

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332708

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hukkster, Inc.		01/05/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	Jet.com, Inc.		
Street Address:	353 Bloomfield Avenue		
City:	Montclair		
State/Country:	NEW JERSEY		
Postal Code:	07042		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4450092	HUKKSTER	
Registration Number:	4450093	HUKK	
CORRESPONDENCE DATA			
Fax Number:	2129079681		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-907-9622		
Email:	mtajika@ingramllp.com		
Correspondent Name:	Mioko C. Tajika		
Address Line 1:	250 Park Avenue		
Address Line 4:	New York, NEW YORK 10177		
NAME OF SUBMITTER:	Mioko C. Tajika		
SIGNATURE:	/Mioko C. Tajika/		
DATE SIGNED:	02/19/2015		
Total Attachments: 4			
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Trademark Assignment

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and given as of the 5th day of January, 2015 pursuant to the Asset Purchase Agreement (the "Purchase Agreement"), by and between Jil Mazer-Marino, not individually but as trustee for the Chapter 7 bankruptcy estate of Hukkster, Inc. ("Assignor") and Jet.com, Inc. ("Assignee"). Except as otherwise expressly provided herein, all capitalized terms defined in the Purchase Agreement and used in this Trademark Assignment without further definition have the meanings set forth in the Purchase Agreement.

WITNESSETH

WHEREAS, pursuant to the Purchase Agreement, Assignee has purchased Assignor's trademarks as set forth on Schedule 1 hereto (the "Trademarks"); and

WHEREAS, Assignee and Assignor desire to enter into this Trademark Assignment to effect the transfer of the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks, and all common law rights with respect thereto, if any, all registration applications and registrations thereof in the United States Patent and Trademark Office or in any office or agency of any State thereof or any foreign country, if any, all rights therein provided by international treaties or conventions, all extensions and renewals of any of the foregoing, if any, and all rights to police, monitor and enforce the Trademarks against any and all past infringements, and to sue for and recover damages and profits for past infringements thereof, together with any and all further privileges to establish use, ownership, and/or registration thereof.

2. Assignor shall, upon Assignee's request, execute all such documents and provide all such assistance as may be reasonably necessary to ensure that Assignee obtains the full benefit of the assignment set forth herein or to perfect Assignee's title to the Trademarks, subject to the payment by Assignee of Assignor's reasonable costs in relation to any such assistance.

3. Assignor represents and warrants that it (i) has not granted any third party any rights in or to the Trademarks or any other rights assigned hereunder, or (ii) it has not entered into any agreement with any third party in conflict with the terms of this Trademark Assignment or the Purchase Agreement.

4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which counterparts taken together shall constitute one and the same agreement.

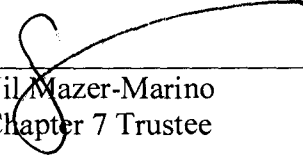
6. This Assignment shall be governed in accordance with the laws of the State of New York, without giving effect to principles of conflicts of laws. The parties consent to the exclusive jurisdiction of the United States Bankruptcy Court for the Southern District of New York.

[Signature page to follow]

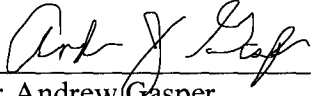
[Signature page – Trademark Assignment]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the day and year first above written.

JIL MAZER-MARINO,
Chapter 7 Trustee for Hukkster, Inc., as Assignor

By: 
Name: Jil Mazer-Marino
Title: Chapter 7 Trustee

JET.COM, INC.

By: 
Name: Andrew Gasper
Title: General Counsel

SCHEDULE 1

Trademarks

1. Hukkster – U.S. Trademark Registration No. 4,450,092
2. Hukk – U.S. Trademark Registration No. 4,450,093
3. Hukkster – International Trademark Registration No. 4,450,092
4. Hukk – International Trademark Registration No. 4,450,093