

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM634226

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wayfair LLC		03/24/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A.
Street Address:	2700 Post Oak Blvd., Suite 550
City:	Houston
State/Country:	TEXAS
Postal Code:	77056
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 111

Property Type	Number	Word Mark
Serial Number:	85369108	A ZILLION THINGS HOME
Serial Number:	86769479	ALCOTT HILL
Serial Number:	85459681	ALLMODERN
Serial Number:	86406867	ANDOVER MILLS
Serial Number:	88776978	ANDOVER MILLS
Serial Number:	87982403	ARCHIE & OSCAR
Serial Number:	87831635	ARLMONT & CO.
Serial Number:	86769489	AUGUST GROVE
Serial Number:	87223100	BAY ISLE HOME
Serial Number:	87223103	BAY ISLE HOME
Serial Number:	87223113	BEACHCREST HOME
Serial Number:	86107619	BIRCH LANE
Serial Number:	86977415	BIRCH LANE
Serial Number:	87445550	BIRCH LANE
Serial Number:	86769478	BRAYDEN STUDIO
Serial Number:	87223118	BREAKWATER BAY
Serial Number:	87223120	BREAKWATER BAY
Serial Number:	87757591	CASTLEGATE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86236724	CASTLEGATE FULFILLMENT
Serial Number:	85982222	CASTLETON HOME
Serial Number:	86769471	CHARLTON HOME
Serial Number:	86981192	CHARLTON HOME
Serial Number:	85815838	COMMCLAD
Serial Number:	86769475	CORRIGAN STUDIO
Serial Number:	86769485	DARBY HOME CO.
Serial Number:	85136610	DCOR DESIGN
Serial Number:	85770469	
Serial Number:	88774039	
Serial Number:	88774045	
Serial Number:	87234667	FREEPORT PARK
Serial Number:	87981120	FREEPORT PARK
Serial Number:	88196105	GROVELANE
Serial Number:	88229940	HASHTAG HOME
Serial Number:	88978298	HASHTAG HOME
Serial Number:	77837524	HOKKU DESIGNS
Serial Number:	77837538	HOKKU DESIGNS
Serial Number:	86769480	HOUSE OF HAMPTON
Serial Number:	86979919	HOUSE OF HAMPTON
Serial Number:	87316755	ISABELLE & MAX
Serial Number:	87981667	ISABELLE & MAX
Serial Number:	88009648	ISABELLINE
Serial Number:	85174919	JOSS & MAIN
Serial Number:	87979908	JOSS & MAIN ESSENTIALS
Serial Number:	86769484	LANGLEY STREET
Serial Number:	90579073	LANGLEY STREET
Serial Number:	87223127	LARK MANOR
Serial Number:	87223116	LATITUDE RUN
Registration Number:	5530976	LAUREL FOUNDRY MODERN FARMHOUSE
Registration Number:	5409162	LAUREL FOUNDRY MODERN FARMHOUSE
Serial Number:	88052961	LE PRISE
Serial Number:	88976731	LE PRISE
Serial Number:	86769488	LOON PEAK
Serial Number:	87979896	MACK & MILO
Serial Number:	86458082	MERCURY ROW
Serial Number:	90209852	MERCURY ROW
Serial Number:	87234656	MINT PANTRY

Property Type	Number	Word Mark
Serial Number:	88006705	MISTANA
Serial Number:	87163405	MYWAY
Serial Number:	87977675	NORA
Serial Number:	87720727	NORA HYBRID
Serial Number:	86769482	ONE ALLIUM WAY
Serial Number:	87976775	PERIGOLD
Serial Number:	86458088	RED BARREL STUDIO
Serial Number:	85478805	ROOM 365
Serial Number:	87316754	ROOM 365
Serial Number:	87234635	ROSALIND WHEELER
Serial Number:	87234641	ROSALIND WHEELER
Serial Number:	88173412	SOL 72 OUTDOOR
Serial Number:	87234621	SYMPLE STUFF
Serial Number:	87234627	SYMPLE STUFF
Serial Number:	87977531	SYMPLE STUFF
Serial Number:	87234664	THE HOLIDAY AISLE
Serial Number:	87975584	THE HOLIDAY AISLE
Serial Number:	87977496	THE HOLIDAY AISLE
Serial Number:	88121891	THE PARTY AISLE
Serial Number:	87277084	THE TWILLERY CO.
Serial Number:	87976450	THE TWILLERY CO.
Serial Number:	86406871	THREE POSTS
Serial Number:	88825997	THREE POSTS
Serial Number:	86769476	TRENT AUSTIN DESIGN
Serial Number:	90579079	TRENT AUSTIN DESIGN
Serial Number:	88179169	TRULE
Serial Number:	86616351	TRUMPIT
Serial Number:	87787656	TUCKER MURPHY PET
Serial Number:	87982202	TUCKER MURPHY PET
Serial Number:	86981235	VARICK GALLERY
Serial Number:	88334261	VAULT W ARTWORK
Serial Number:	87234643	VIV + RAE
Serial Number:	87234649	VIV + RAE
Serial Number:	86769490	WADE LOGAN
Serial Number:	86980886	WADE LOGAN
Serial Number:	90579076	WADE LOGAN
Serial Number:	88254002	WAY DAY
Serial Number:	85253274	WAYFAIR

