

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kloopz, Inc.		05/13/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	Wal-Mart Stores, Inc.		
Street Address:	702 Southwest 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:	85636859	ONEOPS	
CORRESPONDENCE DATA			
Fax Number:	4023461148		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(402) 346-6000		
Email:	trademarks@kutakrock.com		
Correspondent Name:	Sean P. Connolly, Kutak Rock LLP		
Address Line 1:	1650 Farnam Street		
Address Line 2:	The Omaha Building		
Address Line 4:	Omaha, NEBRASKA 68102		
ATTORNEY DOCKET NUMBER:	1334501.34		
NAME OF SUBMITTER:	Sean P. Connolly		
Signature:	/Sean P. Connolly/		

OP \$40.00 85636859

Date:

05/16/2013

**Total Attachments: 6**

source=Trademark Assignment#page1.tif

source=Trademark Assignment#page2.tif

source=Trademark Assignment#page3.tif

source=Trademark Assignment#page4.tif

source=Trademark Assignment#page5.tif

source=Trademark Assignment#page6.tif

**INTELLECTUAL PROPERTY ASSIGNMENT**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT** (“IP Assignment”) is effective as of the Effective Time by **WAL-MART STORES, INC.**, a Delaware corporation (“Assignee”), and **KLOOPZ, INC.**, a Pennsylvania corporation doing business as “OneOps” (“Assignor”), pursuant and subject to that certain Asset Purchase Agreement, dated as of May 13, 2013, by and among Buyer, Seller and certain other parties identified therein (the “Purchase Agreement”). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, Assignor is the owner of the Seller Owned Intellectual Property; and

WHEREAS, Assignor has agreed to assign, and Assignee has agreed to acquire, all right, title and interest in and to the Seller Owned Intellectual Property as more fully set forth below.

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

1. ***Sale, Transfer and Assignment of the Seller Owned Intellectual Property.*** Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignor’s right, title and interest in and to the Seller Owned Intellectual Property and the governmental registrations and pending applications with respect thereto, if any, together with any goodwill symbolized by or associated with such Seller Owned Intellectual Property. The Seller Owned Intellectual Property, as set forth in the Purchase Agreement, includes the items identified on Schedule 1, which is attached hereto and incorporated herein by reference.

2. ***Binding Instrument.*** This IP Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3. ***Counterparts.*** This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. ***Governing Law.*** This IP Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to the choice of law principles thereof.

5. ***Amendment.*** This IP Assignment may not be modified or amended without the prior written consent of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this IP Assignment on the date first written above.

KLOOPZ, INC.  
("Assignor")

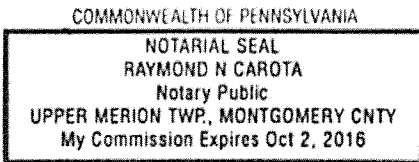
By: *Vitally Zinchenko*  
Name: *Vitally Zinchenko*  
Title: *President*

State of Pennsylvania

County of *Montgomery*

Before me, the undersigned authority, on this day personally appeared *Vitally Zinchenko*, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me under oath that he executed the same as the act and deed of Kloopz, Inc., as the *President* thereof, and for the purposes and consideration therein expressed.


Given under my hand and seal this *13<sup>th</sup>* day of *May*, *2013*.



*Raymond N. Carota*  
NOTARY PUBLIC IN AND FOR THE STATE OF  
PENNSYLVANIA

ACKNOWLEDGED AND ACCEPTED BY:

WAL-MART STORES, INC.  
("Assignee")

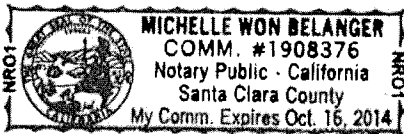
By:   
Name: Brian Roberts  
Title: SVP Business Development & Strategy, Global eCommerce

State of California

County of San Mateo

Before me, the undersigned authority, on this day personally appeared Brian Roberts, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me under oath that he/she executed the same as the act and deed of Wal-Mart Stores, Inc., as the SVP, Business Development thereof, and for the purposes and consideration therein expressed.

