

ASSIGNMENT AND ASSUMPTION AGREEMENT

<THD> Registry Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT of the .<THD> Registry Agreement ("Assignment and Assumption Agreement") is entered into as of December 28, 2016 (the "Effective Date") by and between Homer TLC, Inc., a Delaware corporation with its corporate address at 301 N. Market Street, Suite 1424, Wilmington, DE 19801 ("Assignor") and Home Depot Product Authority, LLC, a Georgia limited liability company with a corporate address of 2455 Paces Ferry Road NW, Atlanta, GA 30339 ("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 April 2, 2015, by and between Assignor and the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN") for the .<THD> top-level domain (the "Registry Agreement").
- B. Pursuant to Section 7.5(f)(iii) of the Registry Agreement, because Assignee is a wholly-owned subsidiary, to Assignor's direct parent, The Home Depot, Inc., Assignor may assign the Registry Agreement to Assignee without the consent of ICANN upon Assignee's express assumption of the terms and conditions of the Registry Agreement.
- C. 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.

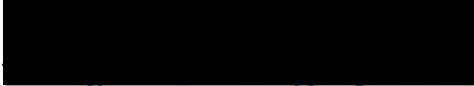
AGREEMENT

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 and obligations under 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. The Parties hereby acknowledge that 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.

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.

HOMER TLC, INC.

By: 
Name: Candace Rodriguez
Title: Assistant Secretary

HOME DEPOT PRODUCT AUTHORITY, LLC

By: 
Name: Candace Rodriguez
Title: Assistant Secretary