

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wayfair, LLC		09/22/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	2700 Post Oak Blvd, Suite 550		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Serial Number:	97334395	ALLMODERN	
Registration Number:	6420260	ARCHIE & OSCAR	
Serial Number:	97334255	BIRCH LANE	
Serial Number:	97334241	CASTLEGATE FORWARDING	
Registration Number:	6503017	DOTTED LINE	
Registration Number:	6364794	EIDER & IVORY	
Serial Number:	97122768	ETTA AVENUE	
Registration Number:	6654243	FOUNDSTONE	
Registration Number:	6694461	GREYLEIGH	
Registration Number:	6322609	GREYLEIGH	
Registration Number:	6301692	HARPER ORCHARD	
Registration Number:	6428606	ITONA TILE	
Serial Number:	97334164	JOSS & MAIN	
Registration Number:	6456048	MACK & MILO	
Registration Number:	6479346	MISTANA	
Serial Number:	97334054	PERIGOLD	
Registration Number:	6810111	SAND & STABLE	
Registration Number:	6775339	UPPER SQUARE	
Serial Number:	97097545	WAYFAIR	

OP \$665.00 97334395

Property Type	Number	Word Mark
Serial Number:	90492190	WAYFAIR
Registration Number:	6809636	WAYFAIR
Serial Number:	97334351	WAYFAIR
Serial Number:	97125603	WAYFAIR NEXT
Registration Number:	6615700	WAYLIFT
Registration Number:	6761029	WILLA ARLO
Registration Number:	6471142	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

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:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	09/22/2022

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Wayfair, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company - Delaware
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 22, 2022

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Citibank, N.A., as Collateral Agent

Street Address: 2700 Post Oak Blvd, Suite 550

City: Houston

State: TX

Country: USA Zip: 77056

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
see attached Schedule A

B. Trademark Registration No.(s)
see attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Wayfair (35891.1012)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 26

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: _____

Doris Ka

Signature

September 22, 2022

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of September 22, 2022, is made by Wayfair LLC, a limited liability company organized under the laws of the State of Delaware (the "Borrower"), 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 Wayfair Inc., a corporation organized under the laws of the State of Delaware ("Holdings"), the Borrower, the Lenders party thereto and Citibank, N.A., as Administrative Agent, Collateral Agent, Swingline Lender and 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 Borrower, Holdings and the Subsidiary Grantors party thereto (collectively, the "Grantors") have 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 Grantors have 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 is 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, Borrower agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. 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.

2. Grant of Security Interest. The Borrower hereby grants a security interest in all of the Borrower's right, title and interest in, to and under the Trademarks 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 Borrower's "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.

3. Purpose. This Agreement has been executed and delivered by the Borrower 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.

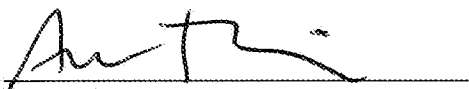
4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of 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.

5. 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.

6. 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.

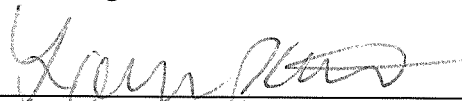
WAYFAIR LLC,
as Grantor

By: 
Name: Andrew Oliver
Title: Deputy General Counsel & Assistant
Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007852 FRAME: 0792

CITIBANK, N.A.,
as Collateral Agent

By: 
Name: Lauren Portnoi
Title: Vice President & Director

SCHEDULE A**U.S. Trademark Registrations and Applications**

<u>OWNER</u>	<u>APP. / REG. NUMBER</u>	<u>APP. / REG. DATE</u>	<u>TRADEMARK</u>
Wayfair LLC	97334395	March 28, 2022	ALLMODERN
Wayfair LLC	6420260	July 13, 2021	ARCHIE & OSCAR
Wayfair LLC	97334255	March 28, 2022	BIRCH LANE
Wayfair LLC	97334241	March 28,2022	CASTLEGATE FORWARDING
Wayfair LLC	6503017	September 28, 2021	DOTTED LINE
Wayfair LLC	6364794	May 25, 2021	EIDER & IVORY
Wayfair LLC	97122768	Nov 12, 2021	ETTA AVENUE
Wayfair LLC	6654243	February 22, 2022	FOUNDSTONE
Wayfair LLC	6694461	April 5, 2022	GREYLEIGH
Wayfair LLC	6322609	April 13, 2021	GREYLEIGH
Wayfair LLC	6301692	March 23, 2021	HARPER ORCHARD
Wayfair LLC	6428606	July 20, 2021	ITONA TILE
Wayfair LLC	97334164	March 28, 2022	JOSS & MAIN
Wayfair LLC	6456048	August 17, 2021	MACK & MILO
Wayfair LLC	6479346	September 7, 2021	MISTANA
Wayfair LLC	97334054	March 28, 2022	PERIGOLD
Wayfair LLC	6810111	August 2, 2022	SAND & STABLE
Wayfair LLC	6775339	June 28, 2022	UPPER SQUARE
Wayfair LLC	97097545	October 28, 2021	WAYFAIR
Wayfair LLC	90492190	January 27, 2021	WAYFAIR
Wayfair LLC	6809636	January 27, 2021	WAYFAIR
Wayfair LLC	97334351	March 28, 2022	WAYFAIR (DESIGN)



Wayfair LLC	97125603	November 15, 2021	WAYFAIR NEXT
Wayfair LLC	6615700	January 11, 2022	WAYLIFT
Wayfair LLC	6761029	June 14, 2022	WILLA ARLO
Wayfair LLC	6471142	August 31, 2021	ZIPCODE DESIGN

Inbound Exclusive Licenses in U.S. Trademarks

<u>OWNER/LICENSOR</u>	<u>GRANTOR/LICENSEE</u>	<u>REGISTRATION NO./APPLICATION NO.</u>	<u>TITLE</u>	<u>NAME OF LICENSE</u>	<u>DATE OF LICENSE</u>
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None.