

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM824399

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900778278		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WALMART INC.		03/02/2023	Corporation: 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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3611284	ALLPOSTERS	
<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>	35848-500		
<b>NAME OF SUBMITTER:</b>	David A.W. Wong		
<b>SIGNATURE:</b>	/dwong/		
<b>DATE SIGNED:</b>	07/14/2023		
<b>Total Attachments: 14</b>			
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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"), [REDACTED], [REDACTED] "Assignor", [REDACTED], and Picasso, LLC ("Assignee").

[REDACTED]

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;

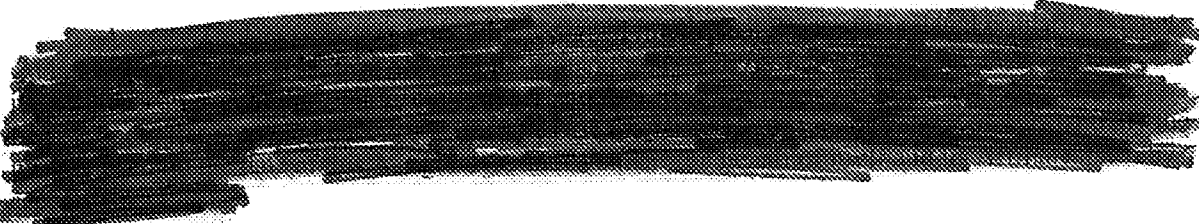
(c) all rights of any kind whatsoever of each Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and

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.



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

[Redacted signature]

[Redacted signature]

**ASSIGNEE:**

Picasso, LLC

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

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

[Redacted signature]

[Redacted signature]

**ASSIGNEE:**

Picasso, LLC

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

**Section 3.09**  
(Intellectual Property)

(b)

Patents

Patent Application Title	Filed Date	Application Number	Country	Patent-Design Type	Patent Application Type	Status	Grant Date	Patent No.	Inventor(s)
METHOD AND SYSTEM FOR IMAGE DISCOVERY VIA NAVIGATION OF DIMENSIONS	4/21/2011	13/091545	United States of America	Non Provisional	Priority	Issued	3/11/2014	US8671025	Madhav Mehra Geoffroy Martin Thanigai Vellore
METHOD AND SYSTEM FOR IMAGE DISCOVERY VIA NAVIGATION OF DIMENSIONS	4/20/2012	12165061.8	European Patent	Non Provisional	Priority	Withdrawn			Madhav Mehra Geoffroy Martin Thanigai Vellore
METHOD AND SYSTEM FOR IMAGE DISCOVERY VIA NAVIGATION OF DIMENSIONS	12/23/2013	14/139623	United States of America	Non Provisional	Priority	Issued	10/23/2018	US10108641	Madhav Mehra Geoffroy Martin Thanigai Vellore
METHODS AND SYSTEMS FOR VIEWING OBJECT WITHIN AN UPLOADED IMAGE	12/27/2010	12/978895	United States of America	Non Provisional	Priority	Abandoned			Michael Heinstein Roberto Mamei

Patent Application Title	Filed Date	Application Number	Country	Patent-Design Type	Patent Application Type	Status	Grant Date	Patent No.	Inventor(s)
METHODS AND SYSTEMS FOR VIEWING OBJECT WITHIN AN UPLOADED IMAGE									Geoffroy Martin
METHODS AND SYSTEMS FOR VIEWING OBJECT WITHIN AN UPLOADED IMAGE	12/26/2011	11195726.2	European Patent	Non Provisional	Priority	Withdrawn			Michael Heinstein Roberto Marneli Geoffroy Martin
METHOD AND SYSTEM FOR WIRING A PICTURE FRAME AND GENERATING TEMPLATES TO HANG PICTURE IN VARIOUS LAYOUTS	3/15/2013	13/831589	United States of America	Non Provisional	Priority	Issued	5/31/2016	US9351594	Madhav Mehra Timothy Stevens
METHOD AND SYSTEM FOR WIRING A PICTURE FRAME AND GENERATING TEMPLATES TO HANG PICTURE IN VARIOUS LAYOUTS	4/1/2016	15/089470	United States of America	Non Provisional	Divisional	Abandoned			Madhav Mehra Timothy Stevens
DIGITAL ART SYSTEMS AND METHODS	4/8/2013	61/809802	United States of America	Provisional	Priority	Expired			Nasos Topakas Paul Golding
DIGITAL ART SYSTEMS AND METHODS	3/5/2015	14/639844	United States of America	Non Provisional	Continuation-in-part	Abandoned			Nasos Topakas



