

ASSIGNMENT AND ASSUMPTION AGREEMENT

.PRO Registry Agreement

This Assignment and Assumption of the .PRO Registry Agreement ("Assignment and Assumption Agreement") is entered into as of 1 November 2015 (the "Effective Date") by and between Registry Services Corporation, a Nevada corporation with its principal place of business located at 300 Welsh Rd, Bldg 3, Suite 105, Horsham, PA 19044, USA ("RSC") and Afilias plc, an Irish public limited company having its registered office at 6th Floor, 2 Grand Canal Square, Dublin 2, Ireland ("PLC"). The parties to this Agreement shall be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. RSC is a party to that certain Registry Agreement entered into 1 October 2015, by and between RSC and the Internet Corporation for Assigned Names and Numbers, a California non-profit public benefit corporation ("ICANN") for the .PRO top-level domain (the "Registry Agreement").
- B. RSC is a direct and wholly-owned subsidiary of PLC.
- C. Pursuant to Section 7.5(f)(iii) of the Registry Agreement, RSC may assign the Registry Agreement without the consent of ICANN directly to PLC.
- D. RSC hereby desires to assign its rights and obligations under the Registry Agreement to PLC, and PLC hereby desires to assume RSC's rights and obligations under the Registry Agreement via assignment, pursuant to the terms and conditions of this Assignment and Assumption Agreement.

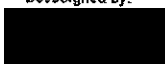
AGREEMENT

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. RSC hereby assigns, transfers, and conveys to PLC all of PLC's rights, obligations, title, and interest in and to the Registry Agreement.
2. PLC hereby accepts the assignment of the Registry Agreement and assumes all liabilities of RSC relating thereto, whether contingent or accrued, and further agrees to assume and perform all of the covenants, obligations and agreements of PLC under the Registry Agreement from and after the Effective Date.
3. The Parties hereby agree that PLC shall be substituted for RSC as the Registry Operator for all purposes of the Registry Agreement.
4. The Parties hereby acknowledge that ICANN has not waived any rights ICANN may have to take action with respect to the performance of covenants, obligations and agreements of RSC under the Registry Agreement prior to the Effective Date or any breaches of the Registry Agreement by RSC occurring prior to the Effective Date.
5. 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 RSC's assignment of the Registry Agreement to PLC pursuant to this Agreement.
6. ICANN shall constitute a third party beneficiary of this Assignment and Assumption Agreement.
7. This Assignment and Assumption Agreement shall be a contract made under and governed by the internal laws of the State of California.

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.

REGISTRY SERVICES CORPORATION

DocuSigned by:
By: 
Name: DAVID PAYNE
Title: Assistant Secretary

AFILIAS PLC

DocuSigned by:
By: 
Name: Huw Spiers
Title: Group Chief Financial Officer