

## **ASSIGNMENT AND ASSUMPTION AGREEMENT**

### **2013 Registrar Accreditation Agreement**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT of the 2013 Registrar Accreditation 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 Agreement shall be referred to individually as a "Party" and collectively as the "Parties."

#### **RECITALS**

- A. Assignor is a party to that certain 2013 Registrar Accreditation Agreement entered into <REGISTRAR ACCREDITATION AGREEMENT EFFECTIVE DATE>, by and between Assignor and the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN") with respect to IANA ID <REGISTRAR IANA ID NUMBER> (the "RAA").
- B. Pursuant to Section 7.3 of the RAA, [on \_\_\_\_\_] the Assignor assigned, transferred, and conveyed to Assignee all of Assignor' rights, obligations, title, and interest in and to the RAA.
- C. The Parties affirm their respective rights and obligations under the RAA 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. Assignee hereby affirms its acceptance of the assignment of the RAA from the Assignor 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 RAA.
2. The Parties hereby agree that Assignee shall be substituted for Assignor for all purposes of the RAA.
3. The Parties hereby acknowledge that the Assignee's consent to Assignor's assignment of the RAA does not waive any rights ICANN may have to (a) take action with respect to any breaches of the RAA by the Assignor occurring prior to the Effective Date, and (b) give written approval of the Parties' intended assignment of the RAA as permitted under the RAA.

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: \_\_\_\_\_