

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463063

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHOEBUY.COM, INC.		11/20/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wal-Mart Stores, Inc.		
Street Address:	702 SW 8TH STREET		
City:	BENTONVILLE		
State/Country:	ARKANSAS		
Postal Code:	72716		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2871916	SHOEBUY	
Registration Number:	5069373	SHOEBUY	
Registration Number:	3520033	SHOEBUY.COM	
Registration Number:	3527069	SHOEBUY	
Registration Number:	5143615	PORTLAND BOOT COMPANY	
Registration Number:	2518099	SHOEBUY.COM	
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:	dsdocketuswmt@Dinsmore.com		
Correspondent Name:	WAL-MART STORES, INC.		
Address Line 1:	702 SW 8TH STREET		
Address Line 4:	BENTONVILLE, ARKANSAS 72716		
NAME OF SUBMITTER:	Grant A. Monachino		
SIGNATURE:	/gam/		
DATE SIGNED:	02/22/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment"), is effective as of the 20 day of NOVEMBER, 2017 by and between **SHOEBUY.COM, INC.**, a Delaware corporation having a principal place of business at 101 Arch Street, 16th Floor, Boston, Massachusetts 02110 U.S.A. (the "Assignor") and **WAL-MART STORES, INC.**, a Delaware corporation having a principal place of business at 702 S.W. 8th Street, Bentonville, Arkansas 72716-0215 U.S.A. (the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to all of the trademarks listed on the attached Schedule A and incorporated herein by reference into this Assignment (collectively, the "Trademarks"); and

WHEREAS, Assignor desires to assign all right, title and interest in and to the Trademarks to Assignee, and Assignee desires to acquire all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

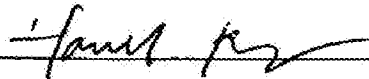
1. Assignor does hereby sell, assign, transfer and set over to Assignee, its successors, and assigns, all of Assignor's right, title and interest in and to the Trademarks together with the goodwill of the business associated with said Trademarks and registrations thereof, including any rights under common law, and the right to all remedies including damages, an accounting of profits or other proceeds and causes of action relating to past, present or future infringement or dilution of said Trademarks.
2. Assignor agrees to execute and deliver such documents, and to take such actions, as may be reasonably requested by Assignee, its successors or assigns, to give effect to this Assignment and to vest, perfect, confirm, record or otherwise reflect or give effect to Assignee's rights as set forth herein.
3. Assignor hereby requests that the head of each country's Trademark Office record Assignee as assignee of the Trademarks, for the sole use and enjoyment of Assignee, its successors, legal representatives and assigns.
4. This Assignment may be executed in counterparts or duplicate originals, all of which shall be regarded as one and the same instrument. Facsimile, electronic and digital copies of the Assignment, including properly executed PDF versions of the Assignment, shall be regarded as an original instrument by the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed on its behalf by a duly authorized representative.

Assignor:

SHOEBUY.COM, INC.

By: 

Name: Hannah Kary

Title: Assistant secretary

Date: 11/20/17

Assignee:

WAL-MART STORES, INC.

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, each party has caused this Assignment to be executed on its behalf by a duly authorized representative.

Assignor:

SHOEBUY.COM, INC.

By: _____

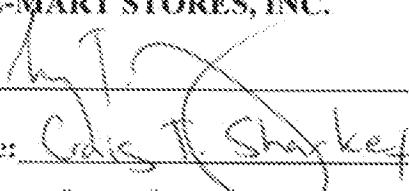
Name: _____

Title: _____

Date: _____

Assignee:

WAL-MART STORES, INC.


By:  _____

Name: Craig T. Sharkey

Title: V.P. + General Counsel

Date: Nov. 27, 2017

SCHEDULE A

COUNTRY	MARK	REG NO. APP. NO.
USA	SHOEBUY.COM	3,520,033
USA	SHOEBUY.COM	2,518,099
USA	SHOEBUY	3,527,069
USA	SHOEBUY	2,871,916
USA	COZYBOOTS	3,997,998
USA		5,069,373
USA	PORTLAND BOOT COMPANY	5,143,615