

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM313223

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Luvocracy Inc.		07/29/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wal-Mart Stores, Inc.		
<b>Street Address:</b>	702 SW 8th Street		
<b>City:</b>	Bentonville		
<b>State/Country:</b>	ARKANSAS		
<b>Postal Code:</b>	72716		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85913327	BUY IT FOR ME	
<b>Serial Number:</b>	85635521	CLICKLESS	
<b>Serial Number:</b>	85736322	CURIO	
<b>Serial Number:</b>	85697163	LUVOCRACY	
<b>Serial Number:</b>	85284192	LUVOCRACY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	ustm@walmartlegal.com		
<b>Correspondent Name:</b>	Diane Johnsson		
<b>Address Line 1:</b>	702 SW 8th Street		
<b>Address Line 4:</b>	Bentonville, ARKANSAS 72716		
<b>ATTORNEY DOCKET NUMBER:</b>	81188986, 81188987 ET AL		
<b>NAME OF SUBMITTER:</b>	Diane Johnsson		
<b>SIGNATURE:</b>	/Diane Johnsson/		
<b>DATE SIGNED:</b>	08/06/2014		
<b>Total Attachments: 5</b>			
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TRADEMARK

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## TRADEMARK ASSIGNMENT

This Trademark Assignment is effective as of July 29, 2014 by and between **LUVOCRACY INC.**, a Delaware corporation (the “*Company*”), and **WAL-MART STORES, INC.**, a Delaware corporation (the “*Buyer*”).

WHEREAS, Company and Buyer entered into an Asset Purchase Agreement dated as of July 29, 2014 (the “*Asset Purchase Agreement*”);

WHEREAS, Company is the owner of all rights in the Trademarks (as defined in the Asset Purchase Agreement), which includes, but not limited to, those Trademarks set forth on Exhibit A; and

WHEREAS, pursuant to the Asset Purchase Agreement, Company agreed to sell, assign and transfer all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks.

NOW, THEREFORE, for good and valuable consideration paid by Buyer pursuant to the Asset Purchase Agreement, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Company does hereby sell, assign, transfer and convey unto Buyer, free and clear of all liens and encumbrances, all of Company’s right, title, and interest throughout the world in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including the right to recover for past infringements and misappropriations thereof.

FURTHER, Company hereby covenants, agrees and undertakes to execute all confirmatory assignments, lawful oaths, and any other papers which Buyer may deem necessary or desirable for securing to Buyer or for maintaining for Buyer the Trademarks hereby assigned.

***[Signature Page to Follow]***

IN WITNESS WHEREOF, this Trademark Assignment has been executed and delivered as of the date first written above.

COMPANY:

LUVOCRACY INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BUYER:

WAL-MART STORES, INC.

By: \_\_\_\_\_  
Name: NEIL ASHE  
Title: CHIEF EXECUTIVE OFFICER,  
GLOBAL E-COMMERCE

[Wal-Mart Stores, Inc. – Luvocracy Inc. – Trademark Assignment]

IN WITNESS WHEREOF, this Trademark Assignment has been executed and delivered as of the date first written above.

COMPANY:

LUVOCRACY INC.

By: [Signature]  
Name: NATHAN STOLL  
Title: CEO

BUYER:

WAL-MART STORES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Wal-Mart Stores, Inc. - Luvocracy Inc. - Trademark Assignment]

EXHIBIT A

Trademarks

*Mark: Buy It For Me*  
*Serial no.:* 85-913,327  
*International Class:* 35  
*Publication Date:* 2013-9-17  
*Country:* USA

*Mark: Clickless*  
*Serial no.:* 85-635,521  
*International Class:* 35, 36  
*Intent-to-Use Service Mark*  
*Country:* USA

*Mark: Curio*  
*Serial no.:* 85-736,322  
*International Class:* 38, 39  
*Publication Date:* 2013-4-1  
*Country:* USA

*Mark: Luvocracy*  
*Serial no.:* 85-697,163  
*International Class:* 35, 38  
*Registered:* 2014-6-17  
*Country:* USA

*Mark: Luvocracy*  
*Series no.:* 85-284,192  
*International Class:* 35  
*Registered:* 2013-3-5  
*Country:* USA

*Mark: Luvocracy*  
*Series no.:* 1614377  
*International Class:* 38  
*Registered:* Pending  
*Country:* Canada

*Mark: Luvocracy*  
*Series no.:* 1180260  
*International Class:* 35, 38  
*Registered:* 2013-2-7  
*Country:* WIPO

EXHIBIT A (CONTINUED)

Trademarks

*Mark:* **Clickless**

*Series no.:* 011198835

*International Class:* 35

*Registered:* 2013-2-20

*Country:* European Union