

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM811663

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900772567		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WALMART APOLLO, LLC		03/02/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Picasso, LLC		
<b>Street Address:</b>	5188 W. 74th Street		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46268		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6136707	ARTVIEW	
<b>Registration Number:</b>	5163766	ART. COM	
<b>Registration Number:</b>	4325873	WE ARE ART	
<b>Registration Number:</b>	3601346	ART.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3172317433		
<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>Phone:</b>	3172361313		
<b>Email:</b>	dwong@btlaw.com		
<b>Correspondent Name:</b>	David A.W. Wong		
<b>Address Line 1:</b>	11 South Meridian Street		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204-3535		
<b>ATTORNEY DOCKET NUMBER:</b>	35848-100		
<b>NAME OF SUBMITTER:</b>	David A.W. Wong		
<b>SIGNATURE:</b>	/dwong/		
<b>DATE SIGNED:</b>	05/19/2023		

**Total Attachments: 11**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), dated as of March 2, 2023, is entered into by and by and among Walmart Inc. ("Walmart") and Walmart Apollo, LLC (with Walmart, each, an "Assignor" and, collectively, "Assignors"), and Picasso, LLC ("Assignee").

WHEREAS, Walmart, Wal-Mart, com USA, LLC ("Seller") and Trends International, LLC ("Buyer") are parties to that certain Membership Interest Purchase Agreement dated as of February 6, 2023 (the "Purchase Agreement"), pursuant to which Buyer shall purchase from Seller all of the outstanding membership interests of Assignee, on the terms and subject to the provisions set forth in the Purchase Agreement;

WHEREAS, capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement;

WHEREAS, certain of the Company Intellectual Property set forth on Section 3.09(b) of the Disclosure Schedules of the Purchase Agreement and certain other Intellectual Property related primarily to the Business may continue to be held of record by one or more Assignors rather than Assignee at the time of the Closing (together with the Company Intellectual Property, the "Assigned Intellectual Property");

WHEREAS, it is a condition precedent to Buyer's consummation of the transactions contemplated by the Purchase Agreement that all Assigned Intellectual Property be transferred to Assignee on or prior to Closing;

WHEREAS, Assignors will directly and indirectly benefit from the consummation of the transactions contemplated by the Purchase Agreement; and

WHEREAS, in accordance with the Purchase Agreement, Assignors desire to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignors' worldwide right, title and interest in and to (i) all Assigned Intellectual Property, and (ii) all goodwill of the Business associated with any such Assigned Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Effective immediately prior to the Closing, each Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of such Assignor's worldwide right, title and interest in and to:

(a) all Assigned Intellectual Property (including specifically and without limitation any copyright rights and registrations owned by an Assignor);

(b) the goodwill of the Business associated with the use of, and symbolized by, any Assigned Intellectual Property assigned above;

(c) all rights of any kind whatsoever of each Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and

otherwise throughout the world, including without limitation all continuations, continuations in-part, divisions, substitutions, reissues, renewals, substitutes, and extensions thereof and applications therefor, throughout the world; and

(d) any and all claims and causes of action to the extent held by Assignors with respect to any of the foregoing as of the Closing, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. The intent of the parties is that the foregoing Assigned Intellectual Property and related rights are to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignors had this Assignment not been made.

3. Each Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office, the U.S. Copyright Office, domain name registrar, and any other national, federal, and state government officials to record and register this Assignment upon request by Assignee. Each Assignor agrees, without further consideration, to execute all documents necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives, including without limitation forms of assignment to be filed or registered with applicable governmental offices. Each Assignor agrees to (a) execute all oaths, assignments, applications, and other papers and documents necessary to fully secure to Assignee the right, title and interest conveyed herein and to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives and (b) take such further commercially reasonable actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Assigned Intellectual Property in a form acceptable for recordation in the United States Patent and Trademark Office, the U.S. Copyright Office, domain name registrar, or any applicable foreign equivalent.

