

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514697

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	09/01/2018

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wal-Mart Stores, Inc.		01/22/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Walmart Apollo, LLC
Street Address:	702 SW 8th Street, MS 0215
City:	Bentonville
State/Country:	ARKANSAS
Postal Code:	72716
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Serial Number:	86787516	ONN
Serial Number:	86753838	WAY TO CELEBRATE
Serial Number:	86473033	BLACKWEB
Serial Number:	86568109	BLACKWEB
Serial Number:	86842585	MAINSTAYS
Serial Number:	86842559	MAINSTAYS
Serial Number:	87268647	DRIWORKS
Serial Number:	87253225	VIBRANT LIFE
Serial Number:	87253233	VIBRANT LIFE
Serial Number:	87253237	VIBRANT LIFE
Serial Number:	87253244	VIBRANT LIFE
Serial Number:	87253247	VIBRANT LIFE
Serial Number:	87293420	EXPERT GRILL
Serial Number:	87293425	EXPERT GRILL
Serial Number:	87343465	GRIT STICK
Serial Number:	87402531	PARENT'S CHOICE
Serial Number:	87402538	PARENT'S CHOICE
Serial Number:	87402541	PARENT'S CHOICE

CH \$1065.00 86787516

Property Type	Number	Word Mark
Serial Number:	87219592	PEN+GEAR
Serial Number:	87219602	PEN+GEAR
Serial Number:	87219606	PEN+GEAR
Serial Number:	87219636	PEN+GEAR
Serial Number:	86928375	PARENT'S CHOICE
Serial Number:	87599294	AUTO DRIVE
Serial Number:	87568975	FLAVORFUL, AUTHENTIC. GUARANTEED DELICIO
Serial Number:	87600875	HYPER TOUGH
Serial Number:	87456966	NO BOUNDARIES
Serial Number:	87456952	NOBO
Serial Number:	87416499	ADVENTURE FORCE
Serial Number:	87402569	PARENT'S CHOICE
Serial Number:	87405522	PARENT'S CHOICE
Serial Number:	87405527	PARENT'S CHOICE
Serial Number:	87383158	HYPER TOUGH
Serial Number:	87467169	THE ORANGE TREE
Serial Number:	87405494	PARENT'S CHOICE
Serial Number:	87405500	PARENT'S CHOICE
Serial Number:	87344223	
Serial Number:	87343522	
Serial Number:	87402568	PARENT'S CHOICE
Serial Number:	87402578	PARENT'S CHOICE
Serial Number:	87402582	PARENT'S CHOICE
Serial Number:	87730722	PEN+GEAR

CORRESPONDENCE DATA

Fax Number:

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.

Email: shanti.peruman@walmartlegal.com, ustm@walmartlegal.com, dsdocketuswmt@dinsmore.com

Correspondent Name: Walmart Apollo, LLC

Address Line 1: 702 SW 8th Street, MS 0215

Address Line 4: Bentonville, ARKANSAS 72716

NAME OF SUBMITTER: Sandra M. Buja

SIGNATURE: /Sandra M. Buja/

DATE SIGNED: 03/18/2019

Total Attachments: 8

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Trademark Assignment

THIS TRADEMARK ASSIGNMENT ("Assignment") is effective the 1st day of September, 2018 ("Effective Date"), and is by and between WAL-MART STORES, 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, pursuant to the terms of this Assignment, 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:

WAL-MART STORES, INC.

By: Gordon Y. Allison

Gordon Y. Allison
Vice President and General Counsel, Corporate

ASSIGNEE:

WALMART APOLLO, LLC

By: Craig T. Sharky

Craig T. Sharky
President

STATE OF ARKANSAS

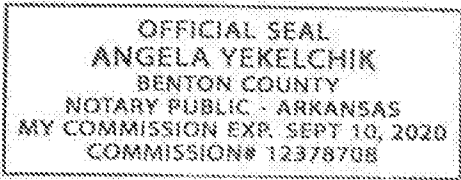
COUNTY OF Benton SS.

On January 22, ²⁰¹⁹ 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 Angela D. Yekelchik (Seal)



STATE OF ARKANSAS

COUNTY OF Benton SS.

