

## ANNEX 1

### Complete Timeline of Events

- August 11, 2021 (Day 0): UNR Co (UNR). Submits Case 01062674 to ICANN (through the ICANN Naming Services Portal) containing a letter formally notifying ICANN of the Assignment of the .hiphop gTLD to Dot Hip Hop, LLC; UNR also reaches out to Lisa Carter (its Liaison) to notify her about the assignment as well. Lisa Carter acknowledges receipt, sends the required forms to be filled out by DHH and arranges for a consultation call.
- August 17, 2021: (Day 6): Dot Hip Hop LLC (DHH) submits all required forms through the naming services portal, including Registry Information, Proof of Legal Establishment, information about directors, officers and key stakeholders, contact information and additional documents requested. DHH also affirmatively states that this transaction is completely separate and apart from all other UNR transactions and was not part of any UNR auctions. DHH did this based on information provided by UNR that ICANN had been asking a series of questions to UNR about the auctions, and we wanted to make it abundantly clear that .hiphop was removed from the auction and subject to a separate arms-length transaction negotiated between DHH and UNR Co.<sup>4</sup> ICANN estimates October 31, 2021 will be the completion date.
- August 18, 2021: (Day 7) UNR, DHH and Lisa Carter (ICANN's representative) walk through the assignment process. DHH introduces itself to Lisa, discusses its intentions with respect to the .hiphop TLD and both DHH and UNR confirmed and emphasized that this transaction was completely separate and apart from UNR's TLD auctions.<sup>5</sup> DHH also explains to Lisa that DHH has no knowledge about the UNR auctions (other than what had been published publicly) and therefore when it was asked by Ms. Carter about the auctions, DHH confirmed that it had no information about any other UNR transactions.
- September 9, 2021: (Day 29) ICANN sends DHH and UNR a request for additional information, including (a) A clarifying financial question (to DHH only) and (b) questions (to both UNR and DHH) related to the underlying transaction, including several questions related to NFTs owned by UNR for each of the TLDs in its portfolio demonstrating proof of ownership of the respective TLDs within the Ethereum Network.

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<sup>4</sup> Copies of a redacted (and later an unredacted) version of the acquisition documents were provided to ICANN in September that demonstrably prove that .hiphop was not part of the UNR auction of TLDs.

<sup>5</sup> This is the second time DHH explains that .hiphop was not acquired through the UNR auction.

- September 16, 2021<sup>6</sup>: **(Day 36)**.
  - DHH files its responses to the request for additional information through the Naming Services Portal to: (a) the clarifying financial question, and (b) “Attachment A” relating to the underlying transaction. In addition, DHH supplies a redacted copy of the acquisition documents under which DHH acquired the rights to the .hiphop Registry Agreement. DHH clearly explains in its cover note to ICANN that it only redacted information related to the price paid by DHH to UNR for the TLD, the fees it will be required to pay to UNR to provide the back-end registry services, and personal private contact information.
  - In response to the questions, DHH states that there was an NFT included in the assignment. DHH wrote:

*“The only NFT included in the Assignment was that created by the Assignor through the Ethereum Network. Dot Hip Hop, LLC is fully aware that **NFT’s are not within the jurisdiction of ICANN and the ownership of this NFT is unrelated to any rights, obligations, or requirements of the ICANN Registry Agreement. In all cases, the ICANN Registry Agreement’s rights, obligations, requirements, etc. supersede any potential rights, obligations, requirement, etc., obtained by the ownership of an NFT with respect to the .hiphop TLD.**” (Emphasis Added).*<sup>7</sup>

- September 27, 2021 **(Day 47)**: DHH submits a revised Escrow Agreement as requested by ICANN, when an inadvertent typo was found in the original Escrow Agreement submitted on August 17th.
- October 7, 2021: **(Day 57)**: After hearing nothing since submitting the new information on Day 36, DHH reaches out to ICANN asking for the status of assignment approval.
- October 8, 2021: **(Day 58)**: ICANN responds to DHH by email stating that it is “completing its review of all recently submitted information and should have a response available sometime next week.”

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<sup>6</sup> The letter containing responses to ICANN’s questions is dated September 17, 2021, but according to the Naming Services Portal, the document was actually submitted on September 16, 2021.

