



FORM PTO-1594 (modified) (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

08-10-2001



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Comm.

101806447

of the attached original documents or copy thereof.

1. Name of conveying party(ies): 8-03-01
 Flowers & Flowers, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Florida
 Other: _____
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: Gerald Stevens, Inc.
 Internal Address: _____
 Street Address: 1800 Eller Drive
 City: Ft. Laurderdale State: FL ZIP: 33316
 Individual(s) citizenship: _____
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation-State: Delaware
 Other: _____
 If assignee is not domiciled in the United States, a domestic representative designation is attached? Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: Asset Purchase Agreement
 Execution Date: September 30, 1999

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
1,744,960

Additional numbers attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Ann K. Ford
 Internal Address: _____
PIPER MARBURY RUDNICK & WOLFE LLP
 Street Address: 1200 Nineteenth Street, NW
 City: Washington State: DC ZIP: 20036

6. Total number of applications and registrations involved: 1
 7. Total fee (37 C.F.R. § 3.41). \$ 40.00
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number:
501150
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.
Ann K. Ford [Signature] 8/2/01
 Name of Person Signing Signature Date

Total no. of pages incl. cover sheets, attachments, and document: 5

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

TRADEMARK REEL: 002345 FRAME: 0034

4000 DP 08/09/2001 UNELLER 00000045 101806447

CONTINUATION

Continuation of Item 1:

Israel Sands (Individual)
Citizenship: Florida

Continuation of Item 2:

Kuhn & Exotic LLC
1800 Eller Drive
Fort Lauderdale, FL 33316
A limited liability corporation under the laws of Florida.

EXECUTION COPY

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made this 30th day of September, 1999, by and among FLOWERS & FLOWERS, INC., a Florida corporation ("Seller"), ISRAEL SANDS (the "Shareholder"), GERALD STEVENS, INC., a Delaware corporation and KUHN & EXOTIC, LLC, a Florida limited liability company ("Purchaser").

WHEREAS, the Seller is engaged in the retail floral business (the "Business") through the sale of cut flowers and related items in one (1) store owned and operated by the Seller under the name and mark "Flowers & Flowers" (the "Retail Store") at the following location:

925 Lincoln Road
Miami Beach, Florida

WHEREAS, the Shareholder owns 100% of the issued and outstanding shares of capital stock of the Seller.

WHEREAS, Seller desires to sell, transfer and assign to the Purchaser, and Purchaser agrees to purchase from Seller, substantially all of the assets, properties and business of the Seller, other than Excluded Assets (as defined below) for an amount in cash, all as herein provided and on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, in consideration of the foregoing recitals and the mutual promises, covenants and representations herein contained, agree as follows:

1. Purchase and Sale of the Assets

(a) **Purchased Assets.** Upon the terms set forth herein, Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall acquire from Seller, free and clear of all liens, mortgages, pledges, security interests, claims, assessments, restrictions, encumbrances and charges of any kind, all assets of the Seller on the date of the Closing (as defined below) (collectively, the "Purchased Assets"). Without limiting the generality of the foregoing, the Purchased Assets include:

- (i) all inventory (the "Inventory");

(ii) all machinery, equipment, vehicles, furniture, supplies and other personal property and all rights, warranties and claims pertaining thereto (the "Equipment");

(iii) all purchase orders, contracts and agreements for the purchase of goods, merchandise and/or services from Seller which are set forth on Schedule 1(a) (the "Purchased Contracts");

(iv) all telephone listings and telephone numbers of Seller and all telephone and other advertising, including all prepaid expenses thereon and all signs owned by Seller;

(v) the trade name "Flowers & Flowers" ("Name") and all other trade names, trademarks, trade secrets and other intangible property and rights relating to the products or businesses of the Seller;

(vi) all accounts receivable, notes receivable, amounts owing from wire services and other third parties, and all other receivables, allowances and credits of any kind;

(vii) original copies of all books, records, information and data, of every type and in whatever form recorded, pertaining to business done by Seller or from Seller's place of business and currently used or useful in connection with the Purchased Assets, including, but not limited to, all invoices, customer lists and records, personnel records, sales records, and notices received, but excluding tax returns, corporate minute books and personnel records pertaining to Seller's former employees; and

(viii) cash of at least (and Seller will indemnify the Purchaser if and to the extent cash as of the Closing is less than such amount).

(b) **Excluded Assets.** Anything to the contrary in Section 1(a) notwithstanding, the Purchased Assets shall exclude the following assets of the Seller (the "Excluded Assets"):

(i) the right to receive any refunds of taxes paid by the Seller prior to the Closing;

(ii) any accounts receivable owed by any shareholder, officer, director or employee of the Seller other than for the purchase of inventory; and

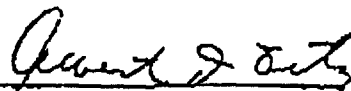
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IN WITNESS WHEREOF, the parties hereto, intending to be bound hereby, have caused this Agreement to be executed the day and year first above written.

KUHN & EXOTIC, LLC


By: Gerald Stevens, Inc.
Its: Sole Member


By: _____ Albert J. Detz,
Its: _____ Senior Vice President

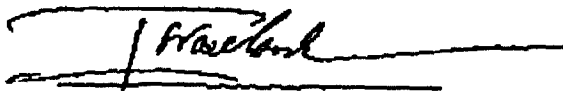
GERALD STEVENS, INC.


By: _____ Albert J. Detz,
Its: _____ Senior Vice President

FLOWERS & FLOWERS, INC.


By: _____
Its: _____

SHAREHOLDER:


Israel Sands