

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM531879

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| SEQUENCE: | 1 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Jet.com, Inc. | | 01/31/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Walmart Inc. | | |
| Street Address: | 702 SW 8TH Street | | |
| City: | Bentonville | | |
| State/Country: | ARKANSAS | | |
| Postal Code: | 72716 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 13 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85894091 | 349 | |
| Serial Number: | 85793877 | AUFOND | |
| Serial Number: | 77839786 | BE THE BUYER | |
| Serial Number: | 85711166 | BE THE STYLIST | |
| Serial Number: | 85981100 | BEA & DOT BY MODCLOTH | |
| Serial Number: | 85804438 | BREAKFAST FOR DINNER | |
| Serial Number: | 85643491 | FERVOUR | |
| Serial Number: | 85774657 | GRAHAM STREET SHOE CO | |
| Serial Number: | 86178690 | HIGH DIVE | |
| Serial Number: | 77707525 | M | |
| Serial Number: | 86630419 | MODCLOTH | |
| Serial Number: | 77668897 | MODCLOTH | |
| Serial Number: | 86074468 | MODCLOTH | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | ustm@walmartlegal.com | | |

OP \$340.00 85894091

Correspondent Name: Walmart Inc.
Address Line 1: 702 SW 8TH Street
Address Line 4: Bentonville, ARKANSAS 72716

NAME OF SUBMITTER: Sean T. Price

SIGNATURE: /Sean T. Price/

DATE SIGNED: 07/15/2019

Total Attachments: 7

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Trademark Assignment

THIS TRADEMARK ASSIGNMENT ("Assignment") is effective as of January 31, 2019 at 6:00 PM EST ("Effective Date") and is by and between Jet.com, Inc., a Delaware corporation (the "Assignor") and Walmart Inc., a Delaware corporation (the "Assignee").

WHEREAS, the Assignor is the owner and proprietor of all right, title and interest in and to the trademarks, trademark registrations, and other trademark rights set forth in Schedule A attached hereto (the "Trademarks");

WHEREAS, the Assignor and Assignee have entered into that certain Distribution Agreement between Assignor and Assignee that is effective as of January 31, 2019 at 6:00 PM EST (the "Distribution Agreement"), whereby the Assignor transferred certain assets related to the ModCloth business to the Assignee;

WHEREAS, the Assignor and Assignee acknowledge and agree that the transfer of the assets under the Distribution Agreement includes the transfer of the Trademarks and all goodwill and reputation associated therewith; and

WHEREAS, in order to fully effectuate the assignment of the Trademarks from Assignor to Assignee, Assignor and Assignee hereby execute this Assignment and further consent to the recordal of this Assignment in intellectual property offices throughout the world.

NOW THEREFORE, for one United States of America dollar, and for other 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. 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 Trademarks, together with the goodwill of the business symbolized by the Trademarks and the goodwill of the business in connection with which the Trademarks are used;

(b) all rights to causes of action and remedies related to the 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 Trademarks;

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

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

(e) all other rights and interests arising out of, in connection with or in relation to the 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 Assignment. 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 Assignment 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, when taken together, shall constitute one agreement. The exchange of a fully executed Assignment (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.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly by
executed effective as of the date and time first written above.

ASSIGNOR:

Jet.com, Inc.

ASSIGNEE:

Walmart Inc.

By: _____

Name:

Title

By: Gordon Y. Allison

Name: Gordon Y. Allison

Title: Senior Vice President
and Assistant Secretary

TRADEMARK

REEL: 006693 FRAME: 0968

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly by executed effective as of the date and time first written above.

ASSIGNOR:

Jet.com, Inc.

ASSIGNEE:


Walmart Inc.

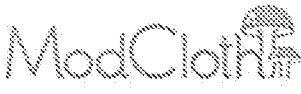

By: Hannah Kary
Name: Hannah Kary
Title: Assistant Secretary

By: _____
Name: _____
Title: _____

SCHEDULE A

| Name | Country | Application Number | Registration Number | International Class Number |
|--------------|----------------|--------------------|---------------------|----------------------------|
| MODCLOTH | Australia | 1189192 | 1189192 | 35, 45 |
| MODCLOTH | Canada | 1657841 | TMA929019 | |
| MODCLOTH | China | 18002179 | 18002179 | 35 |
| MODCLOTH | China | 18002178 | 18002178 | 25 |
| MODCLOTH | European Union | 14552335 | 14552335 | 25 |
| MODCLOTH | European Union | 1189192 | 1189192 | 35, 45 |
| MODCLOTH | Hong Kong | 303533562 | 303533562 | 25, 35 |
| BE THE BUYER | WIPO | 1156979 | 1156979 | 35 |
| MODCLOTH | WIPO | 1189192 | 1189192 | 35, 45 |
| MODCLOTH | Japan | 1189192 | 1189192 | 35, 45 |
| BE THE BUYER | United Kingdom | 1156979 | 1156979 | 35 |

| | | | | |
|---|--------------------------|----------|---------|--------|
| 349 | United States of America | 85894091 | 5091417 | 24 |
| AUFOND | United States of America | 85793877 | 4625495 | 25 |
| BE THE BUYER | United States of America | 77839786 | 3787417 | 35 |
| BE THE STYLIST | United States of America | 85711166 | 4404597 | 35, 45 |
| BEA & DOT BY MODCLOTH | United States of America | 85981100 | 4503304 | 25 |
| BREAKFAST FOR DINNER | United States of America | 85804438 | 5195823 | 25 |
| FERVOUR | United States of America | 85643491 | 4506143 | 25 |
| GRAHAM STREET SHOE CO | United States of America | 85774657 | 4445016 | 25 |
| HIGH DIVE | United States of America | 86178690 | 4724982 | 25 |
|  | United States of America | 77707525 | 3766378 | 35 |
| MODCLOTH | United States of America | 86630419 | 5686424 | 25 |
| ModCloth | United States of America | 77668897 | 3760045 | 35 |

| | | | | |
|---|--------------------------|----------|---------|--------|
| ModCloth | United States of America | 86074468 | 4525601 | 41, 45 |
|  | United States of America | 77707645 | 3766379 | 35 |
| MODSTYLISTS | United States of America | 85635019 | 4272302 | 45 |
| MYRTLEWOOD | United States of America | 85804434 | 4408596 | 25 |
|  | United States of America | 86087316 | 4525865 | 35 |