

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM541467

<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>
Provide Commerce, 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: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75517316	PROFLOWERS	
<b>Serial Number:</b>	87279543	PROGIFTER	
<b>Serial Number:</b>	85124822	PROPLANTS	
<b>Serial Number:</b>	85191654		
<b>Serial Number:</b>	86128837	KALLA	
<b>Serial Number:</b>	86878144	PERFECTLY PAIRED	
<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: 10</b>			

CH \$165.00 75517316

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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

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


**PURCHASER:**

**GATEWAY MERCURY HOLDINGS, LLC**

By:   
Name: Damian Giangiacomo  
Title: President

**ASSIGNEE:**

**GATEWAY MERCURY OPCO, LLC**

By:   
Name: Damian Giangiacomo  
Title: President

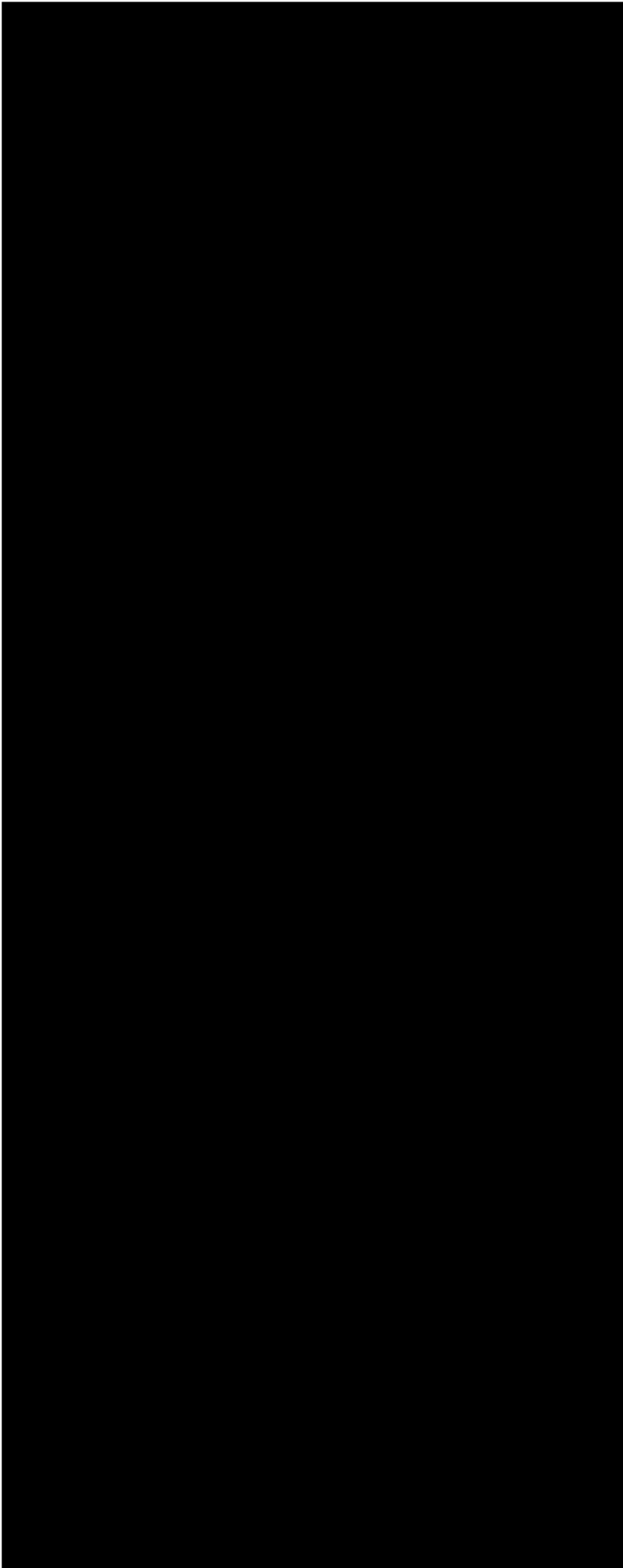
**EXHIBIT A**

See attached.



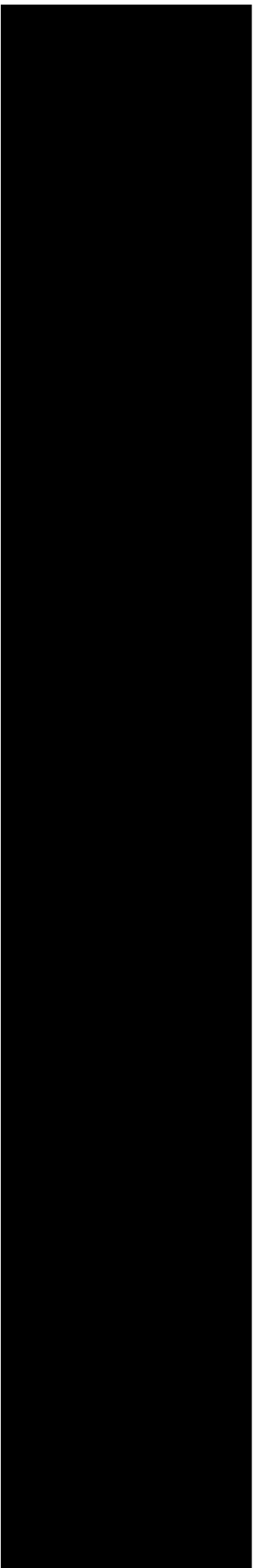
# PROVIDE COMMERCE, INC. TRADEMARK SCHEDULE

Mark	Country	Appl.#	Reg.#	Next Deadline	Status	TM Class
		Appl. Filing Date	Reg. Date			

