
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **October 20, 2016**

VERISIGN, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation)

000-23593
(Commission
File Number)

94-3221585
(IRS Employer
Identification No.)

12061 Bluemont Way, Reston, VA
(Address of Principal Executive Offices)

20190
(Zip Code)

(703) 948-3200
(Registrant's Telephone Number, Including Area Code)

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement.

On March 4, 2015, the National Telecommunications and Information Administration ("NTIA") requested that VeriSign, Inc. ("VeriSign") and the Internet Corporation for Assigned Names and Numbers ("ICANN") develop a proposal detailing how best to transition NTIA's administrative role associated with root zone management in a manner that maintains the security, stability and resiliency of the internet's domain name system. In response to this request, VeriSign and ICANN negotiated the terms of a Root Zone Maintainer Service Agreement ("RZMA"), which established both parties' responsibilities associated with maintaining the security, stability and resiliency of the root zone and the root zone management system. VeriSign or its predecessor has performed the root zone maintainer functions since 1993, and its systems for doing so sits within, and are protected by, VeriSign's infrastructure that has been built for its scaled shared registration system and its domain name system resolution constellation for the .com top-level domain. In the interest of maintaining the security and stability of the root zone and the root zone management system, and also to maintain the security and stability of the internet's domain system, VeriSign and ICANN proposed to extend the term of the Registry Agreement for the .com top-level domain (the "Registry Agreement") to coincide with the eight-year term of the RZMA.

On October 20, 2016, VeriSign and the U.S. Department of Commerce (the "DOC") entered into Amendment Number Thirty-Three (33) ("Amendment 33") to the Cooperative Agreement between VeriSign and the DOC. Except as modified by Amendment 33, the terms and conditions of the Cooperative Agreement, remain unchanged. Amendment 33 relieves, releases and discharges VeriSign from all root zone operation, management and maintenance responsibilities, obligations or requirements under the Cooperative Agreement, including but not limited to, those contained within Amendments 11 and 31. Following this release, the RZMA between VeriSign and ICANN became effective.

On October 20, 2016, VeriSign and the DOC entered into Amendment Number Thirty-Four (34) ("Amendment 34") to the Cooperative Agreement between VeriSign and the DOC. Except as modified by Amendment 34, the terms and conditions of the Cooperative Agreement, remain unchanged. Under the terms of Amendment 34, the DOC approves the amendment to the Registry Agreement as in the public interest, which extends the term of the Registry Agreement to coincide with the eight-year term of the RZMA. In addition, the DOC retains the right to conduct a public interest review for the sole purpose of determining whether the DOC will extend the term of the Cooperative Agreement before it expires on November 30, 2018. VeriSign agrees to cooperate with such a review and to work in good faith to reach mutual agreement with the DOC to resolve issues identified in such review and to work in good faith to implement any agreed upon changes as of the expiration of the current term of the Cooperative Agreement.

On October 20, 2016, VeriSign entered into an amendment to the Registry Agreement with ICANN, pursuant to which VeriSign will remain the sole registry operator of the .com top-level domain through November 30, 2024 (the "Registry Agreement Amendment"). In addition to the extension of the term of the Registry Agreement, the Registry Agreement Amendment (i) commits VeriSign and ICANN to cooperate and negotiate in good faith to amend the Registry Agreement by the second anniversary date of the Registry Agreement Amendment in order to preserve and enhance the security of the internet or the .com top-level domain; (ii) commits VeriSign and ICANN to cooperate and negotiate in good faith to amend the terms of the Registry Agreement as may be necessary for consistency with changes to, or the termination or expiration of, the Cooperative Agreement between VeriSign and the DOC; and (iii) extends the \$7.85 price for a .com domain name through November 30, 2024. All other terms and conditions of the existing Registry Agreement remain unchanged, including VeriSign's renewal rights under Section 4.2 of the Registry Agreement.