<sup>7</sup> Emphasis is added because you will see that despite this answer on September 16<sup>th</sup>, ICANN has re-asked whether DHH has an NFT, what rights it believes it has, how it affects the Registry Agreement, and what controls, several times in October, November and December in order to justify its delay. It changes the wording of questions, but claims it is seeking “new information.” Yet the answer supplied by DHH on September 16<sup>th</sup> **(Day 36)** contains all the information needed.

- October 14, 2021: (Day 64):
  - Rather than “completing its review,” as was represented by ICANN in its October 8<sup>th</sup> correspondence, ICANN Requests additional information with respect to **3** questions. The first question asks for an unredacted copy of the acquisition documents provided on **Day 36**. Second, it asks for confirmation that there have been no amendments or modifications to those transaction documents that were submitted. Finally, it asks DHH to provide all documentation relating to the NFT DHH described on **Day 36**.
  - On the same day, DHH sends Russ Weinstein (the VP within ICANN responsible for the Registry assignment process), an email asking for a conversation in an attempt to understand the concerns of ICANN (if indeed there were any), so that DHH could provide any information ICANN needed, to address ICANN’s concerns, and to ensure that this would be the final exchange of documents. All of this was done so that DHH could do everything in its power to ensure that ICANN would be able to meet its October 31<sup>st</sup> deadline.
- October 18, 2021: (Day 68): ICANN acknowledges receipt of the October 14<sup>th</sup> e-mail from DHH to Mr. Weinstein requesting a conversation in the portal and sends an invoice for \$17,065.00 to be paid by DHH for the *completed* Background and Financial Review evaluations.<sup>8</sup>
- October 19, 2021: (Day 69):
  - DHH has a conversation with Russ Weinstein whereby Mr. Weinstein represents that the financial evaluation and background check on all of the officers and Directors of DHH were completed. DHH specifically asked about this to ensure that there would be no other unanticipated invoices sent to DHH. In addition, Mr. Weinstein also stated that these were likely the last questions. DHH also asks Mr. Weinstein to clarify what specifically were ICANN’s concerns about the NFT DHH received, so that if any additional questions were asked, DHH could provide answers that would address those concerns. Mr. Weinstein explained that there were no specific concerns, but that NFTs are new to ICANN and ICANN wanted to learn more about the NFTs so that when it approved the assignment request, it would not be inadvertently approving something it did not want to. Mr. Weinstein then represented to DHH that ICANN wanted to make sure that DHH knows that NFTs do not impact Assignees’ rights under the Registry Agreement. DHH confirmed that that was the case and pointed Mr. Weinstein to the answer already provided by DHH on **Day 36**, where it explicitly stated as such. DHH also assures Mr. Weinstein that as it had

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<sup>8</sup> It should be noted that although the assignment process on the ICANN webpage does talk about the Assignee paying for background checks and financial review, it never discloses the amount of such fees, until after the checks and evaluation had been completed.

stated **on Day 36**, that DHH considers the Registry Agreement authoritative and that regardless of the NFT acquired regarding the Ethereum network, DHH will comply with the ICANN Registry Agreement and to the extent there is any conflict between what happens on the ENS network and the ICANN Registry Agreement, the Registry Agreement will always control.

- Despite the information received on **Days 6, 7 and 36**, Mr. Weinstein then informs DHH (for the first time), that it is likely to consider DHH's assignment with several other UNR assignments that were subject to UNR's TLD auction. Mr. Neuman, representing DHH, states **for the fourth time** that its transaction had nothing to do with the other transactions. DHH explains that it is unfair to hold up approval of the .hiphop assignment because of potential concerns about how the other transactions were conducted. The other transactions, based on public information, were through an auction, but this assignment of .hiphop was through an ARMS-LENGTH transaction and NOT through UNR's auctions.
- **October 20, 2021: (Day 70)**
  - DHH responds in writing both via email and through the Naming Services Portal to the October 14<sup>th</sup> "Request for Additional Information by"<sup>9</sup>:
    - providing copies of the unredacted transaction documents,
    - confirming there have been no amendments to those documents, and
    - stating that there was no documentation relating to NFTs with respect to the TLD or any other smart contracts that was provided to DHH. DHH had sent all of the legal agreements and other documentation to ICANN in its possession. It also stated again that the only NFT that we acquired through the transaction was the one described in DHH's response on **Day 36**.
    - DHH further states: **"That said, we understand that the NFT does not convey any rights in and to the .hiphop top-level domain. We acknowledge that there is no link, implied or otherwise, between the NFT and the corresponding Top Level Domain and that the existence of an NFT does not create any link to the globally interoperable Internet Domain Name System nor does it create any obligation expressed or implied towards ICANN Org. We understand that (i) NFTs are not within the unique identifiers that ICANN coordinates as part of the Internet's unique identifier system, and that any sale of domains on ENS supports domains outside of the globally interoperable Internet DNS and (ii) the Registry Agreements do**

