

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605787

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Walmart Inc.		10/09/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Project Sage Acquisition, LLC		
Street Address:	One Constitution Road, Suite 200		
City:	Charlestown		
State/Country:	MASSACHUSETTS		
Postal Code:	02129		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2871916	SHOEBUY	
Registration Number:	5069373	SHOEBUY	
Registration Number:	2518099	SHOEBUY.COM	
Serial Number:	87607416	YOU'LL NEED SHOES FOR THAT	
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>			
Phone:	3108490336		
Email:	jason@cypressllp.com		
Correspondent Name:	Jason Zedeck		
Address Line 1:	11111 Santa Monica Blvd., Suite 500		
Address Line 4:	LOS ANGELES, CALIFORNIA 90025		
ATTORNEY DOCKET NUMBER:	Project Sage - Assignment		
NAME OF SUBMITTER:	Jason Zedeck		
SIGNATURE:	/jasonzedeck/		
DATE SIGNED:	10/28/2020		
Total Attachments: 6			
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of October 9, 2020, is entered into by and among Walmart Inc., a Delaware corporation, Walmart Apollo, LLC, a Delaware Limited Liability Company (collectively, "Assignors"), and Project Sage Acquisition, LLC ("Assignee"). Except as otherwise defined herein, capitalized terms used in this Assignment shall have the meanings ascribed to them in the Stock Purchase Agreement dated as of August 26, 2020 by and between Assignee and Walmart Inc. (the "Purchase Agreement").

WHEREAS each Assignor is the owner of all right, title, interest, and goodwill in and to the trademarks, trademark registrations and applications listed in the attached Schedule A (the "Trademarks"); and

WHEREAS, Assignors have agreed to assign, sell and transfer their entire right, title and interest in and to the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Each Assignor does hereby assign, sell and transfer to Assignee all of their respective right, title and interest in and to the Trademarks to the extent transferable. Assignor does further consent to the recordation of this Assignment with any governmental agency.

Each Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other national, federal, and state government officials to record and register this Assignment upon request by Assignee. Each Assignor agrees to (a) execute all oaths, assignments, applications, and other papers and documents necessary to fully secure to Assignee the right, title and interest conveyed herein and to perfect such right, title, and interest in and to Assignee, if possible, its successors, assigns, and legal representatives and (b) take such other reasonable actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Trademarks in a form acceptable for recordation in the United States Patent and Trademark Office or any applicable foreign equivalent.

This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or electronic (PDF) counterpart signatures shall be acceptable and binding.

This Assignment is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Purchase Agreement. This Assignment shall not replace, substitute, expand or extinguish any obligation or provision of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall control.

Assignee acknowledges and agrees that, notwithstanding anything to the contrary contained herein or in the Purchase Agreement, Assignors make no representations and warranties with respect to the following trademarks set forth in attached Schedule A: (i) "Shoes.com and Design" filed in Japan (Application Number 2002-000456); (ii) "Shoes.com (Stylized) (Color)" filed in the United States (Application Number 88840413); and (iii) "You'll Need Shoes For That" filed in the United States (Application Number 87607416). Without limiting the generality of the foregoing, Assignee acknowledges and agrees that Assignee is acquiring these assigned trademarks on an "as is" basis with all faults.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNORS:
WALMART INC.

ASSIGNEE:
PROJECT SAGE ACQUISITION, LLC

Michael Guptan
By: _____
Name: Michael Guptan
Its: Vice President, Corporate Development

By: _____
Name: _____
Its: _____

WALMART APOLLO, LLC

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNORS:
WALMART INC.

ASSIGNEE:
PROJECT SAGE ACQUISITION, LLC

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

WALMART APOLLO, LLC

Danica Acosta

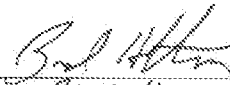
By: _____
Name: Danica Acosta
Its: Assistant Secretary

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNORS:
WALMART INC.

ASSIGNEE:
PROJECT SAGE ACQUISITION, LLC

By: _____
Name: _____
Its: _____

By:  _____
Name: BRAD NALTMAN
Its: MONACO

WALMART APOLLO, LLC

By: _____
Name: _____
Its: _____


SCHEDULE A

MARKS

Walmart Inc.

Mark Name	Mark Image	Country	Status	International Classes	Application / Registration Number
SHOES.COM (Stylized)		Canada	Registered		TMA770346
SHOEBUY		United States of America	Registered	35	2871916
SHOEBUY and Design		United States of America	Registered	35	5069373
SHOEBUY.COM		United States of America	Registered	35	2518099
YOU'LL NEED SHOES FOR THAT		United States of America	Allowed	35	87607416
SHOES.COM and Design		Japan	Registered	25	4677086

Walmart Apollo, LLC

Mark Name	Mark Image	Country	Status	International Classes	Application / Registration Number
SHOES.COM (Stylized) (Color)		United States of America	Pending	35	88840413