

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468320

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
1-800-Flowers.com, Inc.		06/17/2015	Corporation: DELAWARE
Fine Stationery, Inc.		06/17/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fine Stationery International, LLC		
Street Address:	1313 North St. #303		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3317559	FINESTATIONERY.COM	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	8583451067		
Email:	Pollie@gandalegal.com		
Correspondent Name:	Pollie Gautsch		
Address Line 1:	665 San Rodolfo Dr. #124-209		
Address Line 4:	Solana Beach, CALIFORNIA 92075		
ATTORNEY DOCKET NUMBER:	Finest Stationery		
NAME OF SUBMITTER:	Pollie Gautsch		
SIGNATURE:	/pg/		
DATE SIGNED:	04/03/2018		
Total Attachments: 4			
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OP \$40.00 3317559

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is entered into as of the 11th day of June, 2015, by and among FINE STATIONERY, INC., a Delaware corporation, 1-800-FLOWERS.COM, INC., a Delaware corporation (collectively, "Assignors") and FINE STATIONERY INTERNATIONAL, LLC, a Delaware limited liability company ("Assignee").

RECITAL:

A. This Assignment is entered into to effect the transactions contemplated by that certain Asset Purchase Agreement dated as of May 29, 2015 by and among Assignors and Assignee ("APA"). Capitalized terms contained but not otherwise defined herein shall have the same meanings herein as are given to them in the APA.

NOW, THEREFORE, for and in consideration of the foregoing Recital, 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:

- 1. ASSIGNMENT BY ASSIGNORS.** Each Assignor hereby grants, conveys, assigns, transfers, delivers and sets over to Assignee all of such Assignor's right, title and interest in, to and under each Acquired Contract to which such Assignor is a party, free and clear of all Encumbrances.
- 2. ASSUMPTION BY ASSIGNEE.** Assignee hereby (a) accepts the foregoing assignment by Assignors, (b) assumes all of each Assignor's rights, duties and obligations under each Acquired Contract to which such Assignor is a party to the extent that such rights, duties and obligations first arise and are to be performed after the Closing Date; (c) agrees to be bound by and to pay, perform and discharge all of each Assignor's duties and obligations under the Acquired Contracts arising after the Closing Date. Pursuant to the APA, in consideration for the sale and transfer of the Assets by Seller, Purchaser hereby undertakes to assume, pay, perform, satisfy and discharge all of the Assumed Liabilities as defined in Section 2.3 of the APA (and only the Assumed Liabilities).
- 3. CONFLICT WITH APA.** This Assignment is subject to all of the terms and conditions of the APA, and Assignors hereby remake and restate only those representations and warranties made by them in the APA. No provision of this Assignment shall be deemed to enlarge, alter, void or amend the terms or provisions of the APA. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Assignment and the terms and conditions of the APA, the terms and conditions of the APA shall control.
- 4. BINDING EFFECT.** This Assignment shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.
- 5. AMENDMENT AND MODIFICATION.** No amendment, modification, supplement, termination, consent or waiver of any provision of this Agreement, nor consent to any departure herefrom, will in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the same is sought. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given.

6. **GOVERNING LAW.** This Assignment shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Delaware, without giving regard to its conflict of laws principles or rules.

7. **COUNTERPARTS.** This Assignment may be executed in one or more counterparts, including electronically transmitted counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same Assignment. Any party so delivering a counterpart of this Assignment via electronic transmission shall promptly deliver an original counterpart upon request of the other party.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date first written above.

FINE STATIONERY, INC.

By: W. E. Shea
Name: William E Shea
Title: VP + TREASURER

1-800-FLOWERS.COM, INC.

By: W. E. Shea
Name: William E Shea
Title: SVP + CFO

(collectively, "Assignors")

FINE STATIONERY INTERNATIONAL, LLC

By: _____
Name: _____
Title: _____

("Assignee")

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date first written above.

FINE STATIONERY, INC.

By: _____

Name: _____

Title: _____

1-800-FLOWERS.COM, INC.


By: _____

Name: _____

Title: _____

(collectively, "*Assignors*")

FINE STATIONERY INTERNATIONAL, LLC

By:  _____

Name: M. Reinstein

Title: Authorized Signatory

(*Assignee*)