

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Design Space LLC		07/31/2013	LIMITED LIABILITY COMPANY: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Wayfair LLC
<b>Street Address:</b>	177 Huntington Avenue
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02115
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3506509	ROOM 365
Serial Number:	85478805	ROOM 365
Registration Number:	3229073	DESIGNSPACE

**CORRESPONDENCE DATA**

Fax Number: 6179518736  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 6179518000  
 Email: jennifer.kagan@bingham.com  
 Correspondent Name: Jennifer Kagan  
 Address Line 1: One Federal Street  
 Address Line 2: Bingham McCutchen LLP  
 Address Line 4: Boston, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	WAYFAIR-000
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OP \$90.00 3506509

NAME OF SUBMITTER:	Jennifer Kagan
Signature:	/jenniferkagan/
Date:	08/07/2013
<b>Total Attachments: 3</b> source=Wayfair - Assignment of Trademark - Design Space LLC#page1.tif source=Wayfair - Assignment of Trademark - Design Space LLC#page2.tif source=Wayfair - Assignment of Trademark - Design Space LLC#page3.tif	

## ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (the "Assignment") dated as of July 31, 2013 is executed by Design Space LLC, a New York limited liability company ("Assignor"), in favor of Wayfair LLC, a Delaware limited liability company ("Assignee").

WHEREAS, the Assignor holds all right, title and interest in and to the trademarks service marks identified in the attached Schedule A (the "Marks");

WHEREAS, the Assignor and the Assignee are parties to the Asset Purchase Agreement dated of even date herewith by and between (i) the Assignee, and (ii) DwellStudio Holdings LLC, a Delaware limited liability company, Dwell Home Furnishings, LLC and Design Space LLC and each of Christiane Lemieux, Joshua Young and Brand Sense Partners, LLC (the "Purchase Agreement"), pursuant to which the Assignor is selling to the Assignee certain of the assets of Assignor, including the Marks; and

WHEREAS, the Assignor now wishes to assign the Marks to the Assignee, and the Assignee is desirous of acquiring the Marks from the Assignor.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Assignment and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee and the Assignor hereby agree as follows:

1. The Assignor does hereby sell, assign, transfer and deliver to the Assignee, Assignor's right, title and interest in and to (a) the Marks including all trademark registrations and applications associated therewith, (b) the goodwill of the business symbolized by and associated with the Marks, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or such associated goodwill.
2. The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and, in the case of any trademark applications filed with any office of any country or countries foreign to the United States, any officer of such country whose duty it is to issue trademark registrations or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same for the Marks to the Assignee and its successors, assigns and other legal representatives in accordance with the terms of this Assignment.

*[Signatures On The Next Page]*

IN WITNESS WHEREOF, the Assignor has executed this Assignment, as an instrument under seal, effective as of the date first written above.

DESIGN SPACE LLC

By: 

Name: Joshua Young  
Title: Member

ACKNOWLEDGEMENT

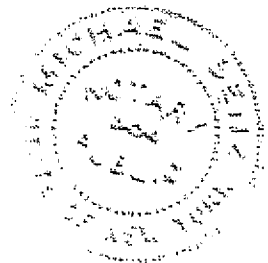
STATE OF NEW YORK  
COUNTY OF NEW YORK ss.

On this the 29<sup>th</sup> day of July, 2013, before me appeared Joshua Young, the person who signed this instrument, who acknowledged that he or she signed such instrument as his or her free act and deed.

  
Notary Public

My commission expires: 08/30/2016

MICHAEL SENZ  
Notary Public State of New York  
No. 01SE6114952  
Qualified in New York County  
Commission Expires Aug. 30, 2016



*Assignment of Trademarks*

**SCHEDULE A**

**Marks**

<b>TRADEMARK</b>	<b>TERRITORY</b>	<b>REGISTRATION NO.</b>
ROOM 365	USA	3506509
ROOM 365	USA	85/478,805
DESIGNSPACE	USA	3229073
ROOM365	Canada	TMA1553164
ISABELLE & MAX	Canada	153335800
DESIGNBUG	European Union	5432331