

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM417569

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wayfair LLC		02/22/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Citibank, N.A.
<b>Street Address:</b>	800 Boylston Street
<b>Internal Address:</b>	24th Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02199-8001
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	4230952	A ZILLION THINGS HOME
Registration Number:	5101608	ALCOTT HILL
Registration Number:	4284767	ALLMODERN
Registration Number:	4924535	ANDOVER MILLS
Registration Number:	5115571	AUGUST GROVE
Serial Number:	87223100	BAY ISLE HOME
Serial Number:	87223113	BEACHCREST HOME
Registration Number:	4848097	BIRCH LANE
Registration Number:	5130000	BRAYDEN STUDIO
Serial Number:	87223118	BREAKWATER BAY
Registration Number:	4744920	CASTLEGATE FULFILLMENT
Registration Number:	4752462	CASTLETON HOME
Registration Number:	5130516	CHARLTON HOME
Registration Number:	4380262	COMMCLAD
Registration Number:	5129998	CORRIGAN STUDIO
Registration Number:	3158556	CSN STORES
Registration Number:	4368039	CURATE FOR A CAUSE
Registration Number:	4218961	CURATOR'S COLLECTION

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5130001	DARBY HOME CO.
Registration Number:	3988823	DCOR DESIGN
Registration Number:	4367576	
Registration Number:	3652596	DWELLSTUDIO
Registration Number:	3884413	DWELLSTUDIO
Registration Number:	4238428	DWELLSTUDIO
Registration Number:	4164924	HOKKU DESIGNS
Registration Number:	3802436	HOKKU DESIGNS
Serial Number:	86979919	HOUSE OF HAMPTON
Registration Number:	3990658	ISABELLE & MAX
Registration Number:	4096984	JOSS & MAIN
Registration Number:	4222806	JOSS GEMS
Serial Number:	87223127	LARK MANOR
Serial Number:	87223116	LATITUDE RUN
Registration Number:	5110898	LOON PEAK
Registration Number:	4994101	MERCURY ROW
Registration Number:	5101609	ONE ALLIUM WAY
Registration Number:	5050378	RED BARREL STUDIO
Registration Number:	3506509	ROOM 365
Registration Number:	4808728	ROOM 365
Serial Number:	87234635	ROSALIND WHEELER
Serial Number:	87234621	SYMPLE STUFF
Registration Number:	4914713	THREE POSTS
Registration Number:	5129999	TRENT AUSTIN DESIGN
Registration Number:	5130526	VARICK GALLERY
Serial Number:	87234649	VIV + RAE
Registration Number:	5111380	WADE LOGAN
Registration Number:	4143919	WAYFAIR
Registration Number:	4367577	WAYFAIR
Registration Number:	4191011	WILDON HOME
Registration Number:	3792919	WILDON HOME
Registration Number:	4957489	ZIPCODE

**CORRESPONDENCE DATA**

Fax Number: 2158511420

*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.*

Phone: 212-521-5432

Email: phlipdocketing@reedsmith.com

**Correspondent Name:** Meredith D. Pikser, Reed Smith LLP  
**Address Line 1:** 599 Lexington Avenue  
**Address Line 2:** 22nd Floor  
**Address Line 4:** New York, NEW YORK 10022

<b>NAME OF SUBMITTER:</b>	Meredith D. Pikser
<b>SIGNATURE:</b>	/Meredith D. Pikser/
<b>DATE SIGNED:</b>	02/27/2017

**Total Attachments: 8**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 22, 2017, made by Wayfair LLC, a Delaware limited liability company (the "Grantor"), in favor of Citibank, N.A., as Administrative Agent for the benefit of the Secured Parties (in such capacity, the "Administrative Agent").

**WHEREAS**, pursuant to the Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meaning assigned to such terms in the Security Agreement), the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Administrative Agent as follows:

Section 1. **Grant of Security**. The Grantor hereby unconditionally pledges and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in and to all of the Grantor's right, title and interest in or to the following assets and properties whether now owned or hereafter acquired or arising and wherever located or in which the Grantor now has or at any time hereafter acquires any right, title or interest in (collectively, the "Trademark Collateral");

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

(c) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by such Grantor (including, without limitation, any United States Trademark identified in Schedule I hereto).