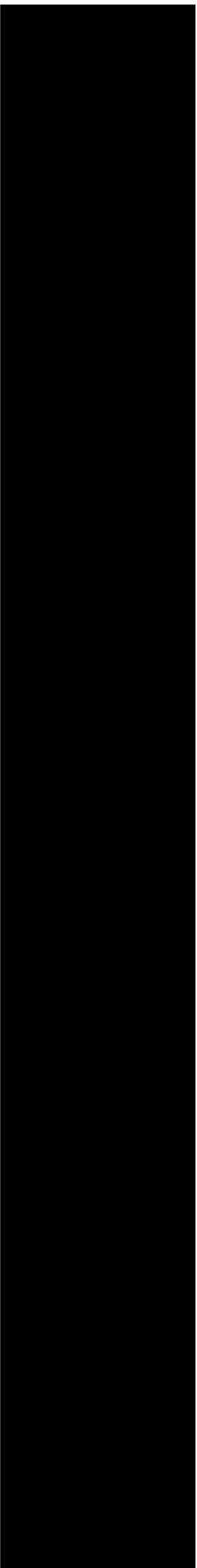


PROFLOWERS	USA	75/517,316	2,476,976	8/14/2021	Registered	35
		7/13/1998	8/14/2001			
PROGIFTER	USA	87/279,543	5,541,807	8/14/2024	Registered	35, 39
		12/23/2016	8/14/2018			
PROPLANTS	USA	85/124,822	4,050,512	11/1/2021	Registered	35
		9/8/2010	11/1/2011			

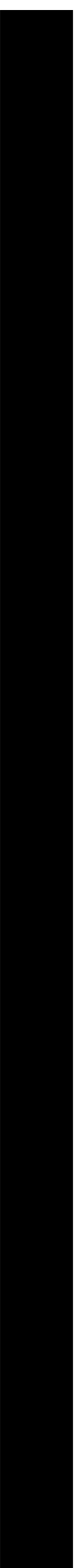
Mark	Country	Appl.#	Reg.#	Next Deadline	Status	TM Class
PROPLANTS FAVICON	USA	85/191,654 12/6/2010	3,957,939 5/10/2011	5/10/2021	Registered	35



PROFLOWERS	Australia	827599 3/14/2000	827599 2/26/2001	3/14/2020	Registered	35
PROPLANTS	Australia		IR1102826 12/5/2011	12/5/2021	Registered	35
PROFLOWERS	Brazil	822199092 5/2/2000	822199092 5/23/2006	5/23/2026	Registered	35
PROPLANTS	Brazil	840004419	840004419	1/23/2028	Registered	35



PROFLOWERS	Canada	1001624 1/11/1999	553,984 11/16/2001	11/16/2031	Registered	
PROPLANTS	Canada	1559235 1/11/2012	TMA889942 11/13/2014	11/13/2029	Registered	35
PROFLOWERS	Chile	1282386 3/13/2018	1281144	8/31/2028	Registered	35



REMARK

REEL: 006748 FRAME: 0875

Mark	Country	Appl.# Appl. Filing Date	Reg.# Reg. Date	Next Deadline	Status	TM Class
PROFLOWERS	China		IR859926 7/28/2005	7/28/2025	Registered	35
PROFLOWERS	China	9321626 4/11/2011	9321626 2/7/2014	2/7/2024	Registered	31
PROFLOWERS	China	9321625 4/11/2011	9321625 12/21/2013	12/20/2023	Registered	35
PROFLOWERS	European Community	1039635 1/12/1999	1039635 10/17/2000	1/12/2029	Registered	35, 38, 39, 42
PROPLANTS	European Community		IR1102826 12/5/2011	12/5/2021	Registered	35
PROFLOWERS	India	1372456 7/19/2005	1372456 2/20/2007	7/19/2025	Registered	35
PROFLOWERS	Japan	113261 1/13/1999	4380076 4/28/2000	4/28/2020	Registered	35
PROPLANTS	Japan		IR1102826 12/5/2011	12/5/2021	Registered	35

Mark	Country	Appl.# Appl. Filing Date	Reg.# Reg. Date	Next Deadline	Status	TM Class
PROFLOWERS	Madrid Protocol		IR859926 7/28/2005	7/28/2025	Registered	35
PROPLANTS	Madrid Protocol		IR1102826 12/5/2011	12/5/2021	Registered	35
PROFLOWERS	Mexico	359911 1/12/1999	626795 9/30/1999	1/12/2029	Registered	42
PROPLANTS	Mexico	1242327 1/18/2012	1334517 11/30/2012	1/18/2022	Registered	35
PROFLOWERS	New Zealand	610541 3/17/2000	610541 9/21/2000	3/17/2027	Registered	35
PROFLOWERS	Switzerland	047692000 4/19/2000	479981 1/3/2001	4/19/2020	Registered	35, 39
KALLA	USA	86/128,837 11/25/2013	4,932,881 4/5/2016	4/5/2022	Registered	31
PERFECTLY PAIRED	USA	86/878,144 1/18/2016	5,228,966 6/20/2017	6/20/2023	Registered	31
PERFECTLY PAIRED	Canada	1,791,855 7/18/2016		NOA-Dec of Use-Reg Fees Due 07/18/2019	Published	31

TRADE MARK

REEL: 006748 FRAME: 0876

5/24/2019

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RECORDED: 09/18/2019