

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT												
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the schedule of trademarks in the Assignment previously recorded on Reel 005087 Frame 0168. Assignor(s) hereby confirms the Trademark Assignment pursuant to this Amended and Restated Assignment of Trademarks.												
<b>CONVEYING PARTY DATA</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 20%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 30%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Design Space, LLC</td> <td></td> <td>08/01/2013</td> <td>LIMITED LIABILITY COMPANY: NEW YORK</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Design Space, LLC		08/01/2013	LIMITED LIABILITY COMPANY: NEW YORK				
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<b>RECEIVING PARTY DATA</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"><b>Name:</b></td> <td>Wayfair LLC</td> </tr> <tr> <td><b>Street Address:</b></td> <td>177 Huntington Avenue</td> </tr> <tr> <td><b>City:</b></td> <td>Boston</td> </tr> <tr> <td><b>State/Country:</b></td> <td>MASSACHUSETTS</td> </tr> <tr> <td><b>Postal Code:</b></td> <td>02110</td> </tr> <tr> <td><b>Entity Type:</b></td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>		<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>	02110	<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE
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<b>PROPERTY NUMBERS Total: 2</b>													
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<b>CORRESPONDENCE DATA</b>													
<p>Fax Number: 6179518736  <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 6179518000              Email: jennifer.kagan@bingham.com              Correspondent Name: jennifer.kagan@bingham.com              Address Line 1: One Federal Street              Address Line 2: Bingham McCutchen LLP              Address Line 4: Boston, MASSACHUSETTS 02110</p>													
<b>ATTORNEY DOCKET NUMBER:</b>	WAYFAIR-000												

OP \$65.00 3506509

NAME OF SUBMITTER:	Jennifer Kagan
Signature:	/jenniferkagan/
Date:	10/03/2013
<b>Total Attachments: 7</b> source=DESIGNSPACE assignment#page1.tif source=DESIGNSPACE assignment#page2.tif source=DESIGNSPACE assignment#page3.tif source=DESIGNSPACE assignment#page4.tif source=DESIGNSPACE assignment#page5.tif source=DESIGNSPACE assignment#page6.tif source=DESIGNSPACE assignment#page7.tif	

## AMENDED AND RESTATED ASSIGNMENT OF TRADEMARK

This Amended and Restated Assignment of Trademark (the "Assignment") is made this 14 day of August, 2013 (the "Execution Date"), effective as of July 31, 2013 (the "Effective Date") by Design Space, LLC, a New York limited liability company ("Assignor"), in favor of Wayfair LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Assignment of Trademark dated as of July 31, 2013 (the "Previous Agreement"), and whereas Assignor and Assignee desire to amend and restate the Previous Agreement in its entirety;

WHEREAS, as of the Effective Date, 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 July 31, 2013 by and between (i) the Assignee, and (ii) the Assignor, Dwell Studio Holdings LLC, a Delaware limited liability company, Dwell Home Furnishings, LLC and each of Christiane Lemieux, Joshua Young and Brand Sense Partners, LLC (the "Purchase Agreement"), pursuant to which the Assignor sold to the Assignee certain of the assets of Assignor, including the Marks; and

WHEREAS, the Assignor 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 effective as of the Effective Date, all of 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.

3. Assignor agrees, at Assignee's sole expense, to execute all oaths, assignments, powers of attorney, applications, and other papers necessary to fully secure to Assignee the right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the trademark in a form acceptable for recordation in the United States Patent and Trademark Office, or any foreign trademark office.

*[Signatures On The Next Page]*

A/75678571.1

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

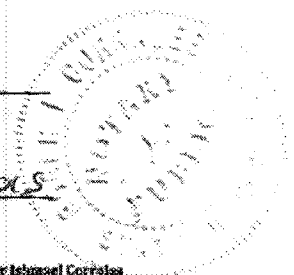
ACKNOWLEDGEMENT

STATE OF New York  
COUNTY OF New York ss.

On this the 27 day of September, 2013, before me appeared Joshua D. 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: 9/19/2015



Roger Samuel Corrales  
Notary Public, State of New York  
No. 01006248579  
Qualified in New York County  
Commission Expires on September 19, 2015

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

WAYFAIR LLC

By: *Nicholas Malone*  
Nicholas Malone  
Chief Financial Officer

ACKNOWLEDGEMENT

STATE OF *Massachusetts*  
COUNTY OF *Suffolk* ss.

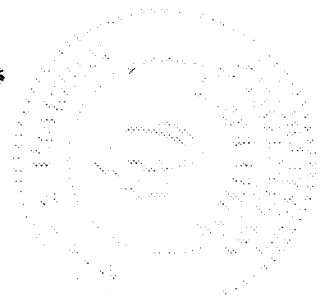
On this the *30<sup>th</sup>* day of *Sept.*, 2013, before me appeared *Nicholas Malone*  
the person who signed this instrument, who acknowledged that he or she signed such instrument as his or her free act and deed.

*Marie S. Moynihan*  
Notary Public

My commission expires: *3/7/2019*



MARIE S. MOYNIHAN  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
March 7, 2019



SCHEDULE A

Marks

TRADEMARK	TERRITORY	REGISTRATION NO.
ROOM 365	USA	3506509
DESIGN SPACE	USA	3229073

A/75678571.1

