

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507018

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Termination and Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		01/09/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	DWELL STUDIO LLC		
Street Address:	16 East 34th Street, 16th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3652596	DWELLSTUDIO	
Registration Number:	3884413	DWELLSTUDIO	
Registration Number:	4238428	DWELLSTUDIO	
Serial Number:	87055095	DWELLSTUDIO	
Serial Number:	87722422	DWELLSTUDIO	
CORRESPONDENCE DATA			
Fax Number:	8453597798		
<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:	8453597700		
Email:	trademark@notaromichalos.com		
Correspondent Name:	Angelo Notaro		
Address Line 1:	100 Dutch Hill Road, Suite 240		
Address Line 4:	Orangeburg, NEW YORK 10962		
ATTORNEY DOCKET NUMBER:	J1466-002		
NAME OF SUBMITTER:	Angelo Notaro		
SIGNATURE:	/J1466-002-AN-as/		
DATE SIGNED:	01/23/2019		

OP \$140.00 3652596

Total Attachments: 7

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**PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of January 9, 2019, is executed by Citibank, N.A., as Administrative Agent (the "Secured Party"), in favor of Wayfair LLC, a limited liability company organized under the laws of the State of Delaware (the "Grantor").

RECITALS

WHEREAS, in connection with the Security Agreement dated as of February 22, 2017 (the "Security Agreement"), among the Secured Party, the Grantor and the other grantors party thereto, the Grantor entered into that certain Trademark Security Agreement dated as of February 22, 2017 (the "Trademark Security Agreement"), whereby the Grantor mortgaged, pledged and hypothecated to the Secured Party, and granted to the Secured Party, a security interest in all Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Assignment Division of the United States Patent and Trademark Office (the "USPTO") on February 27, 2017 at Reel 5998 and Frame 0893; and

WHEREAS, the Secured Party now wishes to release its liens on, and security interests in, that portion of the Trademark Collateral and the domain names set forth on Schedule A attached hereto (the "Released Trademark Collateral").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Secured Party hereby states as follows:

1. Release of Security Interest in Released Trademark Collateral. The Secured Party hereby terminates, releases and discharges all of its mortgage, pledge, hypothecation and security interest in the Released Trademark Collateral, and reassigns, without representation, recourse or warranty, any and all right, title and interest that it may have in or to the Released Trademark Collateral to the Grantor. Notwithstanding anything herein to the contrary, this Agreement only relates to the Released Trademark Collateral and nothing contained herein shall limit, modify, affect or impair the rights of the Secured Party in the remaining Trademark Collateral and domain names of the Grantor not released hereby and the Security Agreement and the Trademark Security Agreement shall continue in full force and effect in respect of such remaining Trademark Collateral and domain names.

2. Recordation. The Grantor or its authorized agent is authorized to record this Agreement with the USPTO.

3. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

4. Further Assurances. The Secured Party shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by the Grantor, and at the Grantor's cost and expense, to more fully and effectively effectuate the purpose of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

Secured Party:

CITIBANK, N.A., as Administrative Agent

By 

Name: *Ronald Hahn*

Title: *Senior Vice President, A Authorized*

[Signature Page to Partial Termination of Security Interest in Trademarks]

TRADEMARK

REEL: 006534 FRAME: 0229

SCHEDULE A

TRADEMARK COLLATERAL

US Trademark Registrations

Mark	Application No. Filing Date	Registration No. Registration Date
DWELLSTUDIO	77977246 13-SEP-2007	3652596 07-JUL-2009
DWELLSTUDIO	77980637 13-SEP-2007	3884413 30-NOV-2010
DWELLSTUDIO	85273867 22-MAR-2011	4238428 06-NOV-2012

Foreign Trademark Registrations

Mark	Application No. Filing Date	Registration No. Registration Date	Country
DWELLSTUDIO	1387296 13-MAR-2008	TMA812,790 28-NOV-2011	Canada
DWELLSTUDIO	006817977 08-APR-2008	6817977 01-MAR-2010	European Community
DWELLSTUDIO	978671	1269495 09-APR-2008	Australia – Madrid Protocol Designation
DWELLSTUDIO	978671	978671 09-APR-2008	Japan – Madrid Protocol Designation
DWELLSTUDIO	978671	978671 09-APR-2008	South Korea – Madrid Protocol Designation
DWELLSTUDIO		813549 11-FEB-2010	New Zealand
DWELLSTUDIO	42012012330 05-OCT-2012	42012012330 09-MAY-2013	Philippines

