

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM746960

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|---|--------------------------------------|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Gift Services, Inc. | | 08/05/2022 | Corporation: WASHINGTON |
| RECEIVING PARTY DATA | | | |
| Name: | Assembled Brands Capital Funding LLC | | |
| Street Address: | 9 E. 19th Street | | |
| Internal Address: | Third Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10003 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5477152 | BONBON BLOOMS | |
| Registration Number: | 5477153 | BONBON BLOOMS | |
| Serial Number: | 86711116 | GIFTTREE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2024083141 | | |
| <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: | 2024083141 | | |
| Email: | jean.paterson@cscglobal.com | | |
| Correspondent Name: | CSC | | |
| Address Line 1: | 1090 Vermont Avenue, NW | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| NAME OF SUBMITTER: | Jean Paterson | | |
| SIGNATURE: | /jep/ | | |
| DATE SIGNED: | 08/09/2022 | | |
| Total Attachments: 12 | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, is entered into as of August 5, 2022 (this “IP Security Agreement”) by and between **GIFT SERVICES, INC.**, a Washington corporation, with a place of business at 1800 W. Fourth Plain Blvd, Suite 120B, Vancouver, WA 98660 (“Grantor”) and **ASSEMBLED BRANDS CAPITAL FUNDING LLC**, a Delaware limited liability company, with a place of business at 9 E. 19th Street, Third Floor, New York, NY 10003 (together with its successors and assigns, “Lender”).

RECITALS

WHEREAS, Lender has extended Loans to Grantor pursuant to the terms and conditions of that certain Credit Agreement dated as of the date hereof by and between Grantor and Lender (as amended, restated, amended and restated or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement); and

WHEREAS, under the terms of the Credit Agreement, Grantor has granted Lender a security interest in and lien on all of Grantor’s assets, including all of Grantor’s trademarks, tradenames, trade styles, patents, copyrights, domain names, URLs, IP Addresses and other intellectual property, and Grantor agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other Governmental Authority.

1. Grant of Security Interest. To secure all of the Obligations under the Credit Agreement and the other Loan Documents, Grantor hereby grants to Lender a security interest in and lien on all of Grantor’s right, title and interest in and to Grantor’s intellectual property assets, wherever located and whether now owned or hereafter acquired, including without limitation, all trademarks, patents, copyrights, domain names, URLs and IP Addresses set forth in **Exhibit 1** attached hereto and incorporated herein by reference, all source codes associated with such intellectual property, all goodwill of the business of Grantor connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, (collectively, the “IP Collateral”) *provided, however*, that IP Collateral shall exclude any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall not be excluded from the IP Collateral. For the avoidance of doubt, Grantor acknowledges that the items listed in **Exhibit 1-1** to this IP Security Agreement are not United States intent-to-use trademark applications and Lender shall have a security interest in and lien on the items listed in **Exhibit 1-1** to this IP Security Agreement. For

TRADEMARK

the avoidance of doubt, a security interest in and lien on the IP Collateral has been granted by Grantor to Lender pursuant to the Credit Agreement.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. If there is a conflict between the definitions, terms or provisions of this IP Security Agreement and the Credit Agreement, the definitions, terms or provisions of the Credit Agreement shall control, except in connection with goodwill in which case this IP Security Agreement shall control. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Credit Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies. In furtherance thereof, upon the occurrence of an Event of Default, Lender shall have all rights and remedies as set forth in the Credit Agreement with respect to the IP Collateral.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this IP Security Agreement to be duly executed as of the day and year first above written.

GRANTOR:

GIFT SERVICES, INC.,
a Delaware corporation

By:  _____
Name: Craig Bowen
Title: President

Agreed and accepted:

LENDER:

ASSEMBLED BRANDS CAPITAL FUNDING LLC,
a Delaware limited liability company

By:  _____
Name: Michael Lipkin
Title: Chief Executive Officer

EXHIBIT 1

List of Trademarks, Patents, Copyrights, Domain Names, URLs and IP Addresses

See Exhibit 1-1 through Exhibit 1-4 attached hereto.

EXHIBIT 1-1

TRADEMARKS

| Mark | Owner of Mark | Registration no. | Registration Date |
|---------------|----------------------|-------------------------|--------------------------|
| GIFTTREE | Gift Services, Inc. | 86711116 | 02/03/1999 |
| BONBON BLOOMS | Gift Services, Inc. | 5477152 | 05/22/2018 |
| BONBON BLOOMS | Gift Services, Inc. | 5477153 | 05/22/2018 |
| | | | |

EXHIBIT 1-2

PATENTS

None

Exhibit 1 - 2

TRADEMARK

REEL: 007795 FRAME: 0247 3e7c66aa9a

EXHIBIT 1-3

COPYRIGHTS

None.

