# TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Zwee, Inc.		03/19/2009	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Wal-Mart Stores, Inc.	
Street Address:	702 S.W. 8th St.	
City:	Bentonville	
State/Country:	ARKANSAS	
Postal Code:	72716	
Entity Type:	CORPORATION: DELAWARE	

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2882035	GAME TIME

## **CORRESPONDENCE DATA**

Correspondent Name:

Fax Number: (312)464-3111

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Sharon A. Ceresnie

Phone: 312/464-3100
Email: chicagopto@loeb.com

Address Line 1: 321 N. Clark Street, Suite 2300
Address Line 4: Chicago, ILLINOIS 60654

Address Line 4:	Chicago, ILLINOIS	60654	

ATTORNEY DOCKET NUMBER:	211469-00001
NAME OF SUBMITTER:	Sharon A. Ceresnie
Signature:	/sharon a ceresnie/
Date:	04/20/2009

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Total Attachments: 1

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#### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made between Zwee, Inc., a Delaware corporation, located and doing business at 4094 Majestic Lane, Suite 250, Fairfax, VA 22033 ("Zwee") and Wsl-Mart Stores, Inc., a Delaware corporation, located and doing business at 702 S.W. 8° St., Bentonville, AR 72716-0520 ("Wal-Mart") and is effective as of the date fully executed ("Effective Date").

WHEREAS, Zwee has agreed, under a settlement agreement dated the same date as this Assignment ("Settlement Agreement") to assign all of its right, tale and interest in and to the GAME TIME mark and Registration No. 2,882,035 ("Zwee's Mark") to Wal-Mart and Wal-Mart accepts such assignment;

NOW, THEREFORE, pursuant to the terms and conditions of the Settlement Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby-acknowledged, Zwee and Wal-Mart agree:

- 1. Zwee sells, assigns, immefers and sets over unto Wal-Mart, its legal representatives, successors, and assigns, the entire right, title and interest in and to Zwee's Mark, together with the whole of the goodwill of the business pertaining to Zwee's Mark, the same and the rights of Zwee to be held and enjoyed by Wal-Mart for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives; together with all claims for damages by reason of past infringement of Zwee's Mark with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives.
- Zwee authorizes and requests the Commissioner of Patents and Trademarks of the United States to record the title of Wal-Mart as owner of all right, title and interest in and to Registration No. 2,882,035.
- 3. Zwee agrees with Wal-Mart that Zwee will not execute any writing or do any act whatsoever conflicting with this present assignment or Wal-Mart's ownership of Zwee's Mark, and that Zwee will, at any time upon request, without further or additional consideration, execute such additional assignments and other writings and do such additional acts as said Wal-Mart may deem necessary or desirable to perfect Wal-Mart's enjoyment of this grant.
- This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Arkansas, without regard to its conflict of laws rules.

IN TESTIMONY WHEREOF, Zwee has caused the aforesaid trademark to be assigned by its duly authorized officer.

ZWEE, INC

Name: Brandon Ginsburg

3/10/09

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