

05-19-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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5.1.00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other

- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002075 FRAME: 0360

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75-410577"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

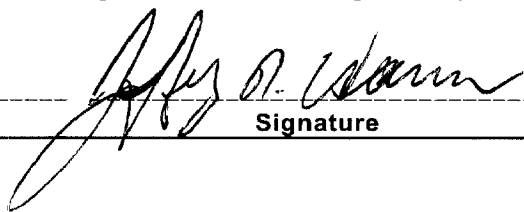
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jeffrey D. Warren
Name of Person Signing



Signature

4-26-00
Date Signed

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of January 12, 2000 (the "Effective Date"), by and between Fresh Intellectual Properties, Inc., a Delaware corporation, having a place of business at 350-1013 Center Road, Wilmington, DE 19085 ("Assignor"), and Floral Works, Inc. a Delaware corporation, having a place of business at 4031 S. 37th Street, Phoenix, Arizona 85040 ("Assignee").

WHEREAS, Assignor adopted, owns and is using the trademark "Floral Works" in connection with a wholesale distributorship services business featuring flowers, plants and other floral products and Assignor has applied to register the trademark on the Principal Register of the United States Patent and Trademark Office, Application Serial No. 75-410577 filed on December 17, 1997 for which a Statement of Use has been filed and a copy has been furnished to Assignee (the "Trademark");

WHEREAS, Assignee is desirous of acquiring all rights, title and interest of Assignor in and to the Trademark and the above mentioned application, together with the goodwill of the business symbolized by said Trademark throughout the world; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest as Assignor may possess in and to the Trademark and the above mentioned application, together with the goodwill of the business symbolized by said Trademark throughout the world.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties hereby agree as follows:

ASSIGNMENT. For ten (10) dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee all rights, title and interest as Assignor may possess anywhere in the world in and to the Trademark and the above mentioned application, together with the goodwill of the business symbolized by said Trademark.

FURTHER ASSURANCES. Assignor, upon the reasonable request of Assignee, shall perform such further acts and execute and deliver such further documents and/or instruments which may be reasonably necessary or appropriate to carry out the provisions of this Assignment, and shall cooperate fully to assure that the Trademark is properly assigned to Assignee and properly recorded at any appropriate administrative agency, including but not limited to, the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

Fresh Intellectual Properties, Inc.

Floral Works, Inc.

By: William E. Shea
Title: President
Date: 1/12/2000

By: Michael R. ...
Title: President
Date: 1/12/2000