

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM578183

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Polymorph Labs, Inc.		04/26/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Walmart Inc.		
Street Address:	702 SW 8th Street		
City:	Bentonville		
State/Country:	ARKANSAS		
Postal Code:	72716		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87368582	POLYMORPH	
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:	ustm@walmartlegal.com		
Correspondent Name:	Walmart Inc.		
Address Line 1:	702 SW 8th Street		
Address Line 4:	Bentonville, ARKANSAS 72716		
NAME OF SUBMITTER:	Sean Price		
SIGNATURE:	/Sean T. Price/		
DATE SIGNED:	05/27/2020		
Total Attachments: 4			
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OP \$40.00 87368582

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this “Assignment”) is made effective as of 26th day of April 2019 (the “Effective Date”) between Polymorph Labs, 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 to the extent 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 use of 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 use of 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) necessary 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. Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), by and among Assignor, Assignee and Shareholder Representative Services LLC (as the securityholder's representative), pursuant to which, among other things, Assignor is selling, assigning, transferring and conveying to Assignee the Trademark Rights. Notwithstanding any provision to the contrary set forth herein or in the Asset Purchase Agreement or in any document, instrument or agreement executed in connection herewith or therewith, no provision of this Assignment in any way waives, restricts, alters, adds to, diminishes, or limits the provisions of the Asset Purchase Agreement, this Assignment being intended solely for the purpose of separately evidencing the sale, assignment, transfer and conveyance of the Trademark Rights contemplated by the Asset Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail and govern.

6. 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.

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

8. 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.

“ASSIGNOR”

POLYMORPH LABS, INC.

By: 

Name: Satish Polisetti

Title: Chief Executive Officer

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 006946 FRAME: 0865

SCHEDULE A

Trademark Registrations and Applications

Trademark Registrations and Applications:

Type of IP (e.g., Patent, Trademark, Domain Name)	Name/Title	Application No. and Application Date	Registration No. and Registration Date	Jurisdiction of Filing	Owner
Trademark	POLYMORPH	87368582; March 13, 2017	5493259; June 12, 2018	United States	Seller
Trademark	POLYMORPH	3671654	1373393; March 28, 2018	India	Seller
Trademark	POLYMORPH	87368582; November 2, 2017	1373393; December 13, 2018	China	Seller

Unregistered Marks: Demand Cloud (Product Name); CPX (Tech Capability Name); Smart eCPM (Tech Capability Name); Unified Auction (Tech Capability Name); PriceX (Product Name); OpenGUID (Open Source Project); OpenAdViewability (Open Source Project)