## 508765135 09/18/2024

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI502906

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

#### **CONVEYING PARTY DATA**

Name	Execution Date
Spatialand	03/13/2024

### **RECEIVING PARTY DATA**

Company Name:	Walmart Inc.	
Street Address:	702 SW 8th St,	
City:	BENTONVILLE	
State/Country:	ARKANSAS	
Postal Code:	ostal Code: 72716	

## **PROPERTY NUMBERS Total: 2**

Property Type	Number
Application Number:	62462858
Patent Number:	10564800

#### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** (479275-0847

**Email:** ulysses.williams@walmartlegal.com

Correspondent Name: Mr. Ulysses Williams III

Address Line 1: 221 River Street

Address Line 2: 8th floor

Address Line 4: Hoboken, NEW JERSEY 07030

NAME OF SUBMITTER:	Ulysses Williams	
SIGNATURE:	Ulysses Williams	
DATE SIGNED:	09/18/2024	
This document serves as an Oath/Declaration (37 CFR 1.63).		

#### **Total Attachments: 4**

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source=Spatialand Assignment to Walmart Inc .docx#page2.tiff

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PATENT REEL: 068619 FRAME: 0422

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#### ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS ("<u>Assignment</u>"), effective as of March 13 , 2024, is entered into by and between SPATIALAND INC., a Delaware corporation ("<u>Assigner</u>"), and WALMART INC., a Delaware corporation ("<u>Assignee</u>"). Except as otherwise defined herein, capitalized terms used in this Assignment shall have the meanings ascribed to them in the Asset Purchase Agreement dated as of <u>January 29</u>, 2018 by and between Assignee and Assignor (the "<u>Purchase Agreement</u>").

WHEREAS Assignor is the owner of all right, title, interest, and goodwill in and to the patents, patent applications listed in the attached **Schedule A** (the "Patents and Patent Applications"); and

WHEREAS, in connection with the Purchase Agreement, Assignor has agreed to assign, sell and transfer its entire right, title and interest in and to the Patents to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Assignor does hereby assign, sell and transfer to Assignee all of its right, title and interest in and to the Patents. Assignor does further consent to the recordation of this Assignment with any governmental agency.

Assignor authorizes the Commissioner for Patents of the United States Patent and Trademark Office and any other national, federal, and state government officials to record and register this Assignment upon request by Assignee. Assignor agrees to (a) execute all oaths, assignments, applications, and other papers and documents necessary to fully secure to Assignee the right, title and interest conveyed herein and to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives and (b) take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Patents in a form acceptable for recordation in the United States Patent and Trademark Office or any applicable foreign equivalent.

In the event that Assignor is unable or unwilling to fully perform its obligations under this Assignment, to the extent necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives, Assignor hereby irrevocably designates and appoints Assignee or its assigns and their duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and in Assignor's behalf and instead of Assignor, to execute and file any registration, application or other document and to do all other lawfully permitted acts in connection with the Patents and related rights assigned to Assignee hereunder.

This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or electronic (PDF) counterpart signatures shall be acceptable and binding.

This Assignment is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Purchase Agreement. This Assignment shall not replace, substitute, expand or extinguish any obligation or

PATENT REEL: 068619 FRAME: 0423 provision of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall control.

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PATENT REEL: 068619 FRAME: 0424 IN WITNESS WHEREOF, Assignor and Assignee have caused this ASSIGNMENT OF PATENTS to be executed as of the date first written above.

ASSIGNOR:	ASSIGNEE:
SPATIALAND, INC.	WALMART INC.
By:	By:
Name: Geoffrey Edwards	Name: Nuala O'Connor
Title: Assistant Secretary	Title: SVP DIGITAL CITIZENSHIP

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# SCHEDULE A

# PATENTS AND PATENT APPLICATIONS

Application	Patent	Reference	Title
Number	Number	Number	
62/462858	n/a	5713US01	METHOD AND APPARATUS FOR TOOL SELECTION
			AND OPERATION IN A COMPUTER-GENERATED
			ENVIRONMENT
15/902640	10,564,800	5713US02	METHOD AND APPARATUS FOR TOOL SELECTION
			AND OPERATION IN A COMPUTER-GENERATED
			ENVIRONMENT

PATENT REEL: 068619 FRAME: 0426

**RECORDED: 09/18/2024**