

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM515811

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Art.com, Inc.		02/15/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Walmart Inc.		
Street Address:	702 SW 8th Street		
City:	Bentonville		
State/Country:	ARKANSAS		
Postal Code:	72716-0215		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	87731194	ARTVIEW	
Serial Number:	87710010	ARTIFY	
Serial Number:	87493496	EXPRESSIONLAB	
Serial Number:	86617933	KLIO	
Serial Number:	86617936	KLIO	
Serial Number:	86480920	SWITCHART	
Serial Number:	86480975	SWITCHART	
Serial Number:	86367977	ART. COM	
Serial Number:	86367880	ART. COM	
Serial Number:	85641542	WE ARE ART	
Serial Number:	85620949	ART CIRCLES	
Serial Number:	77435490	ALLPOSTERS	
Serial Number:	77433981	ART.COM	
Serial Number:	76159269	ALLPOSTERS.COM	
Serial Number:	75879692	ART.COM	
Serial Number:	73498480	PRINTS PLUS	
Serial Number:	87473930	ARTEDGE	
CORRESPONDENCE DATA			

OP \$440.00 87731194

Fax Number:

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: 479-277-1695

Email: ustm@walmartlegal.com

Correspondent Name: Walmart Inc.

Address Line 1: 702 SW 8th Street

Address Line 4: Bentonville, ARKANSAS 72716-0215

NAME OF SUBMITTER:	Sean T. Price
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SIGNATURE:	/Sean T. Price/
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DATE SIGNED:	03/25/2019
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made effective as of 15th day of February, 2019 (the "Effective Date") between **ART.COM, INC.**, a Delaware corporation ("Assignor"), and **WALMART INC.**, a Delaware corporation ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee the following (collectively, the "Trademark Rights"):

(a) all right, title and interest throughout the world (including all rights provided by international conventions and treaties) in and to the trademark, trademark registration and other trademark rights set forth in Schedule A (collectively, the "Assigned Trademarks"), together with the goodwill of the business symbolized by the Assigned Trademarks and the goodwill of the business in connection with which the Assigned Trademarks are used;

(b) all rights to causes of action and remedies related to the Assigned Trademarks, including the right to sue (including for damages and injunctive relief) for any past, present or future infringement, violation, dilution or other unauthorized use of any of the Assigned Trademarks;

(c) all rights to receive income, royalties, damages, payments or other consideration now or hereafter due or payable with respect to the Assigned Trademarks;

(d) all rights to prosecute and maintain the Assigned Trademarks; and

(e) all other rights and interests arising out of, in connection with or in relation to the Assigned Trademarks.

2. Assignor represents, warrants and covenants that:

(a) Assignor has the full power and authority to make the assignments of Trademark Rights to Assignee as set forth in this Assignment; and

(b) Assignor has not assigned, granted or otherwise transferred any right, title, or interest in or to any Trademark Right to any person or entity other than Assignee.

3. Assignor hereby authorizes and requests the respective trademark office or governmental agency in each jurisdiction to record this Assignment and to issue any trademarks or trademark registrations from any trademark applications included in the Trademark Rights to and in the name of Assignee.

4. From and after the Effective Date, Assignor shall cooperate with Assignee and Assignee's representatives, and shall execute and deliver such documents and take such other actions as Assignee may reasonably request, to cause to be conveyed to Assignee and its

successors or assigns all of the rights, titles and interests intended to be conveyed to Assignee under this Assignment. Assignor hereby irrevocably nominates, constitutes and appoints Assignee as the true and lawful attorney-in-fact of Assignor (with full power of substitution) effective as of the Effective Date, and hereby authorizes Assignee, in the name of and on behalf of Assignor, to execute, deliver, acknowledge, certify, file and record any document and to take any other action (on or at any time after the date of this Assignment) that Assignee may deem appropriate for the purpose of collecting, asserting, enforcing or perfecting any claim, right or interest of any kind that is included in or relates to any of the Trademark Rights or otherwise carrying out or facilitating any of the transactions contemplated hereby. The power of attorney referred to in the preceding sentence is and shall be coupled with an interest and shall be irrevocable, and shall survive the dissolution or insolvency of Assignor.

5. This Assignment, the rights and obligations of the parties under this Assignment, and any claim or controversy directly or indirectly based upon, arising out of or related to, this Assignment or the transactions contemplated by this Assignment (whether based upon contract, tort or any other theory), including all matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any conflict of laws provisions that would require the application of the law of any other jurisdiction.

6. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

7. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment. The words "include", "including" and variations thereof will be deemed to be followed by the words "without limitation". The use of "or" will not be deemed to be exclusive. This Assignment may be executed in counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, intending to be legally bound, the parties through their duly authorized representatives have executed this Assignment as of the Effective Date.

ART.COM, INC.

By: Kira Scherer Wampler

Name: Kira Wampler

Title: Chief Executive Officer

SCHEDULE A

Trademark Registrations and Applications

Trademark	Class	Status	Application Number and Filing Date	Registration Number and Registration Date
ARTVIEW	9	Pending Allowed	87731194 12/21/2017	
ARTIFY	35	Pending	87710010 12/6/2017	
EXPRESSIONLAB	35	Pending Allowed	87493496 6/16/2017	
ARTEDGE	35	Pending Allowed	87473930 6/2/2017	
KLIO	9	Registered	86617933 5/2/2015	5115263 1/3/2017
KLIO	35	Pending Allowed	86617936 5/2/2015	
SWITCHART	16	Registered	86480920 12/15/2014	4785771 8/4/2015
SWITCHART	20	Registered	86480975 12/15/2014	4785778 8/4/2015
ART. COM	35	Registered	86367977 8/15/2014	5163766 3/21/2017
ART. COM	40	Registered	86367880 8/15/2014	4767466 7/7/2015
WE ARE ART	35	Registered	85641542 6/2/2012	4325873 4/23/2013
ART CIRCLES	9	Registered	85620949 5/9/2012	4302804 3/12/2013
ALLPOSTERS	35, 40	Registered	77435490 3/31/2008	3611284 4/28/2009
ART.COM	35, 40	Registered	77433981 3/28/2008	3601346 4/7/2009
 AllPosters.com	35	Registered Renewed	76159269 11/3/2000	2651217 11/19/2002

Trademark	Class	Status	Application Number and Filing Date	Registration Number and Registration Date
ART.COM	40	Registered Renewed	75879692 12/23/1999	2586749 6/25/2002
PRINTS PLUS	32, 38, 101	Registered Renewed	73498480 9/10/1984	1365529 10/15/1985