

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456556

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beyond.com, Inc.		01/14/2016	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Bed Bath & Beyond Inc.		
Street Address:	650 Liberty Avenue		
City:	Union		
State/Country:	NEW JERSEY		
Postal Code:	07083		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4695748	BEYOND	
Registration Number:	3924802	BEYOND.COM	
Registration Number:	3924801	BEYOND.COM	
Registration Number:	3555635	BEYOND.COM	
CORRESPONDENCE DATA			
Fax Number:	9086547866		
<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:	908-654-5000		
Email:	INFORMATIONSSPECIALISTS@LERNERDAVID.COM		
Correspondent Name:	LDLKM		
Address Line 1:	600 SOUTH AVENUE WEST		
Address Line 4:	WESTFIELD, NEW JERSEY 07090		
NAME OF SUBMITTER:	Ellen Walsh-Sobel		
SIGNATURE:	/ELLEN WALSH-SOBEL/		
DATE SIGNED:	01/02/2018		
Total Attachments: 4			
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OP \$115.00 4695748

TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (this "Assignment") is made as of January 14, 2016, by and between Beyond.com, Inc. (the "Assignor"), and Bed Bath & Beyond Inc. (the "Assignee").

WHEREAS, Assignor is the owner of the right, title and interest in and to the trademarks listed on Schedule A attached hereto (the "Marks");

WHEREAS, Assignor and Assignee have entered into that certain Purchase and Sale Agreement, dated as of November 16, 2015 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to transfer, assign and convey to Assignee, and Assignee has agreed to acquire from the Assignor, the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged:

1. Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby purchases, accepts and acquires from Assignor, its entire right, title and interest in and to the Marks, including but not limited to all goodwill symbolized thereby or associated therewith, any and all common law rights thereof, and any renewals, extensions and continuations thereof, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement, and in and to all rights corresponding to the foregoing throughout the world (the foregoing collectively, the "Rights").

2. Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable countries outside the United States, to record this Assignment and issue such additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same, to Assignee, its successors or assigns solely in connection with the Marks.

3. From time to time, Assignor, its successors and assigns, shall execute and deliver all such further assignments or other instruments of conveyance and transfer as Assignee, its successors and assigns may reasonably request to more effectively transfer to and vest in Assignee the Marks and the Rights.

4. Assignor hereby irrevocably constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney of Assignor, with full power of substitution, and gives and grants to Assignee, its successors and assigns, full power and authority in the name of Assignor, at any time and from time to time, to execute all documents, complete all electronic transactions and assist in all proceedings to effectuate the transfer of the Marks and the Rights to

Assignee and to perfect, register or record the rights of Assignee to the Marks and the Rights as Assignee may deem reasonably appropriate, and generally from time to time to do and perform such further acts and things concerning the subject matter of this paragraph with like power and as fully as Assignor could do or might have done with respect to the Marks and the Rights.

5. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Assignment shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey without regard to any applicable conflicts of law rules or principles.

7. This Assignment may be executed (including by facsimile or other electronic transmission (e.g., portable data format)) with counterpart signature pages or in multiple counterparts, all of which shall be considered one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its duly authorized representatives on the day and year first above written.

ASSIGNOR:

Beyond.com, Inc.

By: 

Name: Richard Migram

Title: Chief Executive Officer

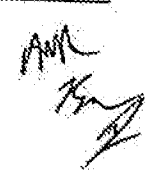
ASSIGNEE:

Bed Bath & Beyond Inc.

By: 

Name: Steven Temares

Title: Chief Executive Officer

[Trademark Assignment] 

TRADEMARK

REEL: 006240 FRAME: 0809

Schedule A

Trademarks

<i>Mark</i>	<i>U.S. Reg No. or Serial No.</i>	<i>Status</i>
BEYOND	Reg: 4695748	Live
BEYOND.com	Reg: 3924802	Live
BEYOND.COM	Reg: 3924801	Live
BEYOND.COM	Reg: 3555635	Live
beyond.com	Reg: 2613843	Cancelled
BEYOND.COM	Reg: 2613841	Cancelled
BEYOND.COM	Serial: 75711965	Abandoned
BEYOND.COM	Serial: 75688719	Abandoned
beyond.com	Serial: 75688441	Abandoned
BEYOND DOT COM	Serial: 75521162	Abandoned
BEYOND.COM	Serial: 75522845	Abandoned
BEYOND.COM TRACKIT	Serial: 75834115	Abandoned
BEYOND.COM KICKADS	Serial: 75834114	Abandoned
BEYOND.COM BUSINESS ADVANTAGE	Serial: 75699343	Abandoned

TRADEMARK