

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536113

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Giftco, LLC		08/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PlanetArt, LLC		
Street Address:	23801 Calabasas Road		
City:	Calabasas		
State/Country:	CALIFORNIA		
Postal Code:	91302		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3243130	GIFTS.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:	617 999 4681		
Email:	tdunn@culhanemeadows.com		
Correspondent Name:	Thomas F. Dunn		
Address Line 1:	60 State Street		
Address Line 2:	Suite 700		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	Thomas F. Dunn		
SIGNATURE:	/Thomas F. Dunn/		
DATE SIGNED:	08/11/2019		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of August 1, 2019, by and between Provide Creations, Inc., a Delaware corporation, and GiftCo, LLC, a Delaware limited liability company (collectively, "Assignors"), and PlanetArt, LLC, a Delaware limited liability company ("Assignee" and, collectively with Assignors, the "Parties").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of June 23, 2019, by and among the Assignors, Assignee, Provide Commerce, LLC, and FTD, Inc. (the "Asset Purchase Agreement"), Assignors desire to assign to Assignee, by recordable instrument, all of their right, title and interest in and to the marks identified in Exhibit A hereto (the "Marks"), together with the goodwill of the business pertaining thereto. Capitalized terms used herein but not otherwise defined shall have the meanings assigned to them in the Asset Purchase Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged:

1. Each Assignor assigns, transfers and conveys to the Assignee all of its respective right, title and interest in and to the Marks, including, without limitation, any and all registrations, applications, and/or common law rights for the Marks throughout the world, together with all of the goodwill of each Assignor's business symbolized by or associated with the Marks, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present or future infringements, with the right to sue for, enforce and collect such damages and payments.

2. Each Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks and to issue all corresponding registrations to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment. Assignors and their successors and assigns shall execute and deliver to Assignee any necessary further documents or instruments and shall take any actions which may be necessary to effect the foregoing assignment or the recordation or perfection thereof, all at Assignee's cost and without further compensation to Assignors.

3. The Parties agree that this Assignment is subject to the terms and conditions of the Asset Purchase Agreement and this Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Assignors or Assignee under the Asset Purchase Agreement, all of which obligations shall survive the delivery of this Assignment in accordance with the terms of the Asset Purchase Agreement, and that to the extent there is any conflict between this Assignment and the terms and conditions of the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

4. This Assignment may be executed in 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 on and the same agreement.

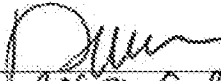
5. This Assignment will be governed by and construed in accordance with federal bankruptcy Law, to the extent applicable, other federal Law, where applicable, and, where state Law is implicated, the Laws of the State of Delaware applicable to contracts made and performed in such State. Without limiting any Party's right to appeal any Order of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), (i) the Bankruptcy Court will retain exclusive jurisdiction to enforce the terms of this Assignment and to decide any claims or disputes which may arise or result from, or be connected with, this Assignment, any breach or default hereunder, and (ii) any and all proceedings related to the foregoing will be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court for such purposes and will receive notices at such locations as indicated in Section 11.8 of the Asset Purchase Agreement; provided, however, that if the Bankruptcy Cases have been closed pursuant to Section 350 of the Bankruptcy Code, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or in the event (but only in the event) that such court does not have subject matter jurisdiction over such Action, in the United States District Court for the District of Delaware) and any appellate court from any thereof, for the resolution of any such claim or dispute. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each of the Parties hereby consents to process being served by any other Party in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 11.8 of the Asset Purchase Agreement; provided, however, that such service will not be effective until the actual receipt thereof by the Party being served.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their respective officers thereunto duly authorized as of the date set forth hereto.

Assignee

PlanetArt, LLC

By: 
Name: ROBERT S. BROXTON
Title: CEO

[Signature Page to Trademark Assignment]

Assignors

Provide Creations, Inc.

