

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4449945

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	RICK PEREZ	03/23/2010
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	EDIBLE ARRANGEMENTS, LLC	
<b>Street Address:</b>	95 BARNES ROAD	
<b>City:</b>	WALLINGFORD	
<b>State/Country:</b>	CONNECTICUT	
<b>Postal Code:</b>	06492	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	D682366	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>Email:</b>	BostonIPDocketing@dlapiper.com	
<b>Correspondent Name:</b>	MICHAEL MCGURK	
<b>Address Line 1:</b>	DLA PIPER, LLP (US)	
<b>Address Line 2:</b>	33 ARCH STREET, 26 FL	
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02110	
<b>ATTORNEY DOCKET NUMBER:</b>	EDI-004D	
<b>NAME OF SUBMITTER:</b>	MICHAEL MCGURK	
<b>SIGNATURE:</b>	/Michael McGurk/	
<b>DATE SIGNED:</b>	06/08/2017	
<b>Total Attachments: 11</b>		
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## EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into as of *March 23, 2010* by and between *Rick Perez, 2 Omelia Rd. Broad Brook, CT 06016* and EDIBLE ARRANGEMENTS INTERNATIONAL, INC., a Connecticut corporation having its principal office at 95 Barnes Rd, Wallingford, CT 06492.

### WITNESSETH:

WHEREAS, Employee is about to commence employment with the Company;

WHEREAS, Employee has been advised by the Company that Employee's execution and delivery of this Employment Agreement is a condition of employment with the Company;

WHEREAS, in exchange for employment with the Company Employee is willing to enter into this Employment Agreement with the Company;

WHEREAS, the Employee and the Company have determined it in their best interest to enter into this Employment Agreement;

NOW, THEREFORE, in consideration of the foregoing, the Employee and the Company covenant and agree as follows:

1. EMPLOYMENT AT WILL.

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2. COMPENSATION.

3. FRINGE BENEFITS.

4. FULL-TIME EMPLOYMENT.

5. NON-INTERFERENCE COVENANT.

6. OWNERSHIP AND ASSIGNMENT OF INTELLECTUAL PROPERTY.

6.01 The Employee agrees that all originals and all copies of all business plans, manuscripts, drawings, prints, manuals, diagrams, letters, notes, notebooks, reports, models, records, files, memoranda, plans, sketches and all other documents and materials containing, representing, evidencing, recording, or constituting any Confidential Information (defined in Section 7.01), however and whenever produced (whether alone or with others) during the course of the Employee's employment, shall be the sole property of the Company.

6.02 The Employee agrees that all Confidential Information and all other discoveries, inventions, ideas, specifications, designs, concepts, research and other information, databases, works of authorship, processes, products, methods and improvements, or parts thereof conceived, developed, or otherwise made by the Employee, alone or jointly with others and in any way relating to or suggested by the Company's or any

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of its Affiliates' or Franchisees' present or proposed products, programs or services or to tasks assigned to the Employee during the course of his employment, whether or not patentable or subject to copyright protection, whether or not reduced to tangible form or reduced to practice during the period of his employment with the Company, whether or not made during his regular working hours, whether or not made on the Company's premises, and whether or not disclosed by the Employee to the Company (collectively "Intellectual Property"), together with all products or services which embody or emulate any Intellectual Property, shall be the sole property of the Company.

6.03 The Employee agrees to, and hereby does, assign to the Company all of his rights, title and interest throughout the world in and to all Intellectual Property and to anything tangible that evidences, incorporates, constitutes, represents or records any of the Intellectual Property. The Employee agrees that all Intellectual Property shall constitute works made for hire under the copyright laws of the United States and hereby assigns (and to the extent any such assignment cannot be made at present the Employee hereby agrees to assign) to the Company, all copyrights, trademarks, patents, and other proprietary rights the Employee may have in any Intellectual Property, together with the right to file for and/or own, wholly without restriction, all United States and foreign patents, trademarks, and copyrights. The Employee agrees to waive, and hereby waives, all moral rights or proprietary rights in or to any Intellectual Property, and to the extent that such rights may not be waived, agrees not to assert such rights against the Company, any of its Affiliates or Franchisees, or any of its or their licensees, successors, or assigns. The Employee hereby designates the Company as his agent, and grants to the Company a power of attorney with full power of substitution, which power of attorney shall be deemed coupled with an interest, for the purpose of effecting any assignment of any of the Intellectual Property and rights therein to the Company.

6.04 The Employee shall make and maintain adequate and current written records of all Intellectual Property, including notebooks and invention disclosures, which records shall be available to and remain the property of the Company at all times. The Employee shall disclose all Intellectual Property promptly, fully, and in writing to the Company immediately upon production or development of the same and at any time upon request.

6.05 The Employee will, at any time during his employment or after it terminates, upon the Company's request, execute all documents and perform all lawful acts that the Company considers necessary or advisable to secure its rights hereunder and to carry out the intent of this Section 6. Without limiting the generality of the foregoing, the Employee will assist the Company in any reasonable and lawful manner to obtain for its own benefit patents or copyright or trademark registrations in any and all countries with respect to all Intellectual Property owned by the Company pursuant to this Section 6. The Employee will execute patent and other applications and assignments thereof to the Company or persons designated by it, and any other lawful documents deemed necessary by the Company to carry out the purposes of this Section 6. The Employee will further assist the Company in every reasonable way to enforce any patents, copyrights and trademarks obtained, including without limitation testifying in any suit or proceeding involving any of such patents, copyrights, or trademarks or executing any documents necessary by the Company, all without further consideration than provided for herein. The

Company will reimburse the Employee for his reasonable out-of-pocket expenses of his assistance incurred at the Company's request under this Section 6.05.

7. . CONFIDENTIAL INFORMATION.

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8. APPLICABILITY OF UNIFORM TRADE SECRETS ACT

9. COVENANT NOT TO COMPETE.

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10. SPECIFIC PERFORMANCE.

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11. Employee Not in Breach of Other Agreements.

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12. AMENDMENT AND WAIVER.

13. ENTIRE AGREEMENT.

14. ASSIGNMENT AND THIRD PARTY BENEFICIARIES.

15. BINDING NATURE AND SURVIVING PROVISIONS.

16. SEVERABILITY.

17. GOVERNING LAW.

18. NOTICES.

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IN WITNESS WHEREOF, **Rick Perez** has signed this Agreement and the Company has caused this Agreement to be signed in its name by its president, hereunto duly authorized, as of the day and year first above written.

By: 

**Rick Perez**

**EDIBLE ARRANGEMENTS  
INTERNATIONAL, INC.**


By: 

Exhibit A

Job Description and Compensation Package

Title: Industrial Designer

**Responsibilities:**

**Compensation:**

**Bonus:**

**Benefits**



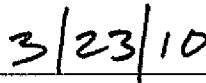
Exhibit B

NOT APPLICABLE

Acceptance by Employee:



Rick Perez



Date

