

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7921160

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SMARTGIFT, INC.	04/05/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	800-FLOWERS, INC.
<b>Street Address:</b>	2 JERICHO PLAZA, SUITE 200
<b>City:</b>	JERICHO
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11753
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	10679268
<b>Patent Number:</b>	11361353
<b>Application Number:</b>	17740590
<b>PCT Number:</b>	US2020051360
<b>Application Number:</b>	62215704
<b>Application Number:</b>	61992868
<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>Phone:</b>	5164311177
<b>Email:</b>	OFFICE@GALGANOIPLAW.COM
<b>Correspondent Name:</b>	THOMAS M. GALGANO, ESQ.
<b>Address Line 1:</b>	175 PEARL STREET, FLOORS 1-3, SUITE 223
<b>Address Line 4:</b>	BROOKLYN, NEW YORK 11201
<b>ATTORNEY DOCKET NUMBER:</b>	329-1673
<b>NAME OF SUBMITTER:</b>	THOMAS M. GALGANO
<b>SIGNATURE:</b>	/Thomas M. Galgano/
<b>DATE SIGNED:</b>	04/26/2023
<b>Total Attachments: 4</b>	

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source=03 (b) Patent\_Assignment\_Smartgift to 800-Flowers(Fully Executed)#page4.tif

## ASSIGNMENT OF PATENT RIGHTS

This ASSIGNMENT OF PATENT RIGHTS (the "Assignment") is executed, acknowledged, and delivered by **Smartgift, Inc.**, a New York corporation, having a principal place of business at 175 Pearl Street, Brooklyn, New York 11201 ("Assignor") and **800-Flowers, Inc.**, a Delaware corporation, having a principal place of business at 2 Jericho Plaza, Suite 200, Jericho, New York 11753 ("Assignee").

"Patents" means, all (a) issued and expired patents and patent applications listed on **Schedule A** ("**Listed Patents**"); (b) patents or patent applications issued, pending, or expired, if any, (i) to which any of the Listed Patents claims priority and any patents or patent applications claiming priority to such applications, (ii) for which any of the Listed Patents forms a basis for priority, (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Listed Patents, and contain claims directed to inventions that could properly have been claimed in the Listed Patents, and/or (iv) which are subject to a terminal disclaimer with any of the Listed Patents; (c) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) and (b), if any; (d) national (of any country of origin) and multinational patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention and utility models; (e) rights provided by multinational treaties or conventions for any item in any of the foregoing categories (a) through (d), if any; and (f) any item in any of the foregoing categories (b) through (d) whether or not expressly listed as Listed Patents and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like, if any.

### NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor agrees to and does hereby irrevocably sell, assign, transfer and convey unto said Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest (i) in and to the Listed Patents, the same to be held and enjoyed by said Assignee for its own use, and for the use of its successors, assigns, or other legal representatives to the end of the term or terms for which said Listed Patents may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (ii) in and to causes of action and enforcement rights for the Listed Patents including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Listed Patents; and (iii) to apply in any and all countries for the world for patents; certificates of invention or other governmental grants for the Listed Patents. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Listed Patents in the name of Assignee, as the assignee to the entire interest therein.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement. In the event of any conflict between the terms of this Assignment and those of the Agreement, the terms of the Agreement will be controlling.

This Assignment will be binding upon and will insure to the benefit of the parties and their respective successors and assigns.

This Assignment will be governed by, and construed in accordance with, the laws of the United States in respect to patent issues and in all other respects by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

**ACCEPTED AND AGREED:**

800-Flowers, Inc.

By: William E. Shea

Title: Treasurer

Date: Apr 5, 2023

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

STATE OF \_\_\_\_\_ )

) ss.:

COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(Notarial Seal)

Signature:

Smartgift, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNOR

\_\_\_\_\_  
Notary Public

This Assignment will be binding upon and will insure to the benefit of the parties and their respective successors and assigns.

This Assignment will be governed by, and construed in accordance with, the laws of the United States in respect to patent issues and in all other respects by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

**ACCEPTED AND AGREED:**

800-Flowers, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of this 5<sup>th</sup> day of April, 2023.


STATE OF Ny )

) ss.:

COUNTY OF King )

Subscribed and sworn to before me this 5 day of 7, 2023.

(Notarial Seal)

Signature: 

Notary Public

Smartgift, Inc. By: 

Name: BERND STREINITZ

Title: CEO & PRESIDENT

ASSIGNOR

MOSES GANTZ  
Notary Public, State of New York  
No. 016A6320998  
Qualified in Kings County  
Commission Expires March 15, 2027

**SCHEDULE A - LISTED PATENTS**

<b>Patent</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>Filing Date</b>	<b>Registration Number</b>
System and Method for Distributed Gifting Transactions Based on Merchant Website Data	US	Issued	9/24/2019	US 10,679,268 B1
System, Manufacture, and Method for Distributed Gifting Transactions Based on Merchant Website Data	US	Issued	4/28/2020	US 11,361,353 B2
System, Manufacture, and Method for Distributed Gifting Transactions Based on Merchant Website Data	US	Pending	5/10/2022	N/A
System and Method for Distributed Gifting Transactions Based On Merchant Website Data	US	Expired	9/18/2020	PCT/US20/51360
Coordinating Ecommerce Gift Purchases and Product-Level Rewards, Promotions, and Incentives	US	Expired	9/8/2015	62/215,704
Coordinating Ecommerce Gift Purchases	US	Expired	5/13/2014	61/992,868