

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5119599

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ASHWIN KUMAR	08/30/2018
AMEYA AJAY SHENDRE	07/30/2018
PRATOSH DEEPAK RAJKHOWA	07/25/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WM GLOBAL TECHNOLOGY SERVICES INDIA PRIVATE LIMITED
<b>Street Address:</b>	RMZ CENTENNIAL, D BLOCK, 5TH FLR, PLOT #8D, DODDANAKUNDI INDUSTRIAL AREA, ITPL ROAD MAHADEVAPURA
<b>City:</b>	BANGALORE - KARNATAKA
<b>State/Country:</b>	INDIA
<b>Postal Code:</b>	560048
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15417929
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(602)364-7070
<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>Phone:</b>	602-364-7000
<b>Email:</b>	julie.eslick@bclplaw.com
<b>Correspondent Name:</b>	BRYAN CAVE LEIGHTON PAISNER LLP
<b>Address Line 1:</b>	TWO N CENTRAL AVENUE, SUITE 2100
<b>Address Line 2:</b>	JULIE A. ESLICK
<b>Address Line 4:</b>	PHOENIX, ARIZONA 85004
<b>ATTORNEY DOCKET NUMBER:</b>	WMT-17-383-US/0556083
<b>NAME OF SUBMITTER:</b>	JULIE A. ESLICK
<b>SIGNATURE:</b>	/Julie A. Eslick/
<b>DATE SIGNED:</b>	08/30/2018
<b>Total Attachments: 7</b>	
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## **ASSIGNMENT**

WHEREAS, Ashwin Kumar, an individual residing in Bangalore, India, and Ameya Ajay Shendre, an individual residing in Bangalore, India, and Pratosh Deepak Rajkhowa, an individual residing in Bangalore, India, (collectively referred to herein as the "ASSIGNOR") previously entered into agreements (hereinafter referred to as the "WM Global Agreements") with WM Global Technology Services India Private Limited, an Indian company (hereinafter referred to as "WM Global"), under which ASSIGNOR assigned and/or agreed to assign to WM Global ASSIGNOR's right, title, and interest in, to, and under any and all subject matter developed by ASSIGNOR during ASSIGNOR's engagement with WM Global;

WHEREAS, after entering into the WM Global Agreements, ASSIGNOR executed an agreement (hereinafter referred to as the "Parent Agreement"), dated January 27, 2017, assigning, transferring, setting over, conveying, and delivering and agreeing to assign, transfer, set over, convey, and deliver to Wal-Mart Stores, Inc., a Delaware corporation, having a principal place of business located at 702 SW 8th Street, Bentonville, Arkansas 72716, its successors and assigns (collectively referred to herein as "Parent"), ASSIGNOR's right, title, and interest in, to, and under any and all subject matter disclosed and/or claimed in the application(s) for patent(s) listed on Exhibit A hereto, where ASSIGNOR entered into the Parent Agreement in error;

WHEREAS, ASSIGNOR previously intended and now desires to assign, transfer, set over, convey, and deliver and to agree to assign, transfer, set over, convey, and deliver to WM Global, its successors and assigns (collectively referred to herein as the "ASSIGNEE"), rather than to Parent, ASSIGNOR's right, title, and interest in, to, and under any and all subject matter disclosed and/or claimed in the application(s) for patent(s) listed on Exhibit A; and

WHEREAS, to the extent, under the Parent Agreement, ASSIGNOR assigned, or agreed to assign, to Parent any right, title, and interest in, to, and under any subject matter disclosed and/or claimed in the application(s) for patent(s) listed on Exhibit A, ASSIGNOR hereby voids *ab initio* any such assignment, transfer, setting over, conveyance, and delivery of such right, title, and interest and any such agreement to assign, transfer, set over, convey, and deliver such right, title, and interest;

