

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499622

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rent the Runway Foundation		11/02/2018	Non-Profit Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Rent the Runway, Inc.		
Street Address:	345 Hudson Street, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10014		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86770126	RENT THE RUNWAY FOUNDATION	
Serial Number:	86770140	RENT THE RUNWAY FOUNDATION	
Serial Number:	86770152	RENT THE RUNWAY FOUNDATION	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	2026546241		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Lindsay B. Allen		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	SEATTLE, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	119647-4001		
NAME OF SUBMITTER:	Lindsay B. Allen		
SIGNATURE:	/Lindsay B. Allen/		
DATE SIGNED:	11/27/2018		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights ("Assignment") is made by and between Rent the Runway Foundation, a Delaware non-profit corporation ("Assignor") and Rent the Runway, Inc., a Delaware corporation ("Assignee");

WHEREAS, Assignor owns all rights, title, and interest in and to the trademarks identified in **Schedule A** and **Schedule B** attached hereto and incorporated herewith, and any common law rights appurtenant thereto, as well as all goodwill associated therewith (hereinafter collectively referred to as the "Trademarks");

WHEREAS, Assignee desires to acquire all rights, title, and interest in and to the Trademarks, all goodwill and common law rights appurtenant thereto, and the portion of the business associated therewith;

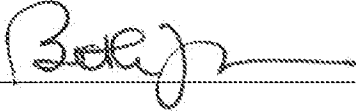
NOW, THEREFORE, for good and valuable consideration, including the license granted from Assignee to Assignor pursuant to the Trademark License Agreement between the parties entered into as of the date hereof, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

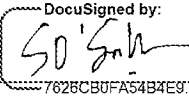
1. Assignor does hereby sell, assign, and transfer to Assignee all worldwide rights, title, and interest in and to the Trademarks currently owned by Assignor, and the goodwill and common law rights appurtenant thereto, and Assignee does hereby accept this assignment, effective as of the last dated signature to this agreement.
2. Assignor hereby warrants that it has not pledged, mortgaged, assigned, transferred, or otherwise granted any rights or interests in the Trademarks to any third party and has the authority to assign these Trademarks without third-party authorization.
3. Assignor is using the Trademarks and Assignor has filed Declarations of Use in support of any U.S. trademark applications that are subject to this agreement and are pending as of the Effective Date of this assignment.
4. Within five (5) business days of the execution of this Agreement, Assignee will expressly abandon (or surrender) the trademark filings identified in **Schedule A**.
5. Assignor agrees to execute all instruments and documents and do such additional acts as Assignee may deem necessary or desirable to effect, evidence, record, and perfect the assignment and recordation of the rights being assigned hereunder with respect to the trademarks identified in **Schedule B**.
6. The parties may execute this agreement in counterparts, each of which together shall be deemed the complete and fully executed agreement.
7. This agreement shall inure to the benefit of and be binding upon Assignee and Assignor and their respective heirs, successors, and assigns.

8. This agreement shall be effective as of the date of the last signature below ("Effective Date").

ASSIGNOR
Rent the Runway Foundation

ASSIGNEE
Rent the Runway, Inc.

Signature: 

Signature: 

Name: Beth Janson

Name: scarlett o'sullivan

Title: Chair/Treasurer

Title: CFO

Date: Nov 2, 2018

Date: 11/15/2018 3:53:25 AM PST

SCHEDULE A

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Goods/Services
PROJECT ENTREPRENEUR RENT THE RUNWAY FOUNDATION	App. 86770234 28-SEP-2015		<u>Class 36</u> : Charitable foundation services, namely, providing fundraising activities, funding, scholarships and/or financial assistance for women seeking to start a business
PROJECT ENTREPRENEUR RENT THE RUNWAY FOUNDATION	App. 86770243 28-SEP-2015		<u>Class 42</u> : Computer services, namely, creating an on-line community for registered users to participate in discussions, get feedback from their peers, form virtual communities, and engage in social networking services in the field of women-owned businesses

SCHEDULE B

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Goods/Services
RENT THE RUNWAY FOUNDATION	App. 86770126 28-SEP-2015		<u>Class 36</u> : Charitable foundation services, namely, providing fundraising activities, funding, scholarships and/or financial assistance for women seeking to start a business
RENT THE RUNWAY FOUNDATION	App. 86770140 28-SEP-2015		<u>Class 41</u> : Education services, namely, providing classes, workshops, conferences, and seminars in the field of business development for women; On-line journals, namely, blogs featuring information regarding starting, growing, and maintaining a business; Providing on-line non-downloadable articles in the field of information regarding starting, growing, and maintaining a business; Providing on-line videos featuring information regarding starting, growing, and maintaining a business, not downloadable
RENT THE RUNWAY FOUNDATION	App. 86770152 28-SEP-2015		<u>Class 42</u> : Computer services, namely, creating an on-line community for registered users to participate in discussions, get feedback from their peers, form virtual communities, and engage in social networking services in the field of women-owned businesses