UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

Form 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **May 31, 2019**

FTD Companies, Inc.
(Exact Name of Registrant as Specified in Charter)

Delaware	**001-35901**	**32-0255852**
(State or Other jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

3113 Woodcreek Drive
Downers Grove, Illinois 60515
(Address of Principal Executive Offices) (ZIP Code)

Telephone: (630) 719-7800
(Registrant's Telephone Number, Including Area Code)

N/A
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.0001 per share	**FTD**	**The NASDAQ Stock Market LLC (NASDAQ Global Select Market)**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR 230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR 240.12b-2).

Emerging Growth Company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On June 2, 2019, FTD, Inc. ("**FTD Inc.**"), a wholly-owned subsidiary of FTD Companies, Inc. (the "**Company**"), and certain other subsidiaries of the Company entered into a stalking horse asset purchase agreement (the "**Asset Purchase Agreement**") with Gateway Mercury Holdings, LLC, an affiliate of Nexus Capital Management LP, a California-based private equity sponsor (the "**Purchaser**"), to acquire the Company's North America and Latin America florist and consumer business, including the ProFlowers business (the "**Acquisition**").

Pursuant to the terms and subject to the conditions in the Asset Purchase Agreement, the purchase price is $95.0 million in cash, subject to customary adjustments. The Asset Purchase Agreement is subject to certain closing conditions, including finalizing certain transaction documentation by June 12, 2019, the Purchaser's delivery of commitments for equity or debt financing to fund the transaction by the time the transaction documentation is finalized, certain orders being entered by the Bankruptcy Court (as defined below) and other customary closing conditions detailed in the Asset Purchase Agreement.

The Asset Purchase Agreement also remains subject to higher or better offers for the North America and Latin America florist and consumer business, including the ProFlowers business, as well as approval of the Bankruptcy Court. The Asset Purchase Agreement includes a breakup fee of $2.3 million and provides for reimbursement of up to $1.5 million of the Purchaser's expenses, each of which is payable upon certain termination events in accordance with the terms of the Asset Purchase Agreement.

Closing will be held upon the second business day following satisfaction of the conditions set forth in the Asset Purchase Agreement. The Company will seek to close the transaction as soon as possible in accordance with milestones agreed to with the DIP Lenders (as defined below).

The foregoing description of the Asset Purchase Agreement, and the transactions contemplated thereby, including the Acquisition, is qualified in its entirety by the text of the Asset Purchase Agreement, which is filed as Exhibit 2.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 1.03 Bankruptcy or Receivership.

Chapter 11 Filing

On June 3, 2019 (the "**Petition Date**"), the Company and substantially all of its domestic subsidiaries (together with the Company, the "**Debtors**") filed voluntary petitions commencing cases under chapter 11 of title 11 of the U.S. Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"). The Debtors' chapter 11 cases (together, the "**Chapter 11 Cases**") are being jointly administered under the caption, In re FTD Companies, Inc., Case No. 19-11240 (LSS) (Bankr. D. Del.). The Debtors will continue to operate their businesses as "debtors-in-possession" under the jurisdiction of the Bankruptcy Court and in accordance with the applicable provisions of the Bankruptcy Code and orders of the Bankruptcy Court.

To ensure their ability to continue operating in the ordinary course of business, on June 3, 2019, the Debtors filed with the Bankruptcy Court motions seeking a variety of "first day" relief, including, along with other customary relief, authority to continue payments and services to member florists without interruption, manage their continuing relationships with vendors and customers and pay wages and benefits for continuing employees on a continuing basis.

Senior "Debtor-in-Possession" Financing

In connection with the Chapter 11 Cases, on the Petition Date, the Company filed a motion (the "**DIP Motion**") seeking, among other things, interim and final approval of postpetition, debtor-in-possession financing (the "**DIP Financing**") on the terms and conditions set forth in the proposed Superpriority Secured Debtor-in-Possession Credit Agreement (the "**DIP Credit Agreement**"), by and among the Company, the Debtors party thereto as guarantors (the "**Guarantors**," and together with the Company, the "**Loan Parties**"), the lenders party thereto (the "**DIP Lenders**") and Bank of America, N.A. as Administrative Agent (the "**Administrative Agent**"). The DIP Credit Agreement provides for a senior secured superpriority debtor-in-possession credit facility of $94.5 million (the "**DIP**

Revolving Facility"), of which $47.0 million is available following entry of the Interim DIP Order (defined below) and until the entry of the final order approving the DIP Credit Agreement (the "**Final DIP Order**"), secured by, among other things, (a) a first priority lien on all unencumbered tangible and intangible property and assets of the Loan Parties, (b) a first priority, senior priming lien on all prepetition collateral, and (c) all real property owned or leased by the Company or the Guarantors, subject to certain carve outs.

On June 5, 2019, the Bankruptcy Court issued an order approving the DIP Motion on an interim basis (Docket No. 60) (the "**Interim DIP Order**") and authorizing the Loan Parties to, among other things, enter into the DIP Credit Agreement and initially borrow up to $47.0 million. The Debtors anticipate entering into the DIP Credit Agreement promptly. The DIP Credit Agreement is subject to approval by the Bankruptcy Court, which has only been granted on an interim basis. The Debtors will seek final approval of the DIP Credit Agreement at a hearing before the Bankruptcy Court on or about July 2, 2019.

The proceeds from the DIP Financing will be used, subject to the Interim DIP Order and the Final DIP Order, (a) for working capital and other general purposes of the Debtors, including the payment of professional fees and expenses; (b) as provided in the Interim DIP Order and the Final DIP Order to pay the reasonable fees and expenses of the Administrative Agent, the DIP Lenders, the prepetition agent and prepetition lenders under the Debtors' prepetition secured lending facility (including the reasonable fees and expenses of counsel and financial advisors); (c) to pay claims in respect of certain prepetition creditors, which may include, without limitation, employees, taxing authorities and trade vendors in the ordinary course, in each case to the extent authorized by orders of the Bankruptcy Court; (d) as provided in the Interim DIP Order and the Final DIP Order and to the extent permitted by the Bankruptcy Court, to repay the obligations under the Debtors' prepetition secured lending facility; and (e) to make adequate protection payments to agent and lenders under the Debtors' prepetition secured lending facility, each subject to the terms and conditions of the DIP Credit Agreement, the orders of the Bankruptcy Court approving the DIP Credit Agreement and consistent with the financing budget attached to the DIP Motion as an exhibit (the "**DIP Budget**"), subject to certain exceptions as provided in the DIP Credit Agreement.

The maturity date of the DIP Financing will be the earliest to occur of (a) September 3, 2019 and (b) the date upon which a plan of reorganization or plan of liquidation becomes effective. In addition, the DIP Financing is subject to certain repayment events, including, without limitation, 30 days after entry of the Interim DIP Order if the Final DIP Order has not been entered as and when required under the DIP Credit Agreement.

Interest on the outstanding principal amount of the revolving loans under the DIP Credit Agreement will be payable monthly in arrears and on the maturity date at a per annum rate equal to 6.0% plus the higher of: (a) the federal funds rate plus 0.5% and (b) the prime rate. Under the DIP Credit Agreement, among other customary fees, the Company will be required to pay to the DIP Lenders upon entry of the Interim DIP Order an upfront fee equal to $1.375 million. Upon the occurrence and during the continuance of an event of default, all obligations under the DIP Credit Agreement will bear interest at a rate equal to the then current rate plus an additional 2.0% per annum.

The DIP Financing will be subject to certain covenants, including, without limitation, related to the incurrence of additional debt, liens, the making of investments, the making of restricted payments, limits on aggregate "Total Operating Disbursements" as set forth in the DIP Budget, minimum levels of "Total Operating Receipts" as set forth in the DIP Budget, and certain bankruptcy-related covenants, in each case as set forth in the DIP Credit Agreement, the Interim DIP Order and the Final DIP Order.

The DIP Credit Agreement requires delivery of, among other things, (a) a weekly financial statement including the balance of cash and cash equivalents of the Loan Parties, (b) a weekly "Budget Reconciliation Report," and (c) a weekly forecast of projected receipts and expenditures of the Loan Parties for the nine-week period following such delivery.

The DIP Credit Agreement provides for customary events of default, including defaults resulting from non-payment of principal, interest or other amounts when due, failure to perform or observe covenants, and the occurrence of certain matters related to the Chapter 11 Cases. Pursuant to the DIP Credit Agreement, the Loan Parties will act in good faith and use commercially reasonable efforts to comply with the sale milestones as described below.

In addition, pursuant to the Interim DIP Order, the Company is subject to the following sale milestones relating to the Chapter 11 Cases:

- within three business days following the Petition Date, the Debtors must file a motion with the Bankruptcy Court seeking to establish bidding procedures governing the sale of substantially all of the Debtors' assets (the "**Bidding Procedures Motion**");
- within three weeks following the Petition Date, entry of an order by the Bankruptcy Court approving the Bidding Procedures Motion;
- six weeks following the Petition Date, deadline for interested parties to submit bids for the purchase of the Debtors' assets;
- on the earlier of eight weeks following the Petition Date or four business days after an auction, deadline for a Bankruptcy Court hearing to approve the sale(s) of substantially all of the Debtors' assets (the "**Sale Hearing**"); and
- seven days after a Sale Hearing, deadline to consummate the sale(s) of substantially all of the Debtors' assets.

The foregoing description of the DIP Credit Agreement does not purport to be complete and is qualified in its entirety by reference to the final, executed DIP Credit Agreement, as approved by the Bankruptcy Court pursuant to the Interim DIP Order and the Final DIP Order. A copy of the DIP Credit Agreement, once executed, will be filed on a Current Report on Form 8-K.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On May 31, 2019, FTD Inc., a wholly-owned subsidiary of the Company, completed the sale of the Company's Interflora business in the U.K. (the "**Interflora Sale**") through the sale of all of the issued and outstanding equity interests of its wholly owned subsidiary, FTD UK Holdings Limited, pursuant to the agreement for the sale and purchase of shares in the capital of FTD UK Holdings Limited, dated May 31, 2019, by and between FTD Inc. and Teleflora UK Holdings Ltd. (the "**Sale and Purchase Agreement**"). FTD UK Holdings Limited is the parent company of Interflora Holdings Limited, Interflora Investments Limited, Interflora Group Limited and Interflora British Unit, comprising the Company's Interflora business in the U.K.

Pursuant to the terms and subject to the conditions in the Sale and Purchase Agreement, the purchase price for FTD UK Holdings Limited was $59.5 million.

The foregoing description of the Sale and Purchase Agreement, and the transactions contemplated thereby, including the Interflora Sale, is qualified in its entirety by the text of the Sale and Purchase Agreement, which is filed as Exhibit 2.2 to this Current Report on Form 8-K and incorporated herein by reference.

Item 2.04 Triggering Events that Accelerate or Increase a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement.

The commencement of the Chapter 11 Cases described in Item 1.03 above constitute an event of default that accelerated the Company's obligations under the Credit Agreement, dated as of July 17, 2013 (as amended or supplemented from time to time), by and among the Company, Interflora British Unit, the material wholly owned domestic subsidiaries of the Company party thereto as guarantors, the financial institutions party thereto from time to time, Bank of America Merrill Lynch and Wells Fargo Securities, LLC, as joint lead arrangers and book managers, and Bank of America, N.A., as administrative agent for the lenders (as amended, the "**Amended Credit Agreement**"). Outstanding obligations under the Amended Credit Agreement approximate $149.4 million aggregate principal amount of revolving and term loans.

The Amended Credit Agreement provides that, as a result of the filing of the Chapter 11 Cases, the unpaid principal amount of all outstanding loans and all interest and other amounts thereunder shall automatically become due and payable.

Any efforts to enforce the payment obligations under the Amended Credit Agreement are automatically stayed as a result of the filing of the Chapter 11 Cases, and the creditors' rights of enforcement in respect of the Amended Credit Agreement are subject to the applicable provisions of the Bankruptcy Code.

Item 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

On June 4, 2019, the Company received a letter from the listing qualifications department staff (the "**Staff**") of the Nasdaq Stock Market ("**Nasdaq**") notifying the Company that, as a result of the Chapter 11 Cases and in accordance with Nasdaq Listing Rules 5101, 5110(b) and IM-5101-1, the Staff has determined that the Company's common stock will be delisted from Nasdaq. Additionally, on May 17, 2019, Staff notified the Company that it did not comply with Listing Rule 5250(c)(1), which requires companies to timely file all required periodic reports. The Company was provided until July 16, 2019 to submit a plan to regain compliance. However, since the Company is currently under review by an adjudicatory body, the Staff may no longer consider the Company's plan of compliance. Accordingly, this matter serves as an additional basis for delisting the Company's securities from Nasdaq. Accordingly, unless the Company requests an appeal of this determination, trading of the Company's common stock will be suspended at the opening of business on June 13, 2019, and a Form 25-NSE will be filed with the Securities and Exchange Commission (the "**SEC**"), which will remove the Company's common stock from listing and registration on Nasdaq.

The Company does not intend to appeal the determination and, therefore, it is expected that the Company's common stock will be delisted. The Company expects that its common stock will trade on the OTC Pink market following the suspension from trading on Nasdaq. The transition does not affect the Company's operations and does not change reporting requirements under SEC rules.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Resignation of Directors

On May 31, 2019, Robin S. Hickenlooper and Christopher W. Shean resigned from the Company's Board of Directors and, in the case of Ms. Hickenlooper, resigned from the Compensation Committee thereof, effectively immediately.

On June 4, 2019, Joseph W. Harch resigned from the Company's Board of Directors, the Compensation Committee thereof and as Chairman of the Audit Committee thereof, effective immediately.

Departure of Officer

On May 31, 2019, in connection with the Interflora Sale, Rhys J. Hughes, President, Interflora British Unit, left the Company and received a $250,000 transaction bonus paid by the Interflora business that was sold.

Appointment of Chief Restructuring Officer

On June 2, 2019, the Company appointed Alan D. Holtz as Chief Restructuring Officer of the Company to assist with the Debtors' restructuring. With the support of additional personnel from AP Services, LLC ("**APS**"), an affiliate of AlixPartners, LLP ("**AlixPartners**"), Mr. Holtz, working collaboratively with the Company's senior management team, the Company's board of directors, the Company's legal counsel and other Company professionals, will perform the ordinary course duties of a chief restructuring officer in connection with the Chapter 11 Cases and related matters, under the supervision of the Company's board of directors.

