ASSIGNMENT AND ASSUMPTION AGREEMENT

FAN Registry Agreement

This Assignment and Assumption of the .FAN Registry Agreement ("Assignment and Assumption Agreement") is entered into as of 1 June 2018 (the "Effective Date") by and between Asiamix Digital Limited ("Assignor") and Dog Beach, LLC ("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 dated 6 March 2014, and subsequently assigned to Assignor on 7 January 2015, by and between Assignor and the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN") for the .FAN top-level domain (the "Registry Agreement").

B. Assignee is the registry operator of the .MEMORIAL top-level domain pursuant to a Registry Agreement with ICANN dated 16 October 2018, as well as other top-level domains.

C. 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 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 now agree as follows:

1. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's rights, obligations, title, and interest in and to 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 from and after the Effective Date.

3. The Parties hereby agree that Assignee shall be substituted for Assignor as the Registry Operator 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 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.

6. 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 first stated above.

ASIAMIX DIGITAL LIMITED

[Redacted]

Name: SAF Holdings Ltd
Title: Director

DOG BEACH, LLC

[Redacted]

Name: Jonathon Nevett
Title: Manager of its Sole Member