

ASSIGNMENT AND ASSUMPTION AGREEMENT

.MONSTER Registry Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT of the .MONSTER Registry Agreement ("Assignment and Assumption Agreement") is entered into as of 24 October 2018 (the "Effective Date") by and between Monster Worldwide, Inc., a Delaware corporation ("Assignor") and XYZ.COM LLC, a Nevada limited liability company ("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 11 September 2015, by and between Assignor and the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN") for the .MONSTER top-level domain (the "Registry Agreement").
- B. Pursuant to Section 7.5 of the Registry Agreement, in its letter dated 4 September 2018, Assignor requested ICANN's prior written consent of an assignment of the Registry Agreement from Assignor to Assignee.
- C. On 14 September 2018, 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 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 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. 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.
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 Assignment and Assumption Agreement.

[Signatures on the following page]

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.

Monster Worldwide, Inc.

By: 

Name: Andrew S. Burchill

Title: SVP, Deputy General Counsel

XYZ.COM LLC

By: 

Name: Daniel Negari

Title: CEO