

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM798303

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|---|--|-----------------------|-----------------------|
| 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. | | 03/17/2023 | 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 | |
| Registration Number: | 5500663 | BRAHMA | |
| Registration Number: | 5197956 | BRAHMA QUALITY | |
| 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: | 2164133838 | | |
| Email: | natalia.radic@dinsmore.com | | |
| Correspondent Name: | Natalia Radic | | |
| Address Line 1: | 1001 Lakeside Avenue East | | |
| Address Line 4: | Cleveland, OHIO 44114 | | |
| NAME OF SUBMITTER: | Sean T. Price | | |
| SIGNATURE: | /Sean T. Price/ | | |
| DATE SIGNED: | 03/28/2023 | | |
| Total Attachments: 3 | | | |
| source=Execued_TM Assignment between Walmart Inc., and Walmart Apollo, LLC - BRAHMA#page1.tif | | | |
| source=Execued_TM Assignment between Walmart Inc., and Walmart Apollo, LLC - BRAHMA#page2.tif | | | |
| source=Execued_TM Assignment between Walmart Inc., and Walmart Apollo, LLC - BRAHMA#page3.tif | | | |

OP \$65.00 5500663

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is effective the 1st day of February, 2023 (“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 (“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 (“Assignee”).

WHEREAS, the Assignor is the owner of the trademarks listed on the attached Schedule A, including the registrations and applications therefor, and all goodwill associated therewith (collectively, the “Trademarks”);

WHEREAS, the Assignor and Assignee executed a certain Intercompany Agreement between the Assignor and Assignee (the “Intercompany Agreement”), which assigned to Assignee the intellectual property assets, and the goodwill and reputations associated therewith, that are related to the Assignor’s business, including the Trademarks identified on Schedule A;

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 Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment**. Assignor hereby assigns to Assignee all right, title and interest in, to, and under the Trademarks, including all registrations and applications therefor, together with the goodwill associated therewith. This assignment is made in connection with the transfer of the business to which the Trademarks pertain.
2. **Right to Defend and Enforce**. Assignor further grants to Assignee the right to recover damages and all other relief for all infringements of the Trademark that have occurred prior to the date of this Assignment with the right to sue for and collect the same, for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assignees or other legal representatives, free and clear of all liens, claims, charges, security interests, and other encumbrances.
3. **Further Actions**. Assignor will promptly do and perform, or cause to be done and performed, any further acts and things, and will execute and deliver all other agreements, certificates, instruments, and documents as Assignee may request in order to carry out the intent and accomplish the purpose of this Assignment and confirm, perfect, or record the rights transferred hereby.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR:

Walmart Inc.

By:

Dan Rice

Name: Dan Rice

Title: Vice President, Digital Governance

Date: March 17, 2023 | 12:58 PDT

ASSIGNEE:

Walmart Apollo, LLC

By:


Danica Acosta

Name: Danica Acosta

Title: Assistant Secretary

Date: March 17, 2023 | 14:02 CDT

SCHEDULE A

| Trademark | Mark Image | Country | Registration No. | International Classes |
|------------------|---|----------------|-------------------------|------------------------------|
| BRAHMA | | United States | 5500663 | 25 |
| BRAHMA QUALITY |  | United States | 5197956 | 09, 21 |