Mr. Holtz, 56, is currently employed as Managing Director of AlixPartners, a financial advisory firm specializing in business performance improvement and corporate restructuring initiatives. Mr. Holtz has more than 30 years of professional experience primarily dedicated to leading turnaround and restructuring programs for large companies and creditor groups across a wide variety of industries. Prior to joining AlixPartners in 2006, Mr. Holtz worked for 21 years at Ernst & Young and related entities. Mr. Holtz has a Bachelor of Science in economics from the University of Pennsylvania.

The services of Mr. Holtz and APS personnel, including Scott M. Tandberg as Associate Restructuring Officer, are being provided pursuant to an Agreement for the Provision of Interim Management Services (the "**Services Agreement**"), dated as of May 31, 2019, between the Company and APS. Mr. Holtz's appointment will become effective upon the entry of an order by the Bankruptcy Court approving the Services Agreement. Mr. Holtz will not receive any compensation directly from the Company. The Company will instead pay APS an hourly rate of $1,140 for Mr. Holtz's services. In addition to receiving fees for Mr. Holtz's services, under the terms of the Services Agreement, APS will be entitled to the payment of a retainer and compensation at specified hourly rates for the services of Mr. Tandberg and other temporary staff that it provides to the Company. There is no other arrangement or understanding pursuant to which Mr. Holtz was appointed Chief Restructuring Officer of the Company. With respect to the disclosure required by Item 401(d) of Regulation S-K, there are no family relationships between Mr. Holtz and any director or executive officer of the Company. With respect to Item 404(a) of Regulation S-K, there are no relationships or related transactions between Mr. Holtz and the Company that would be required to be reported.

The description of the Services Agreement set forth above is not complete and is qualified in its entirety by reference to the Services Agreement, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On June 3, 2019, the Company issued a press release announcing, among other things, the filing of the Chapter 11 Cases and the completion of the sale of the Company's U.K.-based Interflora business. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Additional information is available on the Company's restructuring website at www.FTDrestructuring.com. In addition, Bankruptcy Court filings and other information related to the Chapter 11 Cases are available on a separate website administered by the Company's claims agent, Omni Management Group ("**Omni**"), at www.omnimgt.com/FTD, or by calling Omni representatives toll-free at 1-866-205-3144 or 1-818-906-8300 for calls originating outside of the U.S.

The information in this Item 7.01 and Exhibit 99.1 attached hereto shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act, nor shall it be deemed incorporated by reference in any filing under the Securities Act, except as shall be expressly set forth by specific reference in such filing. The filing of this Item 7.01 of this report shall not be deemed an admission as to the materiality of any information herein that is required to be disclosed solely by reason of Regulation FD.

Cautionary Information Regarding Trading in the Company's Securities

The Company cautions that trading in the Company's securities during the pendency of the Chapter 11 Cases is highly speculative and poses substantial risks. Trading prices for the Company's securities may bear little or no relationship to the actual recovery, if any, by the holders of the Company's securities in the Chapter 11 Cases. Based on the values for the Company's businesses contemplated by the Asset Purchase Agreement referred to herein and the letters of intent referred to in the press release attached hereto as Exhibit 99.1, the Company expects that existing Company stockholders will receive no recovery at the end of the Chapter 11 Cases, consistent with legal priorities.

Forward-Looking Statements

This Current Report on Form 8-K contains certain forward-looking statements within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, as amended, based on our current expectations, estimates and projections about our operations, industry, financial condition, performance, results of operations, and liquidity. Statements containing words such as "may," "believe," "anticipate," "expect," "intend," "plan," "project," "projections," "business outlook," "estimate," or similar expressions constitute forward-looking statements. These forward-looking statements include, but are not limited to, statements regarding expectations about the timing and execution of the Company's strategic transactions (including the contemplated sales of substantially all of the Debtors' assets), the Company's future financial condition and future business plans and expectations, including statements related to the effect of, and our expectations with respect to, the operation of our business, adequacy of financial resources and commitments, and the operating expectations during the pendency of the Chapter 11 Cases and impacts to its business related thereto. Potential factors that could affect such forward-looking statements include, among others, risks and uncertainties relating to the Chapter 11 Cases, including, but not limited to, the Company's ability to obtain Bankruptcy Court approval of motions filed in the Chapter 11 Cases (including, but not limited to, the DIP Motion and the Bidding Procedures Motion), the effects of the Chapter 11 Cases on the Company and on the interests of various constituents, Bankruptcy Court rulings in the Chapter 11 Cases and the outcome of the Chapter 11 Cases in general, the length of time the Company will operate under the Chapter 11 Cases, risks associated with third-party motions in the Chapter 11 Cases, the potential adverse effects of the Chapter 11 Cases on the Company's liquidity or results of operations and increased legal and other professional costs necessary to execute the Company's restructuring strategy; the conditions to which the Company's DIP Financing is subject and the risk that these conditions may not be satisfied for various reasons, including for reasons outside of the Company's control; the Company's and the Debtors' ability to consummate sales of substantially all of the Debtors' assets consistent with the

milestones set forth in the Interim DIP Order and the terms and conditions of any such sales; the Company's ability to implement operational improvement efficiencies; uncertainty associated with evaluating and completing any further strategic or financial alternative as well as the Company's ability to implement and realize any anticipated benefits associated with any alternative that may be pursued; the consequences of the acceleration of our debt obligations; trading price and volatility of the Company's common stock and the risks related to the Company's upcoming delisting from Nasdaq and trading on the OTC Pink Market and the other factors disclosed in the section entitled "Risk Factors" in our most recent Annual Report on Form 10-K filed with the U.S. Securities and Exchange Commission ("SEC"), as updated from time to time in our subsequent filings with the SEC. Readers are cautioned not to place undue reliance on these forward-looking statements, which reflect management's analysis only as of the date hereof. Such forward-looking statements are not guarantees of future performance or results and involve risks and uncertainties that may cause actual performance and results to differ materially from those predicted. Reported results should not be considered an indication of future performance. Except as required by law, we undertake no obligation to publicly release the results of any revision to these forward-looking statements that may be made to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.

Item 9.01 Financial Statements and Exhibits.

(b) Pro Forma Financial Information

The unaudited pro forma condensed consolidated financial information filed as Exhibit 99.2 to this Current Report on Form 8-K and incorporated by reference hereto, is based on the historical consolidated financial statements of the Company including certain pro forma adjustments and has been prepared to illustrate the pro forma effect of the Interflora Sale.

(d) Exhibits

Exhibit	Description
2.1	Asset Purchase Agreement, dated June 2, 2019, by and between Gateway Mercury Holdings, LLC and FTD, Inc., and the other sellers party thereto*
2.2	Agreement for the Sale and Purchase of Shares in the Capital of FTD UK Holdings Limited, dated May 31, 2019, by and between FTD, Inc. and Teleflora UK Holdings Ltd.*
10.1	Agreement for the Provision of Interim Management Services, dated as of May 31, 2019, between the Company and AP Services, LLC
99.1	Press Release of FTD Companies, Inc., dated June 3, 2019
99.2	Unaudited Pro Forma Condensed Consolidated Financial Statements of FTD Companies, Inc.

* Certain schedules and exhibits omitted pursuant to Item 601(b)(2) of Regulation S-K promulgated by the SEC. The Company agrees to furnish a supplemental copy of any omitted schedule or exhibit to the SEC upon request.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

FTD COMPANIES, INC.

Dated: June 5, 2019

By: /s/ Steven D. Barnhart
Name: Steven D. Barnhart
Title: Executive Vice President and Chief Financial Officer

Exhibit 2.1

ASSET PURCHASE AGREEMENT

by and among

GATEWAY MERCURY HOLDINGS, LLC

as Purchaser

and

FTD, INC.

and the other Sellers party hereto

Dated as of June 2, 2019

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of June 2, 2019 (the "Effective Date"), is by and among Gateway Mercury Holdings, LLC, a Delaware limited liability company ("Purchaser"), FTD, Inc., a Delaware corporation (the "Company"), and each of the Company's Subsidiaries and other Affiliates listed on the signature pages to this Agreement (together with the Company, each a "Seller" and, collectively, "Sellers").

RECITALS

A. Sellers are preparing to file voluntary petitions for relief under chapter 11 of Title 11 (the "Bankruptcy Case") of the United States Code, 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

B. Sellers and their Affiliates conduct a business which: (i) operates a network of members consisting of florist retail and other retail locations for the purpose of sending and receiving floral orders; (ii) provides goods and services to such members (clauses (i) and (ii) together, the "Florist Network"); (iii) gathers orders through the FTD.com business and the ProFlowers business; (iv) sells personal gifts through the Shari's Berries business and Personal Creations business; and (v) owns certain real properties and leases certain other real properties in connection with the businesses described in clauses (i) through (iv) (collectively, the "Business") prior to the consummation of the Transactions.

C. Purchaser desires to acquire the Acquired Business.

D. Sellers desire to sell to Purchaser the Purchased Assets and assign to Purchaser the Assumed Liabilities and Purchaser desires to purchase from Sellers the Purchased Assets and assume the Assumed Liabilities, in each case, upon the terms and conditions set forth in this Agreement.

E. On the terms and subject to the conditions set forth herein, following the filing of the Bankruptcy Cases, Sellers intend to request that the Bankruptcy Court authorize and approve the Transactions pursuant to the Approval Order, pursuant to, inter alia, Sections 105, 363 and 365 of the Bankruptcy Code, and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure, which Approval Order will include the authorization for the assumption by the applicable Seller and assignment by the applicable Seller to Purchaser of the Purchased Contracts and the Assumed Liabilities thereunder in accordance with Section 365 of the Bankruptcy Code, all in the manner and subject to the terms and conditions set forth in this Agreement and the Approval Order and in accordance with other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree:

I. DEFINITIONS

1.1 Certain Definitions. For purposes of this Agreement, each of the following terms, when used herein with initial capital letters, has the meaning specified in this Section 1.1 or in the other Sections of this Agreement identified in Section 1.2:

"Acquired Business" means (a) the businesses set forth under clauses (i)-(iii) of the definition of Business, (b) the Overhead and Shared Services, subject to the terms of this Agreement and the transition services agreement described in Section 8.10, and (c) the owned real property associated with clauses (a) and (b).

"Acquired Business Information" means all books, financial information, records, files, ledgers, documentation, instruments, research, papers, data, sales or technical literature or similar information that, in each case, is owned by any Seller and, in each case, is primarily (1) related to any license or use by any third party of, or rights of any third party with respect to, the Purchased Intellectual Property or the Purchased Contracts, (2) related to the Purchased Intellectual Property in connection with the Acquired Business or (3) related to the operation of the Acquired Business, including, for the avoidance of doubt:

(i) all marketing, advertising and promotional materials owned or controlled by Sellers and, in each case, primarily used or held for use by them in the conduct of the Acquired Business;

(ii) all technical, scientific and other know-how and information (including promotional material), trade secrets, confidential information, methods, processes, practices, designs, design rights and specifications, in each case, primarily used or held for use by Sellers in the conduct of the Acquired Business;

(iii) drawings, artwork, archival materials and advertising materials, copy, commercials, images, artwork and samples, in each case, primarily used or held for use by Sellers in the conduct of the Acquired Business;

(iv) the websites, social media sites and accounts (including the content contained therein, user names and passwords), diagrams, drawings, domain names and all advertising and marketing materials and collateral (including all physical, digital or electronic imagery and design files), vendor and merchandise supplier data and information used by the Sellers primarily in the conduct of the Acquired Business.

"Adjustment Escrow Amount" means $9,500,000.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

"Affiliated Group" means an "affiliated group" (as defined in Section 1504(a) of the Code without regard to the limitations contained in Section 1504(b) of the Code) that, at any time on or before the Closing Date, includes or has included any Seller or any direct or indirect predecessor of any Seller, or any other group of corporations filing Tax Returns on a combined, consolidated, group, unitary or similar basis that, at any time on or before the Closing Date, includes or has included any Seller or any direct or indirect predecessor of any Seller.

"Alternative Transaction" means any transaction (or series of transactions) that results from a bid submitted in connection with the procedures established under the Bidding Procedures Order and involves the direct or indirect sale, transfer or other disposition of all, or a material portion of, the Purchased Assets to any Person other than Purchaser or its Affiliates, or any other going-concern transaction (including a plan under chapter 11 of the Bankruptcy Code) that is pursued prior to the Termination Date and the consummation of which would be substantially inconsistent with the Transactions.

"Approval Order" means an order entered by the Bankruptcy Court pursuant to (without limitation) Sections 363 and 365 of the Bankruptcy Code, authorizing and approving, among other things, (a) the sale of the Purchased Assets, (b) the assumption of the Assumed Liabilities by Purchaser and (c) the assumption and assignment of the Purchased Contracts, in accordance with the terms and conditions of this Agreement, which will be in a form and substance reasonably acceptable to the Parties.

"Benefit Plan" means each (a) employment, consulting, compensation, profit-sharing, thrift, savings, bonus, incentive, change in control, severance, retention, retirement, pension benefit or deferred compensation plan, program, policy, practice, Contract, agreement or arrangement, and (b) fringe benefit, health, dental, vision, life, cafeteria, accident, hospitalization, insurance, disability, transportation, vacation, sabbatical, accidental death and dismemberment, workers' compensation or supplemental unemployment benefit plan, program practice, Contract, agreement or arrangement, or other employee benefits or remuneration of any kind, whether written or unwritten or otherwise, funded or unfunded, including without limitation any "employee benefit plan" within the meaning of Section 3(3) of ERISA (and any trust, escrow, funding, insurance or other agreement related to any of the foregoing), whether or not such plan is subject to ERISA.

"Bidding Procedures Order" means an order of the Bankruptcy Court (including any attachment thereto) that (a) approves, among other things, the bidding procedures for conducting a sale and auction of the Purchased Assets and Purchased Contracts, and (b) is in a form reasonably acceptable to the Parties.

"Break-Up Fee" means an amount equal to $2,300,000.

"Business Day" means any day other than a Saturday, a Sunday or any other day on which commercial banks in Chicago, Illinois are authorized or required by Law to close.

