

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542416

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Provide Commerce LLC		08/14/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SBGF Acquisition, LLC		
Street Address:	One Old Country Road, Suite 500		
City:	Carle Place		
State/Country:	NEW YORK		
Postal Code:	11514		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2790252		
Registration Number:	3684679	BROWNIEPOPS	
Registration Number:	5474214	CHOCOLATE BLISS BOX	
Registration Number:	5490415	CHOCOLATE CRAVINGS CRATE	
Registration Number:	2790253		
Registration Number:	5596630	LIFE'S SWEETEST MOMENTS ARE SHARED	
Registration Number:	3783282	SHARI'S BERRIES	
Registration Number:	3993437		
Registration Number:	2518184	STRAWBERRY BOUQUET	
Registration Number:	2518183	STRAWBERRY ROSE	
Registration Number:	5490414	SNACK ATTACK	
Registration Number:	3121431	CHERRY MOON FARMS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		

OP \$315.00 2790252

Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 09/25/2019

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Provide Commerce LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) USA-DE

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 14, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: SBGF Acquisition, LLC

Street Address: One Old Country Road, Suite 500

City: Carle Place

State: NY

Country: USA Zip: 11514

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship USA-DE

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Exhibit A

B. Trademark Registration No.(s)

See Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: *Elaine Carrera*
Signature

September 23, 2019
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”) is made effective as of August 14, 2019, by and between Provide Commerce LLC, a Delaware limited liability company (“Assignor”) and SBF Acquisition, LLC, a Delaware limited liability company (“Assignee” and, collectively with Assignor, the “Parties”).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of July 31, 2019, by and among Assignor and Assignee (the “Asset Purchase Agreement”), Assignor desires to assign to Assignee, by recordable instrument, all of its 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. Assignor hereby irrevocably assigns, transfers and conveys to Assignee all of its 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, in each case, throughout the world, together with all of the goodwill of 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 and other relief for past, present or future infringements, dilutions or violations thereof, with the right to sue for, enforce and collect such damages and payments and other relief.

2. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable non-U.S. jurisdictions, to record Assignee as the assignee and owner of the Marks and to issue all corresponding registrations to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment. Assignor and its 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 Assignor. Assignor agrees to promptly deliver to Assignee or its designee all original certificates and documents in its current possession as of the Closing relating to the prosecution and maintenance of the Marks.

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 Assignor or Assignee under the Asset Purchase Agreement, all of which obligations, as applicable to the subject matter hereof, 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 one and the same agreement.

5. This Assignment will be governed by and construed in accordance with the Laws of the State of Delaware applicable to contracts made and performed in such State.

[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

SBGF Acquisition, LLC

By: *W. E. Shea*
Name: William E. Shea
Title: Vice President

Assignor

Provide Commerce LLC

By: Scott Levin

Name: Scott D. Levin

Title: President and CEO

EXHIBIT A
TRADEMARKS

Owner	Mark	Jurisdiction	App No.	Filing Date (mm/dd/yyyy)	Reg. No.	Reg. Date (mm/dd/yyyy)	Status
Provide Commerce, Inc.	BRIDE BERRY LOGO	United States of America	76/334,700	11/6/2001	2,790,252	12/9/2003	Registered
Provide Commerce, Inc.	BROWNIEPOPS	United States of America	77/605,620	11/1/2008	3,684,679	9/15/2009	Registered
Provide Commerce, Inc.	CHOCOLATE BLISS BOX	United States of America	87/611,199	9/16/2017	5,474,214	5/22/2018	Registered
Provide Commerce, Inc.	CHOCOLATE CRAVINGS CRATE	United States of America	87/611,200	9/16/2017	5,490,415	6/12/2018	Registered
Provide Commerce, Inc.	GROOM BERRY LOGO	United States of America	76/334,828	11/6/2001	2,790,253	12/9/2003	Registered
Provide Commerce, Inc.	LIFE'S SWEETEST MOMENTS ARE SHARED	United States of America	87/445,462	5/11/2017	5,596,630	10/30/2018	Registered
Provide Commerce, Inc.	SHARI'S BERRIES	United States of America	77/571,468	9/16/2008	3,783,282	5/4/2010	Registered
Provide Commerce, Inc.	SHARI'S BERRIES FAVICON	United States of America	85/191,651	12/6/2010	3,993,437	7/12/2011	Registered
Provide Commerce, Inc.	STRAWBERRY BOUQUET	United States of America	75/747,571	6/16/1999	2,518,184	12/11/2001	Registered
Provide Commerce, Inc.	STRAWBERRY ROSE	United States of America	75/747,569	6/16/1999	2,518,183	12/11/2001	Registered
Provide Commerce, Inc.	SNACK ATTACK	United States of America	87/611,198	9/16/2017	5,490,414	6/12/2018	Registered
Provide Commerce, Inc.	CHERRY MOON FARMS	United States of America	78/298,663	9/10/2003	3,121,431	7/25/2006	Registered
Provide Commerce, Inc.	CHERRY MOON FARMS	International (Madrid)			IR1092273	9/14/2011	Registered
Provide Commerce, Inc.	CHERRY MOON FARMS	Australia			IR1092273	9/14/2011	Registered
Provide Commerce, Inc.	CHERRY MOON FARMS	Switzerland			IR1092273	9/14/2011	Registered
Provide Commerce, Inc.	CHERRY MOON FARMS	European Community			IR1092273	9/14/2011	Registered
Provide Commerce, Inc.	CHERRY MOON FARMS	Japan			IR1092273	9/14/2011	Registered
Provide Commerce, Inc.	CHERRY MOON	Brazil	831125888	9/16/2011	831125888	3/28/2017	Registered
Provide Commerce, Inc.	CHERRY MOON FARMS	Brazil	831125861	9/16/2011	831125861	3/28/2017	Registered
Provide Commerce, Inc.	SHARI'S BERRIES	Switzerland	54382/2016	4/8/2016	692950	9/19/2016	Registered
Provide Commerce, Inc.	SHARI'S BERRIES	European Community	015317514	4/8/2016	015317514	10/4/2017	Registered
Provide Commerce, Inc.	CMC LOGO	Mexico	1212525	9/19/2011	1322827	10/24/2012	Registered
Provide Commerce, Inc.	SHARI'S BERRIES	Norway	201604595	4/8/2016	288373	8/16/2016	Registered
Provide Commerce, Inc.	CHERRY MOON	New Zealand	849312	9/15/2011	849312	3/15/2012	Registered
Provide Commerce, Inc.	CHERRY MOON FARMS	New Zealand	849314	9/15/2011	849314	3/15/2012	Registered
Provide Commerce, Inc.	CHERRY MOON COLLECTIONS	New Zealand	849313	9/15/2011	849313	3/15/2012	Registered
Provide Commerce, Inc.	CMC LOGO	New Zealand	849311	9/15/2011	849311	3/15/2012	Registered