

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM541465

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FTD.COM, Inc.		08/23/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FTD, LLC		
<b>Street Address:</b>	3113 Woodcreek Drive		
<b>City:</b>	Downers Grove		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60515		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76149481	FLOWERS U S A	
<b>Serial Number:</b>	74177408	FLOWERS DIRECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	703-465-5356		
<b>Email:</b>	major@mwzb.com		
<b>Correspondent Name:</b>	Scott J. Major		
<b>Address Line 1:</b>	2200 Clarendon Blvd., 14th Floor		
<b>Address Line 4:</b>	Arlington, VIRGINIA 22201		
<b>NAME OF SUBMITTER:</b>	Scott J. Major		
<b>SIGNATURE:</b>	/Scott J. Major/		
<b>DATE SIGNED:</b>	09/18/2019		
<b>Total Attachments: 8</b>			
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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**  
**REEL: 006748 FRAME: 0857**


**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.



# FTD TRADEMARK SCHEDULE

Mark	Country	App No/ App Date	Reg No/ Reg Date	Next Deadline	Status	Class(es)
1-800-SEND-FTD	USA	74/429,231 8/27/1993	1,848,732 8/9/1994	8/9/2024	Registered	38
AUTUMN SPLENDOR	USA	76/151,041 10/20/2000	2,560,342 4/9/2002	4/9/2022	Registered	31
BASKET OF CHEER	USA	76/331,033 10/30/2001	2,803,066 1/6/2004	1/6/2024	Registered	31
BIG HUG	USA	73/197,039 12/15/1978	1,147,784 2/24/1981	2/24/2021	Registered	31
BIRTHDAY PARTY	USA	73/062,460 9/8/1975	1,040,212 5/25/1976	5/25/2026	Registered	31
BOO-QUET	USA	74/130,512 1/15/1991	1,754,588 2/23/1993	2/23/2023	Registered	31
CANDY CANE LANE	USA	76/360,979 1/22/2002	2,639,421 10/22/2002	10/22/2022	Registered	31
CASHFLO FTD & Design	USA	76/006,211 3/21/2000	2,478,657 8/14/2001	8/14/2021	Registered	36
CHOCOLATE DIP DELIGHTS & Design	USA	86/094,110 10/17/2013	4,685,643 2/10/2015	2/10/2021	Registered	30, 35
COLOR YOUR DAY	USA	85/588,769 4/4/2012	4,522,502 4/29/2014	4/29/2020	Registered	31,35
DIRECTORY SERVICES FTD & Design	USA	76/006,214 3/21/2000	2,534,819 1/29/2002	1/29/2022	Registered	16,42
FLORESTA' TRANSWORLD DELIVERY	USA	73/711,904 2/18/1988	1,523,748 2/7/1989	2/7/2029	Registered	35,42
FLOWERS ALL HOURS	USA	76/423,694 6/21/2002	2,757,371 8/26/2003	8/26/2023	Registered	35
FLOWERS DIRECT	USA	74/177,408 6/18/1991	1,779,145 6/29/1993	6/29/2023	Registered	35
FLOWERS IN HOURS	USA	85/449,395 10/17/2011	5,041,271 9/13/2016	9/13/2022	Registered	35

Mark	Country	App No/ App Date	Reg No/ Reg Date	Next Deadline	Status	Class(es)
FLOWERS SAY IT BETTER, FTD SAYS IT BEST	USA	85/216,877 1/3/2011	4,505,632 4/1/2014	4/1/2020	Registered	35
	USA	76/149,481 10/18/2000	2,619,889 9/17/2002	9/17/2022	Registered	35,39
FLOWERS U.S.A. & Design	USA	76/200,104 1/26/2001	2,729,940 6/24/2003	6/24/2023	Registered	38,42
	USA	76/389,147 4/1/2002	2,669,047 12/31/2002	12/31/2022	Registered	31
FOR ALL YOU DO	USA	75/793,297 9/7/1999	2,385,454 9/12/2000	9/12/2020	Registered	35
FTD	USA	75/185,738 10/22/1996	2,219,418 1/19/1999	1/19/2029	Registered	35
FTD	USA	73/796,730 5/1/1989	1,576,429 1/9/1990	1/9/2020	Registered	21,22,25,28,38,42
FTD	USA	73/146,031 12/19/1977	1,108,614 12/12/1978	6/12/2019 (grace)	Registered	16
FTD	USA	72/238,070 2/4/1966	844,748 2/20/1968	2/20/2028	Registered	35
FTD	USA	85/821,238 1/11/2013	4,527,843 5/3/2014	5/13/2020	Registered	31,35
FTD & Design	USA	85/821,161 1/11/2013	4,702,097 3/17/2015	3/17/2021	Registered	31,35
FTD & MMIE	USA	73/265,622 6/9/1980	1,231,300 3/15/1983	3/15/2023	Registered	35,42
FTD & MMIE	USA	73/261,130 5/7/1980	1,226,443 2/8/1983	2/8/2023	Registered	16,25,27
FTD & MMIE	USA	72/236,983 1/21/1966	821,318 12/27/1966	12/27/2026	Registered	35
FTD & MMIE	USA	77/642,260 12/31/2008	3,830,102 8/10/2010	8/10/2020	Registered	8, 14, 16, 18, 21 & 25
FTD & MMIE	USA	77/647,282 1/11/2009	4,020,9829/6/2 011	9/6/2021	Registered	35,36,38,39,41,42
FTD & MMIE	USA	77/685,621 3/6/2009	3,890,732 12/14/2010	12/14/2020	Registered	35