

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552903

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Florists' Transworld Delivery, Inc.		10/21/2019	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	FTD, LLC		
Street Address:	3113 Woodcreek Drive		
City:	Downers Grove		
State/Country:	ILLINOIS		
Postal Code:	60515		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5419272	MERCURY CLOUD	
Registration Number:	5172931	TAKE YOUR BUSINESS FURTHER	
Registration Number:	3088277	FTD MERCURY	
CORRESPONDENCE DATA			
Fax Number:	7032436410		
<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:	7034655356		
Email:	major@mwzb.com		
Correspondent Name:	Scott J. Major		
Address Line 1:	2200 Clarendon Blvd., 14th Floor		
Address Line 4:	Arlington, VIRGINIA 22201		
NAME OF SUBMITTER:	Scott J. Major		
SIGNATURE:	/Scott J. Major/		
DATE SIGNED:	12/11/2019		
Total Attachments: 8			
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PATENT AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Patent and Domain Name Assignment Agreement (this “Assignment”), is made and entered into as of October 21, 2019 by and among Gateway Mercury Holdings, LLC, a Delaware limited liability company (“Purchaser”), FTD, LLC (f/k/a Gateway Mercury OpCo, LLC), a Delaware limited liability company (“Assignee”), GUE Liquidation, Inc. (f/k/a FTD, Inc.), a Delaware corporation (the “Company”), and each of the Company’s Subsidiaries and other Affiliates listed on the signature pages to this Assignment (together with the Company, each an “Assignor” and, collectively, the “Assignors”). All capitalized terms used and not otherwise defined in this Assignment shall have the meanings assigned to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, pursuant to the Second Amended and Restated Asset Purchase Agreement, dated July 31, 2019, by and among Purchaser and the Assignors, as amended by Amendment No. 1 (the “Purchase Agreement”), among other things, the Assignors sold, assigned, conveyed, transferred and delivered to Assignee, as designee of Purchaser under the Purchase Agreement, all of the Assignors’ right, title and interest as of the Closing to the Purchased Intellectual Property;

WHEREAS, the Assignors are the owners of all rights, title and interest in (a) the domain name “www.eflowers.com” together with the goodwill of the Acquired Business associated therewith (the “Domain Name”), (b) the Bill of Sale, dated February 4, 1999, by and between InterCard, Inc. and Flowers Direct, LP (the “Contract”), (c) the trademarks identified on Exhibit A hereto and the United States trademark registrations therefore, together with the goodwill of the Acquired Business associated therewith (collectively, the “Trademarks”) and (d) the patents identified on Exhibit B attached hereto and the United States patent registrations therefore, together with the goodwill of the Acquired Business associated therewith (collectively, the “Patents”, and, together with the Domain Name, the Contract and the Trademarks, the “Assets”), and such Assets constitute Purchased Intellectual Property; and

WHEREAS, pursuant to Section 2.7 of the Purchase Agreement, the Assignors desire to transfer to Assignee all rights, title and interest in and to the Assets and Assignee desires to acquire all of the Assignors’ rights, title and interest in and to the Assets.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual representations, warranties, covenants and agreements contained herein and in the Purchase Agreement, the Parties agree as follows:

1. **Assignment**. On the terms and subject to the conditions contained in the Purchase Agreement, each Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of such Assignor’s right, title, and interest in, to and under the Assets, any and all registrations therefore, including, without limitation, the registrations identified on Exhibit A and Exhibit B, together with that part of the goodwill of the Acquired Business associated with the use of and symbolized by the Assets, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns, and Subsidiaries, as fully and entirely as said rights, title and interest would have been held and enjoyed by such Assignor if this sale, assignment, and transfer had not been made. The assignment granted herein has been granted in accordance with the terms of the Purchase Agreement and is expressly subject to the terms thereof.

2. **Further Assurances**. The Assignors further agree, upon reasonable request and at the sole expense of Assignee, that the Assignors and their legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for

obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Assets, if applicable, and for perfecting, recording, or maintaining the title of the Assignee, its successors and assigns, to such Assets and any registrations issued for such Assets, if applicable.

3. Due Authorization. The Assignors hereby authorize the appropriate empowered officials at the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to transfer all registrations for the Trademarks and the Patents to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Assignment.

4. Sections 2.7 (*Further Conveyances and Assumptions*), Sections 11.4 (*Submission to Jurisdiction; Consent to Service of Process*), 11.5 (*Waiver of Right to Trial by Jury*), 11.7 (*Governing Law*), 11.9 (*Severability*), 11.10 (*Assignment*) and 11.12 (*Counterparts*) of the Purchase Agreement are incorporated herein by reference and will apply as if fully set forth herein *mutatis mutandis*.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the Assignors and Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNORS:

GUE LIQUIDATION, INC. (f/k/a FTD, INC.)

