

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684552

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jet.com, Inc.		01/29/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Walmart Apollo, LLC		
Street Address:	702 SW 8TH STREET		
City:	Bentonville		
State/Country:	ARKANSAS		
Postal Code:	72716		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87117221	JET	
Serial Number:	87117225	JET	
Serial Number:	88322815	JET	
Serial Number:	88322819	JET	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	617-880-1877		
Email:	ipprosecution@orrick.com		
Correspondent Name:	Robert M. O'Connell Jr.		
Address Line 1:	Orrick, Herrington & Sutcliffe LLP		
Address Line 2:	2050 Main Street, Suite 1100		
Address Line 4:	Irvine, CALIFORNIA 92614-8255		
ATTORNEY DOCKET NUMBER:	18051.6005/C3Z6		
NAME OF SUBMITTER:	Robert M. O'Connell, Jr.		
SIGNATURE:	/Robert M. O'Connell, Jr./		
DATE SIGNED:	10/29/2021		
Total Attachments: 3			

CH \$115.00 87117221

source=JET Trademark Assignment#page1.tif
source=JET Trademark Assignment#page2.tif
source=JET Trademark Assignment#page3.tif

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this “Assignment”) is made effective as of the 29th day of January, 2021 (the “Effective Date”) between **Jet.com, Inc.**, a Delaware corporation having an address of 221 River Street, Hoboken, New Jersey 07030 (“Assignor”), and **WALMART APOLLO, LLC** a Delaware limited liability company having an address of 702 Southwest 8th Street, Bentonville, Arkansas 72716 (“Assignee”).

WHEREAS, Assignor is the named applicant and holds all right, title and interest in and to the U.S. trademark applications identified in Schedule A hereto (the “Assigned Trademarks”);

WHEREAS, Assignor has previously assigned other registrations for the same JET trademarks to Assignee (recorded at Reel/Frame: 7232/0456) (the “Prior Assignment”);

WHEREAS, this Assignment, together with the Prior Assignment, is intended by the Parties to complete the conveyance and transfer from Assignor to Assignee of all Assignor’s right, title and interest in and to the JET family of trademarks, together with the goodwill of the business symbolized thereby, as part of a sale of all or substantially all of the assets of Assignor as a going business;

NOW, THEREFORE, in consideration of the foregoing premises and covenants, and for other 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 trademarks, trademark applications, trademark registrations, and other trademark rights of 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 the Director of the United States Patent & Trademark Office, and any official of any U.S. state or states, or any country or countries foreign to the United States, whose duty it is to record trademark registrations, applications and title thereto, to

record the Mark and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

3. From and after the Effective Date, Assignor shall cooperate with the 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 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 Assignment 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, 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 conditions of this Assignment.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have executed this Assignment as a sealed instrument as of the date first above written.

Assignor:

Assignee:

JET.COM, INC.,

WALMART APOLLO, LLC,

By: Casey Carl

By: Danica Acosta



Name: Carl Casey

Name: Danica Acosta

Title: Director/President

Title: Assistant Secretary

SCHEDULE A

Mark	Classes	Serial Number
JET [stylized w/ design] 	3, 4, 5, 6, 7, 8, 9, 10, 11, 16, 20, 21, 31, 32	87/117,221
JET	3, 4, 5, 6, 7, 8, 9, 10, 11, 16, 20, 21, 31, 32	87/117,225
JET	9, 35, 41	88/322,815
JET [stylized w/ design] 	9, 35, 41	88/322,819