

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	release of security interest at Reel/Frame 4608/0061

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BRAND SENSE PARTNERS, LLC		07/31/2013	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	WAYFAIR LLC, successor in interest to DWELL HOME FURNISHINGS, LLC
Street Address:	177 HUNTINGTON AVENUE
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02115
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3652596	DWELLSTUDIO
Registration Number:	3655861	DD DD DD DD
Registration Number:	3808514	DD DD DD DD
Registration Number:	3990658	ISABELLE & MAX
Registration Number:	3547698	MINDBLOCKS
Registration Number:	3506509	ROOM 365
Registration Number:	3229073	DESIGNSPACE

CORRESPONDENCE DATA

Fax Number: 7147558290
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: ipdocket@lw.com
 Correspondent Name: Latham & Watkins LLP, c/o Julie Dalke
 Address Line 1: 650 Town Center Dr, 20th floor
 Address Line 2: (053012-0003)

OP \$190.00 3652596

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: (053012-0003)

NAME OF SUBMITTER: Adam Kummins

Signature: /Adam Kummins/

Date: 09/03/2013

Total Attachments: 5

source=Brand Sense Payoff Letter#page1.tif

source=Brand Sense Payoff Letter#page2.tif

source=Brand Sense Payoff Letter#page3.tif

source=Brand Sense Payoff Letter#page4.tif

source=Brand Sense Payoff Letter#page5.tif

July 31, 2013

DwellStudio Holdings LLC
Dwell Home Furnishings LLC
Design Space, LLC
155 6th Avenue, 7th Floor
New York, NY 10013

Wayfair LLC
177 Huntington Avenue, Suite 6000
Boston, MA 02115

Re: Loan Payoff Pursuant to the Loan Agreement (as defined below); and

Professional Services Agreement, dated July 1, 2011, as amended July 1, 2012, by and between Brand Sense Partners, LLC, a California limited liability company ("Lender") and DwellStudio Holdings LLC ("Parent") (the "Professional Services Agreement")

Ladies and Gentlemen:

Lender hereby agrees with Parent, Dwell Home Furnishings LLC, Design Space, LLC (collectively, the "Companies") that the total amount required which, if received by Lender on July 30, 2013 (the "Payoff Date"), would satisfy all obligations of the Companies currently owed under the Credit, Security and Pledge Agreement, dated June 30, 2011, among the Companies and Lender (the "Loan Agreement") is \$600,000 (such amount, plus any per diem interest if applicable, is referred to herein as the "Payoff Amount") provided that payment is received by 2:00 p.m. pacific time. If Lender receives payment after 2:00 pm on the Payoff Date, the additional per diem interest of \$133.33 shall be due. This letter shall terminate and be of no further force or effect if the Payoff Amount, plus any additional per diem interest, is not received by Lender on or before 2:00 p.m. pacific time on August 1, 2013. The Lender acknowledges that the Payoff Amount may be received in the form of a wire transfer of funds from Wayfair LLC ("Wayfair"). Capitalized terms used herein but not defined herein shall have the meaning therefor set forth in the Loan Agreement.

The wiring instructions for Lender are as follows:

Citibank, NA
1801 Avenue of the Stars, First Floor
Los Angeles, CA 90067
Routing Number: 322271724
Account Number: 202100764
Account Name: Brand Sense Partners, LLC

Upon receipt by Lender of the Payoff Amount, (i) all liens, security interests and encumbrances in favor of Lender under the Fundamental Documents against or with respect to any and all assets, properties and rights of the Companies securing the Obligations will be automatically released and discharged, (ii) the Companies or Wayfair shall be authorized to

prepare and file all UCC-3 Termination Statements and other release instruments in connection with the foregoing release as the Companies or Wayfair may reasonably require, (iii) the Fundamental Documents and all Obligations will be deemed satisfied and terminated, except to the extent that certain indemnification and other obligations expressly set forth in the Fundamental Documents survive the termination of the Fundamental Documents.

