

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM574696

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Assignment of the Entire Interest and the Goodwill		
<b>RESUBMIT DOCUMENT ID:</b>	900543247		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WAL-MART INC.		02/28/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WALMART APOLLO, LLC		
<b>Street Address:</b>	702 SW 8th Street		
<b>Internal Address:</b>	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: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77433981	ART.COM	
<b>Serial Number:</b>	75879692	ART.COM	
<b>Serial Number:</b>	86367977	ART. COM	
<b>Serial Number:</b>	86367880	ART. COM	
<b>Serial Number:</b>	86480920	SWITCHART	
<b>Serial Number:</b>	86480975	SWITCHART	
<b>Serial Number:</b>	85641542	WE ARE ART	
<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, dsdocketuswmt@dinsmore.com, shanti.peruman@walmartlegal.com		
<b>Correspondent Name:</b>	Walmart Apollo, LLC		
<b>Address Line 1:</b>	702 SW 8th Street		
<b>Address Line 2:</b>	MS 0215		
<b>Address Line 4:</b>	Bentonville, ARKANSAS 72716		
<b>ATTORNEY DOCKET NUMBER:</b>	81375913		

<b>NAME OF SUBMITTER:</b>	Holly M. Lar-Atty of Rec, AR Bar 2011204
<b>SIGNATURE:</b>	/Holly M. Lar/
<b>DATE SIGNED:</b>	05/04/2020
<b>Total Attachments: 8</b> source=Assignment Recordal Cover Sheet 04-02-20#page1.tif source=Assignment Recordal Cover Sheet 04-02-20#page2.tif source=Assignment Walmart Inc. - Walmart Apollo, LLC#page1.tif source=Assignment Walmart Inc. - Walmart Apollo, LLC#page2.tif source=Assignment Walmart Inc. - Walmart Apollo, LLC#page3.tif source=Assignment Walmart Inc. - Walmart Apollo, LLC#page4.tif source=Schedule - Walmart Inc. US Trademark Assignment (Art.com)#page1.tif source=Schedule - Walmart Inc. US Trademark Assignment (Art.com)#page2.tif	

## Trademark Assignment

THIS TRADEMARK ASSIGNMENT ("Assignment") is effective the 15th day of February, 2019 ("Effective Date"), and is by and between WALMART INC., a corporation organized under the laws of Delaware with a principal place of business at 702 SW 8<sup>th</sup> Street, Bentonville, Arkansas 72716 (the "Assignor") and WALMART APOLLO, LLC, a limited liability company organized under the laws of Delaware with a principal place of business at 702 SW 8<sup>th</sup> Street, Bentonville, Arkansas 72716 (the "Assignee").

WHEREAS, the Assignor is the owner and proprietor of all right, title and interest in and to the trademarks listed in Schedule A attached hereto (the "Trademarks");

WHEREAS, the Assignor and Assignee executed that certain Intercompany Agreement between Assignor and Assignee (the "Intercompany Agreement"), which assigned to Assignee the intellectual property assets that are related to Assignor's business, including the Trademarks identified on Schedule A;

WHEREAS, the Intercompany Agreement and this Assignment include the assignment from Assignor to Assignee of all goodwill and reputation associated with the Trademarks identified on Schedule A;

WHEREAS, the Intercompany Agreement and this Assignment also include the right granted to Assignee to record this Assignment with the intellectual property offices responsible for registering the Trademarks identified in Schedule A, to fully effectuate the assignment of the Trademarks from Assignor to Assignee;

WHEREAS, the Intercompany Agreement and this Assignment also include the rights granted to Assignee to, with Assignor, take any action necessary, reasonable or appropriate to protect and defend the Trademarks, and if necessary, pursue any infringements of the Trademarks; and

WHEREAS, pursuant to the terms of the Intercompany Agreement and this Assignment, the Assignor has agreed to assign the Trademarks to the Assignee, and the Assignee hereby accepts said assignment;

NOW THEREFORE, for 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. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby accepts, the assignment and ownership of the full right and title to and in the Trademarks, together with the

goodwill of the business concerned in the goods and services for which the Trademarks are used, registered and/or identified in any pending applications assigned herewith.

2. **Further Actions.** Assignor and Assignee each agree to take any further steps necessary and appropriate to confirm and fully effectuate the assignment of the Trademarks from Assignor to Assignee.

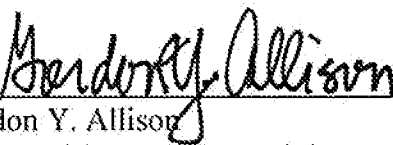
3. **Right to Record.** Assignee and Assignor each agree that this Assignment may be recorded with the appropriate intellectual property office and/or governmental entities or agencies as may be necessary and appropriate to fully effectuate Assignor's assignment of the Trademarks to Assignee.

4. **Right to Defend and Enforce.** This Assignment includes the rights to Assignee, together with Assignor, as may be necessary and/or appropriate, to take any and all actions necessary to defend, protect and enforce Assignee's rights and ownership in and to the Trademarks.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed in duplicate counterparts as of the day and year first written above.

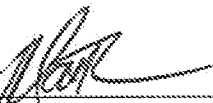
ASSIGNOR:

WALMART INC.

By:   
Gordon Y. Allison  
Vice President and General Counsel, Corporate

ASSIGNEE:

WALMART APOLLO, LLC

By:   
Matthew Allen  
Vice President and Assistant  
Treasurer

STATE OF ARKANSAS

COUNTY OF BENTON SS.

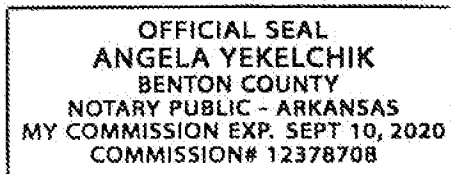
On February 28, 2020, before me, personally appeared Gordon Y. Allison, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arkansas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Angela Yekelchik (Seal)

12275399v6



STATE OF ARKANSAS

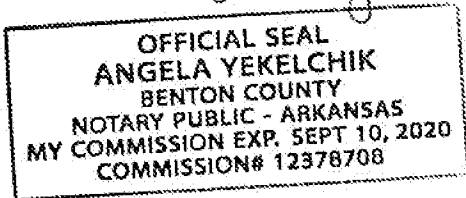
COUNTY OF BENTON SS.

On MARCH 3, 2020, before me, personally appeared Matthew Allen, who proved to me on the basis of satisfactory evidence to be the person(s) 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.

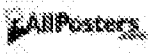



I certify under PENALTY OF PERJURY under the laws of the State of Arkansas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Angela Yekelchik (Seal)



**Schedule A**

<u>Mark Name</u>	<u>Mark Image</u> (If Applicable)	<u>Serial</u> <u>Number</u>	<u>Registration</u> <u>Number</u>	<u>International</u> <u>Classes</u>
ALLPOSTERS		77435490	3611284	35,40
ALLPOSTERS.COM		76159269	2651217	35
ART.COM		77433981	3601346	35,40
ART.COM		75879692	2586749	40
ART.COM		86367977	5163766	35
ART.COM		86367880	4767466	40
SWITCHART		86480920	4875771	16
SWITCHART		86480975	4785778	20
WE ARE ART		85641542	4325873	35