Property Type	Number	Word Mark
Serial Number:	88132215	WAYFAIR
Serial Number:	85770475	WAYFAIR
Serial Number:	87811259	WAYFAIR BASICS
Serial Number:	87982673	WAYFAIR BASICS
Serial Number:	87762500	WAYFAIR PROFESSIONAL
Serial Number:	88132218	WAYFAIR SPACES
Serial Number:	87282520	WAYSTACK
Serial Number:	88035475	WFX UTILITY
Serial Number:	77838510	WILDON HOME
Serial Number:	77843700	WILDON HOME
Serial Number:	88654047	WILDON HOME
Serial Number:	88834086	WILLA ARLO
Serial Number:	87698552	WROUGHT STUDIO
Serial Number:	87980162	WROUGHT STUDIO
Serial Number:	86352690	ZIPCODE
Serial Number:	86976391	ZIPCODE
Serial Number:	88201267	ZIPCODE DESIGN

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	03/24/2021

Total Attachments: 10

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of March 24, 2021 is made by Wayfair LLC, a limited liability company organized under the laws of the State of Delaware (the "Grantor"), in favor of Citibank, N.A., as collateral agent (the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of March 24, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Borrower, the Lenders party thereto and Citibank, N.A., as Administrative Agent, Collateral Agent, Swingline Lender and a Letter of Credit Issuer.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered that certain Security Agreement, dated as of March 24, 2021 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Agent for the benefit of the Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to issue Letters of Credit for the account of the Borrower and its Restricted Subsidiaries, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

Grant of Security Interest. The Grantor hereby grants a security interest in all of the Grantors' right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of the Grantors' "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. §1501(d) and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. The words "execution," "signed," "signature" and words of like import in this Agreement relating to the execution and delivery of this Agreement shall be deemed to include electronic signatures, which shall be of the same legal effect, validity or enforceability as a manually executed signature to the extent and as provided in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WAYFAIR LLC,
as Grantor

By: 

Name: Michael Fleisher

Title: Chief Financial Officer

CITIBANK, N.A.,
as Collateral Agent

By: *[Signature]*
Name: *Ronald Hines*
Title: *Director*

SCHEDULE A


U.S. Trademark Registrations and Applications

Mark	Application No. Filing Date	Registration No. Registration Date
A ZILLION THINGS HOME	85369108 12-JUL-2011	4230952 23-OCT-2012
ALCOTT HILL	86769479 25-SEP-2015	5101608 13-DEC-2016
ALLMODERN	85459681 29-OCT-2011	4284767 05-FEB-2013
ANDOVER MILLS	86406867 26-SEP-2014	4924535 22-MAR-2016
ANDOVER MILLS	88776978 29-Jan-2020	Pending
ARCHIE & OSCAR	87982403 29-May-2018	5985279 11-Feb-2020
ARLMONT & CO.	87831635 13-Mar-2018	
AUGUST GROVE	86769489 25-SEP-2015	5115571 03-JAN-2017
BAY ISLE HOME	87223100 01-NOV-2016	5214134 30-May-2017
BAY ISLE HOME	87223103 01-NOV-2016	5356335 12-Dec-2017
BEACHCREST HOME	87223113 01-NOV-2016	5191362 25-Apr-2017
BIRCH LANE	86107619 01-NOV-2013	5317332 24-Oct-2017
BIRCH LANE	86977415 01-NOV-2013	4848097 03-NOV-2015
BIRCH LANE	87445550 11-May-2017	5400044 13-Feb-2018
BRAYDEN STUDIO	86769478 25-SEP-2015	5130000 24-JAN-2017
BREAKWATER BAY	87223118 01-NOV-2016	5191364 25-Apr-2017
BREAKWATER BAY	87223120 01-NOV-2016	5336838 14-Nov-2017
CASTLEGATE	87757591 16-Jan-2018	5664978 29-Jan-2019
CASTLEGATE FULFILLMENT	86236724 31-MAR-2014	4744920 26-MAY-2015
CASTLETON HOME	85982222 01-MAR-2013	4752462 09-JUN-2015
CHARLTON HOME	86769471 25-SEP-2015	5251727 25-Jul-2017
CHARLTON HOME	86981192 25-SEP-2015	5130516 24-JAN-2017

