

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM579382

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZP Group, Inc.		04/08/2020	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Walmart Inc.		
Street Address:	702 SW 8th Street, MS 0215		
City:	Bentonville		
State/Country:	ARKANSAS		
Postal Code:	72716		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86643992	ZP GROUP	
Serial Number:	86026062	ZP CHALLENGE	
Serial Number:	88434692	ZP BETTER CHOICES	
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, dsdocketuswmt@dinsmore.com, shanti.peruman@walmartlegal.com		
Correspondent Name:	Walmart Apollo, LLC		
Address Line 1:	702 SW 8th Street, MS 0215		
Address Line 4:	Bentonville, ARKANSAS 72716		
NAME OF SUBMITTER:	Holly M. Lar, Attorney of Record, AR Bar		
SIGNATURE:	/Holly M. Lar/		
DATE SIGNED:	06/02/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this “Assignment”) is made effective as of 8th day of April 2020 (the “Effective Date”) between **ZP GROUP, INC.**, a Washington corporation (“Assignor”), and **WALMART INC.**, a Delaware corporation (“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 and associated with the Assigned Trademarks;

(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 represents, warrants, and covenants that:

(a) Assignor has the full power and authority to make the assignments of Trademark Rights to Assignee as set forth in this Assignment; and

(b) Assignor has not assigned, granted, or otherwise transferred any right, title, or interest in or to any Trademark Right to any person or entity other than Assignee.

3. 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.

4. 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, 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.

5. This Assignment, the rights and obligations of the parties under this Assignment, and any claim or controversy directly or indirectly based upon, arising out of or related to, this Assignment or the transactions contemplated by this Assignment (whether based upon contract, tort or any other theory), including all matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any conflict of laws provisions that would require the application of the law of any other jurisdiction.

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

7. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment. The words “include”, “including”, and variations thereof will be deemed to be followed by the words “without limitation”. The use of “or” will not be deemed to be exclusive. This Assignment may be executed in counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

[Signature page follows]

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

ZP GROUP, INC.

a Washington corporation

By: _____

Name: Jamie Brunner

Title: President

WALMART INC.

a Delaware corporation

By: _____

Name: _____

Title: _____

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

ZP GROUP, INC.

a Washington corporation

By: _____

Name: Jamie Brunner

Title: President

WALMART INC.

a Delaware corporation

By: _____ *Michael Guptan*

Name: _____ Michael Guptan

Title: _____ Vice President, Corporate Development

SCHEDULE A

Trademark Registrations and Applications

Word Mark	Serial No.	Registration No.	Registration Date	Status
ZP GROUP	86643992	4949522	May 3, 2016	Renewal window opens 5/3/2021
ZP CHALLENGE	86026062	4513812	April 15, 2014	Renewal window opens 4/17/2023
ZP BETTER CHOICES	88434692	N/A	N/A	Notice of allowance issued; proof of use filed March 13, 2020