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<sup>9</sup> DHH notes that it was prepared to respond sooner to the October 14<sup>th</sup> request for information, but that it was waiting for ICANN to send DHH a letter confirming that ICANN would consider the unredacted version of the acquisition documents as "Highly Confidential" and that it would only provide that information to a limited subset of persons that required this information.

**not create any obligation from ICANN to any person or entity that has ownership interest in an NFT.”<sup>10</sup>**

- DHH also stated: “It is our understanding from our call with Russ Weinstein on October 19, 2021, that these are the last remaining questions from ICANN needed to consent to the assignment. We also understand that it is ICANN's intention to consider our assignment in connection with other proposed assignments by UNR Co. We urge ICANN to reconsider that decision and if we indeed have met all of the requirements earlier that consent is given to us at that point. As discussed with Mr. Weinstein, and previously with Ms. Lisa Carter, **our transaction was completely separate and apart from the other UNR assignments. We understand that UNR's other assignments were done through an auction, when ours was through an ordinary arms-length transaction. If there were issues with that auction that still need to be resolved, those issues have nothing to do with our arms-length transaction and therefore should not be a basis to hold up our business.**”<sup>11</sup>
- October 21, 2021: (**Day 71**) Through the portal, ICANN acknowledges receipt of the October 20, 2021, responses.
- October 31, 2021: (**Day 81**) Initial ICANN estimated completion date comes and goes without any approval or response by ICANN. Nor is there any indication as to if or when there will be an approval.
- November 4, 2021: (**Day 85**) DHH sends a note through the portal asking about the status of the assignment and when it could expect the portal date to be updated to reflect a new deadline. ICANN responds not with a new completion date, but only that the completion date reflected in the portal could not technically be changed through their system. ICANN’s response then concludes that ICANN will provide an update by November 15<sup>th</sup> (**Day 96**).<sup>12</sup>
- November 5, 2021: (**Day 86**)
  - DHH sends an email to Russ Weinstein and Lisa Carter expressing confusion about what getting an “update” by November 15<sup>th</sup> means. DHH states again that holding up its application for the assignment simply because of UNR’s other transactions is patently unfair since DHH has

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<sup>10</sup> This confirms in writing what was already submitted in writing on **Day 36** and **Day 64**, and affirms the discussion with Mr. Weinstein on **Day 69**. This makes it the Fourth time DHH has basically submitted the same information.

<sup>11</sup> This is the Fifth time we have explained that DHH’s transaction had nothing to do with the other UNR transactions. See **Days 6, 7, 36 and 69**.

<sup>12</sup> Note the use of the term “update” as opposed to completion.

nothing to do with those.<sup>13</sup> It explains that “without the commitment of a date, we have no business certainty as to when (if ever) we will be able to get any revenue. To make matters worse, once the assignment is approved, there are a large number of contractual obligations that we will be required to meet (eg., website, RRA, etc.) from Day 1, but we have no idea when Day 1 will be.”

- In response to DHH’s note earlier in the day, Russ Weinstein (ICANN) and Mr. Neuman from DHH have a call. Also present on the call was Mr. Andrew Dickson (of ICANN) from Russ’ team. Mr. Weinstein states (and Mr. Dickson confirms) that **they have completed the evaluation** and will be presenting its recommended approval to ICANN’s executives the week of November 11<sup>th</sup>. Mr. Weinstein states that there may be another NFT question prior to the presentation to the executives the week of the 11<sup>th</sup>. Mr. Weinstein states that with this last question, they are hoping to have approval by November 19<sup>th</sup>. Mr. Neuman again expresses concern about grouping DHH’s approval with UNRs other transactions because this transaction was not part of the auctions for the other transactions.<sup>14</sup> DHH expressed its business concerns about continuing to incur expenses, but due to ICANN’s delay in approval, it is unable to receive the revenue. Mr. Weinstein acknowledged DHH’s concerns and said that he would pass that information along.
- November 12, 2021: (Day 93)
  - Russ Weinstein sends the previously mentioned NFT question to DHH via e-mail. However, rather than asking for any new information, the question essentially repeats what has already been asked and answered on **Days 36, 64, 69 and 70**: “As smart contracts are written in code, please explain the terms of such smart contract for the TLD. Further, does anything in the smart contract potentially affect any rights, obligations or requirements in the Registry Agreement or have any bearing on the TLD within the Domain Name System? If so, please explain.”<sup>15</sup>
  - Having previously stated to ICANN on multiple occasions that there was NO additional documentation provided to DHH with regard to the NFT and that the only terms governing the purchase and sale of the .hiphop TLD was the acquisition document (which DHH provided to ICANN two months prior), DHH responds by email stating that it is “not aware of any smart

