

**ASSIGNMENT AND ASSUMPTION AGREEMENT
.SUCKS Registry Agreement**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT of the .SUCKS Registry Agreement ("Assignment and Assumption Agreement") is entered into as of 30 March 2015 (the "Effective Date") by and between Vox Populi Registry Inc., a corporation formed under the laws of Canada, with an address at 12 York Street, Suite 300, Ottawa, Ontario K1N 5S6, Canada ("Assignor") and Vox Populi Registry Ltd., a corporation formed under the laws of the Cayman Islands, with an address at Ground Floor, DMS House, Genesis Place, Dr. Roy's Drive, George Town, P.O. Box 1103, Grand Cayman KY1-1102, Cayman Islands ("Assignee"). The parties to this Agreement shall be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Assignor is a party to that certain Registry Agreement entered into 22 December 2014, by and between Assignor and the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN") for the .SUCKS top-level domain (the "Registry Agreement").

B. Pursuant to Section 7.5 of the Registry Agreement, in its letter dated 1 March 2015, Assignor requested ICANN's prior written consent of an assignment of the Registry Agreement from Assignor to Assignee.

B. Having requested ICANN's Consent as aforementioned, and both Parties having represented herein below its fulfillment of all conditions of ICANN's Consent, Assignor hereby desires to assign its rights and obligations under the Registry Agreement to Assignee, and Assignee hereby desires to assume Assignor's rights and obligations under the Registry Agreement via assignment, pursuant to the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual promises set forth herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's rights, obligations, title, and interest in and to the Registry Agreement. To the extent that ICANN's Consent is necessary to give full force and effect to this Assignment, until such time as ICANN provides its consent, Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's revenue and costs related to or arising from the Registry Agreement.

2. Assignee hereby accepts the assignment of the Registry Agreement and assumes all liabilities of Assignor relating thereto, whether contingent or accrued, and further agrees to assume and perform all of the covenants, obligations and agreements of Assignor under the Registry Agreement.

3. The Parties hereby agree that Assignee shall be substituted for Assignor for all purposes of the Registry Agreement.

4. Notwithstanding the foregoing, Assignor shall continue to be bound by the covenants, obligations and agreements set forth in the Registry Agreement.

5. The Parties hereby acknowledge that ICANN's Consent to Assignor's assignment of the Registry Agreement does not waive any rights ICANN may have to take action with respect to any breaches of the Registry Agreement by Assignor occurring prior to the Effective Date.

6. Each Party shall, upon the reasonable request of the other Party, make, execute, acknowledge, and deliver any and all further documents and instruments, and do and cause to be done all such further acts, to evidence and/or in any manner perfect Assignor's assignment of the Registry Agreement to Assignee pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Assignment and Assumption Agreement to be executed and delivered as of the Effective Date first stated above.

Vox Populi Registry Inc.
"ASSIGNOR"

By:  _____

Name: John Berard

Title: CEO

Vox Populi Registry Ltd.
"ASSIGNEE"

By:  _____

Name: Aimee Deziel

Title: Director