4. To the extent that any of the Assigned Intellectual Property is related primarily but not exclusively to the Business (the "Shared Intellectual Property"), Assignee hereby grants to Walmart and its Affiliates an irrevocable, non-exclusive, perpetual, worldwide, royalty-free, transferable, fully paid license under the Shared Intellectual Property to use the Shared Intellectual Property in substantially the manner used on the date of this Assignment, and Walmart (on behalf of itself and its Affiliates) hereby accepts such license.

5. This Assignment shall be construed in accordance with and governed by the Laws of the State of Delaware without regard to conflicts-of-laws principles that would require the application of any other Law.

6. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Facsimile and electronic (PDF) counterpart signatures to this Assignment shall be acceptable and binding.

7. This Assignment is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Purchase Agreement. This Assignment shall not replace, substitute, expand or extinguish any obligation or provision of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof the terms of the Purchase Agreement shall control.

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IN WITNESS WHEREOF, the parties hereto have caused this ASSIGNMENT OF INTELLECTUAL PROPERTY to be executed as of the date first written above.

**ASSIGNORS:**

Walmart Inc.

By: Michael Guptan  
Name: Michael Guptan  
Title: SVP, Corporate Development

Walmart Apollo, LLC

By: \_\_\_\_\_  
Name: Gordon Allison  
Title: Vice President

**ASSIGNEE:**

Picasso, LLC

By: \_\_\_\_\_  
Name: Gordon Allison  
Title: Senior Vice President and Assistant Secretary

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Title: SVP, Corporate Development

Walmart Apollo, LLC

By: Gordon Allison  
Name: Gordon Allison  
Title: Vice President

**ASSIGNEE:**

Picasso, LLC

By: Gordon Allison  
Name: Gordon Allison  
Title: Senior Vice President and Assistant Secretary

**Section 3.09**  
(Intellectual Property)

(b)

Patents

Patent ID	Patent Reference	Patent Application Title	Filed Date	Application Number	Country	Patent-Design Type	Patent Application Type	Status	Grant Date	Patent No.	Inventor(s)
<del>81373</del> <del>875</del>	5864EP01	METHOD AND SYSTEM FOR IMAGE DISCOVERY VIA NAVIGATION OF DIMENSIONS	2012-04-20	12165061.8	European Patent	Non Provisional	Priority	Withdrawn			Madhav Mehra Geoffroy Martin Thanigai Vellore
<del>81373</del> <del>874</del>	5864US01	METHOD AND SYSTEM FOR IMAGE DISCOVERY VIA NAVIGATION OF DIMENSIONS	2011-04-21	13/091545	United States of America	Non Provisional	Priority	Issued	2014-03-11	US8671025	Madhav Mehra Thanigai Vellore
<del>81373</del> <del>877</del>	5864US02	METHOD AND SYSTEM FOR IMAGE DISCOVERY VIA NAVIGATION OF DIMENSIONS	2013-12-23	14/139623	United States of America	Non Provisional	Priority	Issued	2018-10-23	US10108641	Madhav Mehra Geoffroy Martin Thanigai Vellore
<del>81373</del> <del>885</del>	5865EP01	METHODS AND SYSTEMS FOR VIEWING OBJECT WITHIN AN UPLOADED IMAGE	2011-12-26	11195726.2	European Patent	Non Provisional	Priority	Withdrawn			Michael Heinstein Roberto Mameli Geoffroy Martin
<del>81373</del> <del>884</del>	5865US01	METHODS AND SYSTEMS FOR VIEWING OBJECT WITHIN AN UPLOADED IMAGE	2010-12-27	12/978895	United States of America	Non Provisional	Priority	Abandoned			Michael Heinstein Roberto Mameli Geoffroy Martin

