

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM570166

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.		02/28/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Serial Number:	87414815	[G] GEORGE
Serial Number:	87979473	[G] GEORGE
Serial Number:	87981163	ATHLETIC WORKS
Serial Number:	87980032	ATHLETIC WORKS
Serial Number:	87980412	ATHLETIC WORKS
Serial Number:	87727865	CLEAR AMERICAN ESSENTIALS
Serial Number:	87472417	
Serial Number:	87472419	
Serial Number:	87568975	FLAVORFUL, AUTHENTIC. GUARANTEED DELICIO
Serial Number:	86651975	GEORGE
Serial Number:	87564118	GRAPE SODA GRAPES
Serial Number:	87980100	HYPERTOUGH
Serial Number:	87980033	
Serial Number:	87589298	
Serial Number:	87980080	
Serial Number:	87981436	
Serial Number:	87589282	OZARK TRAIL
Serial Number:	87981274	OZARK TRAIL

CH \$1140.00 87414815

DATE SIGNED:	04/01/2020
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Total Attachments: 8

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Trademark Assignment

THIS TRADEMARK ASSIGNMENT (“Assignment”) is effective the 12th day of December, 2019 (“Effective Date”), and is by and between WAL-MART STORES, INC. (now known as 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:

WAL-MART STORES, INC.

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

ASSIGNEE:

WALMART APOLLO, LLC

By: 
Matthew Allen
Vice President & Assistant Treasurer

STATE OF ARKANSAS

COUNTY OF BENTON SS.

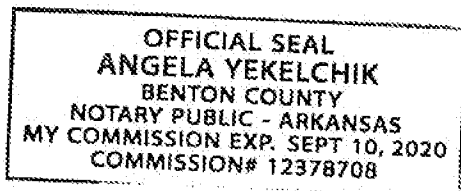
On February 28, 2020, before me, personally appeared Gordon Y. Allison, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on 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 Yekelchik (Seal)

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STATE OF ARKANSAS

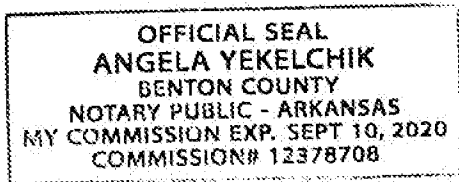
COUNTY OF BENTON SS.

On March 3, 2020, before me, personally appeared Matthew Allen, 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 Yekelchik (Seal)



Schedule A

<u>Mark Name</u>	<u>Mark Image</u> (If Applicable)	<u>Serial Number</u>	<u>Registration Number</u>	<u>International Classes</u>
[G] GEORGE		87414815	5800883	14
[G] GEORGE		87979473	5671610	18,25
ATHLETIC WORKS		87981163	5814829	21,25,27,28
ATHLETIC WORKS		87980032	5729869	9,10,14,21,25,27,28
ATHLETIC WORKS		87980412		9,10,14,21,25,27,28
CLEAR AMERICAN ESSENTIALS		87727865	5801294	32
Design		87472417	5814044	9
Design		87472419	5814045	42
FLAVORFUL, AUTHENTIC. GUARANTEED DELICIOUS.		87568975	5671128	30,32
GEORGE		86651975		14
GRAPE SODA GRAPES		87564118		31
HYPERTOUGH		87980100	5729882	6,11
Design		87980033	5777313	9,10,14,21,25,27,28
Design		87589298	5814142	25

Design		87980080	5717995	28
Design		87981436	5835980	8,28
OZARK TRAIL		87589282	5814141	25
OZARK TRAIL		87981274	5814852	8,28
OZARK TRAIL OUTDOOR EQUIPMENT		87980079	5717994	28
PARENT'S CHOICE		87405508	5829372	10
PARENT'S CHOICE		87405512	5807345	11
PARENT'S CHOICE		87405529	5,703,940	25
PARENT'S CHOICE		87405532	5840150	27
PARENT'S CHOICE		87405517	5,703,939	16,24
PARENT'S CHOICE		87405524	5,740,360	21,22
PARENT'S CHOICE		87402544	5840147	10
PARENT'S CHOICE		87402545	5840148	11
PARENT'S CHOICE		87402572	5822263	27
PARENT'S CHOICE		87402586	5,740,357	32
PARENT'S CHOICE		87402550	5,703,936	16,24

PARENT'S CHOICE		87402565		21,22
PINWHEEL		86557874	5757894	24
PROJECT GIGATON		87681996	5469754	42
SWEET SPARK		87352546	5681177	31
TERRA & SKY		87978876	5619271	25
WAY TO CELEBRATE		87304460		11
WAY TO CELEBRATE		86984363	5,703,635	21
WAY TO CELEBRATE		86918424	5710089	28
WAY TO CELEBRATE		87330549	5746038	16,20,21,24,27
WAY TO CELEBRATE		87980391	5747441	20,21,24,25,26
WAY TO CELEBRATE		87980011	5711682	3,16,24,25,27,28
WAY TO CELEBRATE		87979736	5717932	4,9,16,21,26
WAY TO CELEBRATE		87979045	5,741,578	6,11,16,24,25,26,28,31
WONDER NATION		87979925	5711665	14
WONDER NATION		87356085	5675838	9,14,18,25,26