

900515659 09/18/2019

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM541394

<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>
Galaxy Brands, LLC		08/26/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Walmart, Inc. <i>Walmart Inc.</i>		
<b>Street Address:</b>	702 SW 8th Street		
<b>City:</b>	Bentonville		
<b>State/Country:</b>	ARKANSAS		
<b>Postal Code:</b>	72716 <i>Corporation</i>		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	86976004	SWISS TECH	
Serial Number:	86978793	SWISS TECH	
Serial Number:	86833721		
<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>	ustm@walmartlegal.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 72716-0215		
<b>NAME OF SUBMITTER:</b>	Danica Acosta		
<b>SIGNATURE:</b>	/Danica Acosta/		
<b>DATE SIGNED:</b>	09/18/2019		
<b>Total Attachments: 5</b>			
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CH \$90.00 86976004



Trademark Assignment Agreement

**TRADEMARK ASSIGNMENT AGREEMENT**  
(Walmart Assignee)

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement") is made this 06<sup>th</sup> day of AUGUST, 2019 (the "Effective Date") between Galaxy Brands LLC, a Delaware limited liability company, with an office at 1407 Broadway 38th Floor, New York, NY 10018 ("Assignor"), and Walmart, Inc., a Delaware corporation, with an office at 702 S.W. 8<sup>th</sup> Street, Bentonville, AR 72716 ("Assignee"). Assignee and Assignor are hereinafter collectively referred to as the "Parties," and each may be individually referred to as a "Party."

**RECITALS**

**WHEREAS**, Assignor owns all right, title, and interest in and to the trademark **SWISS TECH** and the flag design mark displayed in Schedule A, in class 25 in the U.S. including all common law trademark rights and goodwill inherent in the Marks (individually, a "Mark," and collectively, the "Marks");

**WHEREAS**, Assignor owns all right, title, and interest in and to the trademark registrations and applications for the Marks identified in Schedule B in class 25 in the U.S.

**WHEREAS**, Assignee desires to acquire, and Assignor desires to assign to Assignee, Assignor's entire right, title, and interest in and to the Marks in class 25 in the U.S. and the registrations and applications for such marks, together with all accompanying goodwill associated with such Marks;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants exchanged herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

**1. Assignment.**

a. Assignment. Assignor hereby assigns to Assignee all right, title, and interest in and to the Marks, together with all accompanying goodwill in the Marks, in each case, in class 25 in the U.S. Further, Assignor hereby assigns to Assignee all right, title, and interest in and to the registrations identified in Schedule B, as well as any pending applications identified in Schedule B which claim a "use in commerce" filing basis under § 1(a) of the Lanham Act as of the Effective Date (collectively, the "Assignment").

b. Assistance. Assignor agrees to give, execute and/or deliver any document, notice, agreement, or other evidence as may be reasonably necessary to evidence or effect the Assignment as of the Effective Date. Upon reasonable request on or after the Effective Date by Assignee, Assignor will promptly execute and/or deliver any such further document, notice,

agreement, or other evidence necessary to evidence or effect the Assignment, or to perfect, record, or maintain the title of Assignee, and Assignee's successors and assigns, in and to the Marks, including without limitation, any documents required by the United States Patent and Trademark Office to evidence or effect the Assignment.

**2. Warranties, Quality Assurances, and Marking.**

a. Warranties. Each Party warrants and represents to the other Party that, as of the Effective Date, (i) it has the full right and power to enter into this Agreement; (ii) there are no outstanding agreements, assignments, or encumbrances inconsistent with the provisions of this Agreement; and (iii) its execution of this Agreement has been duly authorized by all necessary corporate action of such Party.

b. By Assignor. Assignor hereby warrants and represents to Assignee that, as of the Effective Date, it holds all right, title, and interest in and to the Marks consistent with the rights assigned to Assignee pursuant to this Agreement.