The descriptions of the Registry Agreement Amendment, Amendment 33 and Amendment 34 contained herein are qualified in their entirety by reference to those agreements, copies of which are filed herewith as Exhibits 10.1, 10.2 and 10.3, respectively, and are incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

In connection with this Current Report, VeriSign posted a frequently asked questions and answers document on its investor relations website <https://investor.verisign.com>.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amendment to the .com Registry Agreement between VeriSign, Inc. and the Internet Corporation for Assigned Names and Numbers, entered into on October 20, 2016
10.2	Amendment Number Thirty-Three (33) to the Cooperative Agreement between VeriSign, Inc. and Department of Commerce, entered into on October 20, 2016
10.3	Amendment Number Thirty-Four (34) to the Cooperative Agreement between VeriSign, Inc. and Department of Commerce, entered into on October 20, 2016

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

VERISIGN, INC.

Date: October 20, 2016

By: /s/ Thomas C. Indelicarto

Thomas C. Indelicarto

Executive Vice President, General Counsel and Secretary

Exhibit Index

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10.2	Amendment Number Thirty-Three (33) to the Cooperative Agreement between VeriSign, Inc. and Department of Commerce, entered into on October 20, 2016
10.3	Amendment Number Thirty-Four (34) to the Cooperative Agreement between VeriSign, Inc. and Department of Commerce, entered into on October 20, 2016

FIRST AMENDMENT TO .COM REGISTRY AGREEMENT

This **FIRST AMENDMENT TO .COM REGISTRY AGREEMENT** (this “Amendment”) is dated as of October 20, 2016 (the “Amendment Effective Date”) and is entered into by and between **INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS**, a California nonprofit public benefit corporation (“ICANN”), and **VERISIGN, INC.**, a Delaware corporation (“Verisign”), and amends the parties’ executed .com Registry Agreement effective as of December 1, 2012 (the “Agreement”). Capitalized terms used herein shall have the meanings assigned to them in the Agreement.

WHEREAS, the parties believe that extending the Agreement will enhance the security and stability of the Internet and the TLD;

WHEREAS, the parties entered into the Agreement in order to set forth their understandings and agreements with respect to the .com TLD; and

WHEREAS, the parties are entering into this Amendment in order to effect certain modifications to the Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree, as follows:

1. **Amendments to Agreement.** Effective as of the Amendment Effective Date,

(a) Section 4.1 of the Agreement is hereby deleted and replaced in its entirety by the following new Section 4.1:

“Section 4.1 Term. The term of this Agreement shall expire on November 30, 2024, as extended by any renewal terms (the “Expiration Date”).”

(b) Section 7.3(d)(i) of the Agreement is hereby deleted and replaced in its entirety by the following new Section

7.3(d)(i):

“(i) from the Effective Date through November 30, 2024, US \$7.85;”

2. **Future Amendments.** The parties shall cooperate and negotiate in good faith to amend the terms of the Agreement (a) by the second anniversary of the Amendment Effective Date, to preserve and enhance the security and stability of the Internet or the TLD, and (b) as may be necessary for consistency with changes to, or the termination or expiration of, the Cooperative Agreement between Registry Operator and the Department of Commerce.

3. **Agreement; No Other Amendment; Reaffirmation.** Except as amended by this Amendment, the Agreement shall remain in full force and effect according to its terms and shall be read and construed as if the terms of this Amendment were included therein. The parties

acknowledge and agree that each shall be bound and obligated to perform all of its respective obligations under the Agreement as amended by this Amendment, and that all references in such document to the Agreement shall mean and include the Agreement as amended hereby.

4. **Incorporation By Reference.** This Amendment incorporates by reference the provisions set forth in Section 8.6 (Amendments and Waivers), Section 8.7 (No Third Party Beneficiaries), Section 8.8 (Notices, Designations and Specifications), Section 8.9 (Language), Section 8.10 (Counterparts) and Section 8.11 (Entire Agreement) as if fully set forth herein.

IN WITNESS WHEREOF, ICANN and Verisign have caused this Amendment to be executed and delivered by their duly authorized officers as of the Amendment Effective Date.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: /s/ Göran Marby

Name: Göran Marby

Title: President and Chief Executive Officer

Date: October 20, 2016

VERISIGN, INC.

