

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
Torbit, Inc.		07/22/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wal-Mart Stores, Inc.		
Street Address:	702 SW 8th Street		
City:	Bentonville		
State/Country:	ARKANSAS		
Postal Code:	72716		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85767607	ODN	
Registration Number:	4128263	TORBIT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4792772368		
Email:	ustm@walmartlegal.com		
Correspondent Name:	Diane Johnsson		
Address Line 1:	702 SW 8th Street		
Address Line 4:	Bentonville, ARKANSAS 72716		
ATTORNEY DOCKET NUMBER:	81169878		
NAME OF SUBMITTER:	Sandra Buja		
Signature:	/Sandra Buja/		

OP \$65.00 85767607

Date:

09/09/2013

Total Attachments: 4

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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 **TORBIT, INC.**, a Delaware corporation (“Assignor”), pursuant and subject to that certain Asset Purchase Agreement, dated as of July 22, 2013, by and among Buyer and Seller (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, without limitation, the items identified on Schedule 1, which is attached hereto and incorporated herein by reference.

2. ***Further Assurances.*** Assignor shall promptly execute any further documents or instruments of assignment, conveyance, transfer and confirmation and to take such action as may be reasonably requested by Assignee in order to more effectively convey and transfer as necessary to perfect or register the interest of Assignee in and to the Seller Owned Intellectual Property.

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

4. ***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.

5. ***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.

6. ***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.

TORBIT, INC.
("Assignor")

By: Jonathan Fox
Name: Jonathan Fox
Title: CTO

State of California

County of Santa Clara

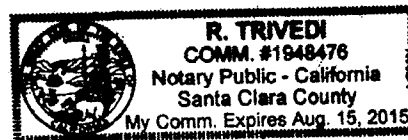
Before me, the undersigned authority, on this day personally appeared Jonathan Fox, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me under oath that he executed the same as the act and deed of Torbit, Inc., as the _____ thereof, and for the purposes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

Given under my hand and seal this 21st day of July, 2013.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

State of California, County of Santa Clara
Subscribed and sworn to (or affirmed) before me
on this 21st day of July, 2013,
by Jonathan Edward Fox.
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

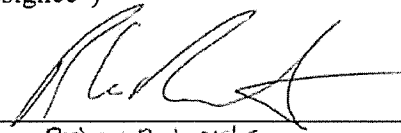
Signature: [Signature]



Signature Page to IP Assignment

ACKNOWLEDGED AND ACCEPTED BY:

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

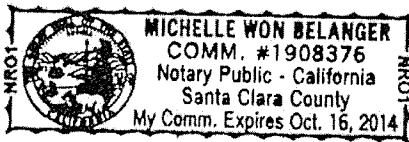
By: 
Name: Brian Roberts
Title: SVP, Business Development

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 19th day of July, 2013.




NOTARY PUBLIC IN AND FOR THE STATE OF
CALIFORNIA

Signature Page to IP Assignment

TRADEMARK
REEL: 005107 FRAME: 0255

SCHEDULE 1

SELLER OWNED INTELLECTUAL PROPERTY

All copyrights for the source code of the Proprietary Software, including without limitation Insight / Atlas, ODN, Torbit.com, Playbook and Site Optimizer, and all databases containing related application and user information.

All copyrights for the content of Torbit.com.

Trademarks:

ODN word mark - Application Serial Number 85/767607, registered filed on October 31, 2012; response to March 9, 2013 office action required on or before September 9, 2013 to avoid abandonment

TORBIT stylized logo – Serial Number 4128263, registered on April 17, 2012
Domain Names:

baconbutton.com
nsig.ht
odn.io
odn.xxx
real-user-measurement.com
realusermeasurement.com
realusermeasurement.net
tbnoc.com
tbnoc.net
torbit-insight.com
torbit-optimized.com torbit-optimized.net
torbit.com
torbit.net
torbitdns.com
torbitdns.net
torbitdns.org
torbitinsight.com
torbitmail.com
torbitodn.com
torbitodn.net
optimizeddeliverynetwork.com