EXHIBIT 1-4

DOMAIN NAMES, URLS and IP ADDRESSES

| DOMAINS | URL | IP Address |
|---------------------------|------------|-------------------|
| gifttree.com | | |
| reniorestatesvineyard.com | | |
| shipmewine.com | | |
| 1stopflorist.com | | |
| giftservices.com | | |
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1st-arizona-florists.com
1st-nashville-florists.com
1st-new-orleans-florists.com
1st-tampa-florists.com
1stfloristsofhouston.com
1stfloristsofportland.com
1stop-manchattan-florists.com
1stop-memphis-florists.com
1stop-tucson-florists.com
1stopatlantaflorists.com
1stopballoons.com
1stopflorist.net
1stopflorists.com
1stopflorists.net
1stopnewjerseyflorists.com
1stwineandfruit.com
800-send-floral.com
a-dallas-florists.com
aaaballoons.com
aaafruitbaskets.com
aaronsbabybaskets.com
abelrothvineyard.com
alamoflowerssanantonio.com
allwinebaskets.com
austinflorists.com
bakersfieldflowers.com
belmontcliffsvineyard.com
best-baltimore-florists.com
birminghamflowers.com
boise-florists.com
boiseflorists.com
bostonflowernballoons.com
boundarypostranchvineyard.com







bridlemilevineyard.com
broadstonevineyard.com
buffalo-florists.com
californiaflowershop.com
californiagiftbaskets.net
cantonflowers.com
charlestonflowers.com
charlotteflowers.com
chattanooga-florist.com
chicagoflowersource.com
cincinnati-florists.com
clevelandflowers.com
columbusflowershop.com
corp-gifts.net
corporategiftservices.com
corpus-christi-florists.com
daytonflowers.com
denver-florists.com
detroitfloristsonline.com
el-paso-florists.com
evansville-florists.com
fayetteville-flowers-now.com
fiestapedia.com
floridaflorists.com
floristsinsacramento.com
flowerfast.com
flowers-n-florists.com
funeral-flowers.net
gallantvineyards.com
ggifttree.com
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giftassociates.com
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greattree.com
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gufttree.com
hifftree.com
jacksonville-florists.com
kalamazoo-flowers-1.com
kansasflorists.com
kindestflowers.com
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knoxville-florist-shop.com
lansing-flowers-now.com
lasvegas-florists.com
little-rock-florist.com
lonestar-flowers.com
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madisonflowers.com
martincraigvineyard.com
mesa-florists.com
miamiflowers.com
miamiflowersnballoons.com
milwaukee-florists.com
minneapolisflowers.net
montgomeryflowers.com
naples-florists.com
newarkflorists.com

newyorksfineflowers.com
oakland-florists.com
ocala-flowers.com
oklahoma-city-florist.com
onestopflorist.net
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orlandoflowersngifts.com
philadelphiaflowers.net
phoenixroseflowers.com
pittsburghflowershop.com
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renoirestate.com
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richmond-florists.com
rochester-florists.com
saltlakecity-florists.com
sandiegoflowers.net
sanfranciscoflorists.net
sarasota-florists.net
scottsdale-florists.com
seattle-florists.com
sendagift.com
spokane-florists.com
suncoastflowers.com
sunshine-florists.com
syracuseflowers.com
tacoma-florists.com
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utahflorists.com
waco-florists.com
washingtondcflowers.net
westpalmbeachflowers.com
wichita-florists.com
winebaskets.com
worldgiftservice.com
worldgiftservices.com
zbestflowers.com

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| FILE NAME | Gift Services - I...tion Version).pdf |
| DOCUMENT ID | a0970ea67d5653bdca735c7470e1008e7c66aa9a |
| AUDIT TRAIL DATE FORMAT | MM / DD / YYYY |
| STATUS | ✳ Signed |

Document History

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|--|---------------------------------------|---|
|  SENT | 08 / 05 / 2022 18:56:02 UTC | Sent for signature to Michael Lipkin (michael@assembledbrands.com) and Craig Bowen (craig.bowen@gifttree.com) from ethan@assembledbrands.com IP: 23.242.161.65 |
|  VIEWED | 08 / 05 / 2022 19:13:00 UTC | Viewed by Craig Bowen (craig.bowen@gifttree.com) IP: 37.10.232.199 |
|  SIGNED | 08 / 05 / 2022 19:13:23 UTC | Signed by Craig Bowen (craig.bowen@gifttree.com) IP: 37.10.232.199 |
|  VIEWED | 08 / 05 / 2022 19:24:00 UTC | Viewed by Michael Lipkin (michael@assembledbrands.com) IP: 99.196.129.191 |
|  SIGNED | 08 / 05 / 2022 19:24:16 UTC | Signed by Michael Lipkin (michael@assembledbrands.com) IP: 99.196.129.191 |
|  COMPLETED | 08 / 05 / 2022 19:24:16 UTC | The document has been completed. |