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<sup>13</sup> This is the Sixth time we have explained that DHH has no knowledge about the other transactions and that its transactions must be viewed separate and apart from the others. **See Days 6, 7, 36, 69 and 70.**

<sup>14</sup> This is the Seventh time. See Note 13 above.

<sup>15</sup> Recall on **Day 36** we stated the NFT: “*is unrelated to any rights, obligations, or requirements of the ICANN Registry Agreement. In all cases, the ICANN Registry Agreement’s rights, obligations, requirements, etc. supersede any potential rights, obligations, requirement, etc. obtained by the ownership of an NFT with respect to the .hiphop TLD.*” That information was also confirmed on **Days 64, 69 and 70.**

contract that would impact any rights, obligations, or requirements in the Registry Agreement or have any bearing on the .hiphop TLD.<sup>16</sup> DHH also expresses that it is looking forward to getting approval from ICANN hopefully next week.

- Friday, November 19, 2021 (Day 100 – Second ICANN Deadline):
  - After hearing no word from ICANN on the approval, DHH contacted Russ Weinstein asking again for the status of the Approval.
  - Russ Weinstein responds: “I realized I did not confirm receipt of [the November 12<sup>th</sup> email from DHH], but please rest assured, I did and passed it on to the team reviewing the materials. For the avoidance of doubt, ICANN continues to withhold our consent as we continue to review this information.” Mr. Weinstein did not provide any new Deadline, nor any information about the presentation to the ICANN Executives that was supposed to have occurred that week. Despite missing this second deadline, there was no information in ICANN’s response that indicated what the next steps would be, or any of the issues that were still outstanding. It was simply a short e-mail stating that they received the DHH response sent one week earlier. Realizing that November 19<sup>th</sup> was the deadline he previously communicated, Mr. Weinstein felt it necessary to state that even though it missed the deadline, ICANN was continuing to withhold consent.
  - DHH responds to Mr. Weinstein’s brief e-mail stating:

*“When we talked last week, you told [DHH] you were going to do the final review this week with ICANN executives and that we should have approval by the end of this week.” DHH expresses its extreme frustration with the process and states that “we have complied with every one of ICANN’s requests and responded quickly to all of its questions. Yet, DHH did not [receive] ICANN’s consent (99 days after the first request).” DHH then provides the full timeline of events and formally informed ICANN that any further delay of this assignment request was “unreasonable” pursuant to the Registry Agreement.*
  - An email is sent from Mr. Weinstein to Mr. Neuman from DHH stating “I understand you are frustrated and this is not what you wanted to hear. Unfortunately, my hands are tied. . . We are not yet in position to approve as we are continuing to review and assess the totality of the materials provided in this process. For avoidance of doubt, ICANN continues to object and withhold consent to this assignment as we conduct our diligence. At this time there are no actions or responses we need from UNR or DHH. . . **I don’t foresee approval coming before the end of the month.**” (emphasis added)

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<sup>16</sup> Therefore, this is the Fifth time DHH has essentially responses to the same question.