"Business Employee" means each employee of a Seller and FTD Canada Inc. who provides services to such Seller or FTD Canada Inc. in connection with the Acquired Business or who is a Shared Employee and, in each case, who is listed on Schedule 1.1(a).

"Code" means the Internal Revenue Code of 1986, as amended. All references to the Code, United States Treasury regulations or other governmental pronouncements will be deemed to include references to any applicable successor regulations or amending pronouncement.

"Company SEC Documents" means all forms, reports, schedules, statements and other documents filed with or furnished to the SEC that are required to be filed or furnished by it under the Securities Act of 1933 or the Securities Exchange Act of 1934.

"Contract" means any contract, agreement, commitment, promise or undertaking (including any indenture, note, bond, loan, or other evidence of indebtedness, mortgage, franchise, conditional sales contract, insurance policy, letter of credit, instrument, license, sublicense, lease, sublease, purchase order or other legally binding agreement) whether written or oral.

"Credit Card Accounts Receivable" means each "Account" or "Payment Intangible" (each as defined in the UCC) together with all income, payments and proceeds thereof, owed by a credit card payment processor or an issuer of credit cards to a Seller resulting from charges by a customer of a Seller on credit cards processed by such processor or issued by such issuer in connection with the gathering of orders by a Seller, in each case in the Ordinary Course of Business.

"Cure Costs" means monetary amounts that must be paid and obligations that otherwise must be satisfied under Sections 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the assumption and assignment of any Purchased Contract, as agreed by Purchaser and the non-debtor counterparty to the applicable Purchased Contract, or as finally determined by the Bankruptcy Court.

"Current Assets" means, as of any date, the combined current assets of Sellers with respect to the Acquired Business (which current assets will include only the line items, and reflect the exclusions, set forth on Schedule 1 under the heading "Current Assets" and no other assets), determined in accordance with GAAP as applied by Sellers' ultimate parent company, FTD Companies, Inc.

"Current Liabilities" means, as of any date, the combined current liabilities of Sellers with respect to the Acquired Business (which current liabilities will include only the line items, and reflect those exclusions, set forth on Schedule 1 under the heading "Current Liabilities" and no other liabilities), determined in accordance with GAAP as applied by Sellers' ultimate parent company, FTD Companies, Inc.

"E-Commerce Platform" means the Software and hardware that support and enable operation of the websites of the Acquired Business (including FTD.com and ProFlowers.com) through which Sellers gather orders from customers.

"Environmental Laws" means all common law, federal, state, local and foreign Laws concerning pollution or protection of the environment or human health and safety.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

"Escrow Account" means the escrow account holding the Deposit and the Adjustment Escrow Amount pursuant to the Escrow Agreement.

"Escrow Agreement" means the escrow agreement for the Escrow Account, by and among Purchaser, Sellers and U.S. Bank, in form and substance reasonably acceptable to Purchaser and Seller.

"Ex-Im Laws" means all U.S. and non-U.S. Laws relating to export, reexport, transfer and import controls, including the Export Administration Regulations, the International Traffic in Arms Regulations, the customs and import Laws administered by U.S. Customs and Border Protection, and the EU Dual Use Regulation.

"Exchange Act" means the Securities Exchange Act of 1934.

"Expense Reimbursement Amount" means an amount, not to exceed $1,500,000, equal to Purchaser's or its Affiliates' reasonable and documented out-of-pocket costs and expenses (including fees and expenses of counsel and other advisors to Purchaser and its Affiliates) incurred in connection with this Agreement and the Transactions, and all proceedings incident thereto and appeals therefrom.

"GAAP" means generally accepted accounting principles in the United States.

"Governmental Body" means any government or governmental or regulatory body thereof, or political subdivision thereof, or any agency, authority, department, commission, board, bureau, official or instrumentality of such body, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), whether foreign, federal, state, or local, or any agency, instrumentality or authority thereof, or any court or arbitrator thereof (public or private) of competent jurisdiction.

"Intellectual Property" means any and all worldwide rights in and to all intellectual property rights or assets (whether arising under statutory or common law), including (a) patents, patent applications, industrial design registrations and applications therefor, divisions, divisionals, continuations, continuations-in-part, reissues, substitutes, renewals, registrations, confirmations, re-examinations, extensions and any provisional applications, and any foreign or international equivalent of any of the foregoing, (b) trademarks (whether registered, unregistered or pending), historical trademark files, trade dress, service marks, service names, trade names, brand names, product names, logos, corporate names, fictitious names, other names, symbols (including business symbols), slogans, translations of any of the foregoing and any foreign or international equivalent of any of the foregoing and all goodwill associated therewith and (to the extent transferable by law) any applications and/or registrations in connection with the foregoing ("Trademarks"), (c) rights associated with works of authorship including copyrights, moral rights, design rights, rights in databases, copyright applications, copyright registrations, rights existing under any copyright Laws and rights to prepare derivative works, (d) technical, scientific and other know-how and information (including promotional material), trade secrets, confidential information, methods, processes, practices, formulas, designs, design rights, patterns, assembly procedures, and specifications, (e) Software in any form, (f) internet websites,

domain names, IP addresses, web content and links, and mobile applications (g) rights of publicity and personality, (h) inventions, discoveries, processes, designs, techniques, developments and related improvements whether or not patentable, (i) databases, (j) all goodwill related to the foregoing, and (k) the right to sue for infringement and other remedies against infringement of any of the foregoing.

"IRS" means the Internal Revenue Service.

"Knowledge of Sellers" or "Sellers' Knowledge" means the knowledge, after reasonable inquiry, of those Persons identified on Schedule 1.1(b).

"Law" means any federal, state, local or foreign law, statute, code, ordinance, rule, regulation, Order, stipulation, award or common law requirement.

"Leased Real Property" means real property in the United States leased, subleased, or licensed by, or for which a right to use or occupy has been granted to, any Seller set forth on Schedule 1.1(c).

"Legal Proceeding" means any action, claim, arbitration, charge, complaint, petition, mediation, equitable action, hearing before any Governmental Body, investigation, litigation, or any other judicial, administrative or arbitral proceeding of any kind or nature whatsoever, or actions, suits, proceedings (public or private, civil or criminal) or claims or any proceedings commenced, brought, conducted or heard before, any Governmental Body.

"Liability" means any debt, loss, liability, claim (including "claim" as defined in the Bankruptcy Code), commitment, undertaking, damage, expense, fine, penalty, cost, royalty, deficiency or obligation (including those arising out of any action, such as any settlement or compromise thereof or judgment or award therein), of any nature whenever or however arising, whether known or unknown, disclosed or undisclosed, asserted or unasserted, express or implied, primary or secondary, direct or indirect, matured or unmatured, fixed, absolute, contingent, determined, determinable, accrued or unaccrued, liquidated or unliquidated, whether due or to become due, whether in contract, tort or otherwise, and whether or not the same would be required by GAAP to be reflected in financial statements or disclosed in the notes thereto.

"Lien" as applied to any Person means any lien (as defined in section 101(37) of the Bankruptcy Code), encumbrance, pledge, deed of trust, security interest, claim (as defined in section 101(5) of the Bankruptcy Code), charge, option, right of first offer or first refusal, right of use or possession, restriction, easement, rights of way or other title retention agreement, servitude, restrictive covenant, encroachment or encumbrance or any other similar encumbrance or restriction, imposition, imperfections or defects in title, in respect of an asset of such Person, whether imposed by Law, Contract or otherwise.

"Net Working Capital" means all Current Assets minus all Current Liabilities, in each case, as of 11:59 p.m. Central time on the day prior the Closing Date as determined in accordance with and using the methodologies set forth on Schedule 1.

"Order" means any judicial, quasi-judicial, administrative, quasi-administrative and arbitral judgment, order, decision, injunction, decree, ruling, writ, assessment, award or other

determination of, or entered, issued, made or rendered by, a Governmental Body, including by the Bankruptcy Court in the Bankruptcy Case.

"Ordinary Course of Business" means the ordinary and usual course of normal day-to-day operations of the Business by Sellers or their Affiliates consistent with their past practices and taking into account the commencement of the Bankruptcy Cases.

"Overhead and Shared Services" means the ancillary, corporate or other shared services or processes that are provided to or used in both (i) the Acquired Business and (ii) any Retained Business, including services and processes relating to: travel; meeting management and entertainment; labor; office supplies (including copiers and faxes); personal telecommunications (including e-mail); computer/telecommunications maintenance and support; software application and data hosting services (including maintenance of and access to the customer information described in Section 2.1(b)(xvii)); energy/utilities; procurement and supply arrangements; advertising and marketing; treasury; public relations, legal and regulatory matters; risk management (including workers' compensation); payroll; procurement cards and travel cards; telephone/data connectivity; disaster recovery; accounting; tax; internal audit; executive management; quality control and oversight; design and engineering; human resources and employee relations management; employee benefits; credit, collections and accounts payable; property management; facility management; site security; asset management; supply chain and manufacturing; global trade compliance; and customs and excise matters.

"Owned Real Property" means the real property located at 3113 Woodcreek Drive, Downers Grove, IL 60515.

"Party" or "Parties" means Purchaser and each Seller, as the case may be.

"Person" means any individual, sole proprietorship, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

"Pre-Closing Tax Period" means any taxable year or period that ends before the Closing Date and, with respect to any Straddle Period, the portion of such Straddle Period ending before the Closing Date.

"Purchaser Material Adverse Effect" means any event, change, effect, condition, state of facts or occurrence (regardless of whether such event, change, effect, condition, state of facts or occurrence constitutes a breach of any representation, warranty or covenant of Purchaser hereunder) which has had or would reasonably be expected to have, individually or when considered together with any other event, change, effect, condition, state of facts or occurrence, a material adverse effect on the ability of Purchaser to consummate the Transactions or perform its obligations under this Agreement.

"Representative" means, with respect to any Person, any and all of its directors, officers, partners, managers, employees, consultants, financial advisors, counsel, accountants and other agents.

"Retained Business" means any business owned or conducted by any Seller or any Affiliate of Seller other than the Acquired Business (including Sellers' or their Affiliates' (a) Interflora business, (b) Shari's Berries business, (c) Personal Creations business, or (d) the tangible assets previously used in the ProFlowers business exclusively for physical order fulfillment).

"Retained Taxes" means any Liability for Taxes (a) arising from or relating to the ownership or operation of the Acquired Business or the Purchased Assets for any Tax period ending on or prior to the Closing Date, (b) of any and all Sellers (or for which any Seller or any of their Affiliates may otherwise be liable, including as a transferee, successor, by Contract (including the Tax Sharing Agreement) or otherwise, or arising as a result of being or having been a member of any Affiliated Group or being or having included or required to be included in any Tax Return related thereto), (c) in respect of any Excluded Assets, or (d) in an amount equal to 50% of any Transfer Taxes that are not set forth on Schedule 2.3(j).

"Sanctioned Country" means any country or region that is the subject or target of a comprehensive embargo under Sanctions Laws (including Cuba, Iran, North Korea, Sudan, Syria, and the Crimea region of Ukraine).

"Sanctioned Person" means any individual or entity that is the subject or target of sanctions or restrictions under Sanctions Laws or Ex-Im Laws, including: (a) any individual or entity listed on any applicable U.S. or non-U.S. sanctions- or export-related restricted party list, including OFAC's Specially Designated Nationals and Blocked Persons List and the EU Consolidated List; (b) any entity that is, in the aggregate, 50% or greater owned, directly or indirectly, or otherwise controlled by a person or persons described in clause (a); or (c) any national of a Sanctioned Country.

"Sanctions Laws" means all U.S. and non-U.S. Laws relating to economic or trade sanctions, including the Laws administered or enforced by the United States (including by OFAC or the U.S. Department of State), the United Nations Security Council, and the European Union.

"SEC" means the United States Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933.

"Seller Material Adverse Effect" means any event, change, effect, condition, state of facts or occurrence (regardless of whether such event, change, effect, condition, state of facts or occurrence constitutes a breach of any representation, warranty or covenant of Sellers hereunder) which has had or would reasonably be expected to have, individually or when considered together with any other events, changes, effects, conditions, states of facts or occurrences, (a) a material adverse effect on, or a material adverse change in or to, the business, operations, assets, Liabilities, properties or condition (financial or otherwise), of the Acquired Business, including the Purchased Assets and the Assumed Liabilities, considered as a whole, (b) a material adverse effect on the ability of Sellers to consummate the Transactions or perform their obligations under this Agreement or (c) the effect of preventing or materially delaying the consummation of the Transactions; provided, that, in the case of clause (a), none of the following, alone or in combination, be deemed to constitute, nor will any of the following (including the effect of any

of the following) be taken into account in determining whether there has been or would reasonably be expected to be, a "Seller Material Adverse Effect": (i) any change in the United States or foreign economies or financial markets in general; (ii) any change that generally affects the businesses in which the Acquired Business operates; (iii) any change arising in connection with earthquakes, hurricanes, tornadoes, fires, acts of God, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions; (iv) any change in applicable Laws or accounting rules; (v) any actions taken by Purchaser or any of its Affiliates (other than those expressly permitted to be taken hereunder); (vi) any effect resulting from the public announcement of this Agreement or the Bankruptcy Cases; or (vii) any effect resulting from (1) the commencement or filing of the Bankruptcy Cases, (2) any concurrent ancillary filing by a Subsidiary of Sellers that is not a party to this Agreement under a similar foreign insolvency regime or (3) a Seller's inability to pay funded debt obligations as a result of the commencement of the Bankruptcy Cases; provided, however, that with respect to clauses (i), (ii), (iii) and (iv), such effects will only be excluded from consideration to the extent it does not disproportionately and materially adversely affect the Acquired Business as compared to similarly situated businesses.

"Shared Employee" means an employee of the Sellers who provides Overhead and Shared Services.

"Software" means all computer software and code, including assemblers, applets, compilers, source code, object code, development tools, design tools, user interfaces, databases and data, in any form or format, however fixed, including any related documentation.

"Straddle Period" means any taxable year or period beginning on or before and ending after the Closing Date.

"Subsidiary" means each corporation or other Person in which a Person owns or controls, directly or indirectly, capital stock or other equity interests representing more than 50% of the outstanding voting stock or other equity interests.

"Target Net Working Capital" means the amount set forth on Schedule 1.

