

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2754810

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ONERIOT, INC.	09/12/2011
RECEIVING PARTY DATA	
Name:	WAL-MART STORES, INC.
Street Address:	702 S.W. 8TH ST.
City:	BENTONVILLE
State/Country:	ARKANSAS
Postal Code:	72716
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13865087
CORRESPONDENCE DATA	
Fax Number:	(408)288-7542
Phone:	4082887588
Email:	tram.nguyen@stevenslawgroup.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	STEVENS LAW GROUP
Address Line 1:	1754 TECHNOLOGY DRIVE
Address Line 2:	SUITE 226
Address Line 4:	SAN JOSE, CALIFORNIA 95110
ATTORNEY DOCKET NUMBER:	WLMT-11100C1
NAME OF SUBMITTER:	DAVID R. STEVENS
Signature:	/David R. Stevens/
Date:	03/05/2014

Total Attachments: 8

source=One Riot and Wal-Mart Agreement#page1.tif

source=One Riot and Wal-Mart Agreement#page2.tif

source=One Riot and Wal-Mart Agreement#page3.tif

source=One Riot and Wal-Mart Agreement#page4.tif

source=One Riot and Wal-Mart Agreement#page5.tif

source=One Riot and Wal-Mart Agreement#page6.tif

source=One Riot and Wal-Mart Agreement#page7.tif

source=One Riot and Wal-Mart Agreement#page8.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 ONERIOT, INC., a Delaware corporation ("Assignor"), pursuant and subject to that certain Asset Purchase Agreement, dated as of September 11, 2011 by and among Buyer, Seller and the Significant Stockholders named 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, 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.

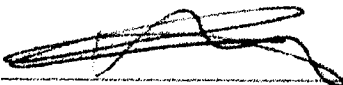
4. ***Counterparts.*** This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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.


ONERIOT, INC.
("Assignor")

By: 
Name: TOBIAS PEGGS
Title: CEO

State of Colorado
County of Boulder

Before me, the undersigned authority, on this day personally appeared Tobias Peggs, 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 OneRiot, Inc., as the CEO thereof, and for the purposes and consideration therein expressed.

Given under my hand and seal this 12th day of September, 2011.


NOTARY PUBLIC IN AND FOR THE STATE OF
COLORADO Expires 10/29/2013

ACKNOWLEDGED AND ACCEPTED BY:

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

By: *A. Schulmeyer*
Name: Andreas Schulmeyer
Title: SVP & CFO, Global eCommerce

State of California

County of San Mateo

Before me, the undersigned authority, on this day personally appeared Andreas Schulmeyer, 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 _____ thereof, and for the purposes and consideration therein expressed.

Given under my hand and seal this 9 day of September, 2011.



Vadim Alex Zilberleyb
NOTARY PUBLIC IN AND FOR THE STATE OF
CALIFORNIA

Signature Page to IP Assignment

PATENT
REEL: 027434 FRAME: 0701
REEL: 032359 FRAME: 0314

SCHEDULE 1

SELLER OWNED INTELLECTUAL PROPERTY

I. Patents

1. **U.S. Patent Application Serial Number 12/491,104**, filed Jun 24, 2009, entitled METHOD AND SYSTEM FOR RANKING WEB PAGES IN A SEARCH ENGINE BASED ON DIRECT EVIDENCE OF INTEREST TO END USERS. Inventors: David L. Young, Ioannis Pavlidis, William Randall Watler, Kimbal J. Musk, Peter J. Newcomb and Robert Reich.

2. **U.S. Patent Application Serial Number 12/578,421**, filed Oct 13, 2009, entitled SYSTEM AND METHOD FOR PROVIDING WEB SEARCH RESULTS TO A PARTICULAR COMPUTER USER BASED ON THE POPULARITY OF THE SEARCH RESULTS WITH OTHER COMPUTER USERS. Inventors: Alessio Signorini, Ioannis Pavlidis, Nathaniel Fisher, Scott Engstrom, Peter J. Newcomb, David L. Young and Ron Benson

