

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Trademark Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------|----------|----------------|-----------------------|
| Design Within Reach, Inc. | | 05/18/2010 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|-------------------------------------|
| Name: | Windsong DWR, LLC |
| Street Address: | 943 Post Road E. |
| City: | Westport |
| State/Country: | CONNECTICUT |
| Postal Code: | 06880 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark |
|----------------------|---------|----------------------|
| Registration Number: | 2699748 | DAILY DOSE OF DESIGN |
| Registration Number: | 3398550 | DESIGN NOTES |
| Registration Number: | 2493177 | DESIGN WITHIN REACH |
| Registration Number: | 3279622 | DESIGN WITHIN REACH |
| Registration Number: | 3009987 | DESIGN WITHIN REACH |
| Registration Number: | 2894767 | DWR |
| Registration Number: | 3277347 | DWRJAX |

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2128198200
 Email: fcutajar@whitecase.com
 Correspondent Name: White & Case LLP
 Address Line 1: 1155 Avenue of the Americas
 Address Line 2: Patents & Trademarks

OP \$190.00 2699748

900162546

**TRADEMARK
 REEL: 004208 FRAME: 0759**

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 1179236-0010

NAME OF SUBMITTER: Frances B. Cutajar

Signature: /Frances B. Cutajar/

Date: 05/19/2010

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of May 18, 2010 (as amended, restated or otherwise modified from time to time, this "Agreement") between the signatory hereto (together with any other entity that may become a party hereto as provided in the Note Purchase Agreement (as defined below), the "Grantor"), and Windsong DWR, LLC (the "Grantee").

W I T N E S S E T H

WHEREAS, Grantor and the Grantee are party to a Note Purchase and Security Agreement dated as of the date hereof (the "Note Purchase Agreement") pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Noteholders to purchase the Notes authenticated and delivered pursuant to the Note Purchase Agreement, the Grantors hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Note Purchase Agreement and used herein have the meaning provided to such terms in the Note Purchase Agreement.

2. Grant and Reaffirmation of Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Grantee a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether the Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Grantee pursuant to the Note Purchase Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral

made and granted hereby are more fully set forth in the Note Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Note Purchase Agreement, the provisions of the Note Purchase Agreement shall control.

4. Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

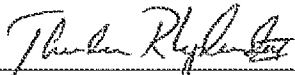
5. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank; signature page follows.]

* * *


IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DESIGN WITHIN REACH, INC.
as Grantor

By: 
Name: THEODORE R. LOPANSKI
Title: CHIEF FINANCIAL OFFICER

Accepted and Agreed:

WINDSONG DWR, LLC
as Grantee

By: 
Name: William Sweetman
Title: Managing Member

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

Trademarks

a. United States

| <u>Mark</u> | <u>Country</u> | <u>Current Owner</u> | <u>Status</u> | <u>App. # Reg. #</u> | <u>App. Dt. Reg. Dt.</u> | <u>Classes</u> |
|---------------------------------------|------------------|---------------------------------|---------------|--------------------------|------------------------------|----------------|
| DAILY DOSE OF DESIGN | United States | Design Within Reach, Inc. | Registered | 76/344613 2,699,748 | 12/3/2001 3/25/2003 | 35 |
| DESIGN NOTES | United States | Design Within Reach, Inc. | Registered | 78/904750 3,398,550 | 6/9/2006 3/18/2008 | 41 |
| DESIGN WITHIN REACH | United States | Design Within Reach, Inc. | Registered | 75/673925 2,493,177 | 4/5/1999 9/25/2001 | 35 |
| DESIGN WITHIN REACH | United States | Design Within Reach, Inc. | Registered | 78/833431 3,279,622 | 3/9/2006 8/14/2007 | 16, 35, 41 |
| DESIGN WITHIN REACH & Design | United States | Design Within Reach, Inc. | Registered | 76/537038 3,009,987 | 8/13/2003 11/1/2005 | 16, 35, 41 |
| DWR | United States | Design Within Reach, Inc. | Registered | 76/537039 2,894,767 | 8/13/2003 10/19/2004 | 16, 35, 41 |
| DWRJAX | United States | Design Within Reach, Inc. | Registered | 78/712266 3,277,347 | 9/13/2005 8/7/2007 | 16,35 |