"Tax" (and, with correlative meaning, "Taxes") includes (a) any federal, state, local, foreign, supra-governmental or supranational net income, gross income, gross receipts, windfall profit, severance, property, production, sales, use, license, excise, franchise, employment, payroll, employee contribution, withholding on amounts paid to or by any Person, alternative or add-on minimum, ad valorem, value-added, transfer, stamp, or environmental tax (including taxes under former Code Section 59A), or any other tax, custom, duty, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or penalty, addition to tax or additional amount imposed by any Tax Authority and (b) any liability for the payment of amounts determined by reference to amounts described in clause "(a)" as a result of being or having been a member of any Affiliated Group, as a result of any obligation under any Contract, agreement or arrangement (including any Tax allocation, Tax indemnity or Tax sharing Contract), as a result of being a transferee or successor, or otherwise.

"Tax Authority" means, with respect to any Tax, the Governmental Body or political subdivision thereof that imposes such Tax, and the agency (if any) charged with the collection of such Taxes for such entity or subdivision, including any governmental or quasi-governmental entity or agency that imposes, or is charged with collecting, social security or similar charges or premiums.

"Tax Return" means any report, return, document, declaration, statement, estimate, schedule, notice, notification, form, election, certificate or other information or filing supplied or required to be supplied to any Tax Authority with respect to Taxes, including any information return, claim for refund, tax credit, incentive or benefit, or amended return, any documents supplied or required to be supplied to any Tax Authority in connection with the determination, assessment, collection or payment of any Tax (including any attached schedule) or in connection with the administration, implementation or enforcement of or compliance with any applicable Law relating to any Tax.

"Tax Sharing Agreement" means that certain Tax sharing agreement by and between United Online, Inc. and FTD Companies, Inc., dated as of October 31, 2013 (as it may be amended, supplemented or modified from to time).

"Trademarks" has the meaning set forth in the definition of Intellectual Property.

"Transactions" means the transactions contemplated by this Agreement.

"Transferred Exception" means (a) all defects, exceptions, restrictions, easements, rights of way and encumbrances disclosed in policies or commitments of title insurance; (b) zoning, entitlement and other land use and environmental regulations by any Governmental Body assuming material compliance with such regulations; (c) title of a lessor under a capital or operating lease if such lease is a Purchased Contract; (d) any other imperfections in title, charges, easements, restrictions and encumbrances with respect to real property that do not materially affect the value or use of the affected asset; (e) mechanics', carriers', workers', repairers', warehousemen's and similar Liens arising or incurred in the Ordinary Course of Business; and (f) local, county, state and federal Laws, ordinances or governmental regulations including Environmental Laws and regulations, local building and fire codes, and zoning, conservation or other land use regulations now or hereafter in effect relating to any Real Property.

"UCC" means the Uniform Commercial Code as from time to time in effect in the State of Delaware.

1.2 Terms Defined Elsewhere in this Agreement. For purposes of this Agreement, the following terms have meanings set forth in the sections indicated:

Term	Section
Acquired Business	Recitals
Agreement	Preamble
Allocation Notice of Objection	10.2(a)
Assignment and Assumption Agreements	4.2(b)
Assumed Cure Costs	2.5
Assumed Liabilities	2.3

Term	Section
Avoidance Action	2.1(b)(xx)
Bankruptcy Case	Recitals
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Business	Recitals
Cash Amount	3.1
Closing	4.1
Closing Date	4.1
Closing Payment	3.3(b)
Closing Statement	3.3(a)
Company	Preamble
Company Permits	5.8
Company Plan	5.9(a)
Confidentiality Agreement	8.7
Deposit Amount	3.2
Dispute	3.4(c)
Dispute Notice	3.4(b)
Effective Date	Preamble
Employment Laws	5.10(b)
Estimated Net Working Capital	3.3(a)
Excluded Assets	2.2
Excluded Liabilities	2.4
FCPA	5.18
Final Allocation Statement	10.2(a)
Final Cash Purchase Price	3.4(d)
Final Net Working Capital	3.4(d)
Florist Network	Recitals
HSR Act	8.5(a)
Inventory	2.1(b)(iii)
Leases	5.15(b)
Necessary Consent	2.6(a)
Neutral Firm	3.4(c)
Personal Information	5.17
Post-Closing Statement	3.4(a)
Proposed Allocation Statement	10.2(a)
Purchase Price	3.1
Purchased Assets	2.1(b)
Purchased Contracts	2.1(b)(v)
Purchased Intellectual Property	2.1(b)(vii)
Purchaser	Preamble
Purchaser Adjustment Amount	3.4(e)
Real Property	2.1(b)(ii)
Sale Motion	7.1
Schedule Completion Date	9.3(d)
Seller or Sellers	Preamble

Term	Section
Seller Return	5.13(a)
Sellers Adjustment Amount	3.4(f)
Stalking Horse Order	7.1
Tangible Personal Property	2.1(b)(iv)
Termination Date	4.4(a)
Transfer Taxes	10.1
WARN Act	5.10(a)(iii)

1.3 Other Definitional and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation will apply:

(i) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day for the giving of any notice or the performance of any act required or permitted under this Agreement is a day that is not a Business Day, then the time for the giving of such notice or the performance of such action will be extended to the next succeeding Business Day.

(ii) Contracts. Reference to any Contract means such Contract as amended or modified and in effect from time to time in accordance with its terms.

(iii) Dollars. Any reference in this Agreement to Dollars or $ will mean U.S. dollars.

(iv) Schedules. All Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule but not otherwise defined therein will be defined as set forth in this Agreement.

(v) GAAP. Terms used herein which are defined in GAAP are, unless specifically defined herein, used herein as defined in GAAP.

(vi) Gender and Number. Any reference in this Agreement to gender will include all genders, and words imparting the singular number only will include the plural and vice versa.

(vii) Headings. The division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and will not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any Article, Section, Recital or Schedule are to the corresponding Article, Section, Recital or Schedule of or to this Agreement unless otherwise specified.

(viii) Herein. The words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(ix) Including. The word "including" or any variation thereof means "including, without limitation" and will not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(x) Law. Reference to any Law means such Law as amended, modified, codified, replaced or re-enacted, in whole or in part, and in effect from time to time, including any successor legislation thereto and any rules and regulations promulgated thereunder, and references to any section or other provision of a Law means that section or provision of such Law in effect from time to time and constituting the substantive amendment, modification, codification, replacement or re-enactment of such section or other provision.

(xi) Schedules. Any reference to a Schedule that is not attached to this Agreement on the Effective Date means such Schedule as agreed upon and described in Section 9.3(d).

(b) The Parties have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as jointly drafted by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

II. PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Assets.

(a) On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser or one or more of its designees will purchase, acquire and accept from the applicable Seller, and each applicable Seller will sell, assign, transfer, convey and deliver to Purchaser or one or more of its designees, all of such Seller's right, title and interest in, to and under the Purchased Assets, free and clear of all Liens (other than Liens created by Purchaser and Transferred Exceptions) and Excluded Liabilities.

(b) The term "Purchased Assets" means all of the properties, assets and rights of any Seller wherever situated or located, whether real, personal or mixed, whether tangible or intangible, whether identifiable or contingent, whether owned, leased, licensed, used or held for use, but in each case, only to the extent primarily used in the conduct of the Acquired Business, and whether or not reflected on the books and records of Sellers, existing as of the Closing, including the following:

(i) all right, title and interest in and to the Owned Real Property;

(ii) all right, title and interest in and to the Leased Real Property (together with the Owned Real Property, the "Real Property");

(iii) all inventory that, as of the close of business on the Closing Date, is used or held for use primarily in the Acquired Business (the "Inventory");

(iv) all fixtures, furniture, furnishings, equipment, leasehold improvements and other tangible personal property owned by a Seller or leased by a Seller, subject to the terms of the relevant lease, that are located on or at the Real Property, whether or not used or held for use in the Acquired Business (collectively, the "Tangible Personal Property");

(v) all right, title and interest of Sellers now or hereafter existing, in, to and under the Contracts that (A) are set forth on Schedule 2.1(b)(v), and (B) are unexpired as of the Closing Date (including those Contracts that have been previously unrenewed) (the "Purchased Contracts");

(vi) all warranties, guarantees and similar rights related to the Purchased Assets, including warranties and guarantees made by suppliers, manufacturers and contractors under the Purchased Assets, and claims against suppliers and other third parties in connection with the Purchased Contracts;

(vii) all Intellectual Property relating primarily to the Acquired Business, including the Intellectual Property set forth on Schedule 2.1(b)(vii) (the "Purchased Intellectual Property");

(viii) all originals and copies of all files and assignment documentation pertaining to existence, validity, availability, registrability, infringement, enforcement or ownership of any of the Purchased Intellectual Property and documentation of the development, conception or reduction to practice thereof, in each case, under any Seller's possession or control;

(ix) all equity owned by Sellers in the entities set forth on Schedule 2.1(b)(ix);

(x) all accounts receivable (whether billed or unbilled), including all Credit Card Accounts Receivable and payment processor receivables, of Sellers arising primarily from the Acquired Business;

(xi) the telephone and fax numbers for the Acquired Business;

(xii) any outstanding promissory notes issued by members of the Florist Network to Sellers;

(xiii) all goodwill related to the Purchased Assets;

(xiv) all books, records, files, invoices, inventory records, product specifications, cost and pricing information, business plans and quality control records and manuals, in each case primarily relating to any Purchased Asset, and all Acquired Business Information, including all data and other information stored in any format or

media, including on hard drives, hard copy or other media primarily relating to any Purchased Asset, in each case to the extent permitted by applicable Laws;

(xv) all Company Permits and any permits to the extent required for performance by Purchaser under the Transition Services Agreement;

(xvi) the E-Commerce Platform;

(xvii) all customer data and information derived from customer purchase files and branded loyalty promotion programs and other similar information related to customer purchases, including personal information (such as name, address, telephone number, e-mail address, website and any other database information) and customer purchase history at a transaction level (including dollar amounts, dates, and items purchased, but excluding from the foregoing any credit card numbers or related customer payment source, social security numbers, or other information prohibited by applicable Laws) relating to customers of the Acquired Business, in each case, to the extent (w) owned by any Seller, (x) transferrable to Purchaser under applicable Law, (y) used or held for use by Sellers primarily in the conduct of the Acquired Business and (z) held in databases of Sellers related to the Acquired Business;

(xviii) all of Sellers' prepaid expenses relating to any of the Purchased Contracts;

(xix) insurance proceeds received by Sellers and insurance awards received by Sellers with respect to any of the Purchased Assets that are not in respect of any Excluded Liabilities;

(xx) all avoidance claims or causes of action against counterparties to Purchased Contracts arising under sections 544, 547, 548, 549 and 550 of the Bankruptcy Code and any similar state law (the "Avoidance Actions"), and all other claims or causes of action against counterparties to Purchased Contracts under any other provision of the Bankruptcy Code or applicable Laws, including all actions relating to vendors and service providers used in the Acquired Business, except for claims related to Excluded Liabilities; provided, that neither the Purchaser, nor any Person claiming by, through or on behalf of the Purchaser (including by operation of law, sale, assignment, conveyance or otherwise) will pursue, prosecute, litigate, institute or commence an action based on, assert, sell, convey, assign or file any claim that relates to the Avoidance Actions;

(xxi) all Sellers' e-mail addresses under the domain names included in the Purchased Intellectual Property to the extent such e-mail addresses exist; and

(xxii) all rights, claims, causes of action and credits owned by a Seller to the extent relating to any Purchased Asset or Assumed Liability, including any such item arising under any guarantee, warranty, indemnity, right of recovery, right of setoff or similar right in favor of such Seller in respect of any Purchased Asset or Assumed Liability.

2.2 Excluded Assets. Nothing herein contained will be deemed to constitute an agreement to sell, transfer, assign or convey the Excluded Assets to Purchaser, and Sellers will retain all right, title and interest to, in and under the Excluded Assets. The term "Excluded Assets" means all assets, properties and rights of any Seller other than the Purchased Assets, including:

(a) all assets related exclusively to the Retained Business;

(b) all Contracts that are not Purchased Contracts;

(c) any interest in real property other than the Real Property (including the leases set forth on Schedule 2.2(c));

(d) all rights that accrue or will accrue to any Seller or any of their Subsidiaries pursuant to this Agreement;

(e) the minute books and similar corporate records of any Seller;

(f) all insurance policies of any Seller or any of their Subsidiaries, and all rights to applicable claims and proceeds thereunder to the extent such applicable claims and/or proceeds thereunder relate to any Retained Business, Excluded Liability or Excluded Asset;

(g) all prepaid expenses related to Contracts that are not Purchased Contracts; and

(h) the sponsorship of, and any assets, properties, interests, or other rights of any Seller or any of their Affiliates under or with respect to, all Benefit Plans; and

(i) the tangible assets previously used in the ProFlowers business exclusively for physical order fulfillment.

2.3 Assumption of Liabilities. On the terms and subject to the conditions set forth in this Agreement and the Approval Order, from and after the Closing, Purchaser will assume or will cause one or more of its designees to assume, effective as of the Closing, and will timely perform and discharge in accordance with their respective terms or such other terms as the Purchaser may be able to negotiate with the Person to whom such Liability is owed, the following Liabilities existing as of the Closing Date and no other Liabilities of Sellers or any of their Affiliates (collectively, the "Assumed Liabilities"):

(a) all Liabilities from the ownership or operation of the Purchased Assets by Purchaser solely to the extent such Liabilities arise after the Closing, but excluding any such Liabilities that (i) accrued prior to the Closing or (ii) arise directly from omissions, actions, or inactions of Sellers and/or any of their Affiliates prior to Closing (it being understood that the Liabilities described in clauses (i) and (ii) are Excluded Liabilities);

(b) any Assumed Cure Costs that Purchaser is required to pay pursuant to Section 2.5;

(c) all Liabilities of Sellers under the Purchased Contracts;

(d) all trade payables of Sellers primarily related to the Acquired Business that are administrative expenses under section 503(b) of the Bankruptcy Code;

(e) any payments due and owing to a member of the Florist Network whether arising prior to or after the Closing;

(f) all Liabilities of Sellers with respect to Groupon coupons and gift certificates related to the Acquired Business and all Liabilities for any unredeemed refund amounts issued to customers of the Acquired Business to the extent arising within 14 days of Closing;

(g) all Liabilities in respect of wages and benefits of Transferred Employees arising from Purchaser's employment of Transferred Employees and to be performed only from and after the Closing Date (other than any such Liabilities that are Retained Taxes);

(h) other than Transfer Taxes, any Taxes relating to the ownership or operation of the Purchased Assets or the Acquired Business that are not Retained Taxes;

(i) any Liability owed to a Retained Business as a result of an order received and processed by an Acquired Business but fulfilled by a Retained Business;

(j) 100% of the Transfer Taxes set forth on Schedule 2.3(j); and

(k) the Liabilities set forth on Schedule 2.3(k).