Given under my hand and seal this 13<sup>th</sup> day of May, 2013.

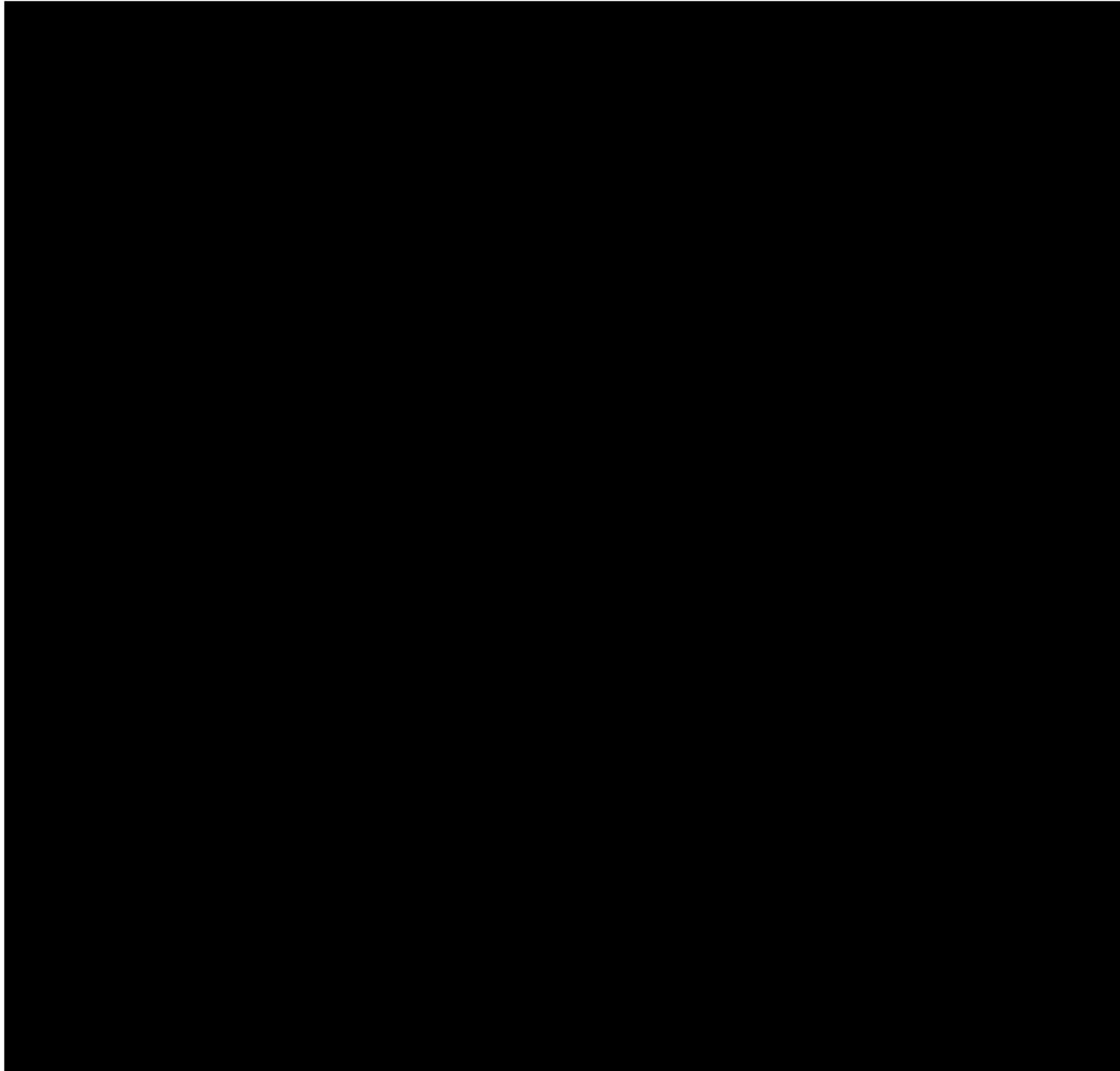


  
NOTARY PUBLIC IN AND FOR THE STATE OF  
CALIFORNIA

[Signature Page to IP Assignment]