NOW, THEREFORE, in consideration of the WM Global Agreements, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby irrevocably assign, transfer, set over, convey, and deliver and will irrevocably assign, transfer, set over, convey, and deliver, or to the extent already irrevocably assigned, transferred, set over, conveyed, and delivered, does hereby confirm such irrevocable assignment, transfer, setting over, conveyance, and delivery to ASSIGNEE, all of ASSIGNOR's right, title, and interest in, to, and under any and all subject matter disclosed and/or claimed in the application(s) for patent listed on Exhibit A hereto, copies of which have been provided to ASSIGNOR and ASSIGNOR has reviewed; in, to and under the application(s) and any and all utility, design, provisional, non-provisional, continuation, continuation-in-part, continued

prosecution, request-for-continued-examination, and divisional applications thereof; in, to, and under, ASSIGNOR's exclusive right to make and prosecute any and all applications for patents, reissues, renewals, and extensions thereof; in, to, and under any and all patents and Convention and Treaty rights of all kinds, in the United States of America and all other countries throughout the world, for all such subject matter; in, to, and under any and all know-how and/or confidential, proprietary, and/or trade secret information relating to any such subject matter, applications, patents, and/or technology; in, to, and under the right to sue for present, past, and future infringement or misappropriation relating to any such subject matter, applications, patents, and/or technology; in, to, and under the right to enforce any rights and file any causes of action, in law and/or equity, relating to any such subject matter, applications, patents, and/or technology; and in, to, and under the right to all income, royalties, fees, damages, and payments now or hereafter due or payable in respect to any such subject matter, applications, patents, and/or technology. The right, title, and interest is to be held and enjoyed by ASSIGNEE and its successors and assigns as fully and exclusively as it would have been held and enjoyed by ASSIGNOR had this assignment not been made. ASSIGNOR requests the applicable official having authority to issue patents and/or corresponding rights to issue same on the subject matter of the invention(s) to ASSIGNEE, its successors and assigns, and, if called upon by ASSIGNEE, its successors, assigns, or legal representatives, ASSIGNOR agrees to promptly sign any and all documents necessary to secure any and all such patents and/or rights and for issuance of same to ASSIGNEE or its successors and assigns.

ASSIGNOR covenants with ASSIGNEE, its successors, assigns, and legal representatives, that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license, or other encumbrance.

ASSIGNOR grants to ASSIGNEE, its successors, assigns, and legal representatives the power to insert on this Assignment any further identification, including the application numbers and filing dates, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, and/or any other patent office in any other country throughout the world, for recordation of this document.

ASSIGNOR confirms that ASSIGNOR has not made any agreement in conflict with this Assignment. ASSIGNOR further agrees that ASSIGNOR will provide information within ASSIGNOR's knowledge or belief, and do any and all other relevant things that ASSIGNEE, its successors, assigns, or legal representatives deem necessary or desirable and request of ASSIGNOR in connection with obtaining and/or maintaining any such patents and/or rights; in connection with any proceeding, controversy, and/or litigation pertaining to any such patents and/or rights; in order to perfect and/or enforce the ownership by ASSIGNEE, its successors and assigns, of the right, title, and interest conveyed by this Assignment; and/or in connection with this Assignment, without payment of consideration to ASSIGNOR beyond that called for in the WM Global Agreements on the understanding, however, that ASSIGNEE will bear all reasonable expenses actually incurred for or in connection with such matters. This

Assignment and the obligations assumed by ASSIGNOR shall be binding on ASSIGNOR's heirs and personal representatives.


ASSIGNOR confirms that each individual of ASSIGNOR is a true inventor of the subject matter described in the application(s) for patent(s) listed on Exhibit A, and that there are no other individuals who are true inventors of the subject matter described in the application(s) for patent(s) listed on Exhibit A who are not listed as ASSIGNOR on this document or the Parent Agreement.

**[SIGNATURE \*\*PAGE FOLLOWS/PAGES FOLLOW\*\*]**

**Exhibit A**

<b>Pat. App. Ser. No.</b>	<b>Country</b>	<b>Title</b>	<b>Filing Date</b>
15/417,929	US	System For Improving In-Store Picking Performance And Experience By Optimizing Tote-Fill And Order Batching Of Items In Retail Store And Method Of Using Same	01-27-2017

Date: 08/30/2018

  
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Ashwin Kumar

Attorney Docket No. WMT-17-383-US / IR 3194US01/ 0556063

Date: 30/07/2018

Ameya  
Ameya Ajay Shendre

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Date: 25 JULY 2018

Pratosh  
Pratosh Deepak Rajkhowa