

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM544424

<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>
Rohay Marks LLC		10/08/2019	Limited Liability Company: TEXAS
<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>Registration Number:</b>	4419720	EVER-START	
<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>	Holly M. Lar		
<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		
<b>SIGNATURE:</b>	/HollyMLar/		
<b>DATE SIGNED:</b>	10/09/2019		
<b>Total Attachments: 2</b>			
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source=image10-08-2019-144130#page2.tif			

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## TRADEMARK PURCHASE AGREEMENT AND ASSIGNMENT

This Trademark Purchase and Assignment Agreement (the "Agreement") is made as of October 8, 2019 ("Effective Date"), between Rohay Marks LLC, a Texas limited liability company ("Assignor"), and Walmart Apollo, LLC, a Delaware limited liability company ("Assignee").

### RECITALS

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the United States trademark registration and application for EVER-START (Application Number: 85-730,974, date: 9/17/2012; Registration Number: 4,419,720, date: 10/15/2013), including any common law trademark rights therefor (the "trademark"); and

WHEREAS, Assignee wishes to acquire the Assignor's rights in the trademark listed in this agreement. Assignor and Assignee have agreed that Assignee will pay [REDACTED], and in exchange, Assignor agrees to assign Assignee all of Assignor's right, title and interest in and to the trademark, together with the goodwill associated therewith.

NOW, THEREFORE, for [REDACTED] paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, Assignor's entire right, title and interest in and to the trademark, together with the goodwill of the business relating to the products and services on which the trademark is used and for which it is registered, for the United States and for all foreign countries, including any renewals or extensions thereof that are or may be secured under the laws of the United States or foreign countries now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this Agreement or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives,

Assignor represents that it has not received written notice and has no actual knowledge of any claims or litigation pending or threatened related to the trademark that might adversely affect Assignor's ability to sell, assign or transfer Assignor's interest in the trademark to Assignee.

Assignor hereby agrees to give, execute and/or deliver any document, notice, agreement or other evidence of assignment as may be reasonably necessary to evidence or effectuate the foregoing as of the Effective Date. Upon reasonable request on or after the Effective Date by Assignee, its successors or assigns, Assignor will promptly execute and/or deliver any such further documents necessary to register and perfect the interest of Assignee in and to the trademark.

This Assignment is deemed to be executed and delivered within the State of Delaware, and it is the intention of the parties that it shall be construed, interpreted and applied in concordance with the laws of the State of Delaware without regard to its conflicts of law principles.

IN WITNESS WHEREOF, Assignor has duly executed this Agreement on this 8<sup>th</sup> day of October, 2019.

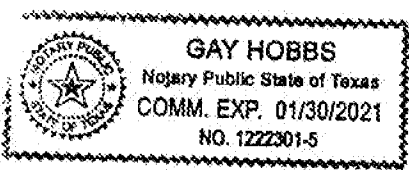
ROHAY MARKS LLC

By: [Signature]  
Name: Eric Findlay  
Title: Member/Manager

STATE OF TEXAS       §  
                                  §  
                                  §  
COUNTY OF SMITH   §

On October 8, 2019 before me, Gay Hobbs, Notary Public in and for said State, personally appeared Eric Findlay, proved to me on the basis of satisfactory evidence to be the person 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.

Gay Hobbs  
SIGNATURE OF NOTARY PUBLIC



WALMART APOLLO, LLC

By: [Signature]  
Name:  
Title:

STATE OF Arkansas   §  
                                  §  
                                  §  
COUNTY OF Benton   §

On Oct 8, 2019 before me, Angela Dykelchik, Notary Public in and for said State, personally appeared Craig Sharkey, proved to me on the basis of satisfactory evidence to be the person 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.

Angela Dykelchik  
SIGNATURE OF NOTARY PUBLIC

