

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT			
NATURE OF CONVEYANCE:	Corrective Assignment to correct the schedule of trademarks in the Assignment previously recorded on Reel 005087 Frame 0173. Assignor(s) hereby confirms the Trademark Assignment pursuant to this Amended and Restated Assignment of Trademarks..			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Dwell Home Furnishings, LLC		08/01/2013	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA				
Name:	Wayfair LLC			
Street Address:	177 Huntington Avenue			
City:	Boston			
State/Country:	MASSACHUSETTS			
Postal Code:	02110			
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE			
PROPERTY NUMBERS Total: 7				
	Property Type	Number	Word Mark	
	Registration Number:	3652596	DWELLSTUDIO	
	Registration Number:	3884413	DWELLSTUDIO	
	Registration Number:	4238428	DWELLSTUDIO	
	Registration Number:	3655861	DD DD DD DD	
	Registration Number:	3808514	DD DD DD DD	
	Registration Number:	3990658	ISABELLE & MAX	
	Registration Number:	3547698	MINDBLOCKS	
CORRESPONDENCE DATA				
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>				
Phone:	6179518000			

OP \$190.00 3652596

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

ATTORNEY DOCKET NUMBER:	WAYFAIR-000
NAME OF SUBMITTER:	Jennifer Kagan
Signature:	/jenniferkagan/
Date:	10/03/2013

Total Attachments: 7

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United States Patent and Trademark Office

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Electronic Trademark Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dwell Home Furnishings, LLC		07/31/2013	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Wayfair 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:	3884413	DWELLSTUDIO
Registration Number:	4238428	DWELLSTUDIO
Registration Number:	3655861	DD DD DD DD
Registration Number:	3808514	DD DD DD DD
Registration Number:	3990658	ISABELLE & MAX
Registration Number:	3547698	MINDBLOCKS

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Fax Number:	6179518736
Phone:	6179518000
Email:	jennifer.kagan@bingham.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Jennifer Kagan
Address Line 1:	One Federal Street
Address Line 2:	Bingham McCutchen LLP
Address Line 4:	Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	WAYFAIR-000
NAME OF SUBMITTER:	Jennifer Kagan
Signature:	/jenniferkagan/
Date:	08/07/2013

Total Attachments: 3 source=Wayfair - Assignment of TradeMark - Dwell#page1.tif source=Wayfair - Assignment of TradeMark - Dwell#page2.tif source=Wayfair - Assignment of TradeMark - Dwell#page3.tif

RECEIPT INFORMATION	
ETAS ID:	TM277264
Receipt Date:	08/07/2013
Fee Amount:	\$190

[Return to home page](#)

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AMENDED AND RESTATED ASSIGNMENT OF TRADEMARK

1st This Amended and Restated Assignment of Trademark (the "Assignment") is made this day of August, 2013 (the "Execution Date"), effective as of July 31, 2013 (the "Effective Date") by Dwell Home Furnishings, 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, and Design Space 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/75678497.1

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

DWELL HOME FURNISHINGS, LLC

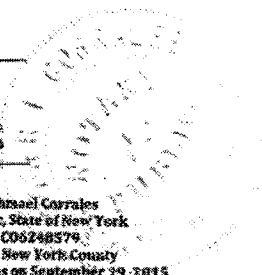
By: [Signature]
Name: JOSHUA JARA
Title: member

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.

[Signature]
Notary Public
My commission expires: 9/19/2015



Roger Ithrael Carrales
Notary Public, State of New York
No. 81006248579
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.

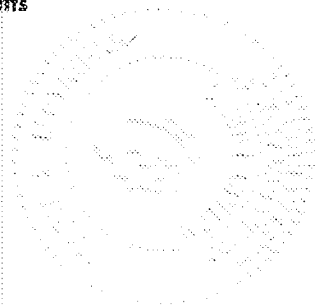
On this the *30th* day of *Sept.*, 2013, before me appeared *Nicholas C. Malone*
the person who signed this instrument, who acknowledged that he or she signed such instrument
as his or her free act and deed.

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	REG./APP. NO.
DWELLSTUDIO	USA	3652396
DWELLSTUDIO	USA	3884413
DWELLSTUDIO	USA	4238428
FOUR DOUBLE D LOGO	USA	3655861
FOUR DOUBLE D LOGO	USA	3808514
ISABELLE & MAX	USA	3990658
MIND BLOCKS	USA	3547698
ROOM 365	USA	85478805
DWELLSTUDIO	Canada	TMA812790
ISABELLE & MAX	Canada	1533358
ROOM 365	Canada	1553164
DWELLSTUDIO	European Union	6817977
DESIGNBUG	European Union	005432331
DWELLSTUDIO	Japan & Korea & Australia	978671
DWELLSTUDIO	Philippines	42009002867
DWELLSTUDIO	Philippines	42012012330
DWELLSTUDIO	New Zealand	813549

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