

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM609846

<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>
Hayneedle, Inc.		10/08/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Walmart Apollo, LLC		
<b>Street Address:</b>	702 SW 8th Street		
<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: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4236314	THE FOUNDARY	
<b>Registration Number:</b>	3732316	HAYNEEDLE	
<b>Registration Number:</b>	4840971	FINLEY HOME	
<b>Registration Number:</b>	4573699	BELHAM LIVING	
<b>Registration Number:</b>	4465873	BOOMER & GEORGE	
<b>Registration Number:</b>	4470114	CLASSIC PLAYTIME	
<b>Registration Number:</b>	3502978	CORAL COAST	
<b>Registration Number:</b>	3706260	HAYNEEDLE	
<b>Registration Number:</b>	4465871	ISLAND BAY	
<b>Registration Number:</b>	4282632		
<b>Registration Number:</b>	3765350		
<b>Registration Number:</b>	4173035	PLUMSTRUCK	
<b>Registration Number:</b>	4474453	RED EMBER	
<b>Registration Number:</b>	6048287		
<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>	natalia.radic@dinsmore.com		

OP \$365.00 4236314

**Correspondent Name:** Walmart Inc.  
**Address Line 1:** 702 SW 8th Street  
**Address Line 4:** Bentonville, ARKANSAS 72716

**NAME OF SUBMITTER:** Sean T. Price

**SIGNATURE:** /Sean T. Price/

**DATE SIGNED:** 11/19/2020

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made effective as of the 8th day of October 2020 (the "Effective Date") between **HAYNEEDLE, INC.**, a Delaware corporation with an address of 9394 West Dodge Road Ste. 300, Omaha, NE 68114 ("Assignor"), and **WALMART APOLLO, LLC**, a Delaware Corporation with an address of 702 Southwest 8<sup>th</sup> Street, Bentonville, Arkansas 72716 ("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 the Assigned Trademarks and the goodwill of the business in connection with which the Assigned Trademarks are used;

(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 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.

3. 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 and at the sole expense of Assignee, 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 Agreement. 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.

4. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to the principles of conflicts of laws).

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

6. As used in this Assignment, the words “include” and “including” and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation.” Where the context so permits, the word “or” means “and/or.”

7. This Assignment may be executed in two or more counterparts, each of which shall constitute an original and all of which, which taken together, shall constitute one agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or by electronic delivery in .pdf format shall be sufficient to bind the parties to the terms and condition of this Assignment.

*[Signatures follow]*

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

**HAYNEEDLE, INC.**

By:           *Jamie Chung*          

Name:           Jamie Chung          

Title:           Senior Vice President and Secretary          

**WALMART APOLLO, LLC**




By:           *Matthew Allen*          




Name:           Matthew Allen          

Title:           Vice President and Assistant Treasurer

## SCHEDULE A

Mark Name	Mark Image	Country	Classes	Application / Registration Number
HAYNEEDLE and Design II (Color)		Argentina	35	3847385
HAYNEEDLE		Argentina	35	3847384
THE FOUNDARY		Australia (WIPO)	35	1068359
THE FOUNDARY		Austria (WIPO)	35	1068359
HAYNEEDLE		Canada	35	TMA806446
HAYNEEDLE and Design (Color)		Canada	35	TMA806447
THE FOUNDARY		Canada	35	TMA869458
HAYNEEDLE		China	35	8302383
BELHAM LIVING		China	20	17036976
CORAL COAST		China	20	17036977
HAYNEEDLE (Chinese Characters)	亨纳德	China	35	8302382
THE FOUNDARY		Germany (Federal Republic of) (WIPO)	35	1068359
HAYNEEDLE and Design (Black and White)		India	35	3852099
HAYNEEDLE		India	35	3852098
HAYNEEDLE		International (WIPO)	35	967315
HAYNEEDLE and Design (Color)		International (WIPO)	35	989679
THE FOUNDARY		International (WIPO)	35	1068359

THE FOUNDARY		Ireland (Republic of) (WIPO)	35	1068359
THE FOUNDARY		Italy (WIPO)	35	1068359
HAYNEEDLE		Mexico	35	1067170
HAYNEEDLE and Design (Black and White)	hayneedle 	Mexico	35	2024884
THE FOUNDARY		Singapore (WIPO)	35	1068359
THE FOUNDARY		Spain (WIPO)	35	1068359
THE FOUNDARY		Sweden (WIPO)	35	1068359
THE FOUNDARY		Switzerland (WIPO)	35	1068359
THE FOUNDARY		United Kingdom (WIPO)	35	1068359
HAYNEEDLE and Design (Color)	hayneedle 	United Kingdom (WIPO)	35	989679
HAYNEEDLE		United Kingdom (WIPO)	35	967315
THE FOUNDARY		United States of America	35	4236314
THE FOUNDARY		United States of America	35	3940847
HAYNEEDLE and Design (Color)	hayneedle 	United States of America	35	3732316
FINLEY HOME		United States of America	20	4840971
BELHAM LIVING		United States of America	20	4573699
BOOMER & GEORGE		United States of America	19,20,21	4465873
CLASSIC PLAYTIME		United States of America	16,20	4470114

CORAL COAST		United States of America	20	78555245
HAYNEEDLE		United States of America	35	3706260
ISLAND BAY		United States of America	20,22	4465871
Miscellaneous (Hayneedle) Design (Black and White)		United States of America	35	4282632
Miscellaneous (Hayneedle) Design (Color)		United States of America	35	3765350
PLUMSTRUCK		United States of America	35	4173035
RED EMBER		United States of America	11	4474453
Miscellaneous (BELHAM LIVING) Design		United States of America	20,27,28	87950864