

## 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
Clickverge LLC		10/24/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Chewy.com, LLC		
Street Address:	200 SW First Avenue		
Internal Address:	Suite 80		
City:	Fort Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33301		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4085229	MR. CHEWY	
Registration Number:	4098771	DELIVERING PET HAPPINESS	
Registration Number:	4099126	DRIVEN BY PET HAPPINESS	
Registration Number:	4346308	CHEWY.COM	
Serial Number:	85883180	CHEWY.COM WHERE PET LOVERS SHOP	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6173106098		
Email:	stokesb@gtlaw.com		
Correspondent Name:	Bethany Stokes		
Address Line 1:	c/o Greenberg Traurig		
Address Line 2:	One International Place		

CH \$140.00 4085229

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 143684-010000

NAME OF SUBMITTER: Bethany A. Stokes

Signature: /Bethany A. Stokes/

Date: 10/28/2013

Total Attachments: 4  
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of this 24th day of October, 2013 (the "Effective Date") by and among Clickverge LLC, a limited liability company organized and existing under the laws of Delaware, having its principal place of business at 200 SW First Avenue, Suite 810, Fort Lauderdale, Florida 33301 U.S.A., ("Assignor") and Chewy.com, LLC, a limited liability company organized and existing under the laws of Delaware, having its principal place of business at 200 SW First Avenue, Suite 810, Fort Lauderdale, Florida 33301 U.S.A., and its successors, assigns and legal representatives (collectively "Assignee").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademarks registered and pending in the United States Patent and Trademark Office, registered and pending foreign trademark applications, and common law trademarks and service marks (collectively, the "Marks") as listed on Schedule A attached hereto; and

WHEREAS, Assignor desires to sell, transfer, assign and set over unto Assignee, and Assignee desires to accept, all rights, title and interest in and to the Marks as specified in this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

(1) Assignor hereby sells, transfers, assigns and sets over to Assignee, Assignor's entire right, title and interest (for all countries) in and to the Marks, and all the rights and privileges under any Marks that may be granted therefor, together with the goodwill of the business associated with the Marks; and all applications for industrial property protection, including without limitation, all applications for Marks which may hereafter be filed for said Marks in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Marks under the laws of the United States, or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for marks which may hereafter be filed for said Marks in any country or countries, together with the right to file such applications; and all forms of industrial property protection, which may be granted for said Marks in any country or countries.

(2) Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue Marks or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

(3) Assignor agrees that, at any time, upon the request of the Assignee, Assignor will execute and deliver all papers, take all rightful oaths, and do all acts which may be necessary or desirable to secure and maintain protection on the Marks throughout all countries of the world.

and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees, and otherwise to do the necessary to give full effect to and to perfect the rights of the Assignee under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this Assignment, transfer and sale as may be necessary or desirable.

(4) Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

(5) Assignor further covenants that at any time, upon the request of the Assignee, Assignee will be provided promptly with all pertinent facts and documents relating to the Marks and legal equivalents as may be known and accessible to Assignor and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to Assignee, its successors, assigns and legal representatives or nominees, any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said Marks and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

(6) Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for trademark, service mark or other form of protection for the Marks, the benefit of the right of priority provided by the laws of any country or countries, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

*[Signature page immediately follows]*

IN WITNESS WHEREOF, the parties to this Assignment, intending to be legally bound, have caused this Assignment to be duly executed as of the Effective Date.

ASSIGNOR:

CLICKVERGE LLC

By:  \_\_\_\_\_

Name: Ryan Cohen

Title: President

Agreed and Accepted by:

ASSIGNEE:

CHEWY.COM LLC

By:  \_\_\_\_\_

Name: Ryan Cohen

Title: President

## SCHEDULE A

The trademarks include all right, title and interest in and to the trademarks listed below including common law rights, registrations and applications in the United States Patent and Trademark Office, foreign trademarks and applications, and the goodwill associated with the trademarks.

1. United States Patent and Trademark Office, Trademark Registration No. 4,085,229 for "Mr. Chewy" registered January 10, 2012.
2. United States Patent and Trademark Office, Trademark Registration No. 4,098,771 for "Delivering Pet Happiness" registered February 14, 2012.
3. United States Patent and Trademark Office, Trademark Registration No. 4,099,126 for "Driven By Pet Happiness" registered February 14, 2012.
4. United States Patent and Trademark Office, Trademark Registration No. 4,346,308 for "Chewy.com" registered June 4, 2013.
5. Trademark/Service Mark Application for "Chewy.com where pet lovers shop", Serial Number 85883180 filed March 21, 2013 and approved for publication August 5, 2013.