Mark	Application No. Filing Date	Registration No. Registration Date
COMMCLAD	85815838 04-JAN-2013	4380262 06-AUG-2013
CORRIGAN STUDIO	86769475 25-SEP-2015	5129998 24-JAN-2017
DARBY HOME CO.	86769485 25-SEP-2015	5130001 24-JAN-2017
DCOR DESIGN	85136610 23-SEP-2010	3988823 05-JUL-2011
	85770469 02-NOV-2012	4367576 16-JUL-2013
	88774039 27-Jan-2020	6151515 15-Sep-2020
	88774045 27-Jan-2020	6151516 15-Sep-2020
FREEPORT PARK	87234667 11-NOV-2016	6102358 14-Jul-2020
FREEPORT PARK	87981120 11-Nov-2016	5823030 30-Jul-2019
GROVELANE	88196105 15-Nov-2018	6283672
	88229940 14-Dec-2018	6278413
	88978298 14-Dec-2018	Pending
HOKKU DESIGNS	77837524 29-SEP-2009	4164924 26-JUN-2012
HOKKU DESIGNS	77837538 29-SEP-2009	3802436 15-JUN-2010
HOUSE OF HAMPTON	86769480 25-SEP-2015	5256881 01-Aug-2017
HOUSE OF HAMPTON	86979919 25-SEP-2015	5152753 28-Feb-2017
ISABELLE & MAX	87316755 27-Jan-2017	6153518 15-Sep-2020
ISABELLE & MAX	87981667 27-Jan-2017	5875303 01-Oct-2019
ISABELLINE	88009648 21-Jun-2018	5945171 24-Dec-2019
JOSS & MAIN	85174919 11-NOV-2010	4096984 07-FEB-2012
JOSS & MAIN ESSENTIALS	87979908 16-Jan-2018	5705371 19-Mar-2019

Mark	Application No. Filing Date	Registration No. Registration Date
LANGLEY STREET	86769484 25-SEP-2015	5192083 25-Apr-2017
LANGLEY STREET	90579073 15-Mar-2021	
LARK MANOR	87223127 01-NOV-2016	5269475 22-Aug-2017
LATITUDE RUN	87223116 01-NOV-2016	5191363 25-Apr-2017
LAUREL FOUNDRY MODERN FARMHOUSE	87234652 11-NOV-2016	5530976 31-Jul-2018
LAUREL FOUNDRY MODERN FARMHOUSE	87234652 11-NOV-2016	5409162 20-Feb-2018
LE PRISE	88052961 25-Jul-2018	6148095 08-Sep-2020
LE PRISE	88976731 25-Jul-2018	6031059 07-Apr-2020
LOON PEAK	86769488 25-SEP-2015	5110898 27-DEC-2016
MACK & MILO	87979896 13-MAR-2018	5705368 19-Mar-2019
MERCURY ROW	86458082 18-NOV-2014	4994101 05-JUL-2016
MERCURY ROW	90209852 25-Sep-2020	Pending
MINT PANTRY	87234656 11-NOV-2016	5571233 25-Sep-2018
MISTANA	88006705 19-Jun-2018	5666726 29-Jan-2019
MYWAY	87163405 07-SEP-2016	5551390 28-AUG-2018
NORA	87977675 28-Jun-2017	5515639 10-Jul-2018
NORA HYBRID	87720727 14-Dec-2017	6119384 04-Aug-2020
ONE ALLIUM WAY	86769482 25-SEP-2015	5101609 13-DEC-2016
PERIGOLD	87976775 13-Feb-2017	5430157 20-Mar-2018
RED BARREL STUDIO	86458088 18-NOV-2014	5050378 27-SEP-2016
ROOM 365	85478805 22-NOV-2011	4808728 08-SEP-2015
ROOM 365	87316754 27-JAN-2017	6289609 9-MAR-2021
ROSALIND WHEELER	87234635 11-NOV-2016	5259637 08-Aug-2017
ROSALIND WHEELER	87234641 11-NOV-2016	5675750 12-Feb-2019