By: 
Name: Steven D. Barnhart
Title: Chief Financial Officer

**GUE LIQUIDATION DELIVERY, INC. (f/k/a
FLORISTS' TRANSWORLD DELIVERY, INC.)**

By: 
Name: Steven D. Barnhart
Title: Chief Financial Officer

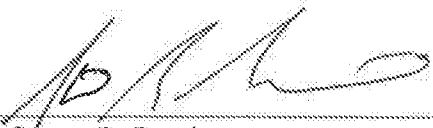
**GUE LIQUIDATION.COM, INC. (f/k/a FTD.COM
INC.)**

By: 
Name: Steven D. Barnhart
Title: Chief Financial Officer

**GUE LIQUIDATION.CA, INC. (f/k/a FTD.CA,
INC.)**

By: 
Name: Steven D. Barnhart
Title: Chief Financial Officer

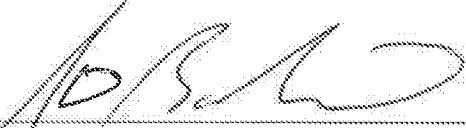
**GUE LIQUIDATION COMMERCE LLC (f/k/a
PROVIDE COMMERCE LLC)**

By: 
Name: Steven D. Barnhart
Title: Chief Financial Officer

FLOWERFARM, INC.

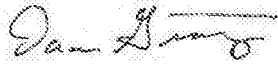
By: 
Name: Steven D. Barnhart
Title: Chief Financial Officer

BLOOM THAT, INC.

By: 
Name: Steven D. Barnhart
Title: Chief Financial Officer

PURCHASER:

GATEWAY MERCURY HOLDINGS, LLC

By: 
Name: Damian Giangiacomo
Title: President

ASSIGNEE:

**FTD, LLC (f/k/a GATEWAY MERCURY OPCO,
LLC)**


By: 
Name: Scott Levin
Title: Vice Chairman, CAO & GC

EXHIBIT A

Trademarks

MARK	COUNTRY	REG. NO.	REG. DATE
MERCURY CLOUD	USA	5419272	March 6, 2018
TAKE YOUR BUSINESS FURTHER	USA	5172931	March 28, 2017
FTD MERCURY	USA	3088277	May 2, 2006
TRUE FRIENDS	CANADA	TMA475261	April 28, 1997
RIBBONS AND BLOOMS	CANADA	TMA479479	August 4, 1997
CHERISHED EXPRESSIONS	CANADA	TMA469344	January 22, 1997
A CUP OF TEA MAKES EVERYTHING BRIGHTER	CANADA	TMA487372	December 22, 1997
BEAR ESSENTIALS	CANADA	TMA487483	December 24, 1997
CALICO ZOO	CANADA	TMA456808	April 26, 1996
MERCURY	CANADA	TMA349896	January 13, 1989
FTD EXPRESSIONS COLLECTION	CANADA	TMA468072	December 30, 1996
WE GET IT RIGHT	CANADA	TMA464703	October 25, 1996
FTD	CANADA	TMA365914	February 23, 1990
LANGUAGE OF THE HEART	CANADA	TMA458144	May 24, 1996
1-800-FTD-BLOOM	CANADA	TMA460580	July 26, 1996
OUR HANDS MOVE HEARTS	CANADA	TMA450738	November 24, 1995

MERCURY PRO	CANADA	TMA490478	February 24, 1998
FTD & Design	CANADA	TMA267391	March 19, 1982
LE BOUQUET D'AMOUR	CANADA	TMA257297	March 27, 1981
LE BOUQUET GROSSE BISE	CANADA	TMA255586	February 6, 1981
SAY MORE WITH FLOWERS	CANADA	App. No. 1933250	Filed November 29, 2018
AUTUMN HARVEST	CANADA	TMA463053	September 6, 1996
BUNNY BASKET	CANADA	TMA461177	August 16, 1996
BEST SECRETARY	CANADA	TMA461318	August 16, 1996
REMEMBRANCE COLLECTION	CANADA	TMA459827	June 21, 1996
BEARY HAPPY VALENTINE	CANADA	TMA459158	June 7, 1996
MERCURY	MEXICO	467,325	June 27, 2005
FTD & MME Design	PHILIPPINES	4-1992-83447	October 29, 1999

EXHIBIT B

Patents

DESCRIPTION	FILED	REGDT	REG/APP#	STATUS	TYPE	JURISDICTION
Quality Assurance in a Delivery	10/10/2006	11/3/2009	7,613,618	ISSUED	UTILITY	United States
Quality Assurance in a Delivery	9/21/2009	7/30/2013	8,498,095	ISSUED	UTILITY	United States
Button Cover	12/12/2008	6/8/2010	D617,377	ISSUED	DESIGN	United States
Quality Assurance in a Delivery	10/11/2006	8/4/2015	2625081C	ISSUED	UTILITY	Canada