

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414448

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wal-Mart Stores, Inc.		01/19/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	White Cloud Marketing, Inc.		
Street Address:	5200 Town Center Circle		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33486		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2159408	WHITE CLOUD	
CORRESPONDENCE DATA			
Fax Number:			
<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:	479.277.1695		
Email:	Jimeelah.Berryman@walmartlegal.com		
Correspondent Name:	Wal-Mart Stores, Inc.		
Address Line 1:	702 S.W. 8th Street		
Address Line 4:	Bentonville, ARKANSAS 72716		
ATTORNEY DOCKET NUMBER:	035433.03513		
NAME OF SUBMITTER:	Danica Acosta		
SIGNATURE:	/Danica Acosta/		
DATE SIGNED:	02/01/2017		
Total Attachments: 6			
source=Permission E-mail & White Cloud assignment#page1.tif			
source=Permission E-mail & White Cloud assignment#page2.tif			
source=Permission E-mail & White Cloud assignment#page3.tif			
source=Permission E-mail & White Cloud assignment#page4.tif			
source=Permission E-mail & White Cloud assignment#page5.tif			

OP \$40.00 2159408

Berryman, Jimeelah D.

From: Ralph DAngelo <rdangelo@paperpartners.com>
Sent: Thursday, January 26, 2017 2:27 PM
To: Danica Acosta - Legal
Cc: Ralph DAngelo
Subject: FW: Permission to record White Cloud assignment
Attachments: White Cloud TM Assign.pdf

Danica,

This is to confirm that we agree to the public disclosure of the redacted form of the assignment agreement for purposes of recording the assignment with the US Patent and Trademark Office.

Thank you

From: Danica Acosta - Legal [mailto:Danica.Acosta@walmartlegal.com]
Sent: Thursday, January 26, 2017 11:59 AM
To: Ralph DAngelo
Subject: Permission to record White Cloud assignment

Ralph – Attached is a redacted version of the White Cloud assignment. Please review and confirm (per 4. g. Publicity clause) that you agree to the public disclosure of this redacted form of the agreement for purposes of recording the assignment with the US Patent and Trademark Office. Thanks

Danica Acosta Associate General Counsel
Wal-Mart Stores, Inc.
702 SW 8th Street MS 0215
Bentonville, AR 72716-0215
Phone 479.277.1695

Danica.Acosta@walmartlegal.com

Saving people money so they can live better.

IP Legal information and FAQs: <https://teams.walmart.com/sites/LegalLeverage/IP/Intellectual%20Property%20Resources/Home.aspx>

This email and any attachments are privileged and confidential. If you have received this email in error, please destroy it immediately.

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made this 19th day of January, 2017 ("Effective Date") between White Cloud Marketing, Inc., a corporation organized under the laws of the State of Florida, with offices at 5200 Town Center Circle, Boca Raton, Florida 33486 ("Assignee") and Wal-Mart Stores, Inc., a corporation organized under the laws of the State of Delaware, with offices at 702 S.W. 8th Street, Bentonville, Arkansas 72716 ("Assignor"). Assignee and Assignor are hereinafter collectively referred to as the "Parties" and each may be individually referred to as a "Party."

RECITALS

WHEREAS, Assignor is the current owner of the trademark registrations identified in Exhibit A (the "Marks");

WHEREAS, Assignee wishes to acquire all of Assignor's rights in and to the Marks and the goodwill associated with such Marks;

WHEREAS, the Parties agree that Assignor may continue to use the Marks on a nonexclusive basis to sell through existing inventory of diapers until December 31, 2017. After that date, any use by Assignor of the Marks on diapers shall be subject to terms to be mutually agreed to by and between the Parties at that time;

NOW, THEREFORE, in consideration of the mutual promises and covenants exchanged herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

AGREEMENT

1. Assignment.

a. Assignment. Assignor [REDACTED] hereby assigns, transfers and conveys to Assignee, its Affiliates, successors, assigns or other legal representatives all right, title and interest in and to the Marks held by Assignor, together with the goodwill of the goods and/or services which are symbolized by the Marks, to be held and enjoyed by Assignee for its own use and benefit and for its Affiliates, successors and assigns as the same would have been held by Assignor had the assignment not been made.