2.4 Excluded Liabilities. Notwithstanding anything to the contrary set forth herein, the Parties expressly acknowledge and agree that none of Purchaser, any Affiliates of Purchaser, or any assignee of Purchaser will assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for Liabilities of any Seller or any of their respective Affiliates, whether or not related to the Acquired Business or Purchased Assets and whether existing on the Closing Date or arising thereafter, including on the basis of any Law imposing successor or transferee liability or otherwise by operation of Law or by Contract, other than the Assumed Liabilities and the obligations of Purchaser under this Agreement (all such Liabilities that Purchaser is not assuming being referred to collectively as the "Excluded Liabilities"). The Excluded Liabilities include the following Liabilities:

(a) all Liabilities to the extent arising out of or relating to the operation or ownership of or conduct by Sellers or any of their Affiliates of any Retained Business or the Excluded Assets;

(b) all Liabilities to the extent arising out of, relating to or in connection with any Legal Proceeding, including any pending or threatened Legal Proceeding against any Seller or relating to the Acquired Business;

(c) all Liabilities arising out of, relating to or in connection with Sellers' Contracts and Contracts involving any Seller or their Affiliates, other than the Assumed Liabilities;

(d) all Liabilities, including any Legal Proceedings, relating to any employees of any Seller or any of their Affiliates, or any WARN Act payments; provided, that any Liability relating to any Transferred Employee will be an Assumed Liability to the extent set forth on Schedule 2.4(d);

(e) all Liabilities of any Seller or any Affiliate of any Seller under any Benefit Plan; provided, that any Liability relating to any Transferred Employee will be an Assumed Liability to the extent set forth on Schedule 2.4(e);

(f) all Liabilities to any broker, finder or agent or similar intermediary for any broker's fee, finders' fee or similar fee or commission relating to the Transactions for which any Seller or its Affiliates are responsible;

(g) Liabilities relating to any Excluded Asset;

(h) Liabilities accrued, or arising directly from omissions or inactions, prior to Closing and any Liabilities that are caused by any actions or inactions of any Seller and/or any of its Subsidiaries or any of their Affiliates prior to the Closing, including any obligations or infringement, misappropriation or violation of any third party Intellectual Property;

(i) other than Section 2.3(f), all Liabilities for any gift cards of the Acquired Business;

(j) any Retained Taxes; and

(k) all costs and expenses incurred by any Seller in connection with the consummation of the Transactions.

2.5 Cure Amounts. At the Closing and pursuant to Section 365 of the Bankruptcy Code, Sellers will assume the Purchased Contracts (to the extent not previously assumed) and, subject to the terms herein, assign the Purchased Contracts to Purchaser, and Purchaser, subject to the terms herein, will assume the Purchased Contracts. All Cure Costs with respect to the Purchased Contracts (the "Assumed Cure Costs") will be paid by Purchaser (to the extent not paid by Sellers prior to Closing), as and when finally determined by the Bankruptcy Court or as agreed between the Purchaser and the non-debtor counterparty to the Purchased Contract, pursuant to the procedures set forth in the Approval Order, and not by Sellers, and Sellers will have no liability for any Assumed Cure Costs. Sellers agree that they will, as promptly as practicable, take such actions as are reasonably necessary to obtain an Order of the Bankruptcy Court providing for the assumption and assignment of the Purchased Contracts. Sellers will serve on all non-Seller counterparties to all Contracts set forth on Schedule 5.6(a) a notice stating that Sellers are or may (as applicable) be seeking the assumption and assignment of such Contracts and the proposed Cure Costs amount for each Contract, and will notify such non-Seller counterparties of the deadline for objecting to the Cure Costs relating to such Contracts, if any,

which deadline will be not less than three Business Days prior to the sale hearing date designated in the Bidding Procedures Order.

2.6 Non-Assignment of Assets.

(a) Notwithstanding any other provision of this Agreement to the contrary, this Agreement will not constitute an agreement to assign or transfer and will not effect the assignment or transfer of any Purchased Asset (including any Purchased Contract) if (i) (A) prohibited by applicable Law, (B) an attempted assignment or transfer thereof would reasonably likely to subject Purchaser, its Affiliates or any of its or their respective Representatives to civil or criminal Liability or (C) an attempted assignment or transfer thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any Person (including, without limitation, expiration or early termination of the applicable waiting period under the HSR Act), would constitute a breach, default or violation thereof or of any Law or Order (each such action, a "Necessary Consent"), or in any way adversely affect the rights of Purchaser thereunder or (ii) the Bankruptcy Court has not entered an Order (including, for the avoidance of doubt, the Approval Order) approving such assignment or transfer. In such event, such assignment or transfer is subject to such Necessary Consent being obtained and Sellers and Purchaser will use their respective reasonable best efforts to obtain the Necessary Consents with respect to any such Purchased Asset (including any Purchased Contract) or any claim or right or any benefit arising thereunder for the assignment or transfer thereof to Purchaser as Purchaser may reasonably request; provided, however, that Sellers will not be obligated to pay any consideration therefor to any third party from whom consent or approval is requested or to initiate any litigation or Legal Proceedings to obtain any such consent or approval. If such Necessary Consent is not obtained, or if an attempted assignment or transfer thereof would give rise to any of the circumstances described in clauses (i) or (ii) of the first sentence of this Section 2.6(a), be ineffective or would adversely affect the rights of Purchaser to such Purchased Asset following the Closing, (x) Sellers and Purchaser will, and will cause their respective Affiliates to, (1) use reasonable best efforts (including cooperating with one another to obtain such Necessary Consents, to the extent feasible) as may be necessary so that Purchaser would obtain the benefits and assume the obligations thereunder in accordance with this Agreement, (2) complete any such assignments or transfers as soon as reasonably practicable, and (3) upon receipt of any applicable Necessary Consents, to transfer or assign the applicable Purchased Asset to Purchaser, and (y) Sellers will, and will cause their respective Affiliates to, cooperate with Purchaser in good faith without further consideration in any arrangement reasonably acceptable to Purchaser and Sellers intended to provide Purchaser with the benefit of any such Purchased Assets.

(b) Subject to Section 2.6(a), if after the Closing (i) Purchaser or its designee holds any Excluded Assets or Excluded Liabilities or (ii) any Seller holds any Purchased Assets or Assumed Liabilities, Purchaser or the applicable Seller will promptly transfer (or cause to be transferred) such assets or assume (or cause to be assumed) such Liabilities to or from (as the case may be) the other Party. Prior to any such transfer, the Party receiving or possessing any such asset will hold it in trust for such other Party. Without limiting the generality of the foregoing, in the event that any Seller receives any payment from a third party after the Closing Date pursuant to any of the Purchased Contracts (or with respect to the operation by Purchaser of the Acquired Business or any Purchased Asset during the post-Closing period) and to the extent

such payment is not in respect of an Excluded Asset or a Excluded Liability, Sellers will forward such payment, as promptly as practicable but in any event within 30 days after such receipt, to Purchaser and notify such third party to remit all future payments (in each case, to the extent such payment is in respect of any post-Closing period with respect to the Acquired Business and is not in respect of an Excluded Asset or an Excluded Liability) pursuant to the Purchased Contracts to Purchaser. Similarly, in the event that Purchaser receives any payment from a third party after the Closing on account of, or in connection with, any Excluded Asset, Purchaser will forward such payment, as promptly as practicable but in any event within 30 days after such receipt, to Sellers and notify such third party to remit all future payments on account of or in connection with the Excluded Assets to Sellers.

(c) Excluding or Adding Purchased Contracts. Purchaser will have the exclusive right to notify Sellers in writing of (i) any Purchased Contract that it does not wish to assume, or (ii) any Contract to which any Seller is a party and that is (A) related to the license or use by a third party, or rights of any third party with respect to, the Purchased Intellectual Property, or (B) related primarily to the Acquired Business (and in each case has not been rejected by any Seller) that Purchaser wishes to add as an Purchased Contract, in each case, up to three Business Days prior to the Closing. Any such previously considered Purchased Contracts that Purchaser no longer wishes to assume will be automatically deemed to be removed from the Schedules related to Purchased Contracts and automatically deemed not to be Purchased Contracts, in each case, without any adjustment to the Purchase Price, and to be an Excluded Asset, and any such previously considered Contracts that Purchaser wishes to assume as Purchased Contracts will be automatically deemed to be, and to be added to the Schedules related to, Purchased Contracts, and assumed by Sellers to sell and assign to Purchaser, without any adjustment to the Purchase Price. If any Contract that may be assigned by a Seller to Purchaser pursuant to Sections 363 and 365 of the Bankruptcy Code is added to the list of Purchased Contracts in accordance with this Section 2.6(c), then the applicable Seller will take such steps as are reasonably necessary to cause such Contract to be assumed and assigned to Purchaser as promptly as possible at or following the Closing, subject to provision by Purchaser of adequate assurance as may be required under Section 365 of the Bankruptcy Code and payment by Purchaser of the Assumed Cure Costs in respect of such Purchased Contracts, pursuant to and in accordance with Section 365 of the Bankruptcy Code and the Approval Order. Sellers will not reject or seek to reject any Contract that is a Purchased Contract without the consent of Purchaser.

2.7 Further Conveyances and Assumptions. From time to time following the Closing, Sellers and Purchaser will, and will cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases and other instruments, and will take such further actions, as may be reasonably necessary or appropriate to assure fully to Purchaser and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Purchaser under this Agreement and to assure fully to each Seller and its Affiliates and their respective successors and assigns, the assumption of the liabilities and obligations assumed by Purchaser under this Agreement, and to otherwise make effective the Transactions; provided, that nothing in this Section 2.7 will require Purchaser or any of its Affiliates to assume any Liabilities other than the Assumed Liabilities.

III. CONSIDERATION; ADJUSTMENT

3.1 Consideration. The aggregate consideration for the Purchased Assets (the "Purchase Price"), as adjusted pursuant to and in accordance with Section 3.4, will be: (a) $95,000,000 in cash (the "Cash Amount"); plus (b) the assumption of the Assumed Liabilities.

3.2 Purchase Price Deposit. Sellers and Purchaser will negotiate and execute the form of Escrow Agreement within five Business Days following the Effective Date. On the first Business Day after opening of the Escrow Account, Purchaser will deposit a sum of $9,500,000 (the "Deposit Amount") into the Escrow Account, which will be held in the Escrow Account and will be either delivered to Purchaser or paid to the Company as follows: (a) if the Closing occurs, the Deposit Amount, less the Adjustment Escrow Amount, will be applied towards the Cash Amount payable by Purchaser pursuant to Section 3.3, (b) if this Agreement is terminated by the Company pursuant to Section 4.4(d), then the Deposit Amount will promptly be released to the Company (and such Deposit Amount will be deemed fully earned by the Company as compensation and consideration for entering into this Agreement), or (c) if this Agreement is terminated for any reason other than by Sellers pursuant to Section 4.4(d), then the Deposit Amount will promptly be released to Purchaser.

3.3 Pre-Closing Statement; Payment of Purchase Price.

(a) The Company will prepare and deliver to Purchaser not less than five Business Days prior to the Closing Date a statement (the "Closing Statement") setting forth the Company's good faith estimate of Net Working Capital ("Estimated Net Working Capital"), which will be calculated in accordance with and using the methodologies set forth on Schedule 1. Sellers agree to provide reasonable access to accounting records, systems and personnel and Purchaser agrees to coordinate with Sellers to minimize disruptions to the operations.

(b) At the Closing, (i) Purchaser will pay to Sellers, in immediately available funds to the account or accounts designated by the Company, (A) the Cash Amount plus (B) the amount, if any, by which Estimated Net Working Capital exceeds the Target Net Working Capital, less (C) the amount, if any, by which Estimated Net Working Capital is less than the Target Net Working Capital, less (D) the Deposit Amount (the "Closing Payment") and (ii) the Deposit Amount, less the Adjustment Escrow Amount, will be released to Sellers. Sellers and Purchaser will execute and deliver to U.S. Bank a joint instruction directing (i) payment to Sellers of an amount equal to the Deposit Amount less the Adjustment Escrow Amount and (ii) transfer to the Escrow Account a portion of the Deposit Amount equal to the Adjustment Escrow Amount.

3.4 Post-Closing Adjustment.

(a) As promptly as practicable, but in no event later than 60 days after the Closing Date, Purchaser will prepare and deliver to Sellers a statement (the "Post-Closing Statement") setting forth Purchaser's calculation of Net Working Capital. The Post-Closing Statement will be prepared in accordance with and using the methodologies set forth on Schedule 1. The Post-Closing Statement will also set forth in reasonable detail the basis for such determination as well as Purchaser's calculation of the amount required to be paid pursuant to

Section 3.4(d). Purchaser will provide to Sellers such additional back-up or supporting data relating to the preparation of the Post-Closing Statement and the calculation of Net Working Capital as Sellers may reasonably request and Sellers and their Representatives will be permitted to review Purchaser's work papers and will have reasonable access to Purchaser's personnel and relevant Representatives in connection with the preparation of the Post-Closing Statement and Purchaser's calculation of Net Working Capital. The Parties will not introduce different judgments, accounting methods, policies, principles, practices, procedures, classifications or estimation methodologies for the purpose of determining the Net Working Capital under this paragraph from those used in Schedule 1 and the calculation of Estimated Net Working Capital. Without limiting the foregoing, the Net Working Capital as calculated in the Post-Closing Statement will not contain any categories or types of assets or liabilities or other accounts, reserves or line items not reflected in the calculations of Net Working Capital as set forth on Schedule 1 or the Estimated Net Working Capital, respectively. If Purchaser fails to deliver the Post-Closing Statement within 60 days following the Closing Date, then the Estimated Net Working Capital will be final, not subject to further adjustment and will be final and binding on the Parties.