By: /s/ D. James Bidzos

Name: D. James Bidzos

Title: President and Chief Executive Officer

Date: October 20, 2016

FORM CD-451 (REV 12-14)	U.S. DEPARTMENT OF COMMERCE AMENDMENT TO FINANCIAL ASSISTANCE AWARD	GRANT X COOPERATIVE AGREEMENT AWARD NUMBER NCR-92-18742		
CFDA NO. AND NAME 11.-National Telecommunications and Information Administration				
PROJECT TITLE				
RECIPIENT NAME VeriSign, Inc.		AMENDMENT NUMBER 33		
STREET ADDRESS 12061 Bluemont Way		EFFECTIVE DATE October 19, 2016		
CITY, STATE ZIP Reston, Virginia 20190-5684		EXTEND PERIOD OF PERFORMANCE TO (IF APPLICABLE)		
COSTS ARE REVISED AS FOLLOWS:	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST	\$0.00	\$0.00	\$0.00	\$0.00
RECIPIENT SHARE OF COST	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ESTIMATED COST	\$0.00	\$0.00	\$0.00	\$0.00
REASON(S) FOR AMENDMENT The Department fully and finally relieves, releases, and discharges Verisign, Inc. from all root zone operation, management and maintenance responsibilities, obligations or requirements under the Cooperative Agreement, including but not limited to, those contained in Amendments 11 and 31 thereto. Except as modified by this Amendment, the terms and conditions of the Cooperative Agreement, as previously amended, remain unchanged.				
This Amendment Document (Form CD-451) signed by the Grants Officer constitutes an Amendment of the above-referenced Award, which may include an obligation of Federal funding. By signing this Form CD-451, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Amendment offer and de-obligate any associated funds.				
Special Award Conditions Line Item Budget Other(s):				
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER /s/ DEAN IWASAKI			DATE 10/19/2016	
TYPED NAME, TYPED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL /s/ D. JAMES BIDZOS D. James Bidzos, Chief Executive Officer, VeriSign Inc. D. James Bidzos, President and Chief Executive Officer			DATE	

Award ACCS Information

Award Contact Information

Contact Name	Contact Type	Email	Phone
Thomas C. Idelicarto		tindelicarto@verisign.com	

NIST Grants Officer:

Dean Iwasaki
100 Bureau Drive, MS 1650
Gaithersburg, MD 20899-1650
(301) 975-8449

NIST Grants Specialist:

Nuria Martinez
100 Bureau Drive, MS 1650
Gaithersburg, MD 20899-1650
(301) 975-6215

FORM CD-451 (REV 12-14)	U.S. DEPARTMENT OF COMMERCE AMENDMENT TO FINANCIAL ASSISTANCE AWARD	GRANT X COOPERATIVE AGREEMENT AWARD NUMBER NCR-92-18742		
CFDA NO. AND NAME 11.-National Telecommunications and Information Administration				
PROJECT TITLE				
RECIPIENT NAME VeriSign, Inc.		AMENDMENT NUMBER 34		
STREET ADDRESS 12061 Bluemont Way		EFFECTIVE DATE October 19, 2016		
CITY, STATE ZIP Reston, Virginia 20190-5684		EXTEND PERIOD OF PERFORMANCE TO (IF APPLICABLE)		
COSTS ARE REVISED AS FOLLOWS:	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST	\$0.00	\$0.00	\$0.00	\$0.00
RECIPIENT SHARE OF COST	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ESTIMATED COST	\$0.00	\$0.00	\$0.00	\$0.00
REASON(S) FOR AMENDMENT Pursuant to Section I.B.2.A of Amendment 19, as amended by Section 2 of Amendment 30, the Department approves the amendment to the .com Registry Agreement attached hereto as Exhibit A. Consistent with the Special Award Condition, the Department reserves the right to conduct a public interest review prior to November 30, 2018. The Department's approval of the amendment is not intended to confer federal antitrust immunity on Verisign with respect to the .com Registry Agreement. Except as modified by this Amendment, the terms and conditions of the Cooperative Agreement, as previously amended, remain unchanged.				
This Amendment Document (Form CD-451) signed by the Grants Officer constitutes an Amendment of the above-referenced Award, which may include an obligation of Federal funding. By signing this Form CD-451, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Amendment offer and de-obligate any associated funds.				
<input checked="" type="checkbox"/> Special Award Conditions <input type="checkbox"/> Line Item Budget Other(s):				
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER <u>/s/ DEAN IWASAKI</u>			DATE 10/19/2016	
TYPED NAME, TYPED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL <u>/s/ D. JAMES BIDZOS</u> D. James Bidzos, Chief Executive Officer, VeriSign Inc. D. James Bidzos, President and Chief Executive Officer			DATE	

