

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	11/02/2009		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Zappos.com, Inc.		11/02/2009
			Entity Type
			CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Zappos.com, Inc.		
Street Address:	2280 Corporate Circle, Suite 100		
City:	Henderson		
State/Country:	NEVADA		
Postal Code:	89074		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3198639	ZAPPOS.COM
CORRESPONDENCE DATA			
Fax Number:	2142064330		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2142064300		
Email:	trina@richardlawgroup.com		
Correspondent Name:	Jim F. Struthers, Richard Law Group		
Address Line 1:	8411 Preston Road, Suite 890		
Address Line 4:	Dallas, TEXAS 75225		
ATTORNEY DOCKET NUMBER:	ZAPP-0004		
NAME OF SUBMITTER:	Jim F. Struthers		
Signature:	/Jim F. Struthers/		

OP \$40.00 3198639

Date:

07/03/2013

**Total Attachments: 6**

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## AGREEMENT OF MERGER

BETWEEN

ZAPPOS.COM, INC.  
(a California corporation)

AND

ZAPPOS.COM, INC.  
(a Delaware corporation)

This Agreement of Merger (this "Agreement") is made and entered into as of November 2, 2009, between Zappos.com, Inc., a California corporation ("Zappos CA"), and Zappos.com, Inc., a Delaware corporation ("Zappos DE").

### RECITALS

WHEREAS, Zappos CA is a corporation duly organized and existing under the laws of the State of California and a wholly-owned subsidiary of Amazon.com, Inc., a Delaware corporation ("Amazon");

WHEREAS, Zappos DE is a corporation duly organized and existing under the laws of the State of Delaware and is a wholly-owned subsidiary of Zappos CA;

WHEREAS, the Board of Directors of Zappos CA and the Board of Directors of Zappos DE deem it advisable on the terms provided herein to merge Zappos CA with and into Zappos DE so that Zappos DE is the surviving corporation (the "Merger"); and

WHEREAS, the parties intend that the Merger constitute a reorganization described in Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended (the "Code"), and that this Agreement constitute a "plan of reorganization" as such term is used in Sections 354 and 361 of the Code.

NOW, THEREFORE, the parties agree as follows:

### ARTICLE I

#### MERGER

Section 1.1 The Merger. After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, and subject to applicable provisions of the General Corporation Law of the State of Delaware (the "DGCL") and the California Corporations Code (the "CCC"), Zappos CA will merge with and into Zappos DE and Zappos DE (i) will file a certificate of merger with the Secretary of State of the State of Delaware in accordance with section 252(c) of the DGCL (the "Certificate"), (ii) will file the Certificate with the Secretary of State of the State of California in accordance with section 1108(d) of the CCC and (iii) will make all other filings or recordings required by the DGCL or the CCC in connection with the Merger. The Merger

will become effective upon the filing of the Certificate with the Secretary of State of the State of Delaware or at such later time as may be provided for in the Certificate (the "Effective Time"). At the Effective Time, the separate corporate existence of Zappos CA will cease and Zappos DE will be the surviving corporation (the "Surviving Corporation").

Section 1.2 Conditions to the Merger. The respective obligation of each party to effect the Merger is subject to the satisfaction or waiver (except as provided in this Agreement) of the following conditions:

(a) This Agreement will have been adopted by Zappos CA, sole stockholder of Zappos DE, in accordance with the requirements of section 252(c) of the DGCL and the certificate of incorporation and bylaws of Zappos DE; and

(b) This Agreement will have been approved by Amazon, the sole shareholder of Zappos CA, in accordance with the requirements of section 1201 of the CCC and the articles of incorporation and bylaws of Zappos CA.

Section 1.3 Transfer, Conveyance and Assumption. At the Effective Time, Zappos DE will continue in existence as the Surviving Corporation and, without further transfer, succeed to and possess all rights, privileges, powers and franchises of Zappos CA, and all of the assets and property of whatever kind and character of Zappos CA shall vest in Zappos DE, as the Surviving Corporation, without further deed; thereafter, Zappos DE, as the Surviving Corporation, will be liable for all of the liabilities and obligations of Zappos CA, and any claim or judgment against Zappos CA may be enforced against Zappos DE, as the Surviving Corporation, in accordance with section 259 of the DGCL and section 1107 of the CCC.

Section 1.4 Certificate of Incorporation; Bylaws.

(a) From and after the Effective Time, the certificate of incorporation of Zappos DE will be the certificate of incorporation of the Surviving Corporation.

(b) From and after the Effective Time, the bylaws of Zappos DE will be the bylaws of the Surviving Corporation.

Section 1.5 Directors and Officers of the Surviving Corporation. From and after the Effective Time, the directors and officers of Zappos DE serving as directors or officers of Zappos DE immediately prior to the Effective Time will be the directors and officers of the Surviving Corporation.

## ARTICLE II CONVERSION OF SHARES

(a) At the Effective Time, by virtue of the Merger and without any action on the part of the holder of any outstanding common stock, par value \$0.01 per share, of Zappos DE ("Zappos DE Common Stock"), each share of Zappos DE Common Stock issued and outstanding immediately prior to the Effective Time will remain unchanged and continue to remain outstanding as one share of common stock of the Surviving Corporation.

(b) At the Effective Time, by virtue of the Merger and without any action on the part of the holder of any outstanding share of common stock, par value \$0.001 per share, of Zappos CA ("Zappos CA Common Stock"), each share of Zappos CA Common Stock issued and outstanding immediately prior to the Effective Time will be canceled and no consideration will be issued in respect thereof.

### ARTICLE III TERMINATION

At any time prior to the Effective Time, this Agreement may be terminated and the Merger abandoned for any reason whatsoever by the Board of Directors of Zappos DE or the Board of Directors of Zappos CA, notwithstanding the adoption of this Agreement by the stockholders of Zappos DE or Zappos CA.

### ARTICLE IV FURTHER ASSURANCES

If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further assignment, conveyance or assurance in law or any other acts are necessary or desirable to (i) vest, perfect or confirm in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of Zappos CA acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement, Zappos CA and its proper officers shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Corporation and otherwise carry out the purposes of this Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name of Zappos CA or otherwise to take any and all such action.

### ARTICLE V MISCELLANEOUS

Section 5.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of law thereof.

Section 5.2 Headings. The headings and subheadings used in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.

Section 5.3 Counterpart Execution. This Agreement may be executed in multiple counterparts with the same effect as if all parties hereto had signed the same document. All counterparts so executed shall be deemed to be an original, shall be construed together and shall constitute one Agreement.

Section 5.4 Severability. In the event any provision, or portion thereof, of this Agreement is held by a court having proper jurisdiction to be unenforceable in any jurisdiction, then such portion or provision shall be deemed to be severable as to such jurisdiction (but, to the extent permitted by law, not elsewhere) and shall not affect the remainder of this Agreement, which shall continue in full force and effect. If any provision of this Agreement is held to be so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is necessary for it to be enforceable.

Section 5.5 Amendments. This Agreement may not be amended except by an instrument in writing, specifying such amendment, alteration or modification, signed by each of the parties hereto. Such amendment must occur prior to the Effective Time.

*[Signature Pages Follow]*


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the  
2<sup>nd</sup> day of November, 2009.

ZAPPOS.COM, INC.  
(a Delaware corporation)

By:   
Name: Alfred Lin  
Title: Vice President

[Signature Page to Agreement of Merger]

ZAPPOS.COM, INC.  
(a California corporation)

By:   
Name: Alfred Lin  
Title: Chief operating officer

*[Signature Page to Agreement of Merger]*