

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM587726

<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>
SHOEBUY.COM INC.		06/22/2020	Corporation: DELAWARE
<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>Serial Number:</b>	86912449	ELEVTD	
<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, ustm@walmartlegal.com, dsdocketuswmt@dinsmore.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>	Holly M. Lar, Attorney of Record, AR Bar		
<b>SIGNATURE:</b>	/Holly M. Lar/		
<b>DATE SIGNED:</b>	07/21/2020		
<b>Total Attachments: 3</b>			
source=Executed Assignment - Shoebuy to Walmart Apollo - 6.22.2020#page1.tif			
source=Executed Assignment - Shoebuy to Walmart Apollo - 6.22.2020#page2.tif			
source=Executed Assignment - Shoebuy to Walmart Apollo - 6.22.2020#page3.tif			

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## **TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment"), is effective as of the 22nd day of June, 2020 by and between **SHOEBUY.COM, INC.**, a Delaware corporation having a principal place of business at 101 Arch Street, 16<sup>th</sup> Floor, Boston, Massachusetts 02110 U.S.A. (the "Assignor") and **WALMART APOLLO, LLC**, a Delaware limited liability company having a principal place of business at 702 S.W. 8<sup>th</sup> Street, Bentonville, Arkansas 72716-0215 U.S.A. (the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to all of the trademarks listed on the attached Schedule A and incorporated herein by reference into this Assignment (collectively, the "Trademarks"); and

WHEREAS, Assignor desires to assign all right, title and interest in and to the Trademarks to Assignee, and Assignee desires to acquire all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor does hereby sell, assign, transfer and set over to Assignee, its successors, and assigns, all of Assignor's right, title and interest in and to the Trademarks together with the goodwill of the business associated with said Trademarks and registrations thereof, including any rights under common law, and the right to all remedies including damages, an accounting of profits or other proceeds and causes of action relating to past, present or future infringement or dilution of said Trademarks.
2. Assignor agrees to execute and deliver such documents, and to take such actions, as may be reasonably requested by Assignee, its successors or assigns, to give effect to this Assignment and to vest, perfect, confirm, record or otherwise reflect or give effect to Assignee's rights as set forth herein.
3. Assignor hereby requests that the head of each country's Trademark Office record Assignee as assignee of the Trademarks, for the sole use and enjoyment of Assignee, its successors, legal representatives and assigns.
4. This Assignment may be executed in counterparts or duplicate originals, all of which shall be regarded as one and the same instrument. Facsimile, electronic and digital copies of the Assignment, including properly executed PDF versions of the Assignment, shall be regarded as an original instrument by the parties.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, each party has caused this Assignment to be executed on its behalf by a duly authorized representative.

**Assignor:**

**SHOEBUY.COM, INC.**

By: Hannah Kang \_\_\_\_\_

Name: Hannah Kang \_\_\_\_\_

Title: Assistant Secretary \_\_\_\_\_

Date: 6/22/2020 | 10:56 CDT \_\_\_\_\_

**Assignee:**

**WALMART APOLLO, LLC**

By: Matthew Allen \_\_\_\_\_

Name: Matthew Allen \_\_\_\_\_

Title: Director \_\_\_\_\_

Date: 6/22/2020 | 06:32 CDT \_\_\_\_\_

SCHEDULE A

<b>COUNTRY</b>	<b>MARK</b>	<b>SERIAL NO.</b>
United States	ELEVTD	86912449