Patent ID	Patent Reference	Patent Application Title	Filed Date	Application Number	Country	Patent-Design Type	Patent Application Type	Status	Grant Date	Patent No.	Inventor(s)
<u>81373</u> <u>892</u>	5866U S01	METHOD AND SYSTEM FOR WIRING A PICTURE FRAME AND GENERATING TEMPLATES TO HANG PICTURE IN VARIOUS LAYOUTS	2013-03-15	13/831589	United States of America	Non Provisional	Priority	Issued	2016-05-31	US9351594	Madhav Mehra Timothy Stevens
<u>81373</u> <u>893</u>	5866U S02	METHOD AND SYSTEM FOR WIRING A PICTURE FRAME AND GENERATING TEMPLATES TO HANG PICTURE IN VARIOUS LAYOUTS	2016-04-01	15/089470	United States of America	Non Provisional	Divisional	Abandoned			Madhav Mehra Timothy Stevens
<u>81373</u> <u>899</u>	5867U S01	DIGITAL ART SYSTEMS AND METHODS	2013-04-08	61/809802	United States of America	Provisional	Priority	Expired			Nasos Topakas Paul Golding
<u>81373</u> <u>903</u>	5867U S02	DIGITAL ART SYSTEMS AND METHODS	2015-03-05	14/639844	United States of America	Non Provisional	Continuation-in-part	Abandoned			Nasos Topakas Paul Golding
<u>81373</u> <u>904</u>	5867U S03	DIGITAL ART SYSTEMS AND METHODS	2015-03-05	14/639873	United States of America	Non Provisional	Continuation-in-part	Abandoned			Nasos Topakas Paul Golding
<u>81373</u> <u>905</u>	5867U S04	DIGITAL ART SYSTEMS AND METHODS	2015-03-05	14/639880	United States of America	Non Provisional	Continuation-in-part	Issued	2017-07-25	US9715336	Nasos Topakas Paul Golding



Patent ID	Patent Reference	Patent Application Title	Filed Date	Application Number	Country	Patent-Design Type	Patent Application Type	Status	Grant Date	Patent No.	Inventor(s)
<u>81373</u> <u>915</u>	5868U S01	DISCOVERING, VISUALIZING AND FACILITATING THE SELECTION OF ART, DESIGN, AND DECOR	2013-04-08	61/809832	United States of America	Provisional	Priority	Expired			Nasos Topakas Garris Shipon - Paul Golding Thanigai Vellore
<u>81373</u> <u>916</u>	5868U S02	DISCOVERING, VISUALIZING AND FACILITATING THE SELECTION OF ART, DESIGN, AND DECOR	2013-05-17	61/824967	United States of America	Non Provisional	Priority	Expired			Nasos Topakas Garris Shipon - Paul Golding Thanigai Vellore
<u>81373</u> <u>922</u>	5869U S01	DISCOVERING AND PRESENT DECOR HARMONIZED WITH A DECOR STYLE	2013-09-18	14/030913	United States of America	Non Provisional	Priority	Issued	2016-03-22	US9292162	Nasos Topakas Paul Golding Garris Shipon - Thanigai Vellore
81373 925	5869U S02	Discovering and presenting decor harmonized with a décor style	2013-09-08	14/030931	United States of America	Non Provisional	Secondary	Abandoned	10/11/2016	US9465512	Nasos Topakas Paul Golding Garris Shipon Thanigai Vellore
<u>81373</u> <u>926</u>	5869U S03	DISCOVERING AND PRESENT DECOR HARMONIZED WITH A DECOR STYLE	2013-09-18	14/030967	United States of America	Non Provisional	Priority	Abandoned	2016-11-01	US9483158	Nasos Topakas Paul Golding Garris Shipon Thanigai Vellore
<u>81373</u> <u>935</u>	5871U S01	MAGNETIC PRINT ART	2014-08-25	62/041537	United States of America	Provisional	Priority	Expired			Gary Takemoto
81373 938	5871U S02	MAGNETIC PRINT ART	2014-10-06	62/060306	United States of America	Provisional	Priority	Expired			Gary Takemoto
<u>81373</u> <u>940</u>	5871U S03	MAGNETIC PRINT ART	2015-10-02	14/873888	United States of America	Non Provisional	Secondary	Abandoned			Gary Takemoto

