

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement"), by and among Neustar, Inc. ("Assignor") and Registry Services, LLC ("Assignee"), is made as of 8 August 2017 (the "Effective Date").

WHEREAS, Assignor has entered into a definitive merger agreement to be acquired by a private investment group led by Golden Gate Capital (the "Merger");

WHEREAS, Contemporaneously with the Merger, Assignor is undergoing an internal corporate reorganization, pursuant to which Assignee, a wholly owned subsidiary of Assignor, has agreed to assume certain assets and their respective liabilities, of Assignor; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume and accept, certain contracts, including the liabilities thereunder, set forth next to its name in Exhibit A (all such contracts together, the "Transferred Contracts").

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Specified Registry Agreements. Assignor hereby assigns, transfers and conveys to Assignee, and Assignee hereby acquires and accepts, all of Assignor's legal, beneficial and other right, title and interest in and to the Transferred Registry Agreements set forth in Exhibit A.
2. Assumption of Assumed Liabilities. In accordance with this Agreement, Assignee hereby agrees to assume, pay, discharge, perform or otherwise satisfy all liabilities and obligations of Assignor arising out of or related to the Transferred Contracts assigned to Assignee. Assignee hereby accepts the assignment of the Transferred Registry Agreements 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 Transferred Registry Agreements.
3. Further Assurances. From time to time after the date hereof, and for no consideration, Assignee and Assignor shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such assignments, transfers, consents, assumptions and other documents and instruments and take such other actions as may reasonably be necessary to appropriately consummate the rights, obligations and transactions contemplated by this Agreement. Notwithstanding the foregoing, Assignor shall continue to be bound by the covenants, obligations and agreements set forth in the Transferred Registry Agreements.
4. Rights of ICANN. The Assignor and Assignee hereby acknowledge that ICANN's

Consent to Assignor's assignment of the Transferred Registry Agreements does not waive any rights ICANN may have to take action with respect to any breaches of the Transferred Registry Agreements by Assignor occurring prior to the Effective Date.

5. Amendment and Modification. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party.
6. Waiver. No failure or delay of any party in exercising any right or remedy hereunder shall operate as a waiver thereof. Any such waiver by a party shall be valid only if set forth in writing by such party.
7. Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all prior written agreements, arrangements and understandings and all prior and contemporaneous oral agreements, arrangements and understandings between the parties with respect to the subject matter of this Agreement. No party to this Agreement shall have any legal obligation to enter into the transactions contemplated hereby unless and until this Agreement shall have been executed and delivered by each of the parties.
8. Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.
9. Submission to Jurisdiction. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by any party or its successors or assigns against the other party shall be brought and determined in the Court of Chancery of the State of Delaware, provided, that if jurisdiction is not then available in the Court of Chancery of the State of Delaware, then any such legal action or proceeding may be brought in any federal court located in the State of Delaware or any other Delaware state court, and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the parties agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in Delaware, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Delaware as described herein. Each of the parties further agrees that notice as provided herein shall constitute sufficient service of process and the parties further waive any argument that such service is insufficient. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or

as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, (a) any claim that it is not personally subject to the jurisdiction of the courts in Delaware as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

10. Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
11. Assignment; Successors. This Agreement may not be assigned by either party without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon the parties and their respective successors and assigns.
12. Severability. If any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law, such invalidity, illegality or unenforceability shall not affect any other provision hereof, so long as the economic and legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any party.
13. Counterparts. This Agreement may be executed in counterparts (including facsimile and electronic transmission counterparts), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[signature page follows]

IN WITNESS WHEREOF, each of the parties have executed and delivered this Agreement as of the date first written above.

ASSIGNOR:

NEUSTAR, INC.

By:  _____

Name: Heather Hoffert

Title: VP Finance

ASSIGNEE:

REGISTRY SERVICES, LLC

By:  _____

Name: Heather Hoffert

Title: VP Finance

Exhibit A: Transferred Registry Agreements

1. .BIZ Registry Agreement, by and between Internet Corporation for Assigned Names and Numbers and Neustar, Inc., dated Aug. 22, 2013, as amended
2. .NEUSTAR Registry Agreement, by and between Internet Corporation for Assigned Names and Numbers and Neustar, Inc., dated December 5, 2013, as amended.