

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456843

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ModCloth, Inc.		03/17/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jet.com, Inc.		
<b>Street Address:</b>	221 River Street		
<b>City:</b>	Hoboken		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07030		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5195823	BREAKFAST FOR DINNER	
<b>Serial Number:</b>	87009464	VIOLET & VERBENA	
<b>Registration Number:</b>	3787417	BE THE BUYER	
<b>Registration Number:</b>	3766378	M	
<b>Registration Number:</b>	3766379	MODCLOTH	
<b>Serial Number:</b>	87008442	FIDDLELEAF	
<b>Registration Number:</b>	3760045	MODCLOTH	
<b>Registration Number:</b>	4525865	STYLISH SURPRISE	
<b>Registration Number:</b>	4525601	MODCLOTH	
<b>Registration Number:</b>	4361561	LINDY HOP	
<b>Registration Number:</b>	4408596	MYRTLEWOOD	
<b>Registration Number:</b>	5091417	349	
<b>Serial Number:</b>	86630419	MODCLOTH	
<b>Registration Number:</b>	4724982	HIGH DIVE	
<b>Registration Number:</b>	4272302	MODSTYLISTS	
<b>Registration Number:</b>	4272303	MAKE THE CUT	
<b>Registration Number:</b>	4329422	GEODE	
<b>Registration Number:</b>	4625495	AUFOND	
<b>Registration Number:</b>	4503304	BEA & DOT BY MODCLOTH	

OP \$565.00 5195823

Property Type	Number	Word Mark
Registration Number:	4445016	GRAHAM STREET SHOE CO
Registration Number:	4404597	BE THE STYLIST
Registration Number:	4506143	FERVOUR

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** dsdocketuswmt@Dinsmore.com

**Correspondent Name:** WAL-MART STORES, INC.

**Address Line 1:** 702 SW 8TH STREET

**Address Line 4:** BENTONVILLE, ARKANSAS 72716

<b>ATTORNEY DOCKET NUMBER:</b>	81289629
<b>NAME OF SUBMITTER:</b>	Grant A. Monachino
<b>SIGNATURE:</b>	/gam/
<b>DATE SIGNED:</b>	01/04/2018

**Total Attachments: 6**

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**TRADEMARK ASSIGNMENT**

This **TRADEMARK ASSIGNMENT** (this “Assignment”) is made effective as of the 17<sup>th</sup> day of March 2017 (the “Effective Date”) between **MODCLOTH, INC.**, a Delaware corporation (“Assignor”), and **JET.COM, INC.**, a Delaware corporation (“Assignee”). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in that certain Asset Purchase Agreement, dated as of March 17, 2017 (the “Purchase Agreement”), by and between Assignee and Assignor.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee all right, title, and interest in and to any and all of the following (collectively, the “Trademark Rights”):

(a) all right, title and interest throughout the world (including all rights provided by international conventions and treaties) in and to the trademark, trademark registration and other trademark rights set forth in Schedule A (collectively, the “Assigned Trademarks”), together with the goodwill of the business symbolized by the Assigned Trademarks and the goodwill of the business in connection with which the Assigned Trademarks are used;

(b) all rights to causes of action and remedies related to the Assigned Trademarks, including the right to sue (including for damages and injunctive relief) for any past, present or future infringement, violation, dilution or other unauthorized use of any of the Assigned Trademarks;

(c) all rights to receive income, royalties, damages, payments or other consideration now or hereafter due or payable with respect to the Assigned Trademarks;

(d) all rights to prosecute and maintain the Assigned Trademarks; and

(e) all other rights and interests arising out of, in connection with or in relation to the Assigned Trademarks.

2. Assignor hereby authorizes and requests the respective trademark office or governmental agency in each jurisdiction to record this Assignment and to issue any trademarks or trademark registrations from any trademark applications included in the Trademark Rights to and in the name of Assignee.

3. From and after the Effective Date, Assignor shall cooperate with Assignee and Assignee’s representatives, and shall execute and deliver such documents and take such other actions as Assignee may reasonably request and at the sole expense of Assignee, to cause to be conveyed to Assignee and its successors or assigns all of the rights, titles and interests intended to be conveyed to Assignee under this Assignment. Assignor hereby irrevocably nominates, constitutes and appoints Assignee as the true and lawful attorney-in-fact of Assignor (with full power of substitution) effective as of the Effective Date, and hereby authorizes Assignee, in the

name of and on behalf of Assignor, to execute, deliver, acknowledge, certify, file and record any document and to take any other action (on or at any time after the date of this Assignment) that Assignee may deem appropriate for the purpose of collecting, asserting, enforcing or perfecting any claim, right or interest of any kind that is included in or relates to any of the Trademark Rights or otherwise carrying out or facilitating any of the transactions contemplated hereby. The power of attorney referred to in the preceding sentence is and shall be coupled with an interest and shall be irrevocable, and shall survive the dissolution or insolvency of Assignor.

