## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4951739

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
WAL-MART STORES, INC.	05/04/2018

#### **RECEIVING PARTY DATA**

Name:	WALMART APOLLO, LLC	
Street Address:	702 SOUTHWEST 8TH STREET	
City:	BENTONVILLE	
State/Country:	ARKANSAS	
Postal Code:	72716	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Application Number:	15703370	

#### **CORRESPONDENCE DATA**

**Fax Number:** (866)858-7606

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:** 817.676.2848

**Email:** eden.stright@bjfip.com

Correspondent Name: SARAH FOLEY

Address Line 1: BARTA, JONES & FOLEY, P.C.

Address Line 2: 2805 DALLAS PARKWAY, SUITE 222

Address Line 4: PLANO, TEXAS 75093

ATTORNEY DOCKET NUMBER:	4911US01
NAME OF SUBMITTER:	EDEN U.I. STRIGHT
SIGNATURE:	/Eden U.I. Stright/
DATE SIGNED:	05/08/2018

## **Total Attachments: 5**

source=4911US01 Assignment to WAL#page1.tif

source=4911US01 Assignment to WAL#page2.tif

source=4911US01 Assignment to WAL#page3.tif

source=4911US01 Assignment to WAL#page4.tif

source=4911US01 Assignment to WAL#page5.tif

PATENT 504904995 REEL: 045745 FRAME: 0621

## PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Patent Assignment"), effective as of January 31, 2018, is made by and between Wal-Mart Stores, Inc., 702 Southwest 8th Street, Bentonville, Arkansas 72716, USA, ("Assignor"), and Walmart Apollo, LLC, 702 Southwest 8th Street, Bentonville, Arkansas 72716, USA, ("Assignee"), the assignee of certain assets of Assignor pursuant to the INTERCOMPANY AGREEMENT by and between Assignee and Assignor, dated as of January 31, 2018 (the "Patent Agreement").

WHEREAS, under the terms of the Patent Agreement, Assignor has conveyed, transferred and assigned and does hereby convey, transfer and assign to Assignee, certain intellectual property of Assignor as listed on <u>Schedule 1</u>, and has agreed to execute and deliver this Patent Assignment, for recording with governmental authorities;

NOW THEREFORE, the parties agree as follows:

Assignment. In consideration for the execution of the Patent Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has conveyed, transferred, and assigned and does hereby convey, transfer and assign to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned Patents and Applications"):

the patents and patent applications set forth in <u>Schedule 1</u> hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;

all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world.

Recordation and Further Actions. Assignor authorizes any other governmental officials to record and register this Patent Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Patents and Applications are properly assigned to Assignee, or any assignee or successor thereto.

Terms of the Patent Agreement. The terms of the Patent Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Patents and Applications are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Patent Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Patent Agreement and the terms hereof, the terms of the Patent Agreement shall govern.

Page 1 of 5

Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

<u>Successors and Assigns</u>. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

Page 2 of 5

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date first above written.

> Wal-Mart Stores, Inc. 702 Southwest 8th Street Bentonville, Arkansas 72716 USA

Title: Vice President and General Counsel,

Corporate

State of <u>Amman</u>	)
	) 88:
County of <u>Penkin</u>	}

On this, the 40 day of May 2018, before me, a notary public, the undersigned officer, personally appeared from Risco known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

**ELIZABETH WITHEE** Notary Public - Arkansas Washington County Commission #12703099 My Commission Exp. 01/15/2028 IN WITNESS WHEREOF, Assignee has duly executed and delivered this Patent Assignment as of the date first above written.

Walmart Apollo, LLC
702 Southwest 8th Street
Bentonville, Arkansas 72716
USA
By:
Name: Craig Sharkey

State of ATMES.)
) ss:

County of AMM day of May . 2018, before me, a notary public, the undersigned officer, personally appeared May Torkey. known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Title: President

In Witness hereof, I hereumo set my hand and Orician sea

Notary Public / . . / . . . .

My Commission Expires: 1/5/2028

ELIZABETH WITHEE
Notary Public - Arkansas
Washington County
Commission #12703099
My Commission Exp. 01/15/2028

# SCHEDULE I

# **Assigned Patents and Applications**

Ref. No.	Title Ap	oplication No. Patent No.
4911US01	SHELVING ASSEMBLY WITH SHELVING DIVIDERS	15/703,370

Page 5 of 5

PATENT REEL: 045745 FRAME: 0626

**RECORDED: 05/08/2018**