b. Foreign

| <u>Mark</u> | <u>Country</u> | <u>Current Owner</u> | <u>Status</u> | <u>App. # Reg. #</u> | <u>App. Dt. Reg. Dt.</u> | <u>Classes</u> |
|-------------|----------------|----------------------|---------------|--------------------------|------------------------------|----------------|
| DESIGN | Puerto | Design | Registered | 68,659 | 5/15/2006 | 16 |

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|------------------------------|----------------------------|---------------------------|------------|------------------|------------|------------|
| WITHIN REACH | Rico | Within Reach, Inc. | | 68,659 | 11/21/2006 | |
| DESIGN WITHIN REACH | Brazil | Design Within Reach, Inc. | Registered | 828,392,773 | 5/22/2006 | 16 |
| | | | | 828,392,773 | 8/12/2008 | |
| DESIGN WITHIN REACH | People's Republic of China | Design Within Reach, Inc. | Registered | 5,447,669 | 6/28/2006 | 35 |
| | | | | 5,447,669 | 9/14/2009 | |
| DESIGN WITHIN REACH | Indonesia | Design Within Reach, Inc. | Registered | J002,007,008,938 | 3/23/2007 | 35 |
| | | | | IDM000,178,691 | 6/19/2009 | |
| DESIGN WITHIN REACH | India | Design Within Reach, Inc. | Registered | 1,557,451 | 5/11/2007 | 35 |
| | | | | 1,557,451 | 11/18/2008 | |
| DESIGN WITHIN REACH & Design | Thailand | Design Within Reach, Inc. | Registered | 629,734 | 6/22/2006 | 35 |
| | | | | 34,508 | 8/1/2007 | |
| DESIGN WITHIN REACH & Design | Canada | Design Within Reach, Inc. | Registered | 1,217,094 | 5/18/2004 | 16, 35, 42 |
| | | | | TMA715,355 | 5/28/2008 | |
| DESIGN WITHIN REACH & Design | Puerto Rico | Design Within Reach, Inc. | Registered | 68,661 | 5/15/2006 | 16 |
| | | | | 68,661 | 11/21/2006 | |
| DESIGN WITHIN REACH | Australia | Design Within Reach, Inc. | Registered | 1,022,192 | 9/27/2004 | 16, 35, 41 |
| | | | | 1,022,192 | 3/8/2005 | |
| DESIGN WITHIN REACH | Brazil | Design Within Reach, Inc. | Published | 828,392,781 | 5/22/2006 | 35 |
| DESIGN WITHIN REACH & Design | People's Republic of China | Design Within Reach, Inc. | Published | 5,447,670 | 6/28/2006 | 35 |
| DESIGN WITHIN REACH | Brazil | Design Within Reach, Inc. | Registered | 828,392,838 | 5/22/2006 | 16 |

