

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/07/2013

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Inkiru, Inc.		07/26/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wal-Mart Stores, Inc.
Street Address:	702 SW 8th Street
Internal Address:	MS 0215
City:	Bentonville
State/Country:	ARKANSAS
Postal Code:	72716
Entity Type:	CORPORATION: ARKANSAS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	85883401	PREDICTIVE GRAPH
Serial Number:	85979136	
Serial Number:	85616523	
Serial Number:	85979137	INKIRU PREDICTIVE INTELLIGENCE
Serial Number:	85594603	INKIRU
Serial Number:	85595220	INKIRU PREDICTIVE INTELLIGENCE

CORRESPONDENCE DATA

Fax Number:
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 479-277-2368
Email: ustm@walmartlegal.com
Correspondent Name: Diane Johnsson

OP \$165.00 85883401

Address Line 1: 702 SW 8th Street
Address Line 2: MS 0215
Address Line 4: Bentonville, ARKANSAS 72716

NAME OF SUBMITTER:	Diane Johnsson
Signature:	/Diane Johnsson/
Date:	08/05/2013

Total Attachments: 4
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TRADEMARK ASSIGNMENT AGREEMENT

THIS NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made this 7th day of June, 2013 ("Effective Date") between Inkiru, Inc., a corporation organized under the laws of the State of Delaware ("Assignor") and **WAL-MART STORES, INC.**, a corporation organized under the laws of the State of Delaware, with offices at 702 S.W. 8th Street, Bentonville, Arkansas 72716 ("Assignee"). Assignee and Assignor are hereinafter collectively referred to as the "Parties" and each may be individually referred to as a "Party."

RECITALS

WHEREAS, Assignor is the current owner of the trademarks identified in Exhibit A (the "Marks");

WHEREAS, Assignee wishes to acquire all of Assignor's rights in and to the Marks and the goodwill associated with such Marks;

WHEREAS, the Parties agree that any use of the Marks by Assignor after the Effective Date, if any, shall be subject to terms to be mutually agreed to by and between the Parties at that time;

NOW, THEREFORE, in consideration of the mutual promises and covenants exchanged herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

AGREEMENT

1. Assignment.

a. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, its Affiliates, successors, assigns or other legal representatives all right, title and interest in and to the Marks held by Assignor, together with the goodwill of the goods and/or services which are symbolized by the Marks, to be held and enjoyed by Assignee for its own use and benefit and for its Affiliates, successors and assigns as the same would have been held by Assignor had the assignment not been made.

b. Assistance. Assignor hereby agrees to give, execute and/or deliver any document, notice, agreement or other evidence of assignment as may be reasonably necessary to evidence or effectuate the foregoing as of the Effective Date. Upon reasonable request on or after the Effective Date by Assignee, Assignor will promptly execute and/or deliver any such further documents necessary to register and perfect the interest of Assignee in and to the Marks.

c. Assignee. Upon assignment, Assignee shall be solely responsible to maintain, renew and perform all other obligations respecting the Marks.

2. Term and Termination.

a. Term. This Agreement shall commence on the Effective Date and shall continue in perpetuity unless and until terminated as set forth herein.

b. Termination. In the event that either Party commits a breach of any term or condition of this Agreement, the other Party may terminate this Agreement in the event that the breaching Party does not cure such breach within thirty (30) business days after receiving written notice of such breach.

3. Indemnification. Assignor agrees to defend, indemnify and hold harmless Assignee, its subsidiaries, Affiliates, officers, directors, shareholders, employees and agents from and against any and all claims asserted against, imposed upon or incurred by Assignee due to, arising out of or relating to any suit or claim that the Marks infringe or otherwise violate any trademark, service mark, trade name or other similar intellectual property right of any third party.

4. Warranties, Quality Assurances and Marking.

a. Warranties. Each Party warrants and represents to the other Party as of the Effective Date that (i) it has the full right and power to enter into this Agreement; (ii) there are no outstanding agreements, assignments or encumbrances inconsistent with the provisions of this Agreement; and its execution of this Agreement has been duly authorized by all necessary corporate action of such Party.

b. By Assignor. Assignor hereby warrants and represents to Assignee as of the Effective Date that (i) it holds sufficient right, title and interest in and to the Marks to grant Assignee assignment rights set forth herein and (ii) Assignee's use of the Marks as expressly authorized by this Agreement will not infringe upon or otherwise violate any trademark, service mark, trade name or other similar intellectual property right of any third party.

5. Limitation of Liability. IN NO EVENT SHALL ASSIGNEE BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL DAMAGES OR THE LIKE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER SUCH ASSIGNEE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. General Provisions.

a. Choice of Law and Venue. The Parties agree that this Agreement shall be governed by the substantive laws of the State of Arkansas, without regard to any such laws or regulations that may direct the application of the law of any other jurisdiction. Any controversy, claim or dispute between the Parties arising out of or relating to this

Agreement or any breach hereof or thereof shall be brought in state or federal courts of Arkansas.

b. Headings. The headings used in this Agreement have been inserted for convenience only and shall not affect or be deemed to control its construction or interpretation.

c. Independent Parties. Nothing contained in this Agreement shall be construed to place the Parties in the relationship of legal representatives, partners, joint ventures, agents or fiduciaries, and no Party shall take any action or incur any debts, obligations or liabilities in the name of the other.

d. Waiver. No provisions of this Agreement will be waived by any Party except in writing. The Parties hereto agree that the waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same Party or any other provision or condition of this Agreement.

e. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all previous or contemporaneous representations, understandings or other communications, either verbal or written, between the Parties concerning such subject matter.

f. Severability. If any one or more of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.

g. Publicity. Except as otherwise set forth in this Agreement, neither Party will make any public disclosure or announcement of the existence of this Agreement, its terms or the relationship with the other Party without the prior written consent of such other Party.

h. Counterparts. This Agreement may be executed in counterparts or duplicate originals, and facsimile, electronic and digital copies of this Agreement, including properly executed PDF versions of this Agreement, shall be regarded as an original instrument by the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, effective as of the Effective Date.

INKIRU, INC.

By: Gordon E. Allison

Name: Gordon Allison

Title: Vice President and Secretary




WAL-MART STORES, INC.

By: Craig Sharkey

Name: Craig Sharkey

Title: V.P. and General Counsel

EXHIBIT A

Serial No.	Mark
85/883,401	 PREDICTIVE GRAPH
85/979,136	
85/616,523	
85/979,137	INKIRU PREDICTIVE INTELLIGENCE
85/594,603	INKIRU
85/595,220	INKIRU PREDICTIVE INTELLIGENCE