

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The WineTasting Network		12/31/2013	CORPORATION: CALIFORNIA
1-800-Flowers.com, Inc.		12/31/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TSG LLC
Street Address:	9225 Clayton Road
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63124
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2639398	AMBROSIA
Registration Number:	2882034	DIRECT FROM THE TASTING ROOM TO YOU
Registration Number:	1935603	PRIVATE TASTING
Registration Number:	2026856	TASTING PANEL
Registration Number:	2613672	VINTNER'S SELECT
Registration Number:	2753540	
Registration Number:	2798173	WINETASTING
Registration Number:	2753541	WINETASTING.COM
Registration Number:	2822354	WINE TASTING NETWORK
Registration Number:	3824555	WTN SERVICES

CORRESPONDENCE DATA

Fax Number: 314612301

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

OP \$265.00 2639398

via US Mail.

Phone: 314-444-7600
Email: ipdept@lewisrice.com
Correspondent Name: Nora S. Coggin
Address Line 1: Lewis, Rice & Fingersh, L.C.
Address Line 2: 600 Washington Avenue, Suite 2500
Address Line 4: St. Louis, MISSOURI 63101

NAME OF SUBMITTER:	Nora S. Coggin
Signature:	/nsg/
Date:	02/25/2014
Total Attachments: 5 source=TrademarkAssignmentAgreement#page1.tif source=TrademarkAssignmentAgreement#page2.tif source=TrademarkAssignmentAgreement#page3.tif source=TrademarkAssignmentAgreement#page4.tif source=TrademarkAssignmentAgreement#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), is dated as of December 31, 2013, and is by and among **THE WINE TASTING NETWORK**, a California corporation, **1-800-FLOWERS.COM, INC.**, a Delaware corporation (collectively "Assignors"), and TSG LLC, a Missouri limited liability company ("Assignee").

RECITALS

A. This Agreement is entered into to effect the transactions contemplated by that certain Asset Purchase Agreement of even date herewith by and among Assignors and Assignee (the "APA"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the APA;

B. The Assignors own all right, title and interest in and to the trademarks and trademark registrations and trademark applications listed in Exhibit A attached hereto (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

C. Assignee desires to acquire, and each Assignor desires to assign all of its rights, title and interest in and to the Trademarks, to Assignee.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing Recitals, the consideration set forth in the APA and for other good and valuable consideration, the receipt and sufficiency all of which are hereby acknowledged, the parties hereby agree as follows:

Each Assignor hereby sells, assigns, transfers and conveys to Assignee its entire right, title, interest in and to the Trademarks together with the accompanying goodwill and that portion of the business represented and symbolized by the Trademarks (including, without limitation, the right to apply to renew the associated registrations, the right to apply for trademark registrations based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made (the "Assignment").

Each Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration for the Trademarks to Assignee as assignee of such Assignor's entire right, title and interest therein. Each Assignor agrees to further execute any documents reasonably necessary to effect this Assignment or to confirm Assignee's ownership of the Trademarks.

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

THE WINE TASTING NETWORK,
a California corporation

By: _____

Print Name: _____

Title: _____

1-800-FLOWERS.com, Inc.
a Delaware corporation

By: _____

Print Name: _____

Title: _____

Collectively, "*Assignors*"

TSG-LLC,
a Missouri limited liability company

By: _____

Steven F. Schepman, Jr., President

"Assignee"

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK

REEL: 005223 FRAME: 0244

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

THE WINE TASTING NETWORK,
a California corporation

By: _____

Print Name: _____

Title: _____

1-800-FLOWERS.com, Inc.
a Delaware corporation

By:  _____

Print Name: CHRISTOPHER MCCANN

Title: PRESIDENT

Collectively, "*Assignors*"

TSG LLC,
a Missouri limited liability company

By: _____

Steven F. Schepman, Jr., President

"*Assignee*"

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

THE WINE TASTING NETWORK,
a California corporation

By: _____

Print Name: _____

Title: _____

1-800-FLOWERS.com, Inc.
a Delaware corporation

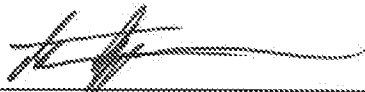
By: _____

Print Name: _____

Title: _____

Collectively, "*Assignors*"

TSG LLC,
a Missouri limited liability company

By:  _____

Steven F. Schepman, Jr., President

"Assignee"

EXHIBIT A
to
TRADEMARK ASSIGNMENT AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Registered Trademarks

Mark	Serial No.	Registration No.	Registration Date	Class	Owner
AMBROSIA	76358847	2639398	10/22/2002	33	1-800- FLOWERS.COM, INC.
DIRECT FROM THE TASTING ROOM TO YOU	76040226	2882034	9/7/2004	35, 42	The Winetasting Network
PRIVATE TASTING	74611660	1935603	11/14/1995	42	The Winetasting Network
TASTING PANEL	75025098	2026856	12/31/1996	42	The Winetasting Network
VINTNER'S SELECT	75706302	2613672	9/3/2002	42	The Winetasting Network
WINE GLASS DESIGN	76039779	2753540	8/19/2003	35	The Winetasting Network
WINETASTING (& Design)	76039781	2798173	12/23/2003	35	The Winetasting Network
WINETASTING.C OM (& Design)	76039780	2753541	8/19/2003	35	The Winetasting Network
WINE TASTING NETWORK	76447971	2822354	3/16/2004	35	The Winetasting Network
WTN SERVICES	77891388	3824555	7/27/2010	35, 39	1-800- FLOWERS.COM, INC.