

900454580 06/14/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478026

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	05/01/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Walmart Inc.		05/01/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Walmart Apollo, LLC		
Street Address:	702 SW 8th Street		
City:	Bentonville		
State/Country:	ARKANSAS		
Postal Code:	72716-0215		
Entity Type:	Corporation: DELAWARE <i>Limited Liability Company</i>		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86904828	3 2 1 SAVE	
Serial Number:	86908712	3 2 1 SAVE	
Serial Number:	87070675	MAINSTAYS	
Serial Number:	87115065	HYPER TOUGH	
Serial Number:	87310817	EVERYDAY STRONG	
Serial Number:	87467908	HYPER TOUGH	
Serial Number:	87977334	[G] GEORGE	
Serial Number:	87314963	AUTO DRIVE	
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>			
Email:	ustm@walmartlegal.com		
Correspondent Name:	Walmart Apollo, LLC		
Address Line 1:	702 SW 8th Street		
Address Line 4:	Bentonville, ARKANSAS 72716-0215		
NAME OF SUBMITTER:	Sandra M. Buja		
SIGNATURE:	/Sandra M. Buja/		

CH \$215.00 86904828

DATE SIGNED:	06/14/2018
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Total Attachments: 6

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Trademark Assignment

THIS TRADEMARK ASSIGNMENT ("Assignment") is effective the 1st day of May, 2018 ("Effective Date"), and is by and between WALMART INC., a corporation organized under the laws of Delaware with a principal place of business at 702 SW 8th Street, Bentonville, Arkansas 72716 (the "Assignor") and WALMART APOLLO, LLC, a limited liability company organized under the laws of Delaware with a principal place of business at 702 SW 8th Street, Bentonville, Arkansas 72716 (the "Assignee").

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

WHEREAS, this Assignment includes the assignment from Assignor to Assignee of all goodwill and reputation associated with the Trademarks identified on Schedule A;

WHEREAS, this Assignment also includes the right granted to Assignee to record this Assignment with the intellectual property offices responsible for registering the Trademarks identified in Schedule A, to fully effectuate the assignment of the Trademarks from Assignor to Assignee;

WHEREAS, this Assignment also includes the rights granted to Assignee to, with Assignor, take any action necessary, reasonable or appropriate to protect and defend the Trademarks, and if necessary, pursue any infringements of the Trademarks; and

WHEREAS, the Assignor has agreed to assign the Trademarks to the Assignee, and the Assignee hereby accepts said assignment;

NOW THEREFORE, for good and valuable consideration, the full receipt and full sufficiency of which is hereby acknowledged by Assignor and Assignee, the Assignor and the Assignee hereby agree as follows:

1. **Assignment.** Assignor hereby assigns to Assignee, and Assignee hereby accepts, the assignment and ownership of the full right and title to and in the Trademarks, together with the goodwill of the business concerned in the goods and services for which the Trademarks are used, registered and/or identified in any pending applications assigned herewith.
2. **Further Actions.** Assignor and Assignee each agree to take any further steps necessary and appropriate to confirm and fully effectuate the assignment of the Trademarks from Assignor to Assignee.
3. **Right to Record.** Assignee and Assignor each agree that this Assignment may be recorded with the appropriate intellectual property office and/or governmental entities or

agencies as may be necessary and appropriate to fully effectuate Assignor's assignment of the Trademarks to Assignee.

4. **Right to Defend and Enforce.** This Assignment includes the rights to Assignee, together with Assignor, as may be necessary and/or appropriate, to take any and all actions necessary to defend, protect and enforce Assignee's rights and ownership in and to the Trademarks.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed in duplicate counterparts as of the day and year first written above.

ASSIGNOR:

WALMART INC.,

By: Gordon Y. Allison
Gordon Y. Allison
Vice President and General Counsel, Corporate



ASSIGNEE:

WALMART APOLLO, LLC

By: Craig T. Sharkey
Craig T. Sharkey
President

SCHEDULE A

Schedule A - U.S. Trademarks

Mark Name	Mark Image	Filed Date	App. No.	Class No.
3 2 1 SAVE		2/11/2016	86904828	35
3 2 1 SAVE and Design		2/16/2016	86908712	35
MAINSTAYS		6/14/2016	87070675	7, 8, 9, 11, 17, 21
HYPER TOUGH		7/25/2016	87115065	9, 12
EVERYDAY STRONG		1/23/2017	87310817	16
HYPER TOUGH		5/30/2017	87467908	9, 10
[G] GEORGE (Stylized)		4/18/2017	87977334	25
AUTO DRIVE		2/11/2016	87314963	8, 9, 11, 21

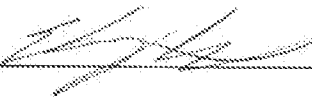
STATE OF ARKANSAS

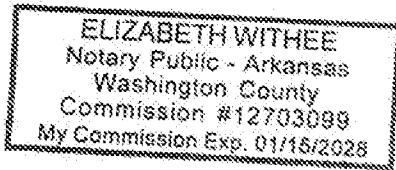
COUNTY OF Benton SS.

On 6/17, 2018, before me, personally appeared Craig T. Sharkey, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arkansas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



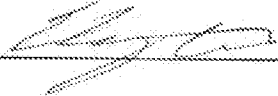
STATE OF ARKANSAS

COUNTY OF Franklin SS.

On 6/7, 2018, before me, personally appeared Gordon Y. Allison, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arkansas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

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