Mark	Application No. Filing Date	Registration No. Registration Date	Country
DWELLSTUDIO	3051839 16-APR-2014	3051839 16-APR-2014	United Kingdom
DWELLSTUDIO	17072213 29-MAY-2015	17072213 28-OCT-2016	China
DWELLSTUDIO	17072214 29-MAY-2015	17072214 28-OCT-2016	China
DWELLSTUDIO	17072215 29-MAY-2015	17072215 28-OCT-2016	China
DWELLSTUDIO	17072216 29-MAY-2015	17072216 13-AUG-2016	China
DWELLSTUDIO	17072217 29-MAY-2015	17072217 21-AUG-2017	China
DWELLSTUDIO	17072218 29-MAY-2015	17072218 20-AUG-2016	China
DWELLSTUDIO	17072218 10-JUN-2015	17072218 21-SEP-2017	China
DWELLSTUDIO	17166261 10-JUN-2015	17166261 13-AUG-2016	China
DWELLSTUDIO	17071945 29-MAY-2015	17071945 20-AUG-2016	China
DWELLSTUDIO	17071946 29-MAY-2015	17071946 13-AUG-2016	China
DWELLSTUDIO	17176388 11-JUN-2015	17176388 21-FEB-2018	China
DWELLSTUDIO	17071947 29-MAY-2015	17071947 28-JUL-2016	China
DWELLSTUDIO (Stylized)	22080680 30-NOV-2016	22080680 14-JAN-2018	China

Mark	Application No. Filing Date	Registration No. Registration Date	Country
DWELLSTUDIO	19230663 27-MAR-2016	19230663 28-JUN-2017	China
DWELLSTUDIO	22605644 13-JAN-2017	22605644 12-APR-2018	China
DWELLSTUDIO	303490407 31-JUL-2015	303490407 31-JUL-2015	Hong Kong
DWELLSTUDIO (Stylized)	1722551 07-MAR-2016	1651583 05-JUL-2016	Mexico
DWELLSTUDIO (Stylized)	1722552 07-MAR-2016	1719475 13-FEB-2017	Mexico
DWELLSTUDIO (Stylized)	1722554 07-MAR-2016	1651584 05-JUL-2016	Mexico
DWELLSTUDIO (Stylized)	1722555 07-MAR-2016	1651585 05-JUL-2016	Mexico
DWELLSTUDIO	1821646 16-NOV-2016	1740155 04-APR-2017	Mexico
DWELLSTUDIO	1821657 16-NOV-2016	1736434 24-MAR-2017	Mexico
DWELLSTUDIO	1821659 16-NOV-2016	1736435 24-MAR-2017	Mexico
DWELLSTUDIO	1821660 16-NOV-2016	1736436 24-MAR-2017	Mexico
DWELLSTUDIO	1821662 16-NOV-2016	1736437 24-MAR-2017	Mexico
DWELLSTUDIO	1821663 16-NOV-2016	1736438 24-MAR-2017	Mexico
DWELLSTUDIO	1821647 16-NOV-2016	1740395 04-APR-2017	Mexico
DWELLSTUDIO	1821649 16-NOV-2016	1736431 24-MAR-2017	Mexico
DWELLSTUDIO	1821650 16-NOV-2016	1736432 24-MAR-2017	Mexico
DWELLSTUDIO	1821652 16-NOV-2016	1794113 31-AUG-2017	Mexico
DWELLSTUDIO	1821655 16-NOV-2016	1736433 24-MAR-2017	Mexico
DWELLSTUDIO	1821658 16-NOV-2016	1819977 15-NOV-2017	Mexico

Mark	Application No. Filing Date	Registration No. Registration Date	Country
DWELLSTUDIO	1821661 16-NOV-2016	1891965 05-JUN-2018	Mexico
DWELLSTUDIO	201673489 09-SEP-2016	201673489 09-MAY-2017	Turkey

US Trademark Applications

Mark	Application No. Filing Date
DWELLSTUDIO	87055095 31-MAY-2016
DWELLSTUDIO	87722422

Foreign Trademark Applications

Mark	Application No. Filing Date	Country
DWELLSTUDIO	1812005 30-NOV-2016	Canada
DWELLSTUDIO	22757467 06-FEB-2017	China

Domain Names

www.dwellstudio.com
dwell-baby.com
dwell-baby.net
dwell-kids.com
dwell-shop.com
dwell-shop.net
dwell-shops.com
dwellbaby.net
dwellbrands.com
dwellfurnishings.com
dwellhomefurnishing.com