

**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
Design Within Reach, Inc.		05/18/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Wells Fargo Retail Finance, LLC
Street Address:	One Boston Place
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
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: (312)558-5700  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3125586352  
 Email: lkonrath@winston.com  
 Correspondent Name: Laura Konrath  
 Address Line 1: 35 West Wacker Drive  
 Address Line 2: Winston & Strawn LLP

CH \$190.00 2699748

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 8009-11

NAME OF SUBMITTER: Laura Konrath

Signature: /Laura Konrath/

Date: 06/07/2010

**Total Attachments: 11**

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**SUPPLEMENT AND AMENDMENT**

**TO**

**TRADEMARK SECURITY AGREEMENT**

This SUPPLEMENT AND AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Supplement"), dated as of May 18, 2010, is entered into by Design Within Reach, Inc., a Delaware corporation (the "Grantor") in favor of Wells Fargo Retail Finance, LLC, in its capacity as administrative agent pursuant to the Loan Agreement (as hereinafter defined) (in such capacity, "Agent").

**WITNESSETH:**

WHEREAS, pursuant to that certain Loan, Guaranty and Security Agreement, dated as of February 2, 2007 (as amended or otherwise modified to date, the "Loan Agreement"), by and among the Grantor, the Agent and the Lenders party thereto, the Grantor has entered into a Trademark Security Agreement, dated as of February 2, 2007 (the "Trademark Security Agreement");

WHEREAS, Grantor and Agent desire to supplement and amend the Trademark Security Agreement in order to include thereunder such Trademarks and Trademark Licenses acquired or created by Grantor, together with the goodwill symbolized thereto, as set forth in Exhibit A hereto.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, and to induce Lenders to continue the Loans and other financial accommodations under the Loan Agreement, it is agreed as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement or the Trademark Security Agreement, as applicable.

2. SUPPLEMENT AND AMENDMENT TO THE TRADEMARK SECURITY AGREEMENT.

The Trademark Security Agreement is hereby supplemented and amended by amending and restating Schedule I thereto as set forth on Exhibit A hereto.

This Supplement shall be deemed to be a supplement and amendment to the Trademark Security Agreement and shall not be construed in any way as a replacement therefor. All of the terms and provisions of this Supplement are hereby incorporated by reference into the Trademark Security Agreement as if such terms and provisions were set forth in full therein.

3. CONTINUED EFFECTIVENESS OF TRADEMARK SECURITY AGREEMENT.

The Trademark Security Agreement is, and shall continue to be, in full force and effect and is hereby supplemented and amended by this Supplement.

4. OTHER TERMS.

4.1. Headings. The headings in this Supplement are for convenience of reference only and are not part of the substance of this Supplement.

4.2. Successors and Assigns. This Supplement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor (including any debtor-in-possession on behalf of Grantor) and shall, together with the rights and remedies of Agent, for itself and for the benefit of Lenders, as supplemented and amended by this Supplement, inure to the benefit of Agent and Lenders, all future permitted holders of any instrument evidencing any of the Obligations and their respective permitted successors and assigns. Grantor shall not assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Supplement or the Trademark Security Agreement.

4.3. Counterparts. This Supplement may be executed in any number of counterparts, each of which shall collectively and separately constitute one and the same agreement. Delivery of an executed counterpart to this Supplement by facsimile machine or "pdf" shall be as effective as delivery of a manually executed counterpart of this Supplement.

4.4. GOVERNING LAW. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN NEW YORK.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement as of the date first above written.

GRANTOR:

**DESIGN WITHIN REACH, INC.**

By: *Theodore R. Upland III*  
Name: *THEODORE R. UPLAND III*  
Title: *CHIEF FINANCIAL OFFICER*

Accepted and Agreed:

**WELLS FARGO RETAIL FINANCE, LLC,**  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement as of the date first above written.

GRANTOR:

**DESIGN WITHIN REACH, INC.**

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

**WELLS FARGO RETAIL FINANCE, LLC,**  
as Agent

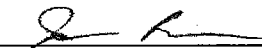
By:   
Name: Joseph Burt  
Title: Director

EXHIBIT A

to

SUPPLEMENT AND AMENDMENT  
TO  
TRADEMARK SECURITY AGREEMENT

**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 WITHIN REACH	Puerto Rico	Design Within Reach, Inc.	Registered	68,659	5/15/2006	16
				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	3/23/2007	35
				,938	6/19/2009	
				IDM000,178, 691		
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	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 & Design	Brazil	Design Within Reach, Inc.	Registered	828,392,838	5/22/2006	16
				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, 41
				IR 844,810	4/14/2005	
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, 42
				1,022,191	3/8/2005	
DESIGN WITHIN REACH & Design	Japan	Design Within Reach, Inc.	Registered	IR 844,810	12/8/2004	16, 35, 41
				IR 844,810	4/14/2005	

DESIGN WITHIN REACH & Design	Mexico	Design Within Reach, Inc.	Registered	695,070 873,299	12/17/2004 3/28/2005	35
DESIGN WITHIN REACH & Design	Brazil	Design Within Reach, Inc.	Registered	828,392,846 828,392,846	5/22/2006 3/8/2005	35
DESIGN WITHIN REACH & Design	Canada	Design Within Reach, Inc.	Registered	1,216,608 TMA715,357	5/12/2004 5/28/2008	16, 35, 42
DESIGN WITHIN REACH & Design	Canada	Design Within Reach, Inc.	Registered	1,216,611 TMA715,356	5/12/2004 5/28/2008	16, 35, 42
DESIGN WITHIN REACH & Design	Viet Nam	Design Within Reach, Inc.	Registered	844,810 844,810	12/8/2004 4/14/2005	16,35,41
DESIGN WITHIN REACH & Design	India	Design Within Reach, Inc.	Published	1,557,452	5/11/2007	35
DESIGN WITHIN REACH & Design	Indonesia	Design Within Reach, Inc.	Registered	J002,007,008 ,940	3/23/2007 6/19/2009	35
DESIGN WITHIN REACH & Design	Int'l - Madrid Agreement /Protocal	Design Within Reach, Inc.	Registered	IDM000,178, 693	12/8/2004 4/14/2005	16,35,41
DESIGN WITHIN REACH & Design	Republic of Korea	Design Within Reach, Inc.	Registered	844,810 844,810 844,810	12/8/2004 12/5/2008	16,35,41
DESIGN WITHIN REACH & Design	Malaysia	Design Within Reach, Inc.	Registered	07,004,680 07,004,680	3/19/2007 6/19/2009	35

DWR	Puerto Rico	Design Within Reach, Inc.	Registered	68,656	5/15/2006	16
				68,656	11/18/2008	
DWR	People's Republic of China	Design Within Reach, Inc.	Registered	5,447,652	6/28/2006	35
				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
			Registered	68,657	11/21/2006	
DWR	Taiwan	Design Within Reach, Inc.		096,011,876	3/16/2007	35
			Registered	1,333,561	10/16/2008	
DWR	Indonesia	Design Within Reach, Inc.		J002,007,008,937	3/23/2007	35
			Registered	IDM000,178,690	6/19/2009	
DWR	Malaysia	Design Within Reach, Inc.		07,004,682	3/19/2007	35
			Registered	07,004,682	11/18/2008	
DWR	India	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 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 Bohner and Design Within Reach, Inc.