

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Zappos.com, Inc.		06/30/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	DK Acquisition Partners, L.P.
Street Address:	65 East 55th Street, 16th Flr
Internal Address:	c/o Davidson Kempner Capital Management
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	2998094	ZAPPOS COUTURE
Registration Number:	2979852	GABRIELLA ROCHA
Registration Number:	2974548	LUMIANI
Registration Number:	2979851	BOUQUETS
Registration Number:	2968767	VIGOTTI
Registration Number:	2963312	ZAPPOS.COM
Registration Number:	2921706	TYPE Z
Registration Number:	2885318	LASSEN
Registration Number:	3059429	FITZWELL
Registration Number:	2844882	RSVP
Registration Number:	2867708	ZAPPOS
Registration Number:	2747104	ZAPPOS.COM THE WEB'S MOST POPULAR SHOE STORE!
Registration Number:	2791052	ZAPPOS.COM

CH \$690.00 2998094

Registration Number:	2691842	THE SHOE STORE ZAPPOS.COM
Serial Number:	78903658	ZAPPOS.COM Z THE WEB'S MOST POPULAR SHOE STORE!
Serial Number:	78903642	ZAPPOS.COM
Serial Number:	78903617	ZAPPOS.COM
Serial Number:	78903594	ZAPPOS
Serial Number:	78828234	ZAPPOS.COM
Serial Number:	78504445	GIGA
Serial Number:	78491545	BRICKS
Serial Number:	78470890	AVARIELLE
Serial Number:	78373676	GAMBOL
Serial Number:	78373206	ALICE CLAIRE
Serial Number:	78373122	GIGA
Serial Number:	78288813	;))
Serial Number:	78270462	COZI

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027216405
Email: christine.wilson@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 80 State Street
Address Line 2: 6th Floor
Address Line 4: Albany, NEW YORK 12207

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	07/07/2006

Total Attachments: 11
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EXECUTION

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of June 30, 2006, is made by and between Zappos.com, Inc., a California corporation having a business location at the address set forth below next to its signature (the "Debtor"), and DK Acquisition Partners, L.P. ("DKAP"), in its capacity as agent (the "Agent") for the Lenders (as defined below).

Recitals

A. The Debtor, the Agent and Lenders are concurrently herewith entering into that certain Credit and Security Agreement, dated as of even date herewith (the "Credit Agreement").

B. As a condition to extending credit to or for the account of the Debtor under the Credit Agreement, the Agent and the Lenders have required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Agreement" means this Patent and Trademark Security Agreement.

"Obligations" shall have the meaning set forth in the Credit Agreement.

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby grants to the Agent, for the ratable benefit of the Lenders, a security interest (the "Security Interest") in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) **Patents**. Exhibit A accurately lists all Patents owned the Debtor as of the date hereof and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 60 days after the date the Debtor acquires any new patent or the date which Exhibit A is no longer accurate, provide written notice to the Agent with a replacement Exhibit A, which upon acceptance by the Agent shall become part of this Agreement.

(b) **Trademarks**. Exhibit B accurately lists all Trademarks owned by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's business(es). If after the date hereof, the Debtor owns any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall within 60 days after the date the Debtor acquires any new Trademarks or the date which Exhibit B is no longer accurate, provide written notice to the Agent with a replacement Exhibit B, which upon acceptance by the Agent shall become part of this Agreement.

(c) **Title**. The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(d) **No Sale**. Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Agent's prior written consent.

(e) **Defense**. The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(f) **Maintenance**. The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to,

filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that, unless Debtor, in its commercially reasonable judgment determines it not to be in its best interest to maintain or pay the following amounts or make the following filings, it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Agent: (i) sufficient written notice, of at least 30 days, to allow the Agent to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(g) **Agent's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Agent gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Agent that it intends to abandon a Patent or Trademark, the Agent may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Agent's option, in the Agent's own name) and may (but need not) take any and all other actions which the Agent may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(h) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Agent on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Agent in connection with or as a result of the Agent's taking action under subsection (g) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Agent at the Default Rate.

(i) **Power of Attorney.** To facilitate the Agent's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Agent, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Agent, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations (other than inchoate indemnity obligations).

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter during the continuance of such Event of Default, the Agent may, subject to the terms and provisions of the Intercreditor Agreement, at its option, take any or all of the following actions:

(a) The Agent may exercise any or all remedies available under the Credit Agreement.

(b) The Agent may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Agent may enforce the Patents and Trademarks and any licenses thereunder, and if Agent shall commence any suit for such enforcement, the Debtor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement.

