

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM587730

<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>
Walmart Inc.		02/15/2019	Corporation: DELAWARE
<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: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86978793	SWISS TECH	
<b>Serial Number:</b>	86976004	SWISS TECH	
<b>Serial Number:</b>	86833721		
<b>Serial Number:</b>	87368582	POLYMORPH	
<b>Serial Number:</b>	86026062	ZP CHALLENGE	
<b>Serial Number:</b>	86643992	ZP GROUP	
<b>Serial Number:</b>	88434692	ZP BETTER CHOICES	
<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>	shanti.peruman@walmartlegal.com, ustm@walmartlegal.com, dsdoCKETUSWMT@dinsmore.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		
<b>NAME OF SUBMITTER:</b>	Holly M. Lar, Attorney of Record, AR Bar		
<b>SIGNATURE:</b>	/Holly M. Lar/		
<b>DATE SIGNED:</b>	07/21/2020		

CH \$190.00 86978793

**Total Attachments: 4**

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## 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 Allison



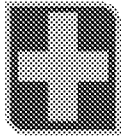
Name: Gordon Allison  
Title: Senior Vice President

**ASSIGNEE:**  
WALMART APOLLO, LLC

By: Matthew Allen

Name: Matthew Allen  
Title: Director

**SCHEDULE A**

<b>Mark Name</b>	<b>Mark Image</b>	<b>International Classes</b>	<b>Serial Number</b>
SWISSTECH (Stylized)		25	86978793
SWISSTECH (Stylized)		25	86976004
Miscellaneous (SWISSTECH) Design (Color)		25	86833721
POLYMORPH		35,42	87368582
ZP CHALLENGE		16, 41	86026062
ZP GROUP		35, 41	86643992
ZP BETTER CHOICES		9, 41	88434692