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| REACH & Design | | Reach, Inc. | | 828,392,838 | 4/7/2009 | |
| DESIGN WITHIN REACH & Design | Thailand | Design Within Reach, Inc. | Registered | 629,734 | 6/22/2006 | 35 |
| | | | | SM34,496 | 8/1/2007 | |
| DESIGN WITHIN REACH & Design | Puerto Rico | Design Within Reach, Inc. | Registered | 68,662 | 5/15/2006 | 16 |
| | | | | 68,662 | 11/21/2006 | |
| DESIGN WITHIN REACH & Design | Mexico | Design Within Reach, Inc. | Registered | 695,069 | 12/17/2004 | 16 |
| | | | | 873,298 | 3/28/2005 | |
| DESIGN WITHIN REACH & Design | Mexico | Design Within Reach, Inc. | Registered | 695,068 | 12/17/2004 | 41 |
| | | | | 896,084 | 8/23/2005 | |
| DESIGN WITHIN REACH & Design | European Union | Design Within Reach, Inc. | Registered | IR 844,810 | 12/8/2004 | 16, 35, |
| | | | | IR 844,810 | 4/14/2005 | 41 |
| DESIGN WITHIN REACH & Design | Puerto Rico | Design Within Reach, Inc. | Registered | 68,660 | 5/15/2006 | 35 |
| | | | | 68,660 | 11/21/2006 | |
| DESIGN WITHIN REACH & Design | Australia | Design Within Reach, Inc. | Registered | 1,022,191 | 9/27/2004 | 16, 35, |
| | | | | 1,022,191 | 3/8/2005 | 42 |
| DESIGN WITHIN REACH & Design | Japan | Design Within Reach, Inc. | Registered | IR 844,810 | 12/8/2004 | 16, 35, |
| | | | | IR 844,810 | 4/14/2005 | 41 |
| DESIGN WITHIN REACH & Design | Mexico | Design Within Reach, Inc. | Registered | 695,070 | 12/17/2004 | 35 |
| | | | | 873,299 | 3/28/2005 | |
| DESIGN WITHIN REACH & | Brazil | Design Within | Registered | 828,392,846 | 5/22/2006 | 35 |

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| Design | | Reach, Inc. | | 828,392,846 | 3/8/2005 | |
| DESIGN WITHIN REACH & Design | Canada | Design Within Reach, Inc. | Registered | 1,216,608 | 5/12/2004 | 16, 35, 42 |
| | | | | TMA715,357 | 5/28/2008 | |
| DESIGN WITHIN REACH & Design | Canada | Design Within Reach, Inc. | Registered | 1,216,611 | 5/12/2004 | 16, 35, 42 |
| | | | | TMA715,356 | 5/28/2008 | |
| | | | | | 12/8/2004 | |
| DESIGN WITHIN REACH & Design | Viet Nam | Design Within Reach, Inc. | Registered | 844,810 | 4/14/2005 | 16,35,41 |
| | | | | 844,810 | | |
| DESIGN WITHIN REACH & Design | India | Design Within Reach, Inc. | Published | 1,557,452 | 5/11/2007 | 35 |
| | | | Registered | | | |
| DESIGN WITHIN REACH & Design | Indonesia | Design Within Reach, Inc. | | 1002,007,008,940 | 3/23/2007 | 35 |
| | | | | | 6/19/2009 | |
| DESIGN WITHIN REACH & Design | Int'l - Madrid Agreement /Protocal | Design Within Reach, Inc. | Registered | IDM000,178,693 | 12/8/2004 | 16,35,41 |
| | | | | 844,810 | 4/14/2005 | |
| DESIGN WITHIN REACH & Design | Republic of Korea | Design Within Reach, Inc. | Registered | 844,810 | 12/8/2004 | 16,35,41 |
| | | | | 844,810 | 12/5/2008 | |
| | | | | 844,810 | | |
| DESIGN WITHIN REACH & Design | Malaysia | Design Within Reach, Inc. | Registered | | 3/19/2007 | 35 |
| | | | | 07,004,680 | 6/19/2009 | |
| | | | | 07,004,680 | | |
| DWR | Puerto Rico | Design Within Reach, Inc. | Registered | 68,656 | 5/15/2006 | 16 |
| | | | | 68,656 | 11/18/2008 | |
| DWR | People's Republic | Design Within | Registered | 5,447,652 | 6/28/2006 | 35 |