Mark	Application No. Filing Date	Registration No. Registration Date
SOL 72 OUTDOOR	88173412 29-Oct-2018	6059592 19-May-2020
SYMPLE STUFF	87234621 11-NOV-2016	5195749 02-May-2017
SYMPLE STUFF	87234627 11-NOV-2016	5623253 04-Dec-2018
SYMPLE STUFF	87977531 11-Nov-2016	5499651 19-Jun-2018
THE HOLIDAY AISLE	87234664 11-NOV-2016	5788206 25-Jun-2019
THE HOLIDAY AISLE	87975584 11-Nov-2016	5298628 26-Sep-2017
THE HOLIDAY AISLE	87977496 11-Nov-2016	5504979 26-Jun-2018
THE PARTY AISLE	88121891 18-Sep-2018	6054121 12-May-2020
THE TWILLERY CO.	87277084 21-DEC-2016	6124892 11-Aug-2020
THE TWILLERY CO.	87976450 21-Dec-2016	5409161 20-Feb-2018
THREE POSTS	86406871 26-SEP-2014	4914713 08-MAR-2016
THREE POSTS	88825997 09-Mar-2020	6130415 18-Aug-2020
TRENT AUSTIN DESIGN	86769476 25-SEP-2015	5129999 24-JAN-2017
TRENT AUSTIN DESIGN	90579079 15-Mar-2021	
TRULE	88179169 02-Nov-2018	6283663
TRUMPIT	86616351 30-Apr-2015	4866623 08-Dec-2015
TUCKER MURPHY PET	87787656 07-Feb-2018	6053786 12-May-2020
TUCKER MURPHY PET	87982202 07-Feb-2018	5939051 17-Dec-2019
VARICK GALLERY	86981235 25-SEP-2015	5130526 24-JAN-2017
VAULT W ARTWORK	88334261 11-Mar-2019	6201162 17-Nov-2020
VIV + RAE	87234643 11-NOV-2016	5408516 20-Feb-2018
VIV + RAE	87234649 11-NOV-2016	5227476 20-Jun-2017
WADE LOGAN	86769490 25-SEP-2015	5360432 19-Dec-2017
WADE LOGAN	86980886 25-SEP-2015	5111380 27-DEC-2016

Mark	Application No. Filing Date	Registration No. Registration Date
WADE LOGAN	90579076 15-Mar-2021	
WAY DAY	88254002 08-Jan-2019	5973982 28-Jan-2020
WAYFAIR	85253274 28-FEB-2011	4143919 15-MAY-2012
WAYFAIR	88132215 26-Sep-2018	6008814 10-Mar-2020
	85770475 02-NOV-2012	4367577 16-JUL-2013
WAYFAIR BASICS	87811259 26-Feb-2018	6283500
WAYFAIR BASICS	87982673 26-Feb-2018	6014299 17-Mar-2020
WAYFAIR PROFESSIONAL	87762500 19-Jan-2018	5814378 23-Jul-2019
WAYFAIR SPACES	88132218 26-Sep-2018	6170034 06-Oct-2020
WAYSTACK	87282520 28-DEC-2016	5414102 27-Feb-2018
WFX UTILITY	88035475 12-Jul-2018	6164628
WILDON HOME	77838510 30-SEP-2009	4191011 14-AUG-2012
WILDON HOME	77843700 07-OCT-2009	3792919 25-MAY-2010
WILDON HOME	88654047 14-Oct-2019	6053131 12-May-2020
WILLA ARLO	88834086 13-Mar-2020	6130431 18-Aug-2020
WROUGHT STUDIO	87698552 27-Nov-2017	6153650 15-Sep-2020
WROUGHT STUDIO	87980162 27-Nov-2017	5747401 07-May-2019
ZIPCODE	86352690 30-JUL-2014	5601502 06-Nov-2018
ZIPCODE	86976391 30-JUL-2014	4957489 10-MAY-2016
ZIPCODE DESIGN	88201267 20-Nov-2018	5786813 25-Jun-2019