- DHH responds stating it does:

*“not understand what it means when you say the ‘totality of the materials provided in the process.’ And we do not understand what you mean by “your hands are tied.” Who is tying your hands? What is it that you (ICANN) are reviewing? What is the bottleneck? For months we just get one or two sentences from ICANN stating that they are still “reviewing our applications.” Yes, we got two sets of questions (the last set received well over a month ago), but nowhere in those letters does ICANN express what its concerns are. If ICANN has concerns, please tell us what they are so we can promptly address them accordingly. We have been asking you this same question for months now. But simply sending us notes every couple of weeks saying that you are still reviewing, is just not acceptable.*

- On that same day, DHH escalates the issue via e-mail to ICANN’s CEO Goran Marby, ICANN’s GC John Jeffrey and ICANN’s SVP of GDS Theresa Swinehart, reiterating the points made in its above responses and concluding:

*In sum, ICANN has expressed no concerns about Dot Hip Hop’s request, nor has it even indicated any reasons for the nearly 100 days of inaction. Finally, we have no indication as to if and when it will be approved. We have no information.*

*We are sending this message as a plea for help so that we can avoid any dispute. Please understand that my client wants to be a productive member of the ICANN community and understands the value of Multi-stakeholder model. But ICANN can only be effective if it operates with transparency and predictability, both of which have been lacking in this case.*

- Monday, November 22, 2021 (Day 103)

- Response from Theresa Swinehart states:

*Thank you for your email. Per the ICANN processes for Registry Assignment requests, ICANN needs to review the materials, conduct due diligence and make a determination, which in many cases requires more questions. As you know, the assignment request related to the .hiphop TLD that we received from the applying party, UNR, is part of a large and novel portfolio sale whereby UNR sold the operation of their TLDs. We have only recently (Friday, 12 November) received important information from UNR that we had been requesting regarding the role and terms of*



*the NFTs created as part of the UNR portfolio sale.<sup>17</sup> This information has been a key element of our review of the portfolio sale.<sup>18</sup> Therefore, we must conduct the appropriate level of review of this information prior to approving your assignment. ICANN org is very committed to due diligence and following appropriate procedures in all of its work. Your and UNR's cooperation is appreciated and necessary for ICANN to continue moving forward and we appreciate your patience as we review your assignment.*

- DHH responds to ICANN stating:

*Thank you Theresa for your prompt reply, but as we have told ICANN on many occasions, this sale was **not** part of the sale of all of the other TLDs. This was a one-off negotiation that had nothing to do with the auctions that UNR was conducting at the time. Yes, it was originally listed to be auctioned off, but as you can see from our negotiated purchase agreement, this transaction ended up separate and distinct from the other transactions and in fact occurred well after the auctions for the TLDs were conducted.<sup>19</sup>*

*In short, we have confirmed over and over again that this was a separate transaction. We have also confirmed in September and again in October, and once more in November that the "NFT" we got from UNR is nothing more than an interest in a piece of artwork from our perspective and nothing more. There are no other terms or conditions for the NFT that are not already in the purchase agreement which we provided to you in September and we have represented and warranted to that fact. Therefore, whatever information you got from UNR on November 12<sup>th</sup> has absolutely no bearing on this particular transaction. We have represented to ICANN that in any case, ICANN is authoritative and the ICANN Registry Agreement would trump any other smart contract that anyone believes has been entered into regarding any other alternative DNS-type system.<sup>20</sup> We have confirmed that ICANN would not be responsible for anything outside of the Registry*

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<sup>17</sup> For the record, DHH was not copied on any of the correspondences from ICANN to UNR, or from UNR to ICANN on whatever information that ICANN had been seeking. ICANN has never explained to DHH what information it was seeking, or the information it received, had to do with the .hiphop acquisition.

<sup>18</sup> This demonstrates again ICANN's refusal to treat the .hiphop transaction separate and apart from the rest of the UNR transactions despite the fact that the .hiphop transaction was an arms-length negotiation (as opposed to an auction) and had nothing to do with those other transactions.

<sup>19</sup> This is the Eighth Time we have stated that there is no connection between our transaction and the other UNR transactions. See Note 13 above.

<sup>20</sup> This is the Sixth time DHH has responded to the NFT issue.

*Agreement. I am just not sure how else we can state this or what other information you need. . .*

*Even in your e-mail **there is no date** to which you have committed to provide us with the approval. It is still up in the air. I appreciate that you are conducting diligence into UNR, but that diligence has no bearing on our control or administration of the .hiphop TLD. . . . If there is any other information you can provide to me on the specifics holding up the approval, please let me know.*