(b) Sellers may, within 30 days following receipt of the Post-Closing Statement, provide Purchaser with written notice (a "Dispute Notice") of their disagreement with the calculation of Net Working Capital reflected on the Post-Closing Statement. If no such notice is delivered to Purchaser by Sellers within such period, the Post-Closing Statement and the calculation of Net Working Capital reflected thereon will be deemed final and binding on the Parties. A Dispute Notice will set forth Sellers' determination of Net Working Capital in reasonable detail and the basis for such determination. Purchaser and Sellers will endeavor in good faith to resolve any such disagreement within 15 days following the delivery by Sellers of such Dispute Notice. Any resolution (including any partial resolution) of such a disagreement will be set forth in a writing executed by Purchaser and Sellers, and any such resolution will be final and binding on the Parties.

(c) If Purchaser and Sellers are unable to completely resolve any such disagreement within the 15-day period referred to in Section 3.4(b), the unresolved issues (and only such unresolved issues) (such unresolved issues collectively, the "Dispute") will be promptly submitted for resolution to BDO USA, LLP, or, if BDO USA, LLP is unwilling or unable to act, a recognizable, reputable and impartial certified public accounting firm that is mutually acceptable to Purchaser and Sellers (BDO USA, LLP or such other accounting firm, as applicable, the "Neutral Firm"). The Neutral Firm will be instructed to resolve any outstanding Dispute; provided, that the Neutral Firm's determination of any amount subject to the Dispute will be no (x) less than the lesser of the amounts claimed by Purchaser and Sellers, respectively, or (y) greater than the greater of the amounts claimed by Purchaser and Sellers, respectively. The Parties will instruct the Neutral Firm to render its determination with respect to the entire Dispute within 30 days of the referral of the Dispute thereto, and the determination of the Neutral Firm will be final and binding upon the Parties. The fees and expenses of the Neutral Firm will be borne by Purchaser, on the one hand, and Sellers, on the other hand, in the same proportion that the dollar amount subject to Dispute which is not resolved in favor of Purchaser and Sellers, as applicable, bears to the total dollar amount subject to the Dispute resolved by the Neutral Firm. For illustration purposes only, if the total amount of the Dispute is $100,000, and Sellers

are awarded $75,000 by the Neutral Firm, Sellers will bear 25% and Purchaser will bear 75% of the Neutral Firm's fees and expenses.

(d) Within two Business Days after the date on which Net Working Capital is finally determined pursuant to Section 3.4(b) or 3.4(c), as the case may be ("Final Net Working Capital"), Purchaser and the Company will jointly determine the amount of the Closing Payment had the Final Net Working Capital been used to calculate the Closing Payment pursuant to Section 3.3(b) (the result of such adjustments being the "Final Cash Purchase Price").

(e) If the Final Cash Purchase Price is less than the Closing Payment (the "Purchaser Adjustment Amount"), within two Business Days of the date on which the Final Cash Purchase Price is so determined, (i) Purchaser and Sellers will deliver joint instructions to U.S. Bank to deliver to Purchaser from the Escrow Account the Purchaser Adjustment Amount in cash by wire transfer of immediately available funds, (ii) if the Purchaser Adjustment Amount is more than the Adjustment Escrow Amount, then Sellers will pay Purchaser the amount of such excess in cash by wire transfer of immediately available funds, and (iii) if the Purchaser Adjustment Amount is less than the Adjustment Escrow Amount, then Purchaser and Sellers will deliver joint instructions to U.S. Bank to deliver to Seller the difference in cash by wire transfer of immediately available funds.

(f) If the Closing Payment is less than the Final Cash Purchase Price (the "Sellers Adjustment Amount"), within two Business Days of the date on which the Final Cash Purchase Price is so determined, (i) Purchaser and Sellers will execute joint instructions to U.S. Bank to deliver to Sellers the Escrow Account in cash by wire transfer of immediately available funds, and (ii) Purchaser will pay Sellers the Sellers Adjustment Amount by wire transfer of immediately available funds.

(g) Any payment pursuant to Section 3.4(e) or Section 3.4(f) will be treated for all Tax purposes as a purchase price adjustment, unless otherwise required by applicable Law.

(h) Neither any Seller nor Purchaser will take (and each will cause its Affiliates not to take) any action with respect to the accounting books and records of the Acquired Business, or the items reflected thereon, on which the Post-Closing Statement is to be based, that would frustrate the review and adjustment procedure set forth in this Section 3.4.

3.5 Withholding. Notwithstanding anything in this Agreement to the contrary, Purchaser and its agents and designees will be entitled to withhold and deduct from the consideration otherwise payable pursuant to this Agreement such amounts as any of Purchaser or its designees or agents, as applicable, are required to deduct and withhold with respect to the making of such payment under any provision of Tax Law; provided, that Purchaser will use commercially reasonable efforts to notify the recipient of the withholding obligation (other than with respect to any withholding pursuant to Section 1445 of the Code) and the amount to be withheld at least five days prior to the date such amount is payable under this Agreement and provide the recipient with a reasonable opportunity to provide any forms or documentation necessary to avoid or minimize withholding. To the extent that amounts are so withheld and paid over to the appropriate Tax Authority, such amounts will be treated for all purposes of this

Agreement as having been paid to the Person in respect of which such deduction and withholding were made.

IV. CLOSING AND TERMINATION

4.1 Closing Date. Subject to the satisfaction of the conditions set forth in Sections 9.1, 9.2 and 9.3 hereof (or the waiver thereof by the Party entitled to waive that condition), the closing of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities provided for in Article II (the "Closing") will take place at Jones Day, 77 W. Wacker Dr. Suite 3500 Chicago, Illinois 60601 at 10:00 a.m. (Central time) on the date that is two Business Days following the satisfaction or waiver of the conditions set forth in Sections 9.1, 9.2 and 9.3 (other than conditions that by their nature are to be first satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), or at such other place and time as the Parties may designate in writing. The date on which the Closing is held is referred to in this Agreement as the "Closing Date."

4.2 Deliveries by Sellers. At the Closing, Sellers will deliver to Purchaser:

(a) one or more duly executed bills of sale in a form to be reasonably agreed upon by the Parties;

(b) (i) one or more duly executed assignment and assumption agreements, in a form to be agreed upon by the Parties and (ii) duly executed assignments to Purchaser of the registered Trademarks and Trademark applications and registered copyrights and copyright applications included in the Purchased Intellectual Property, in each case, in a form suitable for recording in the U.S. Patent and Trademark Office (and equivalent offices in jurisdictions outside the United States) (the "Assignment and Assumption Agreements");

(c) the officer's certificate required to be delivered pursuant to Sections 9.1(a) and 9.1(b);

(d) a non-foreign affidavit from each Seller dated as of the Closing Date, sworn under penalty of perjury and in form and substance reasonably satisfactory to Purchaser and as required under Treasury Regulations issued pursuant to Section 1445 of the Code stating that it is not a "foreign person" as defined in Section 1445 of the Code;

(e) by the Seller of the Owned Real Property, a grant deed (or similar deed required in a particular jurisdiction where the Owned Real Property is located) to the Owned Real Property in recordable form, duly executed by the applicable Seller; and

(f) all other deeds, endorsements, assignments, company seals, instruments of transfer and other instruments of conveyance reasonably requested by Purchaser or required to convey and assign the Purchased Assets to Purchaser and vest title therein in Purchaser free and clear of all Liens (other than those Liens created by Purchaser and Transferred Exceptions).

4.3 Deliveries by Purchaser. At the Closing, Purchaser will deliver to the Company:

(a) the consideration specified in Section 3.1, as adjusted pursuant to Section 3.3;

(b) the officer's certificate required to be delivered pursuant to Sections 9.2(a) and 9.2(b);

(c) a duly executed copy of an intellectual property license from Purchaser in a form to be agreed between Purchaser and Seller or its Affiliate;

(d) a duly executed copy of the transition services agreement described in Section 8.10; and

(e) all such other documents, instruments and certificates, reasonably requested by Sellers, to evidence the assumption by Purchaser of the Assumed Liabilities.

4.4 Termination of Agreement. This Agreement may be terminated prior to the Closing as follows:

(a) by Purchaser or the Company, if:

(i) the Closing has not occurred by 5:00 p.m. Central time on August 26, 2019 (the "Termination Date"), which date may be extended pursuant to Sections 4.4(c) and 4.4(d)(i); provided, however, that if the Closing has not occurred on or before the Termination Date due to a breach of any representations, warranties, covenants or agreements contained in this Agreement (A) by Purchaser that has resulted in any of the conditions set forth in Sections 9.2 or 9.3 not being satisfied by the Termination Date, then Purchaser may not terminate this Agreement pursuant to this Section 4.4(a) or (B) by any Seller that has resulted in any of the conditions set forth in Section 9.1 or 9.3 not being satisfied by the Termination Date, then the Company may not terminate this Agreement pursuant to this Section 4.4(a)(i); or

(ii) the condition set forth in Section 9.3(d) shall not have been satisfied or waived by 5:00 p.m. Central time on June 12, 2019.

(b) by mutual written consent of the Company and Purchaser.

(c) by Purchaser; provided, that Purchaser is not then in breach of any representation, warranty, covenant or agreement contained in this Agreement that would result in a failure of a condition set forth in Sections 9.2 or 9.3,

(i) if (x) Sellers breach any representation or warranty or any covenant or agreement contained in this Agreement, (y) such breach would result in a failure of a condition set forth in Sections 9.1 or 9.3 or breach of Section 4.2 and (z) such breach has not been cured within 10 Business Days after the giving of written notice by Purchaser to the Company of such breach; provided, further, that in the event that Purchaser provides such written notice to the Company less than 10 Business Days before the Termination Date, then the Termination Date will be extended until the end of the 10 Business Day cure period set forth in this Section 4.4(c)(i); or

(ii) if (x) the Stalking Horse Order and the Bidding Procedures Order are not entered by the Bankruptcy Court on or before July 8, 2019; or (y) the Approval Order is not entered by the Bankruptcy Court on or before August 12, 2019.

(d) by the Company; provided, that no Seller is then in breach of any representation or warranty (but only after the Schedule Completion Date), covenant or agreement contained in this Agreement that would result in a failure of a condition set forth in Sections 9.1 or 9.3,

(i) if (x) Purchaser breaches any representation or warranty or any covenant or agreement contained in this Agreement, (y) such breach would result in a failure of a condition set forth in Sections 9.2 or 9.3 or breach of Section 4.1 and (z) such breach has not been cured within 10 Business Days after the giving of written notice by the Company to Purchaser of such breach; provided, further, that in the event that the Company provides such written notice to Purchaser less than 10 Business Days before the Termination Date, then the Termination Date will be extended until the end of the 10 Business Day cure period set forth in this Section 4.4(d)(i); or

(ii) if all of the conditions set forth in Sections 9.1 and 9.3 have been satisfied (other than those conditions that by their nature can only be satisfied at the Closing), Sellers have given written notice to Purchaser that they are prepared to consummate the Closing and Purchaser fails to consummate the Closing within ten Business Days after the date that the Closing should have occurred pursuant to Section 4.1.

(e) by the Company or Purchaser, if there is in effect a final non-appealable Order of a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Transactions; it being agreed that the Parties will promptly appeal and use reasonable best efforts to seek to overturn any adverse determination which is not non-appealable and pursue such appeal with reasonable diligence unless and until this Agreement is terminated pursuant to this Section 4.4.

(f) automatically, upon the consummation of an Alternative Transaction, in each case subject to Purchaser's right to payment of the Expense Reimbursement Amount and Break-Up Fee in accordance with Section 4.6.

(g) by the Company or Purchaser, if the Bankruptcy Case is dismissed or converted to a case or cases under Chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of Sellers is appointed in the Bankruptcy Case.

(h) by the Company or Purchaser if the condition set forth in Section 9.3(e) shall not have been satisfied (with such satisfaction irrevocably confirmed in writing by Purchaser) or irrevocably waived by the Company and Purchaser by 5:00 p.m. Central time on the second Business Day following the later of (i) June 12, 2019 and (ii) the Schedule Completion Date; provided, however, that if as of the date of such termination, Purchaser is in breach of any representations, warranties, covenants or agreements contained in this Agreement

that would result in a failure of a condition set forth in Sections 9.2 or 9.3, then Purchaser may not terminate this Agreement pursuant to this Section 4.4(h).

4.5 Procedure Upon Termination. In the event of termination pursuant to Section 4.4 (other than Section 4.4(f), under which termination will take place automatically), the terminating Party will give written notice thereof to the other Party or Parties, and this Agreement will terminate as described in Section 4.6, and the purchase of the Purchased Assets and assumption of the Assumed Liabilities hereunder will be abandoned, without further action by Purchaser or any Seller.

4.6 Effect of Termination; Expense Reimbursement Amount; Break-Up Fee.

(a) In the event that this Agreement is terminated as provided herein, then each of the Parties will be relieved of its duties and obligations arising under this Agreement after the date of such termination and there will be no Liability or obligation on Purchaser, any Seller or any of their respective Representatives, except as specifically set forth in this Section 4.6; provided, however, that the provisions of Section 3.2, this Section 4.6, and Article XI (other than Section 11.3) and, to the extent necessary to effectuate the foregoing enumerated provisions, Article I, will survive any such termination and will be enforceable hereunder; provided, further, that nothing in this Section 4.6 will be deemed to release any Party from Liability for any breach of this Agreement prior to termination and nothing in this Section 4.6 will be deemed to interfere with Sellers' rights to retain the Deposit Amount or Sellers' obligation to return the Deposit Amount to Purchaser, in each case as provided in Section 3.2.

(b) Notwithstanding Section 4.6(a), (i) if this Agreement is terminated other than pursuant to Sections 4.4(a)(ii), 4.4(b), 4.4(d), 4.4(f) or 4.4(h) and (ii) at the time of such termination, Purchaser is not then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement that would result in a failure of a condition set forth in Sections 9.2 or 9.3, then Sellers will pay the Expense Reimbursement Amount to Purchaser by wire transfer of immediately available funds, without further order of the Bankruptcy Court, within three Business Days following such termination of this Agreement.