Patent Application Title	Filed Date	Application Number	Country	Patent-Design Type	Patent Application Type	Status	Grant Date	Patent No.	Inventor(s)
DIGITAL ART SYSTEMS AND METHODS	3/5/2015	14/639873	United States of America	Non Provisional	Continuation-in-part	Abandoned			Nasos Topakas Paul Golding
DIGITAL ART SYSTEMS AND METHODS	3/5/2015	14/639880	United States of America	Non Provisional	Continuation-in-part	Issued	7/25/2017	US9715336	Nasos Topakas Paul Golding
DISCOVERING, VISUALIZING AND FACILITATING THE SELECTION OF ART, DESIGN, AND DECOR	4/8/2013	61/809832	United States of America	Provisional	Priority	Expired			Nasos Topakas Garris Shipon Paul Golding
DISCOVERING, VISUALIZING AND FACILITATING THE SELECTION OF ART, DESIGN, AND DECOR	5/17/2013	61/824967	United States of America	Non Provisional	Priority	Expired			Nasos Topakas Garris Shipon Paul Golding Thanigai Vellore

Patent Application Title	Filed Date	Application Number	Country	Patent-Design Type	Patent Application Type	Status	Grant Date	Patent No.	Inventor(s)
DISCOVERING AND PRESENT DECOR HARMONIZED WITH A DECOR STYLE	9/18/2013	14/030913	United States of America	Non Provisional	Secondary	Issued	3/22/2016	US9292162	Nasos Topakas Paul Golding Garris Shipon Thanigai Vellore
DISCOVERING AND PRESENT DECOR HARMONIZED WITH A DECOR STYLE	9/18/2013	14/030931	United States of America	Non Provisional	Secondary	Abandoned	10/11/2016	US9465512	Nasos Topakas Paul Golding Garris Shipon Thanigai Vellore
DISCOVERING AND PRESENT DECOR HARMONIZED WITH A DECOR STYLE	9/18/2013	14/030967	United States of America	Non Provisional	Priority	Abandoned	11/1/2016	US9483158	Nasos Topakas Paul Golding Garris Shipon Thanigai Vellore
MAGNETIC PRINT ART	8/25/2014	62/041537	United States of America	Provisional	Priority	Expired			Gary Takemoto

Patent Application Title	Filed Date	Application Number	Country	Patent-Design Type	Patent Application Type	Status	Grant Date	Patent No.	Inventor(s)
MAGNETIC PRINT ART	10/6/2014	62/060306	United States of America	Non Provisional	Priority	Expired			Gary Takemoto
MAGNETIC PRINT ART	10/2/2015	14/873888	United States of America	Non Provisional	Secondary	Abandoned			Gary Takemoto
METHODS AND SYSTEMS FOR HARMONIZING A DECOR SCHEME	1/7/2015	14/591466	United States of America	Non Provisional	Priority	Abandoned			Paul Golding
MAPPING DECOR ACCESSORIES TO A COLOR PALETT	12/11/2014	14/567149	United States of America	Non Provisional	Priority	Issued	10/24/2017	US9798743	Paul Golding John Yan
NATURAL FRAMING SYSTEM	5/25/2007	11/807238	United States of America	Non Provisional	Priority	Issued	7/5/2011	US7973796	Michael J Marston
TOOLS FOR CREATING DIGITAL ART	3/25/2015	14/668875	United States of America	Non Provisional	Continuation-in-part	Abandoned			Paul Golding Douglas Diego
TRIANGULAR SHIPPING CONTAINER	7/1/2015	14/789865	United States of America	Non Provisional	Priority	Issued	6/20/2017	US9682792	Warren Lee Shoff Steven Matthew Farmer Brett Raymond Stone
SESSION HAND-OFF FOR MOBILE APPLICATIONS	12/9/2015	14/964513	United States of America	Non Provisional	Priority	Issued	9/3/2019	US10404778	Paul Golding

Patent Application Title	Filed Date	Application Number	Country	Patent-Design Type	Patent Application Type	Status	Grant Date	Patent No.	Inventor(s)
GENERATING A VIRTUAL WALL IN AN AUGMENTED REALITY ENVIRONMENT TO SIMULATE ART DISPLAYS	1/16/2018	15/872905	United States of America	Non Provisional	Priority	Issued	4/14/2020	US10621786	Nitin Shantharam Christin Chi Patrick John Kelleher Ravi Theja Kamatakam Christine Torrefranca Fernandez Paul Golding
SESSION HAND-OFF FOR MOBILE APPLICATIONS	8/30/2019	16/556377	United States of America	Non Provisional	Secondary	Abandoned			Mike Larson Warren Lee Shoff Steven Mathew Farmer Brett Raymond Stone Rob Wenger Timothy Stevens
Systems and Methods for Scaling Framed Images	6/5/2020	16/893909	United States of America	Non Provisional	Priority	Issued	11/22/2022	US11507991	