7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of June 30, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Wells Fargo Bank, National Association, as Senior Collateral Agent and DKAP, as Junior Collateral Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

8. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Agent. A waiver signed by the Agent shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Agent's rights or remedies. All rights and remedies of the Agent shall be cumulative and may be exercised singularly or concurrently, at the Agent's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Agent

shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Agent and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Agent, and the Debtor waives notice of the Agent's acceptance hereof. The Agent may execute this Agreement if appropriate for the purpose of filing, but the failure of the Agent to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.


9. **GOVERNING LAW; JURISDICTION; VENUE.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS (OTHER THAN CONFLICT LAWS) OF THE STATE OF NEW YORK. THE PARTIES HERETO HEREBY (I) CONSENT TO THE PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF NEW YORK IN CONNECTION WITH ANY CONTROVERSY RELATED TO THIS AGREEMENT; (II) WAIVE ANY ARGUMENT THAT VENUE IN ANY SUCH FORUM IS NOT CONVENIENT, (III) AGREE THAT ANY LITIGATION OR OTHER DISPUTE RESOLUTION INITIATED BY THE AGENT OR THE DEBTOR IN CONNECTION WITH THIS AGREEMENT MAY BE VENUED IN EITHER THE STATE OR FEDERAL COURTS LOCATED IN STATE, COUNTY AND CITY OF NEW YORK; AND (IV) AGREE THAT A FINAL JUDGMENT IN ANY SUCH SUIT, ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

10. **WAIVER OF JURY TRIAL.** EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING HEREUNDER. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS

THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 10 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[Remainder of page intentionally left blank; Signature(s) to follow]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

<p>Zappos.com, Inc. 2280 Corporate Circle, Suite 100 Henderson, NV 89074 Telecopier: (702) 943-7778 Attention: Wei-Ken Seto E-mail: wei-ken@zappos.com</p>	<p>ZAPPOS.COM, INC. By  Name: Anthony Hsieh Title: President and Chief Executive Officer</p>
<p>DK Acquisition Partners, L.P. 65 East 55th Street, 19th Floor New York, NY 10022 Telecopier: (646) 924-0464 Attention: Avi Friedman E-mail: afriedman@dkpartners.com</p>	<p>DK ACQUISITION PARTNERS, L.P., as Agent By: M.H. DAVIDSON & CO., its General Partner By _____ Name: Title:</p>

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

<p>Zappos.com, Inc. 2280 Corporate Circle, Suite 100 Henderson, NV 89074 Telecopier: (702) 943-7778 Attention: Wei-Ken Seto E-mail: wei-ken@zappos.com</p>	<p>ZAPPOS.COM, INC. By _____ Name: Anthony Hsieh Title: President and Chief Executive Officer</p>
<p>DK Acquisition Partners, L.P. 65 East 55th Street, 19th Floor New York, NY 10022 Telecopier: (646) 924-0464 Attention: Avi Friedman E-mail: afriedman@dkpartners.com</p>	<p>DK ACQUISITION PARTNERS, L.P., as Agent By: M.H. DAVIDSON & CO., its General Partner By _____ Name: <i>Avi Friedman</i> Title: <i>General Partner</i></p>

EXHIBIT A
UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
	NONE	

EXHIBIT B

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTERED TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
ZAPPOS COUTURE	September 20, 2005	2998094
GABRIELLA ROCHA	July 26,2005	2979852
LUMIANI	July 19, 2005	2974548
BOUQUETS	July 26, 2005	2979851
VIGOTTI	July 12, 2005	2968767
ZAPPOS.COM	June 21, 2005	2963312
TYPE Z	January 25, 2005	2921706
LASSEN	September 14, 2004	2885318
FITZWELL	February 14, 2006	3059429
RSVP	May 25, 2004	2844882
ZAPPOS	July 27, 2004	2867708
ZAPPOS.COM THE WEB'S MOST POPULAR SHOE STORE! and design	August 5, 2003	2747104
ZAPPOS.COM	December 9, 2003	2791052
THE SHOE STORE ZAPPOS.COM and design	March 4, 2003	2691842

TRADEMARK APPLICATIONS

<u>Trademarks</u>	<u>Filing Date</u>	<u>Serial No.</u>
ZAPPOS.COM Z THE WEB'S MOST POPULAR SHOE STORE! and design	June 8, 2006	78903658
ZAPPOS.COM	June 8, 2006	78903642
ZAPPOS.COM	June 8, 2006	78903617
ZAPPOS	June 8, 2006	78903594
ZAPPOS.COM	March 3, 2006	78828234
GIGA	October 22, 2004	78504445
BRICKS	September 29, 2004	78491545
AVARIELLE	August 20, 2004	78470890
GAMBOL	February 25, 2004	78373676
ALICE CLAIRE (Dead)	February 24, 2004	78373206
GIGA(Dead)	February 24, 2004	78373122
;))	August 18, 2003	78288813
COZI	July 3, 2003	78270462

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS

None