(c) Notwithstanding Section 4.6(a), (i) if this Agreement is terminated pursuant to Section 4.4(f) and (ii) at the time of such termination, Purchaser is not then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement that would result in a failure of a condition set forth in Sections 9.2 or 9.3, then Sellers will pay the Break-Up Fee to Purchaser by wire transfer of immediately available funds, without further order of the Bankruptcy Court, concurrently with the consummation of any Alternative Transaction.

(d) Sellers will pay the Expense Reimbursement Amount to Purchaser by wire transfer of immediately available funds, without further order of the Bankruptcy Court, within three Business Days following the execution by the Sellers of a definitive agreement for an Alternative Transaction (including entry into a plan support agreement or filing a plan of reorganization before the Termination Date) or approval by the Bankruptcy Court of an Alternative Transaction.

(e) The obligation of Sellers to pay the Expense Reimbursement Amount and the Break-Up Fee is subject to approval by the Bankruptcy Court as part of the Stalking Horse Order and/or Bidding Procedures Order and shall survive the termination of this Agreement.

V. REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the Schedules, only effective as of the Schedule Completion Date, or in the Company SEC Documents (other than any forward-looking disclosures set forth in any risk factor section, any disclosure in any section relating to forward-looking statements and any other similar disclosures included therein, in each case, to the extent such disclosures are primarily predictive or forward-looking in nature and do not consist of statements of present fact) filed prior to the date of this Agreement, as of the Schedule Completion Date (other than Section 5.1 and Section 5.2, which are made as of the date hereof), Sellers hereby represent and warrant to Purchaser that:

5.1 Organization and Good Standing. Each Seller is an entity duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization and, subject to any limitations that may be imposed on such Seller as a result of filing a petition for relief under the Bankruptcy Code, has the requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted.

5.2 Authorization of Agreement. Subject to entry of the Approval Order, as applicable, each Seller has the requisite power and authority to execute and deliver this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party and to perform its respective obligations hereunder and thereunder. The execution and delivery of this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party and the consummation of the Transactions have been duly authorized by all requisite corporate or similar action on the part of each Seller. This Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party has been duly and validly executed and delivered, and each agreement, document or instrument contemplated hereby or thereby to be delivered at or prior to Closing will be duly and validly executed and delivered, by the applicable Seller and (assuming the due authorization, execution and delivery by the other Parties and the entry of the Approval Order) this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party constitutes legal, valid and binding obligations of each applicable Seller enforceable against such Seller in accordance with its respective terms, subject to equitable principles of general applicability (whether considered in a proceeding at law or in equity).

5.3 No Violation. Except as set forth in Schedule 5.3 and assuming (i) the accuracy of Purchaser's representations and warranties set forth in Article VI, (ii) the making of the notices, reports and filings and the obtaining of consents and approvals referred to in Section 5.4 of this Agreement and Schedule 5.4, and (iii) the Approval Order is entered, neither the execution and delivery of this Agreement and the other documents to be delivered pursuant to this Agreement to which any Seller is a party, nor the performance by Sellers of their respective obligations hereunder and thereunder, nor the consummation by Sellers of the transactions contemplated hereby and thereby, do or will (a) violate, conflict with or result in any breach of

any provision of the certificate of incorporation or formation, bylaws, operating agreement or other organizational document of any Seller, (b) violate, conflict with or result in a violation or breach of or default under (either immediately or upon notice, lapse of time or both), or constitute a default (with or without due notice or lapse of time or both) under the terms, conditions or provisions of any Purchased Contract to which any Seller is a party in a manner that would give rise to any right of termination, cancellation or result in the acceleration of any material obligation under any Purchased Contract, or (c) violate any Law applicable to any such Seller or by which any of the Purchased Assets or the Assumed Liabilities is subject, except, in the case of clauses (b) and (c), for any such violation, conflict, breach, default, acceleration, right or other occurrence which would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect.

5.4 Governmental Consents. Except as set forth on Schedule 5.4 and except to the extent not required if the Approval Order is entered, no consent, waiver, approval, Order or authorization of, or declaration or filing with, or notification to, any Person or Governmental Body is required on the part of any Seller in connection with the execution and delivery of this Agreement or any other agreement, document or instrument contemplated hereby or thereby to which any Seller is a party, the compliance by Sellers with any of the provisions hereof or thereof, the consummation of the Transactions or the taking by Sellers of any other action contemplated hereby or thereby (with or without notice or lapse of time, or both), except for (a) the entry of the Approval Order and (b) immaterial consents, waivers, approvals, Orders, authorizations, declarations, filings and notifications.

5.5 Title to Purchased Assets. Except as set forth on Schedule 5.5, subject to Section 2.7 and (a) bankruptcy, insolvency, or other similar Laws affecting the enforcement of creditors' rights generally, and (b) equitable principles of general applicability (whether considered in a proceeding at law or in equity), Sellers have good and valid title to, or in the case of leased assets, have good and valid leasehold interests in, the Purchased Assets free and clear of all Liens (other than Transferred Exceptions) and, at the Closing, Purchaser will be vested with good and valid title to, or in the case of leased assets, good and valid leasehold interest in, such Purchased Assets, free and clear of all Liens (other than Transferred Exceptions) and Excluded Liabilities, to the fullest extent permissible under Law, including Section 363(f) of the Bankruptcy Code.

5.6 Validity of Purchased Contracts.

(a) Schedule 5.6(a) sets forth a true, complete and accurate list, as of the Schedule Completion Date hereof and as of the Closing Date (provided, that Sellers will be permitted to deliver the copy of Schedule 5.6(a) as of the Closing Date up until the date that is five Business Days prior to the Closing) of all Contracts to which any Seller is a party that are (i) related in any material respect to the license (by or to any Seller) of, the use by any third party of, or the rights of any third party with respect to, the Purchased Intellectual Property or (ii) material to the Acquired Business, which list includes with respect to each such Contract the Cure Costs that would be included in the applicable notice to the non-debtor counterparty if such Contract were a Purchased Contract. A true and correct copy of each such Contract has been provided to Purchaser.

(b) Each Purchased Contract is in full force and effect and is a valid and binding obligation of Seller party thereto and, to the Knowledge of Sellers, the other parties thereto in accordance with its terms and conditions, except as such validity and enforceability may be limited by (a) bankruptcy, insolvency, or other similar Laws affecting the enforcement of creditors' rights generally, (b) equitable principles of general applicability (whether considered in a proceeding at law or in equity), and (c) the obligation to pay Cure Costs (if any) under Section 2.5. As of the Schedule Completion Date, no Seller has Knowledge of the intention of any third party to terminate any Purchased Contract. As of the Schedule Completion Date, to the Knowledge of Sellers, no event has occurred which, with the passage of time or the giving of notice, or both, would constitute a default under or a violation of any such Purchased Contract or would cause the acceleration of any obligation of any Seller or the creation of a Lien upon any Purchased Asset, except for such events that would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect.

5.7 Litigation. Except for Legal Proceedings that do not have, and would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect, as of the Schedule Completion Date, there are no Legal Proceedings or Orders pending or, to the Knowledge of Sellers, threatened against any Seller that involves or relates to the Acquired Business, any of the Transactions, or affects any of the Purchased Assets.

5.8 Compliance with Laws. Sellers are and, since June 30, 2016, have been in compliance with all applicable Laws and Orders, except for failures to comply or violations that would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect. Sellers hold all governmental licenses, authorizations, permits, consents and approvals necessary for the operation of the Acquired Business as presently conducted, taken as a whole (the "Company Permits"), except where such failure would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect. Sellers are in compliance with the terms of the Company Permits, except for failures to comply that would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect.

5.9 Employee Compensation and Benefit Plans; ERISA.

(a) As used herein, the term "Company Plan" will mean each material "employee benefit plan" (within the meaning of Section 3(3) ERISA) and each other material equity incentive, compensation, severance, employment, company stock plan, change-in-control, retention, fringe benefit, bonus, incentive, savings, retirement, deferred compensation or other Benefit Plan, agreement, program, policy or Contract, whether or not subject to ERISA, in each case other than a "multiemployer plan," as defined in Section 3(37) of ERISA, under which any current or former employee, officer, director, contractor (who is a natural Person) or consultant (who is a natural Person) of Sellers has any present or future right to benefits and which are entered into, contributed to, sponsored by or maintained by Sellers.

(b) Except as would not, individually or in the aggregate, have a Seller Material Adverse Effect:

(i) Each Company Plan is in material compliance with all applicable Laws, including ERISA and the Code.

(ii) Each Company Plan that is intended to be a qualified plan under Section 401(a) of the Code has received a favorable determination or opinion letter to that effect from the IRS and, to the Knowledge of Sellers, no event has occurred since the date of such determination or opinion that would reasonably be expected to adversely affect such determination or opinion.

(iii) To the Knowledge of Sellers, no condition exists that is reasonably likely to subject Sellers to any direct or indirect liability under Title IV of ERISA.

(iv) No Legal Proceeding (other than routine claims for benefits in the Ordinary Course of Business) are pending or, to the Knowledge of Sellers, threatened with respect to any Company Plan.

5.10 Labor and Employment Matters.

(a) Labor Matters. Except as would not have, individually or in the aggregate, a Seller Material Adverse Effect:

(i) None of Sellers are party to, or bound by, any labor agreement, collective bargaining agreement, work rules or practices, or any other labor-related Contract with any labor union, trade union or labor organization. Other than as required by operation of applicable Law, no employees of Sellers are represented by any labor union, trade union or labor organization with respect to their employment with Sellers. No labor union, trade union, labor organization or group of employees of Sellers has made a pending demand for recognition or certification, and there are no representation or certification proceedings or petitions seeking a representation proceeding presently pending or threatened in writing to be brought or filed with the National Labor Relations Board or any other Governmental Body. To the Knowledge of Sellers, there are no organizing activities with respect to any employees of Sellers. There has been no actual or, to the Knowledge of Sellers, threatened material arbitrations, material grievances, labor disputes, strikes, lockouts, slowdowns or work stoppages against or affecting Sellers. None of Sellers are engaged in, or since December 31, 2016 have engaged in, any unfair labor practice, as defined in the National Labor Relations Act or other applicable Laws.

(ii) None of Sellers have received since December 31, 2016 any written notice of intent by any Governmental Body responsible for the enforcement of labor or employment Laws to conduct an investigation relating to Sellers and, to the Knowledge of Sellers, no such investigation is in progress.

(iii) Except as set forth on Schedule 5.10(a)(iii), none of Sellers have effectuated (i) a "plant closing" (as defined in the Worker Adjustment and Retraining Notification Act (or any similar state or local law, the "WARN Act")) in connection with the Acquired Business; or (ii) a "mass layoff" (as defined in the WARN Act) of individuals employed at or who primarily provided service to the Acquired Business.

The Sellers have heretofore made available to Purchaser a true and complete list of layoffs, by location, implemented by the Sellers or any of their Subsidiaries in the 90-day period preceding the Closing Date at any location employing any individuals employed by the Acquired Business.

(b) Personnel Matters.

(i) Sellers have provided to Purchaser an accurate and complete list of the names, job classifications, dates of hire, base compensation, and any supplemental or bonus compensation (including any retention bonus arrangements) for all salaried Business Employees.

(ii) To the Knowledge of Sellers and except as to matters which would not reasonably be expected to have a Seller Material Adverse Effect, all Sellers are currently complying and have for the past five years complied with all Laws and Orders of any Governmental Body relating to, touching upon or concerning the employment of the Business Employees, including relating to the hiring, firing and treatment of employees, or any legal obligation or duty regarding employment practices, terms and conditions of employment, equal opportunity, non-discrimination, discharge, immigration, anti-harassment, anti-retaliation, whistle blowing, compensation, wages, overtime payments, hours, benefits, collective bargaining, income tax withholding, the payment of Social Security and other similar Taxes, pension plans, the modification or termination of Benefit Plans and retiree health insurance plans, policies, programs, agreements, occupational safety and health, workers compensation or other similar benefits and payments on account of occupational illness and injuries, employment Contracts, collective bargaining agreements, grievances originating under the collective bargaining agreements, wrongful discharge, torts such as invasion of privacy, infliction of emotional distress, defamation, and slander (collectively, "Employment Laws").

(iii) To the Knowledge of Sellers, there are no threatened or pending charges, complaints, demands, lawsuits, or petitions against, or investigations being conducted of any Sellers concerning or relating to any alleged violations of, or failure to comply with, any Employment Laws, except for such matters that would not reasonably be expected to have a Seller Material Adverse Effect.

5.11 Intellectual Property.

(a) Intellectual Property. Except as set forth on Schedule 5.11(a), to the Knowledge of Sellers, (a) Sellers own all right, title and interest in, or has the right to use, pursuant to a license or otherwise, all Intellectual Property required to operate the Acquired Business as presently conducted, in each case, (i) free and clear of all Liens except Transferred Exceptions, and (ii) other than non-exclusive licenses of, or covenants with respect to, Intellectual Property granted in the Ordinary Course of Business, and (b) as of the Schedule Completion Date, there are no pending, and Sellers have not received, since December 31, 2016, any written notice of any actual or threatened Legal Proceedings alleging a violation, misappropriation or infringement of the Intellectual Property of any other Person by Sellers

except for any of the foregoing that have since been resolved except as would not reasonably be expected to result in a Seller Material Adverse Effect.

(b) Trademarks.

(i) Schedule 5.11(b)(i) contains a complete and accurate list of all registered, and as of the Schedule Completion Date pending applications for, Trademarks included in the Purchased Intellectual Property, including for each the applicable trademark or service mark, application numbers, filing dates, trademark registration numbers and registration dates, as applicable.

(ii) Except as set forth on Schedule 5.11(b)(ii), all of the registered Trademarks included in the Purchased Intellectual Property are subsisting and in full force and effect. To the Knowledge of Sellers, each of the United States registered Trademarks included in the Purchased Intellectual Property for which filings based on continuous use have been made by a Seller have been in continuous use in the United States or had been in continuous use in the United States at the time such filings were made. Except as set forth in Schedule 5.11(b)(ii), none of the trademark registrations included in the Purchased Intellectual Property (for Purchased Intellectual Property owned by Sellers) are subject to any maintenance fees or renewal actions from the Schedule Completion Date to September 30, 2019.

