

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Exel Direct Inc.		05/31/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Exel Inc.		
Street Address:	570 Polaris Parkway		
City:	Westerville		
State/Country:	OHIO		
Postal Code:	43082		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1605976	MERCHANTS HOME DELIVERY SERVICE	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(206) 359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Jason S. Howell, c/o Perkisn Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	74601-0002		
NAME OF SUBMITTER:	Jason S. Howell		
Signature:	/Jason S. Howell/		
Date:	06/07/2013		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment"), dated and effective as of May 31, 2013, is made by Exel Direct Inc., a corporation organized under the laws of California ("Assignor") in favor of Exel Inc., a corporation organized under the laws of Massachusetts ("Assignee").

RECITALS

A. Assignor owns all right, title and interest in and to the trademarks set forth in Schedule A, attached hereto and made a part hereof, together with all registrations and applications for registration thereof, all common law rights with respect thereto, and all rights to sue and recover for past, present and future infringement thereof (collectively referred to herein as the "Assigned Trademarks");

B. Assignee wishes to acquire, and Assignor wishes to transfer to Assignee, Assignor's entire right, title and interest in and to the Assigned Trademarks; and

C. Assignee and Assignor desire to record the assignments set forth in this Trademark Assignment.

AGREEMENT

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee Assignor's entire right, title and interest in and to the Assigned Trademarks, including, but not limited to, all benefits, privileges, causes of action, and remedies relating to such Assigned Trademarks, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement thereof, (c) grant licenses or other interests therein and (d) otherwise fully and entirely stand in the place of Assignor in all matters related thereto. The foregoing includes, and Assignor hereby assigns, transfers and conveys to Assignee, all goodwill symbolized by the Assigned Trademarks. Assignee accepts such assignment, and assumes all obligations with respect to such Assigned Trademarks accruing on and after the date of this Trademark Assignment.

2. Assignor agrees to take such further action and to execute such additional documents as Assignee may reasonably request to carry out and fulfill the purposes and intent of this Trademark Assignment, including, without limitation, executing any and all documents, statements, certificates or other writings necessary or advisable in order to perfect the above assignments or filing such notices with the United States Patent and Trademark Office and signing and delivering applications, notarized documents and forms of assignment for recording.

3. This Trademark Assignment shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of

the State of Delaware applicable to contracts made in that state, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than the State of Delaware.

4. This Trademark Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument. Counterparts delivered via facsimile or electronically via pdf signature pages shall have the same force and effect as originally executed counterparts.

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Schedule A

Assigned Trademarks

Mark	Class	Goods	Application No. Application Date	Registration No. Registration Date	Owner
MERCHANTS HOME DELIVERY SERVICE	39	Delivery of furniture and appliances by truck for others	73831708 October 16, 1989	1605976 July 10, 1990	Exel Direct Inc.