II. Trademarks

1. Federal Registrations/Applications

MARK	COUNTRY	APP/REG NO.
MEDIUM	USA	App. No. 78/937,017; Reg. No. 3,362,469
ME.DIUM	USA	App. No. 77/086,765; Reg. No. 3,537,697
ME.DIUM	USA	App. No. 77/975,967; Reg. No. 3,522,389
Medium Logo Design	USA	App. No. 77/174,791; Reg. No. 3,493,473
ONERLOT	USA	App. No. 77/612,282; Reg. No. 3,745,333
ONERLOT	USA	App. No. 77/612,273
PULSERANK	USA	App. No. 77/843,848
RIOTWISE	USA	App. No. 77/841,606
CROWDRANK	USA	App. No. 77/538,758
Medium Logo Design	USA	App. No. 77/174,645
Medium Logo Design	USA	App. No. 77/174,602
Medium Logo Design	USA	App. No. 77/174,757
SEE	USA	App. No. 77/081,359
MEDIUM & Logo Design	Canada	App. No. 1,353,428

2. Common Law Trademarks/Logos



III. Copyrights

None.

IV. Domain Names

Domain Name	Vendor	Expiration
riotwize.com	GoDaddy	10/5/11
wiseriot.com	GoDaddy	10/5/11
riotcents.com	GoDaddy	11/14/11
riotsense.com	GoDaddy	11/14/11
oneriot.com.mx	Network solutions	1/30/12
oneriot.us	Network solutions	1/30/12
oneriotads.com	Network solutions	6/2/12
riotwiseads.com	Network solutions	6/2/12
riotfeeds.net	Network solutions	8/19/12
riotfeeds.us	Network solutions	8/19/12
dayriot.com	Network solutions	9/13/12
flyriot.com	Network solutions	9/13/12
highriot.com	Network solutions	9/13/12

hiriot.com	Network solutions	9/13/12
riotside.com	Network solutions	9/15/12
lriot.com	Network solutions	9/17/12
onriot.com	Network solutions	9/17/12
riyot.com	Network solutions	9/17/12
wonriot.com	Network solutions	9/17/12
riotse.com	Network solutions	9/19/12
oneriot.co.uk	Network solutions	1/30/13
noeriot.com	Network solutions	11/7/13
oenriot.com	Network solutions	11/7/13
on3riot.com	Network solutions	11/7/13
oneeriot.com	Network solutions	11/7/13
oneirot.com	Network solutions	11/7/13
oneri0t.com	Network solutions	11/7/13
oneriio.com	Network solutions	11/7/13
onerioot.com	Network solutions	11/7/13
oneriott.com	Network solutions	11/7/13
onerit.com	Network solutions	11/7/13
onerito.com	Network solutions	11/7/13
oneroit.com	Network solutions	11/7/13
onerot.com	Network solutions	11/7/13
onerriot.com	Network solutions	11/7/13
onneriot.com	Network solutions	11/7/13
onoriot.com	Network solutions	11/7/13
onreiot.com	Network solutions	11/7/13

ooneriot.com	Network solutions	11/7/13
riotfeeds.com	Network solutions	8/19/14
oneriot.com	Network solutions	9/13/14
trendingads.com	GoDaddy	12/16/14
getmedium.com	Network Solutions	1/13/13
searchmedium.net	Network Solutions	1/14/13
dium.com	MyDomain	12/27/14
mix-45.com	Network solutions	9/14/12
mix4t5.com	Network solutions	9/14/12
mixfortyfive.com	Network solutions	9/14/12
mixfourtyfive.com	Network solutions	9/14/12
the10thview.com	Network solutions	11/16/12
thetenthview.com	Network solutions	11/16/12
ifeelsocial.com	Network solutions	6/5/13
ifeelsocial.net	Network solutions	6/5/13
norobo.com	Network solutions	9/10/13
norobo.net	Network solutions	9/10/13
miadia.com	Network solutions	9/12/13
mix45.com	Network solutions	9/12/13
1r107.com	Network solutions	10/1/13
ordoo.com	Network solutions	10/8/15
ordo.com	Network Solutions	5/22/16

V. Proprietary Software

Source code and object code to OneRiot's internally created proprietary software for its mobile advertising, real-time search and toolbar products.

Production databases generated and used by the OneRiot services.

4845-0991-5402.3

RECORDED: 12/22/2011
RECORDED: 03/05/2014

PATENT
REEL: 027434 FRAME: 0706
REEL: 032359 FRAME: 0319