

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		01/14/2014	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Chewy.com, LLC		
Street Address:	200 S.W. First Avenue		
Internal Address:	Suite 810		
City:	Fort Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33301		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4446903	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:	2027065221		
Email:	abigail@zwillgen.com		
Correspondent Name:	Abby Liebeskind		
Address Line 1:	1900 M St. NW, suite 250		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
NAME OF SUBMITTER:	Abby Liebeskind		
Signature:	/Abby Liebeskind/		
Date:	01/14/2014		
Total Attachments: 3 source=signed tm assignment agreement 1-14-2014#page1.tif source=signed tm assignment agreement 1-14-2014#page2.tif source=signed tm assignment agreement 1-14-2014#page3.tif			

OP \$40.00 4446903

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of this 19 day of January, 2014 (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 S.W. 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 S.W. 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 trademark for "CHEWY.COM WHERE PET LOVERS SHOP" registered in the United States Patent and Trademark Office, Trademark Registration No. 4,446,903 on December 10, 2013, and all related registered and pending foreign trademark applications, and common law trademarks and service marks (collectively, the "Mark"); 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 Mark 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 Mark, and all the rights and privileges under any Marks that may be granted therefore, together with the goodwill of the business associated with the Mark; and all applications for intellectual property protection, including without limitation, all applications for Marks which may hereafter be filed for said to claim for the same the priority rights derived from the Mark 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 intellectual 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 intellectual 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, whose duty is to issue Marks or other evidence or forms of intellectual 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 Mark 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 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.

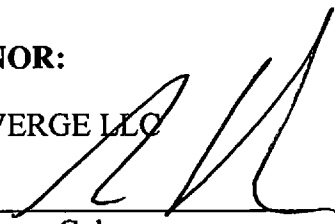
- (4) Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.
- (5) Assignor further covenants that at any time, upon the request of the Assignee, Assignee will be provided promptly with all pertinent facts and documents relating to the Mark 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 Mark 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 Mark, 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