Patent ID	Patent Reference	Patent Application Title	Filed Date	Application Number	Country	Patent-Design Type	Patent Application Type	Status	Grant Date	Patent No.	Inventor(s)
<u>81373</u> <u>948</u>	5872U S01	METHODS AND SYSTEMS FOR HARMONIZING A DECOR SCHEME	2015-01-07	14/591466	United States of America	Non Provisional	Priority	Abandoned			Paul Golding
<u>81373</u> <u>963</u>	5873U S01	MAPPING DECOR ACCESSORIES TO A COLOR PALETTE	2014-12-11	14/567149	United States of America	Non Provisional	Priority	Issued	2017-10-24	US9798743	Paul Golding John Yan
81373 969	5875U S01	NATURAL FRAMING SYSTEM	2007-05-25	11/807238	United States of America	Non Provisional	Priority	Issued	2011-07-05		Michael J. Marston
<u>81373</u> <u>973</u>	5876U S01	TOOLS FOR CREATING DIGITAL ART	2015-03-25	14/668875	United States of America	Provisional	Continuation-in-part	Abandoned		US7973796	Paul Golding Douglas Diego
<u>81373</u> <u>978</u>	5877U S01	TRIANGULAR SHIPPING CONTAINER	2015-07-01	14/789865	United States of America	Non Provisional	Priority	Issued	2017-06-20	US9682792	Warren Lee Shoff Steven Matthew Farmer
<u>81373</u> <u>986</u>	5878U S01	SESSION HAND-OFF FOR MOBILE APPLICATIONS	2015-12-09	14/964513	United States of America	Non Provisional	Priority	Issued	2019-09-03	US10404778	Brett Raymond Stone Paul Golding
<u>81390</u> <u>657</u>	5878U S02	SESSION HAND-OFF FOR MOBILE APPLICATIONS	2019-08-30	16/556377	United States of America	Non Provisional	Priority	Abandoned			Paul Golding
81373 994	5879U S01	GENERATING A VIRTUAL WALL IN AN AUGMENTED REALITY ENVIRONMENT TO SIMULATE ART DISPLAYS	2018-01-16	15/872905	United States of America	Non Provisional	Priority	Issued			Nitin Shantharam Christin Chi - Patrick John Kelleher Ravi Theja Kamatkam Christine Torrefranca
									2020-04-14	US10621786	

Patent ID	Patent Reference	Patent Application Title	Filed Date	Application Number	Country	Patent-Design Type	Patent Application Type	Status	Grant Date	Patent No.	Inventor(s)
											Fernandez
81401237	6333US01	Print Image Processor (Rapid Service and Mirror Edge Canvas)	2006-05	16/893909	United States of America	Non Provisional	Priority				Mike Larson Warren Lee Shoff Steven Matthew Farmer Brett Raymond Stone Rob Wenger Timothy Stevens
								Issued	2022-11-02	US11507991	



### Copyrights

AQ No.	Title	Country	Status	International Classes	Registration Date	Registration Number	Owners
81375814	Allposters.com	United States of America	Copyright	101	2010-12-21	TX0007351583	Picasso, LLC
81375807	Art.com	United States of America	Copyright	101	2010-12-21	TX0007351610	Picasso, LLC
81375786	Build a Death Star	United States of America	Copyright	101	2015-08-25	VA0001968941	Picasso, LLC
81375733	Cannot Live Without Books	United States of America	Copyright	101	2015-08-25	VA0001968961	Picasso, LLC