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|-----|-------------|---------------------------|------------|------------------|------------|------------|
| | of China | Reach, Inc. | | 5,447,652 | 9/14/2009 | |
| DWR | Canada | Design Within Reach, Inc. | Registered | 1,216,437 | 5/11/2004 | 16, 35, 42 |
| | | | | TMA715,358 | 5/28/2008 | |
| DWR | Brazil | Design Within Reach, Inc. | Registered | 828,392,803 | 5/22/2006 | 16 |
| | | | | 828,392,803 | 4/7/2009 | |
| DWR | Brazil | Design Within Reach, Inc. | Published | 828,392,811 | 5/22/2006 | 35 |
| DWR | Puerto Rico | Design Within Reach, Inc. | Registered | 68,657 | 5/15/2006 | 35 |
| | Taiwan | | Registered | 68,657 | 11/21/2006 | |
| DWR | | Design Within Reach, Inc. | | 096,011,876 | 3/16/2007 | 35 |
| | Indonesia | | Registered | 1,333,561 | 10/16/2008 | |
| DWR | | Design Within Reach, Inc. | | 1002,007,008,937 | 3/23/2007 | 35 |
| | | | | | 6/19/2009 | |
| | Malaysia | | Registered | IDM000,178,690 | | |
| DWR | | Design Within Reach, Inc. | | 07,004,682 | 3/19/2007 | 35 |
| | India | | Registered | 07,004,682 | 11/18/2008 | |
| DWR | | Design Within Reach, Inc. | | 1,557,450 | 5/11/2007 | 35 |
| | | | | 1,557,450 | 11/18/2008 | |

Intellectual Property Licenses

That certain Consulting Agreement dated as of February 2, 2005 between Design Within Reach, Inc. and CDS LLC

dated as of April 1, 2006 between Design Within Reach, Inc. and Piet Boon Zone B.V.

That certain Design Services and License Agreement dated as of November 10, 2006 between Terence Sean Yoo and Design Within Reach, Inc.

That certain Design Services and License Agreement dated as of November 9, 2006 between Sean Dix and Design Within Reach, Inc.

That certain Design Services and License Agreement dated as of May 3, 2006 between CDS LLC and Design Within Reach, Inc.

That certain Design Services and License Agreement dated as of November 2005 between Giulio Lazzotti and Design Within Reach, Inc.

That certain Design Services and License Agreement dated as of February 2, 2005 between CDS LLC and Design Within Reach, Inc.

That certain Design Services and License Agreement dated as of July 27, 2007 between Eva Zeisel Originals, LLC and Design Within Reach, Inc.

That certain Design Services and License Agreement dated as of November 7, 2005 between CDS LLC and Design Within Reach, Inc.

That certain Design Services and License Agreement dated as of January 15, 2008 between Sally Dominguez and Design Within Reach, Inc.

That certain Design Services and License Agreement dated as of June 18, 2008 between Dion Neutra and Design Within Reach, Inc.

That certain Design Services and License Agreement dated as of January 30, 2008 between Eva Zeisel and Design Within Reach, Inc.

That certain Design Services and License Agreement dated as of June 20, 2008 between CDS LLC and Design Within Reach, Inc.

That certain Design Services and License Agreement dated as of June 20, 2008 between Jens Risom and Design Within Reach, Inc.

That certain Design Services and License Agreement dated as of June 20, 2008 between Jens Risom and Design Within Reach, Inc.

That certain Design Services and License Agreement dated as of February 15, 2008 between Ilse Lang Silva and Design Within Reach, Inc.

That certain Design Services and License Agreement dated as of October 21, 2008 between David Mocarski and Design Within Reach, Inc.

That certain Design Services and License Agreement dated as of March 16, 2009 between Royce Nelson and Design Within Reach, Inc.

That certain Design Services and License Agreement dated as of March 5, 2009 between Jens Risom and Design Within Reach, Inc.

That certain Design Services and License Agreement dated as of March 11, 2010 between Eric Pfeiffer and Design Within Reach, Inc.

That certain Design Services and License Agreement dated as of January 29, 2010 between Ted Bochner and Design Within Reach, Inc.