TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Zappos.com, Inc.		07/01/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Agent
Street Address:	245 South Los Robles Avenue, Suite 700
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3628270	ZAPPOS
Registration Number:	3624832	RSVP

CORRESPONDENCE DATA

Fax Number: (949)720-0182
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: trademark@buchalter.com
Correspondent Name: Sandra Thompson
Address Line 1: 18400 Von Karman Avenue, Suite 800
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	W3272-0020
NAME OF SUBMITTER:	Sandra P. Thompson
Signature:	/spt/
Date:	07/10/2009

CH $65.00 3628270

Total Attachments: 5
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PATENT AND TRADEMARK GRANT OF SECURITY INTEREST

This Patent and Trademark Grant of Security Interest ("Agreement") is dated as of the 1st day of July 2009, and is issued by Zappos.com, Inc., a California corporation ("Grantor"), which maintains its chief executive office and principal place of business located at 2280 Corporate Circle, Suite 100, Henderson, NV 98074, in favor of Wells Fargo Bank, National Association, for itself and as agent for U.S. Bank National Association and KeyBank National Association (the "Secured Party").

RECITALS

A. Grantor owns the Patents and Trademarks listed on Schedule 1 hereto;

B. Grantor and Secured Party are parties to an Amended and Restated Credit and Security Agreement dated January 23, 2006, and all ancillary documents entered into in connection with such Amended and Restated Credit and Security Agreement, all as may be amended from time to time (hereinafter referred to collectively as the "Loan Agreement");

C. Pursuant to the terms of the Loan Agreement Grantor has granted to Secured Party a security interest in all Grantor's General Intangibles, now owned or hereafter acquired by Grantor, (collectively, the "IP"): (a) all trademarks (registered, common law or otherwise), tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, and designs of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, including registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, (b) all reissues, extensions or renewals thereof; (c) Grantor's patents; and (d) all proceeds thereof.

D. All capitalized terms not defined herein shall have the meanings set forth in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises, Grantor hereby agrees with Secured Party as follows:

1. To secure the complete and timely satisfaction of all Obligations, Grantor hereby grants and conveys to Secured Party a continuing security interest in and lien on all of Grantor's right, title and interest in and to the IP and proceeds thereof, including without limitation the patents and trademarks listed on Schedule 1 hereto (as the same may be amended pursuant hereto from time to time), including without limitation, all renewals thereof (all of the foregoing are collectively called the "IP Collateral"). Secured Party is authorized to file this Agreement with the United States Patent and Trademark Office or any other governmental agency it deems necessary or desirable in order to secure and perfect its rights under this Agreement or the Loan Documents.

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2. Grantor represents, warrants and covenants that:

(a) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the IP, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Grantor not to sue third persons, except for Permitted Liens; and

(b) To the best of Grantor's knowledge, all of the IP Collateral is valid and enforceable;

3. Grantor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule 1 to include any future IP or other rights described in paragraphs 1.

4. If any Event of Default shall have occurred and be continuing, Secured Party shall have all rights and remedies given it pursuant to the Loan Agreement.

5. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with protecting, maintaining or preserving the IP Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the IP Collateral, shall be borne and paid by Grantor on demand by Secured Party and until so paid shall be added to the principal amount of the Obligations.

6. No course of dealing between Grantor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7. All of Secured Party's rights and remedies with respect to the IP Collateral, whether established hereby or by the Loan Agreement, or any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

8. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such provision shall be ineffective only to the extent and duration of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

9. Grantor acknowledges and understands that Secured Party may sell, assign and/or transfer all or part of its interest hereunder to any person or entity (a "Transferee"). After such assignment the term "Secured Party" as used in this Agreement shall mean and include such Transferee, and such Transferee shall be vested with all rights, powers and remedies of Secured Party hereunder with respect to the

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interest so assigned; but with respect to any such interest not so transferred, Secured Party shall retain all rights, powers and remedies hereby given. No such assignment by Secured Party shall relieve Grantor of any of its obligations hereunder. Grantor may not sell, assign or transfer its rights and obligations hereunder without the prior written consent of Secured Party.

10. This Agreement is subject to modification only by a writing signed by Grantor and approved in writing by Secured Party.

11. This Agreement shall be governed by and construed in accordance with the substantive laws (other than conflict laws) of the State of California. Grantor hereby (i) consents to the personal jurisdiction of the state and federal courts located in the State of California in connection with any controversy related to this Agreement; (ii) waives any argument that venue in any such forum is not convenient, (iii) agrees that any litigation or other dispute resolution initiated by the Secured Party or Grantor in connection with this Agreement or the Loan Agreement may be venued in either the State or Federal courts located in San Francisco County, State of California; and (iv) agrees 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.

WITNESS the execution hereof under seal as of the day and year first above written.

Zappos.com, Inc.

By: _____

Name: Alfred Lin

Title: Chief Operating Officer and Chief Financial Officer

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SCHEDULE 1
TO
PATENT AND TRADEMARK GRANT OF SECURITY INTEREST

July 1, 2009

A. PATENTS:

None.

B. TRADEMARKS:

Registrations

TRADEMARK	Country	REGISTRATION NO.	REGISTRATION DATE
Zappos	US	3628270	5/26/2009
RSVP	US	3624832	5/19/2009

RECORDED: 07/10/2009

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