By: Scott Levin
Name: Scott Levin
Title: President & CEO

Giftco, LLC

By: Scott Levin
Name: Scott Levin
Title: President & CEO

EXHIBIT A
TRADEMARKS

Owner	Mark	Jurisdiction	App No.	Filing Date (mm/dd/yyyy)	Reg. No.	Reg. Date (mm/dd/yyyy)	Status
Giftco, LLC	GIFTS.COM	United States	77/064,855	12/14/2006	3,243,130	5/15/2007	Registered
PC Aquisition, Inc.	PERSONALIZED GIFTS FOR LIFE'S SPECIAL OCCASIONS	Canada	1428647	2/23/2009	794474	4/1/2011	Registered
Provide Creations, Inc.	GIFT BOX WITH BOW LOGO (2)	United States	76/183,690	12/19/2000	2,988,425	8/30/2005	Registered
Provide Creations, Inc.	GET LUCKY DICE	United States	76/211,248	2/14/2001	2,544,627	3/5/2002	Registered
Provide Creations, Inc.	HOOTCH-OWL	United States	85/336,978	6/2/2011	4,491,486	3/4/2014	Registered
Provide Creations, Inc.	LET'S MAKE MEMORIES	United States	87/634,690	10/5/2017	5,556,995	9/4/2018	Registered
Provide Creations, Inc.	LOGO (BOX WITH BOW)	United States	87/635,172	10/5/2017	5,556,996	9/4/2018	Registered
Provide Creations, Inc.	P (& DESIGN)	United States	85/618,438	5/7/2012	4,323,228	4/23/2013	Registered
Provide Creations, Inc.	PERSONAL CREATIONS	United States	75/426,027	1/30/1998	2,271,728	8/24/1999	Registered
Provide Creations, Inc.	PERSONAL CREATIONS	United States	76/432,240	7/18/2002	2,719,185	5/27/2003	Registered
Provide Creations, Inc.	PERSONALCREATIONS.COM	United States	76/433,609	7/19/2002	2,741,442	7/29/2003	Registered
Provide Creations, Inc.	REDENVELOPE	United States	77/557,695	8/28/2008	3,602,036	4/7/2009	Registered
Provide Creations, Inc.	REDENVELOPE	United States	75/752,568	7/16/1999	2,474,275	7/31/2001	Registered
Provide Creations, Inc.	REDENVELOPE (STYLIZED)	United States	76/026,297	4/13/2000	2,461,506	6/19/2001	Registered
Provide Creations, Inc.	REDENVELOPE GIFT BOX WITH BOW LOGO	United States	76/594,431	5/27/2004	3,003,414	10/4/2005	Registered
Provide Creations, Inc.	TWINKLEBRIGHT	United States	87/249,437	11/28/2016	5,392,744	1/30/2018	Registered
Provide Creations, Inc.	REDENVELOPE (STYLIZED)	Australia	832180	4/17/2000	832180	7/3/2001	Registered
Provide Creations, Inc.	REDENVELOPE	Australia	832179	4/17/2000	832179	7/3/2001	Registered
Provide Creations, Inc.	REDENVELOPE	Benelux	1036262	2/26/2003	732080	2/26/2003	Registered
Provide Creations, Inc.	REDENVELOPE	Canada	1056886	4/18/2000	555832	12/21/2001	Registered
Provide Creations, Inc.	PERSONAL CREATIONS	Switzerland	54462/2016	4/20/2016	687041	4/25/2016	Registered
Provide Creations, Inc.	PERSONALCREATIONS.COM & DESIGN	European Community	15317563	4/8/2016	15317563	5/30/2017	Registered
Provide Creations, Inc.	REDENVELOPE	France	3212560	2/28/2003	3212560	2/28/2003	Registered
Provide Creations, Inc.	PERSONALCREATIONS.COM & DESIGN	Ireland	2017/00081	1/13/2017	256840	1/13/2017	Registered
Provide Creations, Inc.	PERSONALCREATIONS.COM & DESIGN	United Kingdom	UK00003174519	7/13/2006	UK00003174519	12/30/2016	Registered
Provide Creations, Inc.	REDENVELOPE	Sweden	200301306	2/27/2003	389824	6/29/2007	Expired
Provide Creations, Inc.	PERSONAL CREATIONS.COM & Design	Canada	1800336	9/14/2016			Pending
Provide Gifts, Inc.	REDENVELOPE	Switzerland	521732004	4/1/2004	524084	4/1/2004	Registered
Provide Gifts, Inc.	REDENVELOPE	China	1699726	7/28/2000	1699726	1/14/2002	Registered
Provide Gifts, Inc.	REDENVELOPE (STYLIZED)	China	1744152	7/28/2000	1744152	4/7/2002	Registered
Provide Gifts, Inc.	REDENVELOPE	Germany	303135115	2/27/2003	30313511	7/4/2003	Registered
Provide Gifts, Inc.	GIFT BOX WITH BOW LOGO (2)	European Community	2850303	9/16/2002	2850303	6/29/2004	Registered
Provide Gifts, Inc.	REDENVELOPE	European Community	1601392	4/10/2000	1601392	1/30/2011	Registered

Owner	Mark	Jurisdiction	App No.	Filing Date (mm/dd/yyyy)	Reg. No.	Reg. Date (mm/dd/yyyy)	Status
Provide Gifts, Inc.	REDENVELOPE (STYLIZED)	European Community	1601327	4/10/2000	1601327	3/1/2011	Registered
Provide Gifts, Inc.	REDENVELOPE	Ireland	200300340	2/25/2003	226623	2/25/2003	Registered
Provide Gifts, Inc.	REDENVELOPE	Japan	2012-019524	3/14/2012	5604378	8/2/2013	Registered
Provide Gifts, Inc.	REDENVELOPE	Mexico	650486	4/2/2004	842577	7/19/2004	Registered
Provide Gifts, Inc.	REDENVELOPE (STYLIZED)	United Kingdom	2285192B	11/9/2001	2285192B	10/13/2006	Registered
Provide Gifts, Inc.	REDENVELOPE (STYLIZED)	United Kingdom	2285192A	11/9/2001	2285192A	10/13/2006	Registered
Provide Gifts, Inc. dba RedEnvelope	HOOTCH-OWL	China	10261815	12/2/2011	10261815	2/7/2013	Registered
RedEnvelope Inc.	REDENVELOPE	Norway	200403501	4/1/2004	238675	4/10/2007	Expired
RedEnvelope, Inc.	REDENVELOPE	Austria	13622003	2/27/2003	211335	7/23/2003	Registered
RedEnvelope, Inc.	REDENVELOPE	Taiwan	93014108	3/31/2004	1144690	3/16/2005	Registered
RedEnvelope, Inc.	REDENVELOPE (STYLIZED)	Hong Kong	1134162000	6/19/2000	2001B10833	6/19/2000	Expired