505828000 12/18/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

EPAS ID: PAT5874831

CONVEYING PARTY DATA

Name	Execution Date
NICHOLAS O. THOMAS	03/27/2018
JASON SCOTT COYLE	03/26/2018
JESSICA L. SOLANA	04/24/2015
MUSTAFA A. HARCAR	03/21/2018

RECEIVING PARTY DATA

Name:	WAL-MART STORES, INC.
Street Address:	702 SOUTHWEST 8TH STREET
City:	BENTONVILLE
State/Country:	ARKANSAS
Postal Code:	72716

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16716208

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	8842-148383-US_1878US03
NAME OF SUBMITTER:	JENNIFER V. SUAREZ
SIGNATURE:	/Jennifer V. Suarez/
DATE SIGNED:	12/18/2019

Total Attachments: 7

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PATENT 505828000 REEL: 051321 FRAME: 0259

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Walmart Reference No. 1878US02 Attorney Docket 8842-139206-US Walmart Reference No. 1878WO01 Attorney Docket 8842-139206-WO

ASSIGNMENT

I, for good and valuable consideration, receipt of which is hereby acknowledged, have assigned and do hereby assign, which confirms any previous assignment by me or by operation of law, to Wal-Mart Stores, Inc., a Delaware corporation, having its principal place of business at 702 Southwest 8th Street, Bentonville, AR 72716, United States of America ("Assignee"), its successors, assigns, and legal representatives, the entire right, title, and interest, in and to all subject matter and improvements invented, made, or conceived by me and described in the applications for patent entitled

CONVEYOR AND LOGIC SYSTEMS TO RETURN, BALANCE, AND BUFFER PROCESSED OR EMPTY TOTES

relating to the patent family of Walmart Reference No. 1878US02; having Patent Application Number 15/883,248, filed January 30, 2018, and International Application Number PCT/US2018/015856, filed January 30, 2018, and in and to all patent and all patent convention and treaty rights of all kinds, including the right to claim priority from said applications, and all rights in and to any utility model, continuation, continuation-in-part, and divisional application therefrom, and any reissue or re-examination as to any patent issuing therefrom, in all countries throughout the world, for all such subject matter described therein, including all rights of action and rights to recover damages for past infringements.

I agree that on request and without further consideration, I will communicate to the Assignee or its representatives or nominees any facts known to me respecting the inventions and improvements and testify in any legal proceeding, make all rightful oaths, sign all lawful papers, and execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent, utility model, or other similar rights in all countries including, but not limited to, any provisional, non-provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, for any derivation proceedings relating thereto, and, as to any patents that issue from such applications, for any supplemental examination, derivation proceeding, opposition, post grant review, reissue, re-examination, *inter partes* review, or extension thereof, and generally do everything possible to aid the Assignee, its successors, assigns, and nominees to obtain and enforce proper patent protection for the invention and its improvements in all countries.

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Walmart Reference No. 1878US02 Attorney Docket 8842-139206-US Walmart Reference No. 1878WO01 Attorney Docket 8842-139206-WO

Inventor's Signature:

Date:

Inventor's Address:

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(Given names first, Family name last)

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Legal Name of Inventor:

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Nicholas O. Thomas

Legal Name of Inventor:
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Inventor's Signature:

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Walmart Reference No. 1878US02 Attorney Docket 8842-139206-US Walmart Reference No. 1878WO01 Attorney Docket 8842-139206-WO

Legal Name of Inventor: (Given names first, Family name last)

Inventor's Signature:

Date:

Inventor's Address:

