

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM493125

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	01/31/2018		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wal-Mart Stores, Inc.		08/29/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Walmart Apollo, LLC		
<b>Street Address:</b>	702 SW 8th Street		
<b>City:</b>	Bentonville		
<b>State/Country:</b>	ARKANSAS		
<b>Postal Code:</b>	72716-0215		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86131296	HYPER TOUGH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	ustm@walmartlegal.com		
<b>Correspondent Name:</b>	Walmart Apollo, LLC		
<b>Address Line 1:</b>	702 SW 8th Street		
<b>Address Line 4:</b>	Bentonville, ARKANSAS 72716-0215		
<b>NAME OF SUBMITTER:</b>	Danica Acosta		
<b>SIGNATURE:</b>	/Danica Acosta/		
<b>DATE SIGNED:</b>	10/09/2018		
<b>Total Attachments: 5</b>			
source=image2018-10-09-095929#page1.tif			
source=image2018-10-09-095929#page2.tif			
source=image2018-10-09-095929#page3.tif			
source=image2018-10-09-095929#page4.tif			
source=image2018-10-09-095929#page5.tif			

CH \$40.00 86131296

## Trademark Assignment

THIS TRADEMARK ASSIGNMENT ("Assignment") is effective the 31st day of January, 2018 ("Effective Date"), and is by and between WAL-MART STORES, INC., a corporation organized under the laws of Delaware with a principal place of business at 702 SW 8<sup>th</sup> Street, Bentonville, Arkansas 72716 (the "Assignor") and WALMART APOLLO, LLC, a limited liability company organized under the laws of Delaware with a principal place of business at 702 SW 8<sup>th</sup> Street, Bentonville, Arkansas 72716 (the "Assignee").

WHEREAS, the Assignor is the owner and proprietor of all right, title and interest in and to the trademark listed in Schedule A attached hereto (the "Trademark");

WHEREAS, the Assignor and Assignee executed that certain Intercompany Agreement between Assignor and Assignee with an effective date of January 31, 2018 (the "Intercompany Agreement"), assigning to Assignee, the intellectual property assets related to its business, including the Trademark identified on Schedule A;

WHEREAS, the Intercompany Agreement and this Assignment include the assignment from Assignor to Assignee of all goodwill and reputation associated with the Trademark identified on Schedule A;

WHEREAS, the Intercompany Agreement and this Assignment also include the right granted to Assignee to record this Assignment with the intellectual property offices responsible for registering the Trademark identified in Schedule A, to fully effectuate the assignment of the Trademark from Assignor to Assignee;

WHEREAS, the Intercompany Agreement and this Assignment also include the rights granted to Assignee to, with Assignor, take any action necessary, reasonable or appropriate to protect and defend the Trademark, and if necessary, pursue any infringements of the Trademark; and

WHEREAS, pursuant to the terms of the Intercompany Agreement and this Assignment, the Assignor has agreed to assign the Trademark to the Assignee, and the Assignee hereby accepts said assignment;

NOW THEREFORE, for good and valuable consideration, the full receipt and full sufficiency of which is hereby acknowledged by Assignor and Assignee, the Assignor and the Assignee hereby agree as follows:

1. **Assignment.** Assignor hereby assigns to Assignee, and Assignee hereby accepts, the assignment and ownership of the full right and title to and in the Trademark, together with the

goodwill of the business concerned in the goods and services for which the Trademark is used, registered and/or identified in any pending applications assigned herewith.

2. **Further Actions.** Assignor and Assignee each agree to take any further steps necessary and appropriate to confirm and fully effectuate the assignment of the Trademark from Assignor to Assignee.

3. **Right to Record.** Assignee and Assignor each agree that this Assignment may be recorded with the appropriate intellectual property office and/or governmental entities or agencies as may be necessary and appropriate to fully effectuate Assignor's assignment of the Trademark to Assignee.

4. **Right to Defend and Enforce.** This Assignment includes the rights to Assignee, together with Assignor, as may be necessary and/or appropriate, to take any and all actions necessary to defend, protect and enforce Assignee's rights and ownership in and to the Trademark.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed in duplicate counterparts as of the day and year first written above.

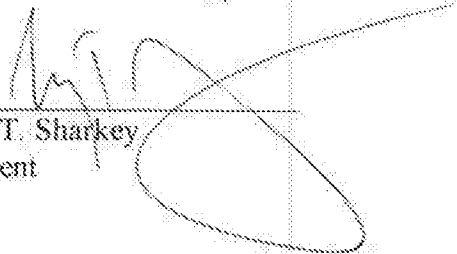
ASSIGNOR:

WAL-MART STORES, INC.


By:   
Gordon Y. Allison  
Vice President and General Counsel, Corporate

ASSIGNEE:

WALMART APOLLO, LLC

By:   
Craig T. Sharkey  
President

SCHEDULE A

Mark	Mark Image	Filed Date	Serial Number	International Class No.
HYPER TOUGH (Stylized)		Nov. 27, 2013	86131296	6, 7, 8, 9, 20, 22

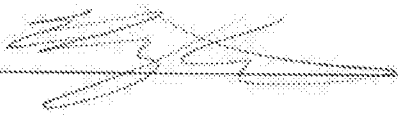
STATE OF ARKANSAS

COUNTY OF Benton SS.

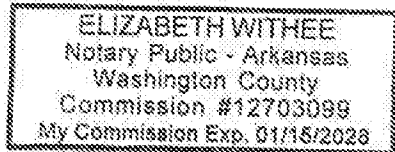
On 8/29, 2018, before me, personally appeared Gordon Y. Allison, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arkansas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

12275399v6




STATE OF ARKANSAS

COUNTY OF Benton SS.

On 7/23, 2018, before me, personally appeared Craig T. Sharkey, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arkansas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

