

ASSIGNMENT AND ASSUMPTION AGREEMENT

.Theatre Registry Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT of the .theatre Registry Agreement ("Assignment and Assumption Agreement") is entered into as of 5 June, 2015 (the "Effective Date") by and between KBE gTLD Holding Inc, a Delaware Corporation with its principal place of business at 1619 Broadway, 9th Floor, New York, New York, 10019, USA ("Assignor") and XYZ.COM LLC, a Nevada limited liability company with its principal place of business at 2121 E TROPICANA AVE, STE 2, LAS VEGAS NV 89119, USA ("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, by and between Assignor and the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN") for the .theatre (the "Registry Agreement").
- B. Pursuant to Section 7.5 of the Registry Agreement, in its letter dated 7 May 2015, Assignor requested ICANN's prior written consent of an assignment of the Registry Agreement from Assignor to Assignee.
- C. On 22 May 2015, ICANN granted its conditional written consent ("ICANN's Consent") to Assignor for assignment of the Registry Agreement to Assignee.
- D. Having received 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.
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. Assignor hereby represents that all conditions set forth in ICANN's Consent have been fulfilled as of the Effective Date of this Assignment and Assumption 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.

7. Assignee shall defend, indemnify, and hold harmless Assignor, its officers, directors, employees, agents and subcontractors, from any claims, damages, or losses for third-party claims relating to the future use of the TLD and/or actions related to the TLD after assignment from Assignor to Assignee.

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.

KBE gTLD Holding Inc.

By: 

Name:

Paul Dietz

Title:

CFO

XYZ.COM LLC

By: 

Name: Daniel Negari

Title: CEO