Award ACCS Information

Award Contact Information

Contact Name	Contact Type	Email	Phone
Thomas C. Idelicarto		tindelicarto@verisign.com	

NIST Grants Officer:

Dean Iwasaki
100 Bureau Drive, MS 1650
Gaithersburg, MD 20899-1650
(301) 975-8449

NIST Grants Specialist:

Nuria Martinez
100 Bureau Drive, MS 1650
Gaithersburg, MD 20899-1650
(301) 975-6215

SPECIAL AWARD CONDITIONS NCR-92-18742
Amendment Thirty-Four (34)

Whereas, VeriSign, Inc. (“Verisign”) and the Internet Corporation for Assigned Names and Numbers (“ICANN”) have executed a Root Zone Maintainer Service Agreement (“RZMA”), which is a necessary step in the IANA Stewardship Transition, that shall become effective upon the Department’s discharge under the Cooperative Agreement of Verisign’s obligations pertaining to the root zone maintainer functions;

Whereas, Verisign and ICANN have also agreed to an amendment of the .com Registry Agreement to extend its term to coincide with the term of the RZMA in order to promote the security, stability and resiliency of the root zone maintainer functions given the common infrastructure and services shared by the .com registry and the root zone maintainer functions;

Whereas, the Department and Verisign acknowledge that the amendment to extend the term of the .com Registry Agreement will facilitate the timely, secure and stable completion of the IANA Stewardship Transition;

Whereas, the Department concluded in connection with the renewal of the .com Registry Agreement in 2012 for a six year term, the Maximum Price of \$7.85 for Registry Services was in the public interest;

Whereas, the amendment to the .com Registry Agreement, requires that the Maximum Price for Registry Services shall remain at \$7.85 through November 30, 2024, subject to Section 7.3(d)(ii) of the .com Registry Agreement;

Whereas, the Cooperative Agreement will expire on November 30, 2018, unless the Department exercises, in its sole discretion, its right to extend the term of the Cooperative Agreement under Section 1.B.10 of Amendment 19, as amended by Section 4 of Amendment 32.

Whereas, the Department is not at this time exercising its right to extend the term of the Cooperative Agreement;

Therefore, Verisign and the Department agree as follows:

1. The Department, in view of the circumstances set forth above, hereby approves the amendment to the .com Registry Agreement attached hereto as Exhibit A as in the public interest. This approval is not intended to confer federal antitrust immunity on Verisign with respect to the .com Registry Agreement, as amended.
2. The Department retains the right to conduct a public interest review for the sole purpose of determining whether the Department will exercise its right under Section 1.B.10 of Amendment 19, as amended by Section 4 of Amendment 32, to extend the term of Cooperative Agreement. Verisign agrees to cooperate fully in any such review; and to work in good faith to reach mutual agreement with the Department to resolve issues identified in such review and to work in good faith to implement any agreed upon changes as of the expiration of the current term of the Cooperative Agreement.
3. Upon signature by both parties, Verisign shall provide a copy of the amendment to the .com Registry Agreement to the Grants Officer and to the Federal Program Officer.

4. Except as modified by this Amendment, the terms and conditions of the Cooperative Agreement, as previously amended, remain unchanged.

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WHEREAS, the parties believe that extending the Agreement will enhance the security and stability of the Internet and the TLD;

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"(i) from the Effective Date through November 30, 2024, US \$7.85"

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IN WITNESS WHEREOF, ICANN and Verisign have caused this Amendment to be executed and delivered by their duly authorized officers as of the Amendment Effective Date.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____

Name: _____

Title: _____

VERISIGN, INC.

By: _____

Name: _____

Title: _____