**3. Limitation of Liability.** IN NO EVENT SHALL ASSIGNEE BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR THE LIKE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER SUCH ASSIGNEE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**4. General Provisions.**

a. Choice of Law and Venue. The Parties agree that this Agreement shall be governed by the substantive laws of the State of Arkansas, without regard to any laws or regulations that may direct the application of the law of any other jurisdiction. Any controversy, claim, or dispute between the Parties arising out of or relating to this Agreement or any breach thereof shall be brought in state or federal courts located within the State of Arkansas.

b. Headings. The headings used in this Agreement have been inserted for convenience only and shall not affect or be deemed to control its construction or interpretation.

c. Independent Parties. Nothing contained in this Agreement shall be construed to place the Parties in the relationship of legal representatives, partners, joint ventures, agents, or fiduciaries, and no Party shall take any action or incur any debts, obligations, or liabilities in the name of the other.

d. Waiver. No provisions of this Agreement will be waived by either Party except in writing. The Parties agree that the waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same Party or of any subsequent breach of any other provision or condition of this Agreement.

e. Severability. If any provision contained in this Agreement is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.

f. Publicity. Except as otherwise set forth in this Agreement, neither Party may make any public disclosure or announcement of the existence of this Agreement, its terms, or the relationship with the other Party without the prior written consent of the other Party.

g. Counterparts. This Agreement may be executed in counterparts or duplicate originals, and facsimile, electronic, and digital copies of this Agreement, including properly executed PDF versions of this Agreement, shall be regarded as an original instrument by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the Effective Date.

GALAXY BRANDS LLC

Walmart ~~WAL-MART STORES, INC.~~

By: [Signature]

By: [Signature]

Name: Karen Murray

Name: Amy Beaman

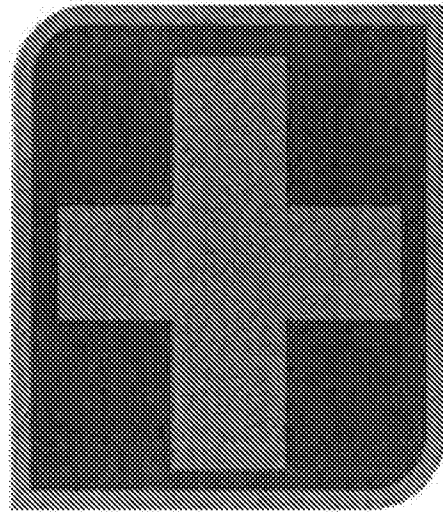
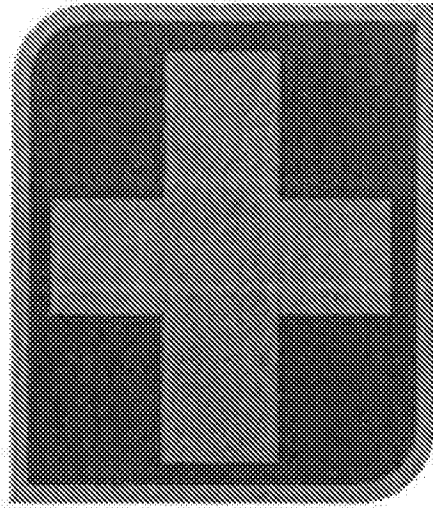
Title: CEO Sequential

Title: EVG MERCHANDISING

[Signature]

SCHEDULE A- Trademark Assignment Agreement

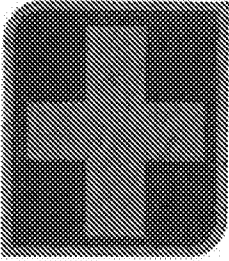
The Flag Design Mark



A handwritten signature or mark, possibly a stylized 'L' or a similar character, located in the bottom right corner of the page.

SCHEDULE B- Trademark Assignment Agreement

Registrations and Applications for the Marks

Mark	Ser. No.	Filed	Reg. No.	Registered	Class
SWISSTECH (stylized)  <b>SWISSTECH</b>	86976004	Oct. 8, 2014	n/a	n/a	25
SWISSTECH (stylized)  <b>SWISSTECH</b>	86978793	Oct. 8, 2014	4970648	May 31, 2016	25
Cross [Flag] Design  	86833721	Nov. 30, 2015	n/a	n/a	25

