

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM423173

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Yucaipa American Alliance Fund I, LP		03/31/2017	Limited Partnership:

**RECEIVING PARTY DATA**

<b>Name:</b>	Wal-Mart Stores, Inc.
<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>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 30**

Property Type	Number	Word Mark
Serial Number:	75816899	SCOOP SHORE CLUB
Serial Number:	76033979	SCOOP IT UP
Serial Number:	76033980	SCOOP IT UP
Serial Number:	75816896	SCOOP BEACH
Serial Number:	75816895	SCOOP STREET
Serial Number:	75816898	SCOOP NYC
Serial Number:	74370761	SCOOP
Serial Number:	76393630	SCOOP
Serial Number:	76469687	SCOOP NYC
Serial Number:	76469686	SCOOP
Serial Number:	76567590	THE ULTIMATE CLOSET
Serial Number:	78346944	SCOOP VEGAS
Serial Number:	76572546	THE ULTIMATE CLOSET
Serial Number:	76571166	SCOOP
Serial Number:	76613281	SCOOP KIDS
Serial Number:	78797336	SCOOP KIDS
Serial Number:	78902836	S.C.P.
Serial Number:	78941077	S.C.P. #96
Serial Number:	77011023	S.C.P.

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77258340	SCOOP BEACH
Serial Number:	85505103	SCOOP
Serial Number:	85505074	SCOOP
Serial Number:	86339998	S C P
Serial Number:	86339753	S.C.P.
Serial Number:	86340964	SCOOP TEE
Serial Number:	86339400	SCOOP
Serial Number:	86339379	SCOOP
Serial Number:	86339494	SCOOP NYC
Serial Number:	86339319	SCOOP STARTING YOUNG
Serial Number:	86531479	S.C.P.

#### CORRESPONDENCE DATA

Fax Number: 2163485474

*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.*

Phone: 216-348-5400

Email: docketuswmt@mcdonaldhopkins.com, ustm@walmartlegal.com

Correspondent Name: McDonald Hopkins LLC

Address Line 1: 600 Superior Avenue, East

Address Line 2: Suite 2100

Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	Grant Monachino
SIGNATURE:	/Grant Monachino/
DATE SIGNED:	04/10/2017

#### Total Attachments: 5

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made this 31<sup>st</sup> day of March, 2017 by Yucaipa American Alliance Fund I, LP, a Delaware limited partnership ("Assignor"), in favor of Wal-Mart Stores, Inc., a Delaware corporation ("Assignee"):

### RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Trademark Purchase Agreement dated as of March 31, 2017 (the "Purchase Agreement"), which Agreement provides, *inter alia*, for the sale by Assignor to Assignee and the purchase by Assignee from Assignor of all of Assignor's right, title and interest in the trademarks set forth on Exhibit I hereto and all variations and derivations thereof (collectively, the "Marks").

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Incorporation of Purchase Agreement. The Purchase Agreement is hereby incorporated herein in its entirety by this reference thereto.

2. Assignment of Marks. Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee free and clear of all liens, security interests and other encumbrances, all of its entire right, title and interest in and to the Marks and (a) any renewals thereof, (b) all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all rights corresponding thereto throughout the world, and (e) the goodwill of Assignor's business connected with and symbolized by the Marks. Assignor acknowledges that the list attached hereto as Schedules A-1 and A-2 to the Purchase Agreement are not necessarily exhaustive and any Mark not included therein is to be included under this Assignment without limitation if such Mark is included in the "Assigned Trademarks" as such term is defined in the Purchase Agreement.

3. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

4. Cumulative Remedies; Effect on Agreement. All of Assignee's rights and remedies with respect to the Marks, whether established hereby or by the Purchase Agreement or any Ancillary Document (as such term is defined in the Purchase Agreement), or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Purchase Agreement but rather is intended to facilitate the assignment of the Marks to Assignee and the recordation of such assignment in the United States Patent and Trademark Office and applicable foreign bodies.

5. Binding Effect: Benefits. This Assignment shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware and the United States of America.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment has been duly executed as of the date first above written.

**ASSIGNOR**

**Yucaipa American Alliance Fund I, LP**

By: Yucaipa American Alliance Fund I, LLC,  
its general partner

By: *H. Orren*

Name: Henry E. Orren

Title: Assistant Vice President and Secretary

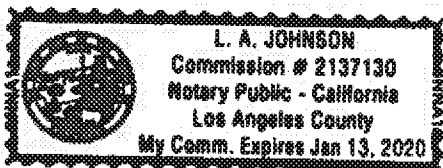
STATE OF CALIFORNIA )

) SS.

COUNTY OF LOS ANGELES )

On this 31st day of March, 2017, before me, LA Johnson, a Notary Public, personally appeared Henry E. Orren to me known to be the person described in and who executed the foregoing Trademark Assignment on behalf of Yucaipa American Alliance Fund I, LP, a Delaware limited partnership (the "Partnership"), and acknowledged that he executed the same by authorization of the general partner of the Partnership, and he acknowledged the instrument to be the free act and deed of the Partnership.

[SEAL]



*L.A. Johnson*  
Notary Public

Exhibit 1

Assigned Trademarks

Domestic Trademarks

Trademark	Country	Reg. No./Serial No.	Status
Scoop Shore Club	USA	75/816,899	Registered
Scoop It Up	USA	76/033,979	Registered
Scoop It Up	USA	76/033,980	Registered
Scoop Beach	USA	75/816,896	Registered
Scoop Street	USA	75/816,895	Registered
Scoop NYC	USA	75/816,898	Registered
Scoop	USA	74/370,761	Registered
Scoop plus Design	USA	76/393630	Registered
Scoop NYC plus Logo	USA	76/469,687	Registered
Scoop plus Design	USA	76/469,686	Registered
The Ultimate Closet plus Design	USA	76/567,590	Registered
SCOOP VEGAS	USA	78/346,944	Registered
The Ultimate Closet	USA	76/572,546	Registered
Scoop Plus Design	USA	76/571,166	Registered
SCOOP KIDS plus logo	USA	76/613,281	Registered
SCOOP KIDS plus logo	USA	78/797,336	Registered
S.C.P.	USA	78/902,836	Registered
S.C.P. #96	USA	78/941,077	Registered
S.C.P.	USA	77/011,023	Registered

Trademark	Country	Reg. No./Serial No.	Status
Scoop Beach plus Design	USA	77/258,340	Registered
SCOOP plus Design	USA	85/505,103	Registered
SCOOP plus Oval Design	USA	85/505,074	Registered
S.C.P. (Stylized)	USA	86/339,998	Registered
S.C.P. (Stylized)	USA	86/339,753	Pending
SCOOP TEE (Stylized)	USA	86/340,964	Registered
SCOOP plus Oval Design	USA	86/339,400	Registered
SCOOP plus Design	USA	86/339,379	Registered
SCOOP NYC	USA	86/339,494	Registered
SCOOP STARTING YOUNG	USA	86/339,319	Registered
S.C.P. (stylized)	USA	86/531,479	Pending