

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM489926

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Graham Gallon		09/06/2018	INDIVIDUAL: GREAT BRITAIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Walmart Apollo, LLC		
<b>Street Address:</b>	702 SW 8th Street, MS 0215		
<b>City:</b>	Bentonville		
<b>State/Country:</b>	ARKANSAS		
<b>Postal Code:</b>	72716		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5100272	EVN1	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	shanti.peruman@walmartlegal.com		
<b>Correspondent Name:</b>	Walmart Apollo, LLC		
<b>Address Line 1:</b>	702 SW 8th Street, MS 0215		
<b>Address Line 4:</b>	Bentonville, ARKANSAS 72716		
<b>NAME OF SUBMITTER:</b>	Sandra M. Buja		
<b>SIGNATURE:</b>	/Sandra M. Buja/		
<b>DATE SIGNED:</b>	09/13/2018		
<b>Total Attachments: 3</b>			
source=Gallon and Monitane Assignment to Walmart Apollo, LLC#page1.tif			
source=Gallon and Monitane Assignment to Walmart Apollo, LLC#page2.tif			
source=Gallon and Monitane Assignment to Walmart Apollo, LLC#page3.tif			

CH \$40.00 5100272

## ASSIGNMENT OF TRADEMARK

This Assignment of Trademark, dated as of September 6, 2018, is by and between **Graham Gallon**, an individual with an address at APT. 12 1A, Europa Residence Blvd. Des Moulins, Monaco 98000 and **Monitane USA, Inc.** a Delaware corporation with an address at 843 South Los Angeles Street, Suite 401, Los Angeles, California 90014-3343 (collectively "Assignors"), and **Walmart Apollo LLC**, a Delaware limited liability company with a principal place of business located at 702 Southwest 8<sup>th</sup> Street, Bentonville, Arkansas 72716 ("Assignee").

WHEREAS, Assignors have adopted and used in commerce the trademark EVN1 in connection with various articles of apparel in Class 25 (the "Mark");

WHEREAS, Gallon is the named registrant holding all right, title and interest in and to the Mark as evidenced by United States Federal Registration Number 5,100,272 (the "Registration");

WHEREAS, Assignee is desirous of acquiring the Mark and the Registration from Assignors, together with the goodwill of the business symbolized thereby;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee hereby agree as follows:

1. Assignment of Mark. Assignors do hereby assign, transfer and set over to Assignee all right, title, and interest in and to the Mark, together with the Registration and all of the goodwill of the business symbolized thereby and appurtenant thereto. Assignors do also hereby assign, sell, transfer and set over unto Assignee all claims for damages for reason of past or current infringement of the Mark, as well as the right to sue for and collect the same for Assignee's own use and enjoyment.

2. Consideration. [REDACTED]

3. Recordal. Assignors further authorize the Director of the United States Patent & Trademark Office, and any official of any U.S. state or states, or any country or countries foreign to the United States, whose duty it is to record trademark registrations, applications and title thereto, to record the Registration and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

4. Representations of Assignors. Assignors jointly and severally warrant and represent that (a) Gallon is the sole owner of the Mark free and clear of any claims, liens or encumbrances; (b) no other party owns rights to the Mark; (c) no other party's authority or consent is required to enter into this Agreement; (d) they own no other registrations or applications for the Mark other than the Registration;

[REDACTED]

5. Confidentiality. The terms of this Agreement are confidential with respect to Assignors. Assignors will not disclose, nor cause any other person or entity to disclose, the terms of this Agreement to any person other than his accountants and attorneys who have reason to know without Assignee's explicit written permission.

6. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter set forth herein. No inducements, representations or promises have been made, other than those recited in this Agreement.

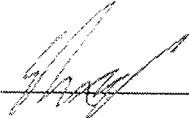
[END OF PAGE 2]

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The undersigned individuals hereby represent and warrant they have the full authority to execute this Agreement on behalf of the parties for which they signed.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have executed this Assignment as a sealed instrument as of the date first above written.

Assignors:

GRAHAM GALLON

By: 

Name: Graham Gallon

Assignee:

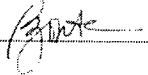
WALMART APOLLO LLC,

By: 

Name: Craig T. Sharkey

Title: President

MONITANE USA, INC.

By: 

Name: Brooke Jonte

Title: President