

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM634503

<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>
Jet.com, Inc.		01/29/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Walmart Apollo, LLC		
<b>Street Address:</b>	702 Southwest 8th Street		
<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>	5047121	JET	
<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>	natalia.radic@dinsmore.com		
<b>Correspondent Name:</b>	Walmart Inc.		
<b>Address Line 1:</b>	702 SW 8th Street		
<b>Address Line 4:</b>	Bentonville, ARKANSAS 72716		
<b>NAME OF SUBMITTER:</b>	Sean T. Price		
<b>SIGNATURE:</b>	/Sean T. Price/		
<b>DATE SIGNED:</b>	03/25/2021		
<b>Total Attachments: 7</b>			
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OP \$40.00 5047121

## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made effective as of the 29th day of January, 2021 (the "Effective Date") between **Jet.com, Inc.**, a Delaware corporation with an address of 221 River Street, Hoboken, New Jersey 07030 ("Assignor"), and **WALMART APOLLO, LLC**, a Delaware company with an address of 702 Southwest 8<sup>th</sup> Street, Bentonville, Arkansas 72716 ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee all right, title, and interest in and to any and all of the following (collectively, the "Trademark Rights"):

(a) all right, title and interest throughout the world (including all rights provided by international conventions and treaties) in and to the trademark, trademark registration and other trademark rights set forth in Schedule A (collectively, the "Assigned Trademarks"), together with the goodwill of the business symbolized by the Assigned Trademarks and the goodwill of the business in connection with which the Assigned Trademarks are used;

(b) all rights to causes of action and remedies related to the Assigned Trademarks, including the right to sue (including for damages and injunctive relief) for any past, present or future infringement, violation, dilution or other unauthorized use of any of the Assigned Trademarks;

(c) all rights to receive income, royalties, damages, payments or other consideration now or hereafter due or payable with respect to the Assigned Trademarks;

(d) all rights to prosecute and maintain the Assigned Trademarks; and

(e) all other rights and interests arising out of, in connection with or in relation to the Assigned Trademarks.

2. Assignor hereby authorizes and requests the respective trademark office or governmental agency in each jurisdiction to record this Assignment and to issue any trademarks or trademark registrations from any trademark applications included in the Trademark Rights to and in the name of Assignee.

3. From and after the Effective Date, Assignor shall cooperate with Assignee and Assignee's representatives, and shall execute and deliver such documents and take such other actions as Assignee may reasonably request and at the sole expense of Assignee, to cause to be conveyed to Assignee and its successors or assigns all of the rights, titles and interests intended to be conveyed to Assignee under this Agreement. Assignor hereby irrevocably nominates, constitutes and appoints Assignee as the true and lawful attorney-in-fact of Assignor (with full power of substitution) effective as of the Effective Date, and hereby authorizes Assignee, in the name of and on behalf of Assignor, to execute, deliver, acknowledge, certify, file and record any

document and to take any other action (on or at any time after the date of this Assignment) that Assignee may deem appropriate for the purpose of collecting, asserting, enforcing or perfecting any claim, right or interest of any kind that is included in or relates to any of the Trademark Rights or otherwise carrying out or facilitating any of the transactions contemplated hereby. The power of attorney referred to in the preceding sentence is and shall be coupled with an interest and shall be irrevocable, and shall survive the dissolution or insolvency of Assignor.

4. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to the principles of conflicts of laws).

5. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

6. As used in this Assignment, the words "include" and "including" and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation." Where the context so permits, the word "or" means "and/or."

7. This Assignment may be executed in two or more counterparts, each of which shall constitute an original and all of which, which taken together, shall constitute one agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or by electronic delivery in .pdf format shall be sufficient to bind the parties to the terms and condition of this Assignment.

*[Signatures follow]*

In **WITNESS WHEREOF**, intending to be legally bound, the parties through their duly authorized representatives have executed this Assignment as of the Effective Date.

