

ASSIGNMENT AND ASSUMPTION AGREEMENT

**<TLD > Registry Agreement**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT of the .< TLD > Registry Agreement ("Assignment and Assumption Agreement") is entered into as of <DAY > <MONTH > <YEAR > (the "Effective Date") by and between <ASSIGNOR> <ENTITY TYPE> <ADDRESS> ("Assignor") and <ASSIGNEE> <ENTITY TYPE> <ADDRESS> ("Assignee"). The parties to this Assignment and Assumption 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 <REGISTRY AGREEMENT EFFECTIVE DATE>, by and between Assignor and the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN") for the .<TLD> top--level domain (the "Registry Agreement").
- B. Pursuant to Section 7.5 of the Registry Agreement, in its letter dated <INSERT DATE OF LETTER>, Assignor notified ICANN of an assignment of the Registry Agreement from Assignor to Assignee.
- C. Assignor hereby desires to assign its rights and obligations under the Registry Agreement to Assignee, and Assignee hereby desires to assume Assignor' rights and obligations under the Registry Agreement via assignment, pursuant to the terms and conditions of this Assignment and Assumption 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. 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 represent that the Assignee is an Affiliated Assignee (as defined in the Registry Agreement) of the Assignor.
6. 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.
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 to be done all such further acts, to evidence and/or in any manner perfect Assignor' assignment of the Registry Agreement to Assignee pursuant to this Assignment and Assumption 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.

**[ASSIGNOR]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**[ASSIGNEE]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_