In addition, the Lender and confirms and agrees that \$87,869.85 is the full amount due and payable to the undersigned by Parent pursuant to the Professional Services Agreement (the "Services Fee").


Subject to the Lender's receipt of the Services Fee and the Payoff Amount from either the Companies or Wayfair, the Lender hereby releases, remises and forever discharges Wayfair and its successors from and against any and all claims, suits, causes of action, obligations, controversies, debts, costs, attorneys' fees, expenses, damages, judgments, orders and liabilities under the Professional Services Agreement or any of the Fundamental Documents of whatever kind or nature, whether or not now known or suspected, that have existed or may have existed, or that do exist or that hereafter shall or may exist; provided, however, that this paragraph shall not apply to the Letter Agreement, dated on or about the date hereof, between the Lender and Wayfair. Lender represents and warrants to Wayfair that it has not sold, assigned, conveyed or otherwise transferred before the date of this letter any claim or demand which it is now releasing under the prior sentence.

This letter supersedes all prior contracts, agreements, negotiations, discussions, and understandings, whether oral or in writing, between the parties hereto with respect to the subject matter hereof; provided, however, nothing contained herein supersedes the Professional Services Agreement, any of the Fundamental Documents or the Asset Purchase Agreement, of even date herewith, among the parties hereto and other parties named therein. This letter shall be governed by, and construed in accordance with, the substantive laws of the State of California without regard to principles of conflicts of laws. No amendment of this letter shall be valid unless made in writing by the parties hereto. No waiver of any provision of this letter shall be valid unless made in writing by the waiving party.

This letter may be signed in several counterparts and delivery of a photocopy or facsimile of an executed counterpart of this letter shall be effective as delivery of a manually executed original counterpart of this letter.

Please indicate your acceptance by signing in the space provided below.

BRAND SENSE PARTNERS, LLC

By: 
Ramez Toubassy, President
BRIAN FRANK, CHAIRMAN

ACKNOWLEDGED AND ACCEPTED the day
and year above written.

DWELLSTUDIO HOLDINGS LLC

By: _____
Name: _____
Title: _____

DWELL HOME FURNISHINGS LLC

By: _____
Name: _____
Title: _____

DESIGN SPACE, LLC

By: _____
Name: _____
Title: _____

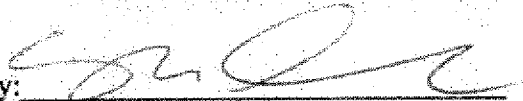
Please indicate your acceptance by signing in the space provided below.

BRAND SENSE PARTNERS, LLC


By: _____
Ramez Toubassy, President

ACKNOWLEDGED AND ACCEPTED the day
and year above written.

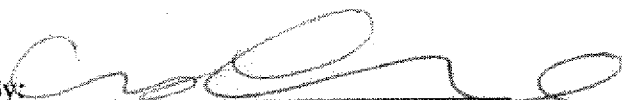
DWELLSTUDIO HOLDINGS LLC

By: 
Name: CHRISTIANE VENIEUX
Title: FOUNDER / MEMBER

DWELL HOME FURNISHINGS LLC

By: 
Name: CHRISTIANE VENIEUX
Title: FOUNDER / MEMBER

DESIGN SPACE, LLC

By: 
Name: CHRISTIANE VENIEUX
Title: FOUNDER / MEMBER

Letter Agreement re: Loan Payoff

TRADEMARK

REEL: 005102 FRAME: 0222

Please indicate your acceptance by signing in the space provided below.

BRAND SENSE PARTNERS, LLC

By: _____
Ramez Toubassy, President

ACKNOWLEDGED AND ACCEPTED the day
and year above written.

DWELLSTUDIO HOLDINGS LLC

By: _____
Name: _____
Title: _____

DWELL HOME FURNISHINGS LLC

By: _____
Name: _____
Title: _____

DESIGN SPACE, LLC

By: _____
Name: _____
Title: _____

WAYFAIR, LLC

By: _____
Name: *Nick S. Shaw*
Title: *President + CEO*