ASSIGNMENT AND ASSUMPTION AGREEMENT

xihuan Registry Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT of the Registry Agreement ("Assignment and Assumption Agreement") is entered into as of 1st August, 2017 (the "Effective Date") by and between QIHOO 360 Technology Co. Ltd., a company formed under the laws of the Cayman Islands ("Assignor") and Beijing Qihu Keji Co., Ltd., a company formed under the laws of the People's Republic of China ("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 as of 8th January 2015 with respect to the delegation and operation of the Top-Level Domain .xihuan, by and between Assignor and the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN") for the .xihuan top-level domain, and ICANN has amended the aforesaid Registry Agreement pursuant to Section 7.7 of the Registry Agreement by publicly posted the 2017 Global Amendment to Registry Agreements on its website for no less than 30 calendar days and provided the amendment to Assignor in accordance with Section 7.9 of the Registry Agreement (collectively referred to as the "Registry Agreement").

B. Pursuant to Section 7.5 of the Registry Agreement, in its letter dated &lt;1st Mar, 2019&gt;, Assignor may assign the Registry Agreement without the consent of ICANN directly to an Affiliated Assignee, and Beijing Qihu Keji Co., Ltd. is an Affiliates of Assignor.

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, rights, 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. 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 done all such further acts, to evidence and/or in any manner perfect Assignor' 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.

QIHOO 360 Technology Co. Ltd.
By: 
Name: 
Title: 

Beijing Qihoo Keji Co., Ltd.
By: 
Name: 
Title: