

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

This assignment agreement (the "Assignment Agreement") is entered into on October 16<sup>th</sup> 2014 ("the Effective Date") by and between:

(A) **Deutsche Post AG**, a public limited liability company duly established and validly existing under the laws of Germany, with registered office at Charles-de-Gaulle-Straße 20, 53113 Bonn, Germany, hereby duly represented by Thomas Schmitz, in his capacity of Vice President Marketing E-Post of such company ("Deutsche Post" or "the Original Applicant"); and

(B) **Artemis Internet Inc.**, a corporation duly established and validly existing under the laws of the state of California in the United States of America, with its principal place of business at 123 Mission Street, Suite 1020, San Francisco, CA 94105, USA, hereby duly represented by Rob Colton, in his capacity of Chief Executive of such company ("Artemis"),

(the Original Applicant and Artemis individually also referred to in this Assignment Agreement as a "Party" or jointly as "Parties").

1 Pursuant to an agreement made between the Parties dated February 14<sup>th</sup> 2014 (the "Agreement") and in consideration for the sum of the Consideration as set out in the Agreement, and following receipt of the Internet Corporation for Assigned Names and Numbers' ("ICANN") conditional written consent ("ICANN's Consent") to Deutsche Post on [ ] 2014 for assignment of the Registry Agreement to Artemis, the Original Applicant hereby assigns to Artemis absolutely and irrevocably and to the fullest extent permitted by law, and Artemis accepts such assignment of:

1.1 the Registry Agreement entered into between the Original Applicant and ICANN relating to the generic top-level domain ".trust" (the "TLD"), subject to ICANN's approval process as outlined in such agreement;

1.2 all of the Original Applicant, title and interests in the TLD;

1.3 the absolute entitlement to use, own and/or operate the TLD in accordance with the governing processes and protocols of ICANN as the ICANN-appointed 'Registry Operator' (as such term is defined by the Applicant Guidebook), including the right to request any changes to the Registry Agreement as per the processes referred to therein;

1.4 all goodwill attaching to the TLD; and

1.5 the right to bring, make, oppose, defend or appeal proceedings, claims or actions arising from ownership, use or the operation of the TLD whether occurring before, on, or after the date of this Assignment Agreement.

2 The Parties hereby acknowledge that ICANN's Consent to Deutsche Post's assignment of the Registry Agreement does not waive any rights ICANN may have to take action with respect to the performance of covenants, obligations and agreements of Deutsche Post

under the Registry Agreement prior to the Effective Date or any breaches of the Registry Agreement by Deutsche Post occurring prior to the Effective Date.

- 3 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 Deutsche Post's assignment of the Registry Agreement to Artemis pursuant to this Agreement.
- 4 The provisions contained in Article 5 and 6 of the Agreement shall apply to this Assignment 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.

For Deutsche Post AG



Name: Thomas Schmitz  
Title: Vice-President Marketing E-Post  
Date: October 16<sup>th</sup> 2014

For Artemis Internet Inc.



Name: Rob Cotton  
Title: Chief Executive Officer  
Date: October 16<sup>th</sup> 2014