AQ No.	Title	Country	Status	International Classes	Registration Date	Registration Number	Owners
81375755	Citadel Retro Travel	United States of America	Copyright	101	2015-08-25	VA0001968951	Picasso, LLC
81375749	Clean Bathrooms Ladies and Gentleman	United States of America	Copyright	101	2015-08-25	VA0001968954	Picasso, LLC
81375718	Columbia Retro Travel	United States of America	Copyright	101	2015-08-25	VA0001968973	Picasso, LLC
81375721	Create Retro Typewriter	United States of America	Copyright	101	2015-05-25	VA0001968972	Picasso, LLC
81375762	Dagobah Fantasy Travel	United States of America	Copyright	101	2015-08-25	VA0001968947	Picasso, LLC
81375699	Don't Believe the Internet Lincoln Design	United States of America	Copyright	101	2015-08-25	VA0001969237	Picasso, LLC
81375775	Eddie Would Go	United States of America	Copyright	101	2015-08-25	VA0001968943	Picasso, LLC
81375731	Endor Retro Travel	United States of America	Copyright	101	2015-08-25	VA0001968962	Picasso, LLC
81375729	Gallifrey Retro Travel	United States of America	Copyright	101	2015-08-25	VA0001968964	Picasso, LLC
81375727	Godric's Hollow Retro Travel	United States of America	Copyright	101	2015-08-25	VA0001968965	Picasso, LLC
81375773	Hyrule Retro Travel	United States of America	Copyright	101	2015-08-25	VA0001968944	Picasso, LLC
81375796	Keep Calm and Code On	United States of America	Copyright	101	2015-08-25	VA0001968940	Picasso, LLC
81375723	King's Landing Retro Travel	United States of America	Copyright	101	2015-08-25	VA0001968967	Picasso, LLC
81375759	LV-426 Retro Travel	United States of America	Copyright	101	2015-08-25	VA0001968949	Picasso, LLC
81375768	Mushroom King Retro Travel	United States of America	Copyright	101	2015-08-25	VA0001968945	Picasso, LLC
81375751	New York Retro Travel	United States of America	Copyright	101	2015-08-25	VA0001968953	Picasso, LLC
81375702	Rapture Retro Travel	United States of America	Copyright	101	2015-08-25	VA0001968976	Picasso, LLC
81375712	Relax Retro Sunglasses	United States of America	Copyright	101	2015-08-25	VA0001968975	Picasso, LLC
81375800	Room Without Books	United States of America	Copyright	101	2015-08-25	VA0001968938	Picasso, LLC
81375779	Springfield Retro Travel	United States of America	Copyright	101	2015-08-25	VA0001968942	Picasso, LLC
81375744	Sunnydale Retro Travel	United States of America	Copyright	101	2015-08-25	VA0001968959	Picasso, LLC
81375798	Tatooine Retro Travel	United States of America	Copyright	101	2015-08-25	VA0001968939	Picasso, LLC

AQ No.	Title	Country	Status	International Classes	Registration Date	Registration Number	Owners
81375746	West Egg Retro Travel	United States of America	Copyright	101	2015-08-25	VA0001968955	Picasso, LLC
81375725	Winterfell Retro Travel	United States of America	Copyright	101	2015-08-25	VA0001968966	Picasso, LLC
81375805	www.artistrising.com	United States of America	Copyright	101	2010-08-27	TX0007521206	Picasso, LLC
81375735	You Shall Not Pass	United States of America	Copyright	101	2015-08-25	VA0001968960	Picasso, LLC
81475957	art.com website.	United States of America	Copyright	101	2002-11-27	VA0001154373	Picasso, LLC

### Trademarks

TM Application Id	Mark Name	Mark Image	Country	Status	International Classes	Filed Date	Application Number	Registration Date	Registration Number	Walmart Division	Owner
81375899	ALLPOSTERS		United States of America	Registered	35,40	2008-03-31	77435490	2009-04-28	3611284	Art.com	Walmart Inc.
81375917	ALLPOSTERS.COM and Design		United States of America	Registered	35	2000-11-03	76159269	2002-11-19	2651217	Art.com	Walmart Apollo, LLC
81375913	ART.COM		United States of America	Registered	35,40	2009-03-28	77433981	2009-04-07	3601346	Art.com	Walmart Apollo, LLC
81375638	ART.COM (Stylized)(Stacked)		United States of America	Registered	35	2014-08-15	86367977	2017-03-21	5163766	Art.com	Walmart Apollo, LLC
81375050	ARTVIEW		United States of America	Registered	9	2017-12-21	87731194	2020-08-25	6136707	Art.com	Walmart Apollo, LLC
81375847	WE ARE ART		United States of America	Registered	35	2012-06-02	85641542	2013-04-23	4325873	Art.com	Walmart Apollo,