

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631282

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.		12/11/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Walmart Apollo, LLC		
Street Address:	702 SW 8th Street, MS 0215		
City:	Bentonville		
State/Country:	ARKANSAS		
Postal Code:	72716		
Entity Type:	Limited Liability Company: 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:	03/09/2021		
Total Attachments: 3			
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source=Executed JoyRun Assignment from Walmart Inc. to Walmart Apollo - 12.11.2020#page2.tif			
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Trademark Assignment

THIS TRADEMARK ASSIGNMENT (“Assignment”) is effective December 11, 2020 (“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 8th 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 8th 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: Jeffrey Santoro

Name: Jeffrey Santoro

Title: VP & Asst. Controller, Walmart Inc.

ASSIGNEE:
WALMART APOLLO, LLC

By: Danica Acosta

Name: Danica Acosta

Title: Assistant Secretary

SCHEDULE A

Mark Name	International Classes	Serial Number
JOYRUN	42	86733384
JOYRUN	9	86733382