

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM632482

<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>
FAULTLESS STARCH/BONAMI COMPANY		05/29/2020	Corporation: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AE OPCO I LLC		
<b>Street Address:</b>	1025 WEST 8TH STREET		
<b>City:</b>	KANSAS CITY		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	64101		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88871359	BOB'S FLOWER SHOPPE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8166913495		
<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>	8168428600		
<b>Email:</b>	TRADEMARK@STINSON.COM		
<b>Correspondent Name:</b>	Laurie Dale		
<b>Address Line 1:</b>	1201 WALNUT STREET, SUITE 2900		
<b>Address Line 4:</b>	KANSAS CITY, MISSOURI 64106-2150		
<b>NAME OF SUBMITTER:</b>	Laurie Dale		
<b>SIGNATURE:</b>	/Laurie Dale/		
<b>DATE SIGNED:</b>	03/17/2021		
<b>Total Attachments: 5</b>			
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source=signed.trademark.assignment.bobsflowershoppe#page2.tif			
source=signed.trademark.assignment.bobsflowershoppe#page3.tif			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement"), to be effective as of May 29, 2020 (the "Effective Date"), is entered into by and between Faultless Starch/Bon Ami Company, a Missouri corporation ("Assignor"), and AE OpCo I LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns the trademark application set forth on Schedule A (the "Assigned Mark");

WHEREAS, the Assigned Mark (along with other marks previously assigned) is subject to that certain Asset Purchase Agreement, dated May 29, 2020, by and between Assignor and Assignee (as the same may be further amended, modified supplemented, or replaced from time to time, the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, the Assigned Mark and its associated goodwill are to be assigned to Assignee;

WHEREAS, upon the Effective Date, Assignor desires to assign, transfer, convey and deliver to Assignee the Assigned Mark, together with all goodwill and all other rights associated with the Assigned Mark; and

WHEREAS, upon the Effective Date, Assignee desires to acquire and accept the Assigned Mark, together with all goodwill and all other rights associated with the Assigned Mark, from Assignor.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained (and including the premises and covenants set forth in the Purchase Agreement) and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all right, title and interest that Assignor has in and to the Assigned Mark, together with (a) all goodwill of the business associated with or symbolized by the trademarks, service marks, trade names, trade dress, corporate names, logos, domain names, URLs and any other source identifiers of any kind or nature, in each case whether or not registered, included in the Assigned Mark, (b) all common law rights therein and in any elements of the Assigned Mark, including underlying word marks and design components, in each case to the extent permitted under applicable law, (c) all registrations that may be granted in any of the foregoing, (d) all extensions and renewals of the foregoing, (e) any past, present or future claims or causes of action (either in law or in equity) arising out of or related to any infringement, dilution or other violation of the Assigned Mark, and the right to sue for damages, injunctive relief or any other remedy or otherwise recover therefor, and (f) any and all income, royalties, damages and payments now or hereafter due and/or payable with respect to the Assigned Mark and the right to receive such income, royalties and payments, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and

*CMS 3-16-21*  
*4/30/21*

enjoyment of its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. The assignments contemplated herein are meant to be absolute assignments and not by way of security.

2. Recordation. Assignor hereby authorizes and requests the Director of the U.S. Patent and Trademark Office or any other official of any applicable governmental authority to record Assignee as owner of the Assigned Mark and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

3. Further Assurances. As may be necessary and without further consideration, Assignor shall execute, acknowledge and deliver such other instruments, documents and agreements and shall do such other things as may be reasonably necessary, proper or advisable to carry out its obligations under this Agreement or as may be reasonably necessary, proper or advisable to more completely effectuate, consummate, record, perfect or confirm the transactions contemplated hereby, including by executing and delivering further assignments for the purpose of evidencing, perfecting and recording the assignment of the Assigned Mark in any jurisdictions, such assignments to be in a form reasonably satisfactory to Assignee and sufficient for recordation in the relevant jurisdiction. If Assignor fails to promptly take or execute any of the actions or documents described in this Section 22 after written request by Assignee, Assignor hereby constitutes and appoints Assignee as its true and lawful agent and attorney-in-fact, with full power of substitution, in the name and stead of Assignor but on behalf and for the benefit of Assignee, to take and execute in the name of Assignor any and all actions and documents that may be deemed proper to effectuate, consummate, record, perfect or confirm the transactions contemplated in this Agreement.

4. Waiver, Amendment. Neither this Agreement nor any provision hereof shall be waived, amended, modified, changed, supplemented, discharged or terminated except by an instrument in writing executed by the parties.

5. Section Headings. The section headings contained in this Agreement and the schedule thereto are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) and otherwise be subject to the provisions of Section 8.9 of the Purchase Agreement.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

8. Third Party Rights. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, other than the parties hereto and their respective successors, any rights or remedies under or by reason of this Agreement or any transaction contemplated hereby.

This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns.

9. Recitals. The above recitals are incorporated herein as if set forth at length below.

10. Conflict with Purchase Agreement. The representations, warranties and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. Notwithstanding anything to the contrary contained in this Agreement, in the event of any inconsistency between the statements in the body of this Agreement, and those in the Purchase Agreement, or the exhibits and schedules hereto and thereto, the statements in the body of the Purchase Agreement will control.

[Signature Pages Follow]

*CBS 3-16-21  
M. J. 2/24*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement with effect as of the Effective Date.

**ASSIGNOR**

**FAULTLESS STARCH/BON AMI COMPANY**

By:   
Name: Cathy Beaham Smith  
Title: Chairman of the Board

**ASSIGNEE**

**AE OpCo I LLC**  
By:   
Name: Mike Lipski  
Title: Chief Executive Officer

*Handwritten notes:*  
1/31/21  
CPS P. 16.21

SCHEDULE A  
ASSIGNED MARK

Country	Application Number	Mark	Filed	Goods/Services
U.S.	88/871,359	BOB'S FLOWER SHOPPE	04-14-2020	Class 03: reed diffusers comprised of scented oils and also including reeds and diffuser container, scented oil refills for diffusers, scented room sprays.  Class 04: candles, scented candles, perfumed candles, fragranced candles, scented candles that emit a fragrance in rooms, and wax melts.

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Schedule A to Assignment Agreement

*CAS-3876*  
*10-31-21*

RECORDED: 03/17/2021

TRADEMARK  
REEL: 007222 FRAME: 0697