Mustafa A. Harcar

221 Foxglove Street Centerton, Arkansas 72712 United States of America

Name of Grantee:	JESSICA SOLANA
Walmart Identification Number:	216149961

NON-DISCLOSURE AND RESTRICTED USE AGREEMENT

This Non-Disclosure and Restricted Use Agreement (this "Agreement") is made and entered into by and between Wal-Mart Stores, Inc., a Delaware corporation ("Walmart") and the individual accepting this Agreement electronically ("Associate"), identified herein as a "Party" or "Parties." This Agreement is effective as of the date on which Associate accepts the terms of this Agreement electronically. In consideration of and as a condition to: (i) Associate receiving certain information concerning Walmart; (ii) Associate's continued employment with Walmart; and (iii) the grant of any equity award to Associate by Walmart in Walmart's fiscal year ending January 31, 2016 ("fiscal 2016"); as well as the mutual promises herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending legally to be bound, hereby agree as follows:

I. Access to Confidential Information.

- 1. During the course of Associate's job duties, Associate will or may have access to information that comprises, includes or constitutes trade secrets, proprietary, private and confidential information involving Walmart's businesses, employees, customers and suppliers (collectively, "Walmart Information") and/or any works of authorship, trade secrets, innovations, inventions, processes, systems, or patentable creations, whether or not registered or patented (collectively, "Walmart Intellectual Property"). Access to Walmart Information and Walmart Intellectual Property is provided to Associate for the sole purpose of performing Associate's job.
- 2. Associate may generate analyses, recommendations, proposals and other results based upon Walmart Information or Walmart Intellectual Property. Such analyses, recommendations, proposals and other results shall also be within the definition of Walmart Information and/or Walmart Intellectual Property.
- 3. Walmart Information shall not include any information that is generally known to the public or otherwise publicly available without restriction, other than through the wrongful act of the party receiving the information.





IV. Ownership, Assignment, Power of Attorney and Disclosure.

1. Ownership. Associate agrees and acknowledges that all ownership rights in Walmart Information are hereby assigned to Walmart. To the extent that Associate obtains any rights in Walmart Information, such rights are hereby assigned upon creation to Walmart without the need for any further documentation, consideration or payment by Walmart for disclosure, ownership or use. Associate agrees and acknowledges that the rights to any Walmart Intellectual Property, written, conceived, originated, discovered, or developed in whole or in part by Associate (1) during the Associate's period of the employment with Walmart; (2) as a result of any work performed by Associate with Walmart's equipment, supplies, facilities, trade secret information, or other Walmart resources; (3) on Walmart's time, or (4) related to Walmart's existing or contemplated business, shall be the sole and exclusive property of Walmart. Associate hereby assigns to Walmart all right title, and interest Associate may have or acquire in, and to all such Walmart Intellectual Property. Any copyrightable works created in whole or part by Associate with regard to, or comprising, Walmart Information, shall be works-made-for-hire under the applicable copyright laws. To the extent any such Walmart Intellectual Property created for Walmart by Associate or with Associate's assistance is not a work-made-for-hire as defined under the U.S. Copyright Act, Associate hereby assigns and transfers to Walmart all rights, title, and interest Associate has or may acquire to all such works. Associate agrees to sign and deliver to Walmart, either during or subsequent to the term of the Agreement, such other documents as Walmart considers desirable to evidence (a) the

assignment of all rights of Associate to Walmart, if any, in any such Walmart Intellectual Property, or (b) Walmart's ownership of any such Walmart Intellectual Property. Associate recognizes that in some jurisdictions, patent laws require that patent applications be filed in the name of the true and actual inventor of the subject matter to be patented. Associate agrees to be named in any such patent applications although actual ownership shall vest in Walmart.

2. Power of Attorney. In the event Walmart is unable to secure Associate's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any innovation or copyrightable work referred to above, Associate irrevocably designates and appoints Walmart and each of its duly authorized officers and agents as Associate's agent and attorney-infact, to act for and on Associate's behalf, and to execute and file any such document and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, and other intellectual property rights.





4. By accepting this agreement electronically, you accept, without limitation or qualification, all of the terms of this Agreement. If you instead choose to decline this Agreement electronically, you will forfeit this equity award.

DM#7536358 Version: 7536358

RECORDED: 12/18/2019

Decision and Date: Accepted 4/24/2015 10:57:10 AM ET