

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541464

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FlowerFarm, Inc.		08/23/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FTD, LLC		
Street Address:	3113 Woodcreek Drive		
City:	Downers Grove		
State/Country:	ILLINOIS		
Postal Code:	60515		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87368417	SMARTER SOURCING	
Serial Number:	87368422	FLOWER FARM	
CORRESPONDENCE DATA			
Fax Number:	7032436410		
<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:	703-465-5356		
Email:	major@mwzb.com		
Correspondent Name:	Scott J. Major		
Address Line 1:	2200 Clarendon Blvd., 14th Floor		
Address Line 4:	Arlington, VIRGINIA 22201		
NAME OF SUBMITTER:	Scott J. Major		
SIGNATURE:	/Scott J. Major/		
DATE SIGNED:	09/18/2019		
Total Attachments: 7			
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PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

This Patent and Trademark Assignment Agreement (this "Assignment"), is made and entered into as of August 23, 2019 by and among Gateway Mercury Holdings, LLC, a Delaware limited liability company ("Purchaser"), FTD, LLC f/k/a Gateway Mercury OpCo, LLC, a Delaware limited liability company ("Assignee"), FTD, Inc., a Delaware corporation (the "Company"), and each of the Company's Subsidiaries and other Affiliates listed on the signature pages to this Assignment (together with the Company, each an "Assignor" and, collectively, the "Assignors"). All capitalized terms used and not otherwise defined in this Assignment shall have the meanings assigned to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, pursuant to the Second Amended and Restated Asset Purchase Agreement, dated July 31, 2019 (the "Purchase Agreement"), by and among Purchaser and the Assignors, whereby, among other things, the Assignors have agreed to sell, assign, convey, transfer and deliver to Assignee, as designee of Purchaser under the Purchase Agreement, all of the Assignors' right, title and interest as of the Closing to the Purchased Intellectual Property;

WHEREAS, the Assignors are the owners of all rights, title and interest in and to the patents and trademarks identified on Exhibit A attached hereto, the United States patent and trademark applications and/or registrations therefore, together with the goodwill of the Acquired Business associated therewith (collectively, the "IP"), and have agreed to transfer to Assignee all rights, title and interest in and to the IP; and

WHEREAS, Assignee desires to acquire all of the Assignors' rights, title and interest in and to the IP.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual representations, warranties, covenants and agreements contained herein and in the Purchase Agreement, the Parties agree as follows:

1. Assignment. On the terms and subject to the conditions contained in the Purchase Agreement and effective at the Closing, each Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of such Assignor's right, title, and interest in, to and under the IP, any and all applications and registrations therefore, including, without limitation, the applications and registrations identified on Exhibit A, together with that part of the goodwill of the Acquired Business associated with the use of and symbolized by the IP, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns, and Subsidiaries, as fully and entirely as said rights, title and interest would have been held and enjoyed by such Assignor if this sale, assignment, and transfer had not been made. The assignment granted herein has been granted in accordance with the terms of the Purchase Agreement and is expressly subject to the terms thereof.

2. Further Assurances. The Assignors further agree, upon reasonable request and at the sole expense of Assignee, that the Assignors and their legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such IP, and for perfecting, recording, or maintaining the title of the Assignee, its successors and assigns, to such IP and any registrations issued for such IP.

3. Due Authorization. The Assignors hereby authorize the appropriate empowered officials at the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to transfer all registrations and pending applications for the IP to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Assignment.

4. Sections 2.7 (*Further Conveyances and Assumptions*), Sections 11.4 (*Submission to Jurisdiction; Consent to Service of Process*), 11.5 (*Waiver of Right to Trial by Jury*), 11.7 (*Governing Law*), 11.9 (*Severability*), 11.10 (*Assignment*) and 11.12 (*Counterparts*) of the Purchase Agreement are incorporated herein by reference and will apply as if fully set forth herein *mutatis mutandis*.

[Signatures on Following Page(s)]

IN WITNESS WHEREOF, the Assignors and Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNORS:

FTD, INC.

By: Scott D. Levin
Name: Scott D. Levin
Title: President and Chief Executive Officer and Secretary

FLORISTS' TRANSWORLD DELIVERY, INC.

By: Scott D. Levin
Name: Scott D. Levin
Title: President and Chief Executive Officer and Secretary

FTD.COM INC.

By: Scott D. Levin
Name: Scott D. Levin
Title: President and Chief Executive Officer and Secretary

FTD.CA, INC.

By: Scott D. Levin
Name: Scott D. Levin
Title: President and Chief Executive Officer and Secretary

[Signature Page to Patent and Trademark Assignment Agreement]

PROVIDE COMMERCE LLC

By: Scott Levin
Name: Scott D. Levin
Title: President and Chief Executive Officer and
Secretary

FLOWERFARM, INC.

By: Scott Levin
Name: Scott D. Levin
Title: President and Chief Executive Officer and
Secretary

BLOOM THAT, INC.

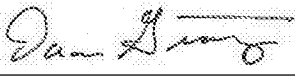
By: Scott Levin
Name: Scott D. Levin
Title: President and Chief Executive Officer and
Secretary

[Signature Page to Patent and Trademark Assignment Agreement]

TRADEMARK
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PURCHASER:

GATEWAY MERCURY HOLDINGS, LLC

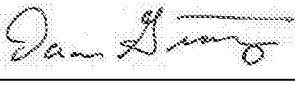
By:  _____

Name: Damian Giangiacomo

Title: President

ASSIGNEE:

GATEWAY MERCURY OPCO, LLC

By:  _____

Name: Damian Giangiacomo

Title: President

EXHIBIT A

See attached.

FLOWERFARM, INC. TRADEMARK SCHEDULE

Mark	Country	Appl.# Appl. Filing Date	Reg.# Reg. Date	Next Deadline	Status	TM Class
FLOWER FARM WITH DESIGN	United States of America	87/368,422 3/13/2017	5,371,648 1/2/2018	1/2/2024	Registered	35
SMARTER SOURCING	United States of America	87/368,417 3/13/2017	5,441,542 4/10/2018	4/10/2024	Registered	35

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Page 1 of 1

RECORDED: 09/18/2019