

TRADEMARK ASSIGNMENT

10/23/2013

Electronic Version v1.1
Stylesheet Version v1.1



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MRO 10/23/13

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the name of Assignor and 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.

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: 1

Property Type	Number	Word Mark
Serial Number:	85478805	ROOM 365

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

ATTORNEY DOCKET NUMBER:	WAYFAIR-095
NAME OF SUBMITTER:	Jennifer Kagan

OP \$40.00 85478805

Signature:	/jenniferkagan/
Date:	10/03/2013
Total Attachments: 7 source=Corrective DWELL assignment#page1.tif source=Corrective DWELL assignment#page2.tif source=Corrective DWELL assignment#page3.tif source=Corrective DWELL assignment#page4.tif source=Corrective DWELL assignment#page5.tif source=Corrective DWELL assignment#page6.tif source=Corrective DWELL assignment#page7.tif	

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	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

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: 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

ATTORNEY DOCKET NUMBER:	WAYFAIR-000
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OP: \$90.00 3506509

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DEMA

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]

A75678497.1

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 Young
Title: MEMBER

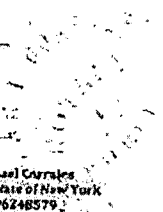
ACKNOWLEDGEMENT

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.

[Signature]
Notary Public

My commission expires: 9/19/2015

A circular notary seal for Roger Librassi Carreras, Notary Public, State of New York, No. 01006248579, Qualified in New York County, Commission Expires on September 19, 2015.
Roger Librassi Carreras
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 *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	3652596
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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