

Assignment and Assumption Agreement

.boston Registry Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT of the .boston Registry Agreement (“Assignment and Assumption Agreement”) is entered into as of 9 August 2016 (the “Effective Date”) by and between Boston Globe Media Partners, LLC, a Delaware limited liability company with its principle place of business at 135 Morrissey Blvd., Boston, MA 02125, US (“Assignor”) and Boston TLD Management, LLC, a Delaware limited liability company with its principle place of business at 3201 Wilshire Blvd., Suite 102, Santa Monica, CA 90403, US (“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 10 December 2015, by and between Assignor and the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation (“ICANN”) for the .boston top-level domain (the “Registry Agreement”).
- B. Pursuant to Section 7.5 of the Registry Agreement, in its letter dated 15 March 2016, Assignor requested ICANN's prior written consent of an assignment of the Registry Agreement from Assignor to Assignee.
- C. On 10 June 2016, 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 their 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.
4. Notwithstanding the foregoing, Assignor shall continue to be bound by the covenants, obligations, and agreements set forth in the Registry Agreement prior to the Effective Date.
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 the performance of covenants, obligations, and agreements of the Assignor under the Registry Agreement prior to the Effective Date or any breaches of the Registry Agreement by Assignor occurring prior to the Effective Date no matter when such breaches were discovered, including after 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'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 stated above.

Assignor

By:

Name: Maura Davis McAuliffe

Title: General Counsel

Assignee

By:

Name: Michael Salazar

Title: COO