**Jet.com, Inc.**

By: Casey Carl

Name: Casey Carl

Title: President/Director

**WALMART APOLLO, LLC**




By: Danica Acosta

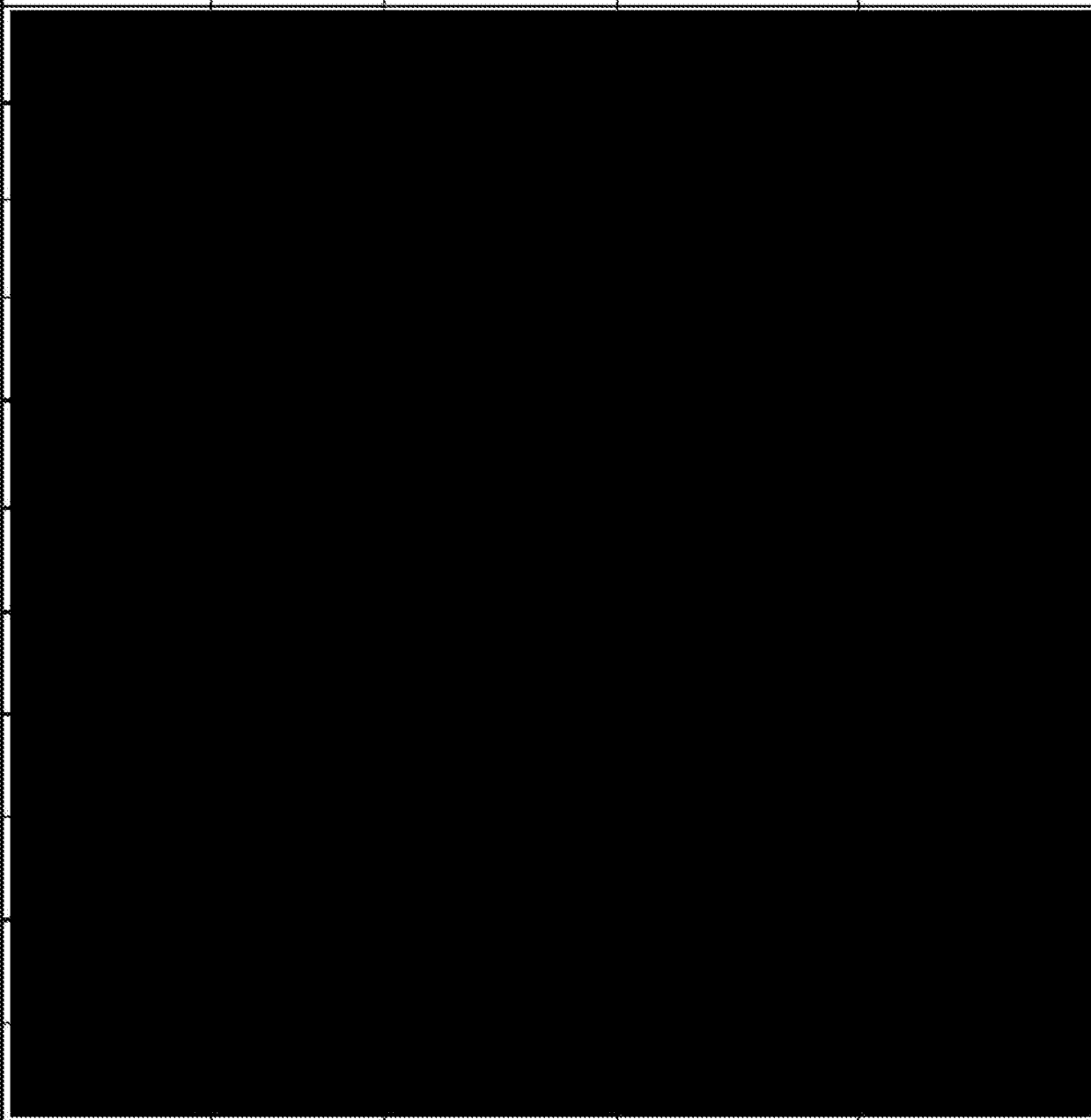
Name: Danica Acosta

Title: Assistant Secretary


**SCHEDULE A**

Mark Name	Mark Image	Country	Classes	Application / Registration Number
JET and Design	<b>jet</b>	Canada	101	1819358
JET		Canada	101	TMA1040259
JET ANYWHERE		Canada	101,102	TMA1040267
JET and Design	<b>jet</b>	Canada	101	TMA1040288
JET		China	39	14863073
JET and Design	<b>jet</b>	China	9	16324957
JET and Design	<b>jet</b>	China	35	16324956

Mark Name	Mark Image	Country	Classes	Application / Registration Number
JET and Design		China	30	22747103
JET and Design		China	31	22747102
JET and Design		China	32	22747101



Mark Name	Mark Image	Country	Classes	Application / Registration Number
JET		United States of America	9,35,42	5047121

Mark Name	Mark Image	Country	Classes	Application/ Registration Number
JET and Design	 The logo for 'jet' is written in a bold, lowercase, sans-serif font. The letter 'j' has a small dot above it.	United States of America	9,35,42	5051440