- December 3, 2021 (Day 112): ICANN finally responds (at 8:00pm on a Friday night), stating that regardless of how DHH views the transaction (or even how the Registry Agreement views the transaction), ICANN is considering this transaction as part of all the other UNR transactions. It then blames UNR for only receiving certain information from them on November 12<sup>th</sup> (which we are not, nor should be privy to), but states that it is evaluating all of the “smart contracts” that were created for the NFTs “in order to fulfill its stewardship role to protect the ICANN mission and the interests of the ICANN Community.” ICANN then proceeds to ask 6 Questions regarding the NFT. They are:
  1. We had asked about the terms of a “smart contract”. You did not explain the terms but you have noted that you are not aware of any smart contract that could impact any rights in the Registry Agreement. However, can you confirm that there **is** a smart contract for such NFT (even if it does not impact the rights of the Registry Agreement)?
  2. Can you confirm what, if any, rights and obligations you believe you are conferred by receiving the NFT as part of the transaction?
  3. Can you describe in detail, how the NFT will work should your agreement for the operation of .hiphop be terminated?
  4. Do you believe that you are obtaining rights beyond the scope of that provided in your registry operator agreement with ICANN by receiving the NFT? If so, what rights and where are those rights derived from?
  5. Can you describe the underlying “asset” of such NFT?
  6. We also ask again, what are the terms of the NFT, and, specifically, what are the terms of the smart contract?

It is worth noting here again that the responses to all of these questions were already provided in previous communications. More specifically, they were all answered on **Day 36** and confirmed on **Days 64, 69, 70, 93 and 103**. DHH has already described the NFT in detail, explained that any rights it has are unrelated to any rights, obligations, or requirements of the ICANN Registry Agreement and even if there are deemed to be any potential rights, “the ICANN Registry Agreement’s rights, obligations and requirements, etc. supersede any potential rights, obligations, requirements, etc. obtained by the ownership of an NFT with respect to the .hiphop TLD.”<sup>21</sup> To the extent ICANN is

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<sup>21</sup> See Response dated September 16, 2021 (**Day 36**).

looking for additional documentation on the ENS Network, all of that information is publicly available at <https://docs.ens.domains/>.

- December 8, 2021 (**Day 117**). DHH responds to the questions raised by ICANN on December 3, 2021. It states the following:
  - There seems to be a fundamental misunderstanding by ICANN as to what is meant by an NFT or a “smart contract”. An NFT cannot exist unless a smart contract creates it so that the applicable blockchain understands what the intellectual property is. By analogy, when an artist creates a logo, it can be trademarked. The process of obtaining a trademark is accomplished by completing an application to be accepted by the USPTO. In the NFT world the smart contract is the software code required to be accepted by the blockchain and in the case of this particular NFT, simply keeps track of ownership. It does NOT represent a contract between Dot Hip Hop, UNR, ICANN, or any other party.
  - Therefore, when ICANN keeps asking for the “terms of the smart contract”, as this is such a broad question, the answer is and has always been that there are NO contractual terms or other conditions that impact any rights and conditions in the registry agreement. In fact, the NFT does not contain any terms or conditions that obligate DHH to do (or not do) anything. DHH was not provided with any terms and conditions when it was given the NFT other than any terms already provided to ICANN in connection with the purchase of the assets of the .hiphop TLD contained within the acquisition documents. As we have previously stated, to the extent that the NFT represents a way to prove ownership of the .hiphop TLD for purposes of participating in the Ethereum network (in which a number of other registries including .xyz and .club are participating), the governance documents are public information and can be found at <https://ens.domains/governance/>. **Re-asking the same question over and over again does not change the answer.**
  - From the very first communication with ICANN about the NFT that was transferred, on **September 16, 2021, we disclosed that UNR Co. had transferred an NFT to us.** More specifically on September 16<sup>th</sup> we stated: *“The only NFT included in the Assignment was that created by the Assignor through the Ethereum Network. Dot Hip Hop, LLC is fully aware that **NFT’s are not within the jurisdiction of ICANN** and the ownership of this NFT is **unrelated to any rights, obligations, or requirements of the ICANN Registry Agreement.** In all cases, **the ICANN Registry Agreement’s rights, obligations, requirements, etc. supersede any potential rights, obligations, requirement, etc. obtained by the ownership of an NFT with respect to the .hiphop TLD.**” (Emphasis Added)*

- This same message has also been conveyed to ICANN multiple times since. It did so on October 19, 2021, October 20, 2021 and November 12, 2021. **Again, a smart contract is not a contract between a buyer and seller, but rather is a 'term of art' in the blockchain/crypto/NFT digital world. In sum, there was nothing we signed or legally agreed to, nor were there any legal or other terms separate and apart from those terms in the purchase agreement which you have now had for at least two months.**