TRADEMARK  
REEL: 005029 FRAME: 0018

**SCHEDULE 1**  
**SELLER OWNED INTELLECTUAL PROPERTY**

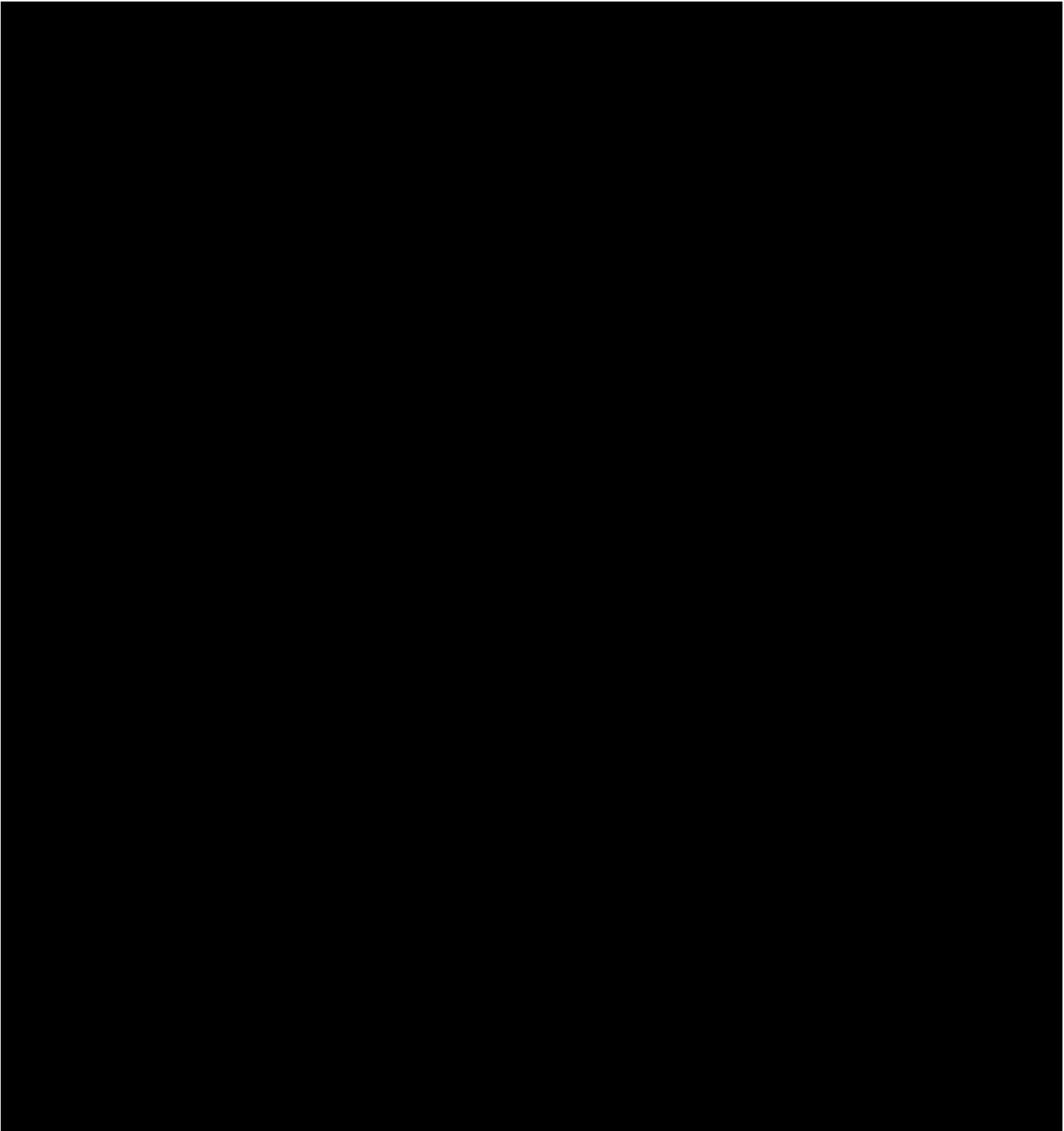


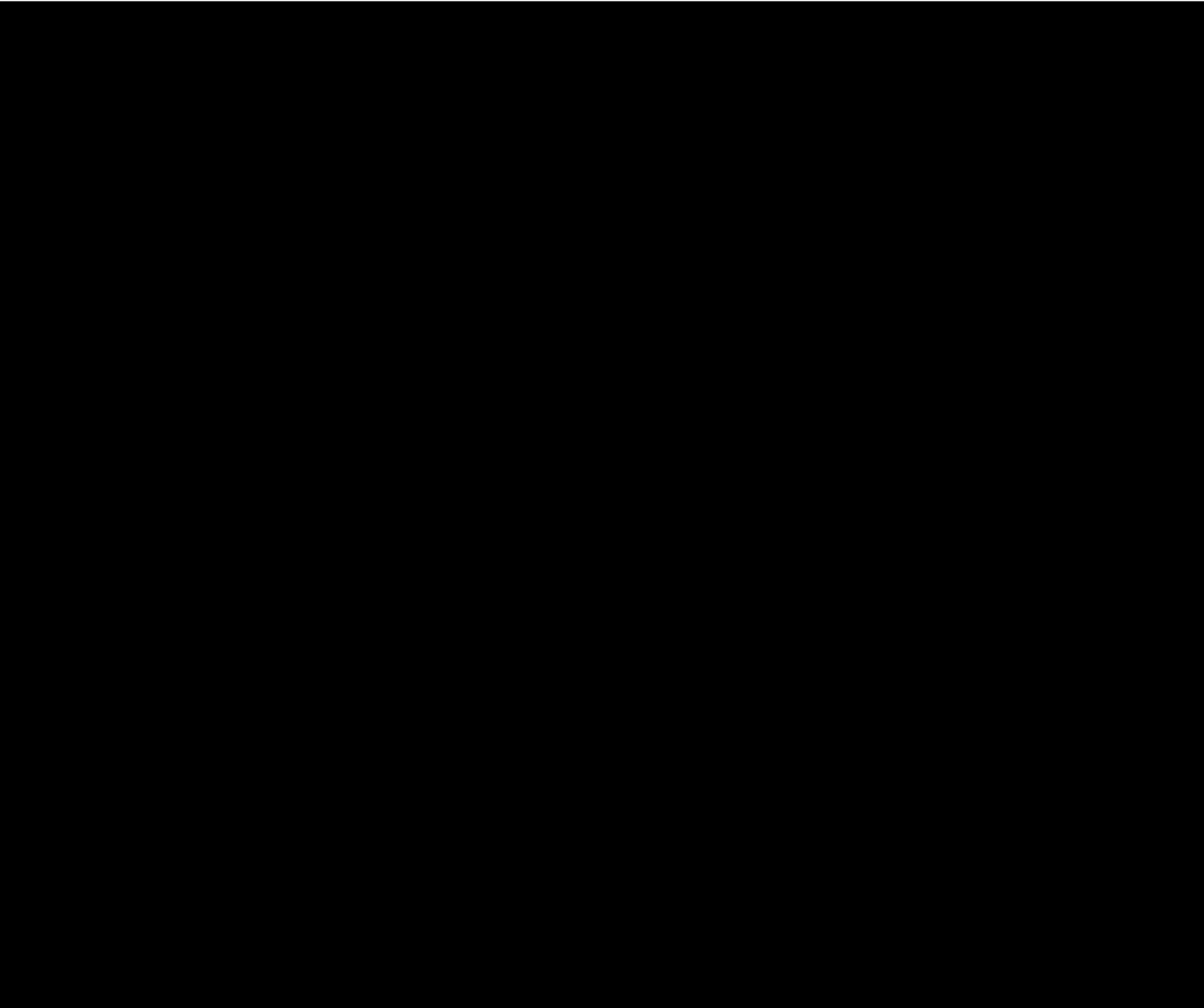
Trademark:

Word Mark: OneOps

Application Serial Number: 85636859







**RECORDED: 05/16/2013**

**TRADEMARK  
REEL: 005029 FRAME: 0021**