Copyrights

Title	Country	Registration Date	Registration Number	Owners
Allposters.com	United States of America	12/21/2010	TX0007351583	Picasso, LLC
Art.com	United States of America	12/21/2010	TX0007351610	Picasso, LLC
Build a Death Star	United States of America	8/25/2015	VA0001968941	Picasso, LLC
Cannot Live Without Books	United States of America	8/25/2015	VA0001968961	Picasso, LLC
Citadel Retro Travel	United States of America	8/25/2015	VA0001968951	Picasso, LLC
Clean Bathrooms Ladies and Gentleman	United States of America	8/25/2015	VA0001968954	Picasso, LLC
Columbia Retro Travel	United States of America	8/25/2015	VA0001968973	Picasso, LLC
Create Retro Typewriter	United States of America	5/25/2015	VA0001968972	Picasso, LLC
Dagobah Fantasy Travel	United States of America	8/25/2015	VA0001968947	Picasso, LLC
Don't Believe the Internet Lincoln Design	United States of America	8/25/2015	VA0001969237	Picasso, LLC
Eddie Would Go	United States of America	8/25/2015	VA0001968943	Picasso, LLC
Endor Retro Travel	United States of America	8/25/2015	VA0001968962	Picasso, LLC

Title	Country	Registration Date	Registration Number	Owners
Gallifrey Retro Travel	United States of America	8/25/2015	VA0001968964	Picasso, LLC
Godric's Hollow Retro Travel	United States of America	8/25/2015	VA0001968965	Picasso, LLC
Hyrule Retro Travel	United States of America	8/25/2015	VA0001968944	Picasso, LLC
Keep Calm and Code On	United States of America	8/25/2015	VA0001968940	Picasso, LLC
King's Landing Retro Travel	United States of America	8/25/2015	VA0001968967	Picasso, LLC
LV-426 Retro Travel	United States of America	8/25/2015	VA0001968949	Picasso, LLC
Mushroom King Retro Travel	United States of America	8/25/2015	VA0001968945	Picasso, LLC
New New York Retro Travel	United States of America	8/25/2015	VA0001968953	Picasso, LLC
Rapture Retro Travel	United States of America	8/25/2015	VA0001968976	Picasso, LLC
Relax Retro Sunglasses	United States of America	8/25/2015	VA0001968975	Picasso, LLC
Room Without Books	United States of America	8/25/2015	VA0001968938	Picasso, LLC
Springfield Retro Travel	United States of America	8/25/2015	VA0001968942	Picasso, LLC
Sunnydale Retro Travel	United States of America	8/25/2015	VA0001968959	Picasso, LLC

Title	Country	Registration Date	Registration Number	Owners
Tatooine Retro Travel	United States of America	8/25/2015	VA0001968939	Picasso, LLC
West Egg Retro Travel	United States of America	8/25/2015	VA0001968955	Picasso, LLC
Winterfell Retro Travel	United States of America	8/25/2015	VA0001968966	Picasso, LLC
www.artistrising.com	United States of America	8/27/2010	TX0007521206	Picasso, LLC
You Shall Not Pass	United States of America	8/25/2015	VA0001968960	Picasso, LLC
art.com website	United States of America	11/27/2002	VA0001154373	Picasso, LLC

Trademarks

Mark Name	Country	Status	Classes	Filed Date	Application No.	Registration Date	Registration No.	Owner
ALLPOSTERS	United States of America	Registered	35,40	3/31/2008	77435490	4/28/2009	3611284	Walmart Inc.
ALLPOSTERS.COM and Design	United States of America	Registered	35	11/3/2000	76159269	11/19/2002	2651217	Walmart Inc.
 AllPosters								
ART.COM	United States of America	Registered	35,40	3/28/2009	77433981	4/7/2009	3601346	Walmart Apollo, LLC

Mark Name	Country	Status	Classes	Filed Date	Application No.	Registration Date	Registration No.	Owner
ART.COM (Stylized)(Stacked)	United States of America	Registered	35	8/15/2014	86367977	3/21/2017	5163766	Walmart Apollo, LLC
ART. COM								
ARTVIEW	United States of America	Registered	9	12/21/2017	87731194	8/25/2020	6136707	Walmart Apollo, LLC
WE ARE ART	United States of America	Registered	35	6/2/2012	85641542	4/23/2013	4325873	Walmart Apollo, LLC

TRADEMARK

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RECORDED: 06/08/2023