4. This Assignment is executed and delivered pursuant to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall it: (a) extend, amplify or otherwise alter any representation, warranty, covenant or obligation contained in the Purchase Agreement; (b) provide any rights to Assignor beyond those expressly provided to Assignor in the Purchase Agreement; (c) impose any obligations or liabilities on Assignee beyond those expressly imposed on Assignee in the Purchase Agreement; or (d) limit any of the rights or remedies available to Assignor or Assignee under the Purchase Agreement.

5. This Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to the principles of conflicts of laws).

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


7. As used in this Assignment, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation." Where the context so permits, the word "or" means "and/or."

8. This Assignment may be executed in two or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or by electronic delivery in .pdf format shall be sufficient to bind the parties to the terms and condition of this Assignment.

*[Signature page follows]*

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

MODCLOTH, INC.

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

Name: Matt Kaness

Title: CEO

JET.COM, INC.

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

Name: Anne Myong

Title: Chief Financial Officer

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

TRADEMARK  
REEL: 006247 FRAME: 0630

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


**MODCLOTH, INC.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**JET.COM, INC.**


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

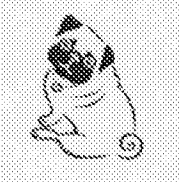

Name: Anne Myong

Title: Chief Financial Officer

## SCHEDULE A

### Trademark Registrations and Applications

	Trademark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date
1.	VIOLET & VERBENA Violet & Verbena	U.S. Federal	87009464	21-APR-2016		
2.	FIDDLELEAF FIDDLELEAF	U.S. Federal	87008442	20-APR-2016		
3.	MODCLOTH MODCLOTH	U.S. Federal	86630419	14-MAY-2015		
4.	HIGH DIVE HIGH DIVE	U.S. Federal	86178690	29-JAN-2014	4724982	21-APR-2015
5.	STYLISH SURPRISE 	U.S. Federal	86087316	09-OCT-2013	4525865	06-MAY-2014
6.	MODCLOTH ModCloth	U.S. Federal	86074468	25-SEP-2013	4525601	06-MAY-2014
7.	349 349	U.S. Federal	85894091	03-APR-2013	5091417	29-NOV-2016
8.	BEA & DOT BY MODCLOTH	U.S. Federal	85981100	07-FEB-2013	4503304	25-MAR-2014
9.	LINDY HOP LINDY HOP	U.S. Federal	85821646	11-JAN-2013	4361561	02-JUL-2013
10.	BREAKFAST FOR DINNER BREAKFAST FOR DINNER	U.S. Federal	85804438	17-DEC-2012		
11.	MYRTLEWOOD MYRTLEWOOD	U.S. Federal	85804434	17-DEC-2012	4408596	24-SEP-2013
12.	AUFOND AUFOND	U.S. Federal	85793877	04-DEC-2012	4625495	21-OCT-2014
13.	GRAHAM STREET SHOE GRAHAM STREET SHOE CO CO	U.S. Federal	85774657	08-NOV-2012	4445016	03-DEC-2013
14.	BE THE STYLIST	U.S. Federal	85711166	23-AUG-2012	4404597	17-SEP-2013

	Trademark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date
	BE THE STYLIST					
15.	FERVOUR FERVOUR	U.S. Federal	85643491	05-JUN-2012	4506143	01-APR-2014
16.	MODSTYLISTS MODSTYLISTS	U.S. Federal	85635019	24-MAY-2012	4272302	08-JAN-2013
17.	MAKE THE CUT MAKE THE CUT	U.S. Federal	85635023	24-MAY-2012	4272303	08-JAN-2013
18.	GEODE GEODE	U.S. Federal	85635022	24-MAY-2012	4329422	30-APR-2013
19.	BE THE BUYER BE THE BUYER	U.S. Federal	77839786	01-OCT-2009	3787417	11-MAY-2010
20.	 M	U.S. Federal	77707525	06-APR-2009	3766378	30-MAR-2010
21.	MODCLOTH 	U.S. Federal	77707645	06-APR-2009	3766379	30-MAR-2010
22.	MODCLOTH ModCloth	U.S. Federal	77668897	12-FEB-2009	3760045	16-MAR-2010