

ASSIGNMENT AND ASSUMPTION AGREEMENT

.weatherchannel Registry Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT of the .weatherchannel Registry Agreement ("Assignment and Assumption Agreement") is entered into as of June 10, 2016 (the "Effective Date") by and between Weather Group Television, LLC (f/k/a The Weather Channel, LLC), a Georgia limited liability company, 300 Interstate North Parkway SE, Atlanta, Georgia 30339-2403 USA ("Assignor") and International Business Machines Corporation, a New York corporation, New Orchard Road, Armonk, NY 10504 ("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 12 March 2015, by and between Assignor and the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN") for the .weatherchannel top-level domain (the "Registry Agreement").
- B. Pursuant to Section 7.5 of the Registry Agreement, in its letter dated February 4, 2016, Assignor requested ICANN's prior written consent of an assignment of the Registry Agreement from Assignor to Assignee.
- C. On 12 February 2016, ICANN granted its conditional written consent ("ICANN's Consent") to Assignor for assignment of the Registry Agreement to Assignee and on June 9, 2016, ICANN completed a name change process for Assignor.
- 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 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. Assignor and Assignee agree that the Registry Agreement is novated to Assignee and Assignor will no longer enjoy the benefits of or incur future obligations under the Registry Agreement.
4. As provided in Section 7.5(a) of the Registry Agreement, the parties agree that as between Assignor and ICANN, Assignor shall continue to be bound by the covenants, obligations and agreements set forth in the Registry Agreement.
5. The Parties hereby represent that all conditions set forth in ICANN's Consent have been fulfilled as of the Effective Date of this Assignment and Assumption Agreement.
6. 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.
7. 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 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.

Weather Group Television, LLC (f/k/a The Weather Channel, LLC)

By: 

Name: GEORGE D. CALLARD

Title: EVP


International Business Machines Corporation

By: 

Name: Kean Rowdon

Title: VP, Corporate Development