

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM629200

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JoyRun, Inc.		12/11/2020	Corporation: DELAWARE
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: 2			
Property Type	Number	Word Mark	
Serial Number:	86733384	JOYRUN	
Serial Number:	86733382	JOYRUN	
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:	shanti.peruman@walmartlegal.com, ustm@walmartlegal.com, dsdocketuswmt@dinsmore.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:	03/02/2021		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of December 11, 2020, is entered into by and between JoyRun, Inc., a Delaware corporation ("Assignor"), and Walmart Inc., a Delaware corporation ("Assignee"). Except as otherwise defined herein, capitalized terms used in this Assignment shall have the meanings ascribed to them in the Asset Purchase Agreement dated as of November 19, 2020 by and between Assignee and Assignor (the "Purchase Agreement").

WHEREAS 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, in connection with the Purchase Agreement, Assignor has agreed to assign, sell and transfer its 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:

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

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. 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, its successors, assigns, and legal representatives and (b) take such further 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.

In the event that Assignor is unable or unwilling to fully perform its obligations under this Assignment, to the extent necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives, Assignor hereby irrevocably designates and appoints Assignee or its assigns and their duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and in Assignor's behalf and instead of Assignor, to execute and file any registration, application or other document and to do all other lawfully permitted acts in connection with the Trademarks and related rights assigned to Assignee hereunder.

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.

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

ASSIGNOR:

JOYRUN, INC.

ASSIGNEE:

WALMART INC.

By: Manish Rath
Name: Manish Rath
Its: CEO

By: _____
Name: _____
Its: _____

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

ASSIGNOR:

JOYRUN, INC.

ASSIGNEE:

WALMART INC.

By: _____
Name: _____
Its: _____

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

SCHEDULE A

MARKS

Trademark	Jurisdiction	Serial Number	Date of Registration	Renewal Deadline
JOYRUN	United States	86733384	April 30, 2019	April 30, 2025
JOYRUN	United States	86733382	April 5, 2016	April 5, 2022