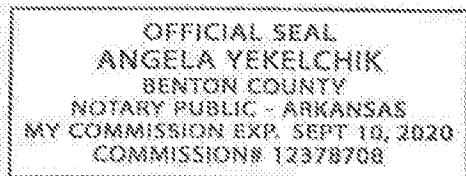
On January 22, 2019, 2018, before me, personally appeared Gordon Y. Allison, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature 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.

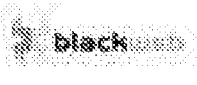




Signature Angela D. Yekelchik (Seal)

12275399v6





SCHEDULE A

Schedule A - U.S. Trademarks

Mark Name	Mark Image	Filed Date	Application Number	Registration Number	International Classes
ONN		2015-10-14	86787516	5607418	9
WAY TO CELEBRATE		2015-09-11	86753838	5607408	16,21
BLACKWEB		2014-12-05	86473033	5622964	9
BLACKWEB and Spider Design (Black and Grey)		2015-03-18	86568109		9,28
MAINSTAYS		2015-12-08	86842585	5638288	23
MAINSTAYS		2015-12-08	86842559	5623087	11
DRIWORKS		2016-12-14	87268647	5618054	25
VIBRANT LIFE		2016-12-01	87253225	5623264	3
VIBRANT LIFE		2016-12-01	87253233	5623265	18
VIBRANT LIFE		2016-12-01	87253237	5623266	20
VIBRANT LIFE		2016-12-01	87253244	5623267	21
VIBRANT LIFE		2016-12-01	87253247	5623268	28
EXPERT GRILL		2017-01-09	87293420	5504041	4,9,11,21
EXPERT GRILL and Design		2017-01-09	87293425	5566483	11,21
GRIT STICK		2017-02-21	87343465	5638583	28
PARENT'S CHOICE and Heart Design		2017-04-07	87402531	5566632	3
PARENT'S CHOICE and Heart Design		2017-04-07	87402538	5566633	5,30
PARENT'S CHOICE and Heart Design		2017-04-07	87402541	5566634	8
PEN+GEAR		2016-10-28	87219592	5556359	6

TRADEMARK





Schedule A - U.S. Trademarks

Mark Name	Mark Image	Filed Date	Application Number	Registration Number	International Classes
PEN+GEAR		2016-10-28	87219602	5566380	9
PEN+GEAR		2016-10-28	87219606	5566381	16
PEN+GEAR		2016-10-28	87219636	5566382	22
PARENT'S CHOICE		2016-03-03	86928375	5514210	21
AUTO DRIVE		2017-09-07	87599294	5521093	14
FLAVORFUL, AUTHENTIC. GUARANTEED DELICIOUS.		2017-08-15	87568975	5671128	30,32
HYPER TOUGH		2017-09-08	87600875	5587723	7
NO BOUNDARIES		2017-05-19	87456966	5633732	14
NOBO		2017-05-19	87456952	5633731	14
ADVENTURE FORCE		2017-04-19	87416499	5536713	28
PARENT'S CHOICE and Heart Design		2017-04-07	87402569		25
PARENT'S CHOICE		2017-04-10	87405522	5566638	20
PARENT'S CHOICE		2017-04-10	87405527	5566639	24
HYPER TOUGH		2017-03-23	87383158	5596545	3
THE ORANGE TREE		2017-05-29	87467169	5536869	3,21
PARENT'S CHOICE		2017-04-10	87405494	5566637	3
PARENT'S CHOICE		2017-04-10	87405500	5638680	5,30
ANGEL CART Design		2017-02-21	87344223	5587064	35

TRADEMARK

REEL: 006593 FRAME: 0307

Schedule A - U.S. Trademarks

Mark Name	Mark Image	Filed Date	Application Number	Registration Number	International Classes
ANGEL CART Design		2017-02-21	87343522	5587059	39
PARENT'S CHOICE and Heart Design		2017-04-07	87402568	5566635	24
PARENT'S CHOICE and Heart Design		2017-04-07	87402578	5566636	29
PARENT'S CHOICE and Heart Design		2017-04-07	87402582	5649999	30
PEN+GEAR		2017-12-21	87730722	5597410	22