Notwithstanding the foregoing, the Trademark Collateral does not and shall not include any Excluded Collateral.

Section 2. **Security for Obligations.** The grant of a security interest in the Trademark Collateral by the Grantor under this Agreement secures the payment and performance of all of the Obligations of the Secured Parties now or hereafter existing under the Credit Agreement and is not to be construed as an assignment of any Trademark Collateral.

Section 3. **Recordation.** The Grantor authorizes the Commissioner for Trademarks to record and register this Agreement upon request by the Administrative Agent.

Section 4. **Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

Section 5. **Authorization to Supplement.** The Grantor shall comply with the obligations set forth in Section 4.4(b) of the Security Agreement in connection with obtaining rights to any new trademark application or issued trademark or become entitled to the benefit of any trademark application or trademark for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing trademark or trademark application. Without limiting Grantors' obligations under this Section, the Grantor hereby authorizes the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of the Grantor identified on the schedules delivered by the Grantor to the Administrative Agent pursuant to Section 4.4(b) of the Security Agreement and which become part of the Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

Section 6. **Execution in Counterparts.** This Agreement may be executed in counterparts and by different parties hereto in different counterparts, each of which shall constitute an original and all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 7. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 8. **Governing Law.** This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of

New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

Section 9. **No Strict Construction.** The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

Section 10. **Severability.** In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

**IN WITNESS WHEREOF**, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**GRANTOR:**

**WAYFAIR LLC**

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

Name: Nicholas Malone

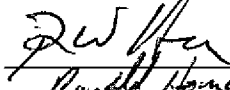
Title: Treasurer

[Trademark Security Agreement – Signature Page]

**TRADEMARK**  
**REEL: 005998 FRAME: 0899**

**AGREED TO AND ACCEPTED:**

CITIBANK, N.A.,  
as Administrative Agent

By:   
Name: *Ronald Homa*  
Title: *Senior Vice President*  
*AS Authorized*


**Ron Homa**  
Senior Vice President  
Citi Commercial Banking  
Telephone (617) 859-3428  
P# 6596671


Address for Notices:  
Citibank, N.A.,  
as Administrative Agent  
800 Boylston Street, 24th Floor  
Boston, Massachusetts 02199-8001  
Attention: Ron Homa  
Email: ron.homa@citi.com  
Facsimile No.: (866) 297-5331



**Trademark Registrations**

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
A ZILLION THINGS HOME	35	85369108 12-JUL-2011	4230952 23-OCT-2012
ALCOTT HILL	6, 11, 16, 20, 21, 24, 27	86769479 25-SEP-2015	5101608 13-DEC-2016
ALLMODERN	35	85459681 29-OCT-2011	4284767 05-FEB-2013
ANDOVER MILLS	11, 20, 27	86406867 26-SEP-2014	4924535 22-MAR-2016
AUGUST GROVE	6, 11, 14, 16, 20, 21, 24, 27	86769489 25-SEP-2015	5115571 03-JAN-2017
BAY ISLE HOME	6, 11, 16, 20, 21, 24, 27, 35	87223100 01-NOV-2016	
BEACHCREST HOME	6, 11, 14, 16, 20, 21, 24, 27, 35	87223113 01-NOV-2016	
BIRCH LANE	35	86977415 01-NOV-2013	4848097 03-NOV-2015
BRAYDEN STUDIO	6, 11, 14, 16, 20, 21, 24, 27	86769478 25-SEP-2015	5130000 24-JAN-2017
BREAKWATER BAY	6, 11, 16, 20, 21, 24, 27, 35	87223118 01-NOV-2016	
CASTLEGATE FULFILLMENT	35, 39	86236724 31-MAR-2014	4744920 26-MAY-2015
CASTLETON HOME	20	85982222 01-MAR-2013	4752462 09-JUN-2015
CHARLTON HOME	11, 14, 16, 20, 24, 27	86981192 25-SEP-2015	5130516 24-JAN-2017
COMMCLAD	12, 16, 20	85815838 04-JAN-2013	4380262 06-AUG-2013
CORRIGAN STUDIO	6, 11, 14, 16, 20, 21, 24, 27	86769475 25-SEP-2015	5129998 24-JAN-2017
CSN STORES	35	78763365 30-NOV-2005	3158556 17-OCT-2006
CURATE FOR A CAUSE	35	85787038 26-NOV-2012	4368039 16-JUL-2013