b. Assistance. Assignor hereby agrees to give, execute and/or deliver any document, notice, agreement or other evidence of assignment as may be reasonably necessary to evidence or effectuate the foregoing as of the Effective Date. Upon reasonable request on or after the Effective Date by Assignee, Assignor will promptly execute and/or deliver any such further documents necessary to register and perfect the interest of Assignee in and to the Marks.

c. Assignee. Upon assignment, Assignee shall be solely responsible to maintain, renew and perform all other obligations respecting the Marks.

2. Term and Termination.

a. Term. This Agreement shall commence on the Effective Date and shall continue in perpetuity unless and until terminated as set forth herein.

b. Termination. In the event that either Party commits a breach of any term or condition of this Agreement, the other Party may terminate this Agreement in the event that the breaching Party does not cure such breach within thirty (30) business days after receiving written notice of such breach.

3. Indemnification. Assignor agrees to defend, indemnify and hold harmless Assignee, its subsidiaries, Affiliates, officers, directors, shareholders, employees and agents from and against any and all claims asserted against, imposed upon or incurred by Assignee due to, arising out of or relating to any suit or claim that the Marks as registered infringe or otherwise violate any trademark, service mark, trade name or other similar intellectual property right of any third party.

4. Warranties, Quality Assurances and Marking.

a. Warranties. Each Party warrants and represents to the other Party as of the Effective Date that (i) it has the full right and power to enter into this Agreement; (ii) there are no outstanding agreements, assignments or encumbrances inconsistent with the provisions of this Agreement; and its execution of this Agreement has been duly authorized by all necessary corporate action of such Party.

b. By Assignor. Assignor hereby warrants and represents to Assignee as of the Effective Date that (i) it holds sufficient right, title and interest in and to the Marks to grant Assignee assignment rights set forth herein and (ii) Assignee's use of the Marks as expressly authorized by this Agreement will not infringe upon or otherwise violate any trademark, service mark, trade name or other similar intellectual property right of any third party.

5. Limitation of Liability. IN NO EVENT SHALL ASSIGNEE BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL DAMAGES OR THE LIKE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER SUCH ASSIGNEE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. General Provisions.

a. Choice of Law and Venue. The Parties agree that this Agreement shall be governed by the substantive laws of the State of Arkansas, without regard to any such

laws or regulations that may direct the application of the law of any other jurisdiction. Any controversy, claim or dispute between the Parties arising out of or relating to this Agreement or any breach hereof or thereof shall be brought in state or federal courts of Arkansas.

b. Headings. The headings used in this Agreement have been inserted for convenience only and shall not affect or be deemed to control its construction or interpretation.

c. Independent Parties. Nothing contained in this Agreement shall be construed to place the Parties in the relationship of legal representatives, partners, joint ventures, agents or fiduciaries, and no Party shall take any action or incur any debts, obligations or liabilities in the name of the other.

d. Waiver. No provisions of this Agreement will be waived by any Party except in writing. The Parties hereto agree that the waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same Party or any other provision or condition of this Agreement.

e. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all previous or contemporaneous representations, understandings or other communications, either verbal or written, between the Parties concerning such subject matter.

f. Severability. If any one or more of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.

g. Publicity. Except as otherwise set forth in this Agreement, neither Party will make any public disclosure or announcement of the existence of this Agreement, its terms or the relationship with the other Party without the prior written consent of such other Party.

h. Counterparts. This Agreement may be executed in counterparts or duplicate originals, and facsimile, electronic and digital copies of this Agreement, including properly executed PDF versions of this Agreement, shall be regarded as an original instrument by the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, effective as of the Effective Date.

WHITE CLOUD MARKETING, INC.

By: Tom B. Galbraith

Name: Tom B. Galbraith

Title: President

WAL-MART STORES, INC.

By: Scott B. Hill

Name: Scott B. Hill

Title: EVP Consumables

EXHIBIT A

Mark

Registration Number

WHITE CLOUD

2,159,408