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
CURATOR'S COLLECTION	35	85346766 15-JUN-2011	4218961 02-OCT-2012
DARBY HOME CO.	6, 11, 14, 16, 20, 24, 27	86769485 25-SEP-2015	5130001 24-JAN-2017
DCOR DESIGN	6, 20	85136610 23-SEP-2010	3988823 05-JUL-2011
	35	85770469 02-NOV-2012	4367576 16-JUL-2013
DWELLSTUDIO	11, 16, 18, 20, 24, 25, 27, 28	77977246 13-SEP-2007	3652596 07-JUL-2009
DWELLSTUDIO	16, 24	77980637 13-SEP-2007	3884413 30-NOV-2010
DWELLSTUDIO	6, 20, 21, 35, 42	85273867 22-MAR-2011	4238428 06-NOV-2012
HOKKU DESIGNS	11, 14, 16, 20, 24, 27, 28	77837524 29-SEP-2009	4164924 26-JUN-2012
HOKKU DESIGNS	20	77837538 29-SEP-2009	3802436 15-JUN-2010
HOUSE OF HAMPTON	6, 11, 14, 16, 27	86979919 25-SEP-2015	
ISABELLE & MAX	25	77825108 11-SEP-2009	3990658 05-JUL-2011
JOSS & MAIN	35	85174919 11-NOV-2010	4096984 07-FEB-2012
JOSS GEMS	35	85346757 15-JUN-2011	4222806 09-OCT-2012
LARK MANOR	6, 11, 14, 16, 20, 21, 24, 27, 35	87223127 01-NOV-2016	
LATITUDE RUN	6, 11, 14, 16, 20, 21, 24, 27, 35	87223116 01-NOV-2016	
LOON PEAK	6, 11, 14, 16, 20, 21, 24, 27	86769488 25-SEP-2015	5110898 27-DEC-2016
MERCURY ROW	6, 11, 16, 20, 21, 24, 27	86458082 18-NOV-2014	4994101 05-JUL-2016
ONE ALLIUM WAY	6, 11, 14, 16, 20, 21, 24, 27	86769482 25-SEP-2015	5101609 13-DEC-2016

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
RED BARREL STUDIO	11, 14, 16, 20, 21, 24, 27	86458088 18-NOV-2014	5050378 27-SEP-2016
ROOM 365	20, 24	78770669 09-DEC-2005	3506509 23-SEP-2008
ROOM 365	24	85478805 22-NOV-2011	4808728 08-SEP-2015
ROSALIND WHEELER	11, 14, 16, 20, 24, 27, 35	87234635 11-NOV-2016	
SYMPLE STUFF	6, 11, 14, 16, 35	87234621 11-NOV-2016	
THREE POSTS	11, 14, 16, 20, 21, 24, 27	86406871 26-SEP-2014	4914713 08-MAR-2016
TRENT AUSTIN DESIGN	6, 11, 14, 16, 20, 21, 24, 27	86769476 25-SEP-2015	5129999 24-JAN-2017
VARICK GALLERY	11, 16, 20, 21, 24, 27	86981235 25-SEP-2015	5130526 24-JAN-2017
VIV + RAE	11, 14, 16, 21, 24, 27, 35	87234649 11-NOV-2016	
WADE LOGAN	11, 14, 16, 20, 24, 27	86980886 25-SEP-2015	5111380 27-DEC-2016
WAYFAIR	35	85253274 28-FEB-2011	4143919 15-MAY-2012
	35	85770475 02-NOV-2012	4367577 16-JUL-2013
WILDON HOME	11, 14, 20, 27	77838510 30-SEP-2009	4191011 14-AUG-2012
WILDON HOME	20	77843700 07-OCT-2009	3792919 25-MAY-2010
ZIPCODE	11, 14, 20, 27	86976391 30-JUL-2014	4957489 10-MAY-2016