(iii) No Trademark included in the Purchased Intellectual Property has been or is now the subject of in any opposition, invalidation or cancellation proceeding, in each case which is pending and unresolved, and, to the Knowledge of Sellers, no such action is threatened in each case, except as would not reasonably be expected to result in a Seller Material Adverse Effect.

(c) Copyrights.

(i) Schedule 5.11(c) contains a complete and accurate list of all registered copyrights owned by Sellers and included in the Purchased Intellectual Property, including title, registration number and registration date.

(ii) All of such registered copyrights included in the Purchased Intellectual Property are in full force and effect, except where the failure to be in full force and effect would not reasonably be expected to result in a Seller Material Adverse Effect.

(iii) To the Knowledge of Sellers, all works encompassed by the U.S. registered copyrights included in the Purchased Intellectual Property have been marked with the copyright notice to the extent required by applicable Law.

(d) Patents.

(i) Schedule 5.11(d) contains a complete and accurate list of all issued patents included in the Purchased Intellectual Property, including title, patent number and issuance date.

(ii) All of the issued patents included in the Purchased Intellectual Property are subsisting and in full force and effect except where the failure to be in full force and effect would not reasonably be expected to result in a Seller Material Adverse Effect. Except as set forth in Schedule 5.11(d), none of the issued patents included in the Purchased Intellectual Property are subject to any maintenance fees or renewal actions in the 90 days after the Schedule Completion Date.

(e) To the Knowledge of Sellers, except as set forth on Schedule 5.11(e), all registered or issued Purchased Intellectual Property that is material to the Acquired Business is valid and enforceable.

(f) Except as set forth on Schedule 5.11(f), to the Knowledge of Sellers, during the past three years, there has not been and there is not now any unauthorized use, infringement or misappropriation of any of the Purchased Intellectual Property that is material to the Acquired Business by any third party.

(g) During the past three years, Sellers have not brought any actions or lawsuits alleging: (i) infringement, misappropriation or other violation of any of the Purchased Intellectual Property; or (ii) breach of any agreement authorizing another party to use the Purchased Intellectual Property. Except as set forth on Schedule 5.11(g), to the Knowledge of Sellers, there do not exist any facts or dispute, including any claim or threatened claim, that could form the basis of any such action or lawsuit. Sellers have not entered into any Contract granting any third party the right to bring infringement actions with respect to any of the Purchased Intellectual Property that will survive the Closing.

(h) To the Knowledge of Sellers, there is no pending dispute, including any claim or threatened claim, with respect to the Purchased Intellectual Property:

(i) contesting the right of Sellers to use, exercise, sell, license, transfer or dispose of any of the Purchased Intellectual Property or any Acquired Business products or services; or

(ii) challenging the ownership, validity or enforceability of any of the Purchased Intellectual Property. No Purchased Intellectual Property that is material to the Acquired Business is subject to any outstanding Order, stipulation or agreement related to or restricting in any manner the licensing, assignment, transfer or conveyance thereof by Sellers.

(i) Schedule 5.11(i) contains a listing of all Contracts to which Sellers are a party and pursuant to which any third party is licensed to use any Purchased Intellectual Property material to the Acquired Business, other than Contracts (e.g., information technology, e-commerce, marketing) entered into in the Ordinary Course of Business pursuant to which Purchased Intellectual Property is licensed to any counterparty to such Contracts in the performance of such counterparty's services to Sellers and/or their Subsidiaries thereunder. Schedule 5.11(i) also contains a listing of all Contracts to which Sellers are a party that relates to the settlement of any claims related to the Purchased Intellectual Property (such as a co-existence agreement). To the Knowledge of Sellers, except in connection with the Bankruptcy Case, there

is no pending dispute, including any claim or threatened claim or the existence of any facts, indicating that Sellers or any other party thereto is in breach of any terms or conditions of such Contracts.

(j) Except as set forth on Schedule 5.11(j), to the Knowledge of Sellers, the operation and conduct of the Acquired Business as currently conducted by Sellers, including the marketing, license, sale or use of any products or services anywhere in the world in connection with the Acquired Business has not, in the last three years, and does not as of the Closing Date, (i) violate in any material respect any license or agreement with any third party to which a Seller is bound; or (ii) infringe, misappropriate or violate in any material respect any Intellectual Property right of any third party. None of Sellers have any liability for, and have not given indemnification for, Intellectual Property infringement to any third-party. To the Knowledge of Sellers, there is no dispute, including any claim or threatened claim or the existence of any facts, to the effect that the marketing, license, sale or use of any product or service of the Acquired Business as currently conducted by Sellers infringes, misappropriates or otherwise violates any Intellectual Property of any third party or violates any license or agreement with any third party to which a Seller is bound. Except as would not reasonably be expected to result in a Seller Material Adverse Effect, Sellers have not received service of process or been charged in writing as a defendant, in the last three years, in any claim, suit, action or proceeding that alleges that any of the Purchased Intellectual Property infringes any Intellectual Property right of any third party, which has not been finally adjudicated prior to the Closing Date.

(k) Except as set forth in Schedule 5.5 or Schedule 5.11, Sellers have the full right, power and authority to sell, assign, transfer and convey all of their right, title and interest in and to the Purchased Intellectual Property to Purchaser, and upon Closing, Purchaser will acquire from Sellers good and marketable title to the Purchased Intellectual Property, free of Liens (other than Transferred Exceptions), other than non-exclusive licenses of, or covenants with respect to, the Purchased Intellectual Property granted in the Ordinary Course of Business.

(l) No domain names included in the Purchased Intellectual Property have been, during the past three years, or are now involved in any dispute, opposition, invalidation or cancellation proceeding and, to the Knowledge of Sellers, no such action is threatened with respect to any domain names included in the Purchased Intellectual Property.

5.12 Financial Advisors. Sellers have not incurred any obligation or Liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement or Transactions for which Purchaser is or will become liable.

5.13 Taxes.

(a) Each Seller has timely and properly filed (or had timely and properly filed on its behalf) all material Tax Returns (each, a "Seller Return") that it was required to file in respect of the Purchased Assets or the Acquired Business and all such Seller Returns were accurate, correct and complete in all material respects. Other than as excused or prohibited from being paid as a result of the Bankruptcy Code or the Bankruptcy Court, with respect to the Purchased Assets and the Acquired Business, each Seller has paid (or had paid on its behalf) all

material Taxes for which such Seller may be liable for (whether or not shown on any Seller Return) with respect or relating to the Purchased Assets or the Acquired Business or pursuant to any assessment received by such Seller from any Tax Authority for any Pre-Closing Tax Period. Other than as excused or prohibited from being withheld, collected or paid as a result of the Bankruptcy Code or the Bankruptcy Court, all material Taxes that each Seller is or was required by Law to withhold or collect with respect to the Purchased Assets and the Acquired Business have been duly withheld or collected and, to the extent required, have been paid or will be paid to the proper Tax Authority or set aside in accounts for such purpose, or accrued, reserved against and entered upon the books of the applicable Seller. No claim has ever been made in writing by a Tax Authority in a jurisdiction where any Seller has never paid Taxes or filed Tax Returns asserting that such Seller, with respect to the Acquired Business or Purchased Assets, is or may be subject to Taxes assessed by such jurisdiction.

(b) There are no pending, proposed in writing or threatened in writing Legal Proceedings with respect to any Taxes payable by or asserted against any Seller related to the Purchased Assets or the Acquired Business and all material deficiencies asserted or assessments made as a result of any examination of the Seller Returns have been paid in full.

(c) No Seller is currently the beneficiary of any extension of time within which to file any Tax Return required to be filed in respect of the Acquired Business or the Purchased Assets (other than automatic extensions of time to file Tax Returns obtained in the Ordinary Course of Business)

(d) There are no outstanding (i) agreements or waivers that would extend the statutory period in which a Tax Authority may assess or collect a Tax related to the Purchased Assets or the Acquired Business or (ii) requests to waive any such statutory period.

(e) There are no Liens with respect to Taxes (other than Transferred Exceptions and Liens that will be released by the Approval Order) upon the Purchased Assets or the Acquired Business.

(f) No Seller is a party to any Tax indemnity, Tax allocation or Tax sharing agreement, other than any such agreement entered into in the Ordinary Course of Business the principal purpose of which is not related to Tax, that could result in a Lien upon the Purchased Assets or the Acquired Business.

(g) There are no Tax rulings, requests for rulings or closing agreements relating to the Acquired Business or the Purchased Assets.

5.14 Environmental Matters. Except as would not reasonably be expected to result in a Seller Material Adverse Effect, (a) Sellers are in compliance in all material respects with all Environmental Laws applicable to the ownership of the Purchased Assets and the operation of the Acquired Business, (b) no Seller has received any unresolved notice from any Governmental Body asserting or alleging any material violation by any Seller of, or material Liability of any Seller under, Environmental Laws with respect to the Purchased Assets or Assumed Liabilities and (c) no Seller is subject to an outstanding Order or pending Legal Proceeding, in each case under Environmental Laws, with respect to the Purchased Assets or Assumed Liabilities.

5.15 Real Property.

(a) Owned Real Property. Sellers have made available to Purchaser copies of the deeds and other instruments (as recorded) by which the applicable Seller acquired the Owned Real Property, and copies of all title insurance policies, opinions, abstracts and surveys in the possession of Sellers with respect to the Owned Real Property. With respect to the Owned Real Property and except as would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect:

(i) Florists' Transworld Delivery, Inc. has good and fee simple title, free and clear of all Liens, except Transferred Exceptions;

(ii) No Seller nor any Affiliate of a Seller has leased or otherwise granted to any Person the right to use or occupy such Owned Real Property or any portion thereof; and

(iii) there are no unrecorded outstanding options, rights of first offer or rights of first refusal to purchase such Owned Real Property or any portion thereof or interest therein.

(b) Leased Real Property. Schedule 5.15(b) sets forth a true and complete list of all leases, subleases, licenses, concessions and other agreements (whether written or oral), including all amendments, extensions renewals, guaranties and other agreements with respect thereto, pursuant to which any Seller holds any Leased Real Property (collectively, the "Leases"). Seller has made available to Purchaser a true and complete copy of each Lease. With respect to each Lease and except as would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect:

(i) such Lease is valid, binding, enforceable and in full force and effect, except as such validity and enforceability may be limited by (A) bankruptcy, insolvency, or other similar Laws affecting the enforcement of creditors' rights generally, and (B) equitable principles of general applicability (whether considered in a proceeding at law or in equity), and the applicable Seller party thereto enjoys peaceful and undisturbed possession of the Leased Real Property;

(ii) The applicable Seller party thereto is not in material breach or default under such Lease, and to Sellers' Knowledge, no event has occurred or circumstance exists which, with the delivery of notice, passage of time or both, would constitute such a material breach or default;

(iii) No Seller has received nor given any notice of any default or event that with notice or lapse of time, or both, would constitute a default by Seller under any of the Leases and, to the Knowledge of Seller, no other party is in material default thereof, and no party to any Lease has exercised any termination rights with respect thereto;

(iv) No Seller has subleased, assigned or otherwise granted to any Person the right to use or occupy the Leased Real Property or any portion thereof; and

(v) No Seller has pledged, mortgaged or otherwise granted a Lien on its leasehold interest in any Leased Real Property.

(c) Except as would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect, no Seller has received any written notice of (i) material violations of building codes and/or zoning ordinances or other governmental or regulatory Laws affecting the Real Property, or (ii) existing, pending or threatened condemnation proceedings affecting the Real Property. In the past three years neither the whole nor any material portion of any Real Property has been damaged or destroyed by fire or other casualty.

5.16 Absence of Certain Changes. Except as set forth in Schedule 5.16, since December 31, 2018 until the date hereof, (a) there has not been any Seller Material Adverse Effect, and (b) except for the (i) solicitation of, discussions and negotiations with, presentations and provision of other diligence to and similar engagement with other potential bidders for the Purchased Assets, and the negotiation and execution of this Agreement and (ii) preparation and commencement of the Bankruptcy Case and Sellers' debtor-in-possession financing in the Bankruptcy Case, the Acquired Business has been conducted, and the Purchased Assets and the Assumed Liabilities have been used in the Ordinary Course of Business.

5.17 Data Privacy. Except as would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect, in connection with its collection, storage, transfer (including transfer across national borders) and/or use of any personally identifiable information from any individuals, including any customers, prospective customers, employees and/or other third parties (collectively "Personal Information"), (a) each Seller is in material compliance with all applicable Laws in all relevant jurisdictions, (b) each Seller has commercially reasonable physical, technical, organizational and administrative security measures in place to protect all Personal Information collected by it or on its behalf from and against unauthorized access, use and/or disclosure in accordance with applicable Law, and (c) to the Knowledge of Sellers, there has been no security breach relating to, or unauthorized access of, personal information in the possession or custody of any Seller.

5.18 Foreign Corrupt Practices Act. In the past three years, no Seller nor any of Sellers' directors, officers or, to the Knowledge of Sellers, Business Employees or any agents acting on behalf of the Acquired Business have, directly or knowingly indirectly, made, offered, promised or authorized any payment or gift of any money or anything of value to or for the benefit of any "foreign official" (as such term is defined in the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA")), foreign political party or official thereof or candidate for foreign political office for the purpose of (a) influencing any official act or decision of such official, party or candidate, (b) inducing such official, party or candidate to use his, her or its influence to affect any act or decision of a foreign Governmental Body, or (c) securing any improper advantage, in the case of (a), (b) and (c) above in order to assist any Acquired Business in obtaining or retaining business for or with, or directing business to, any Person. In the past three years, no Seller nor any of its directors, officers nor, to the Knowledge of Sellers, Business Employees or any agents acting on behalf of Sellers have made or authorized any bribe, rebate, payoff, influence payment, kickback or other unlawful payment of funds or received or retained any funds in violation of any Law, rule or regulation prohibiting bribery or corruption. Each Seller further represents that it maintains, and has caused each of its Subsidiaries to maintain,

systems of internal controls (including accounting systems, purchasing systems and billing systems) reasonably designed to ensure compliance with the FCPA or any other applicable anti-bribery or anti-corruption Law. No Seller, or, to Knowledge of Sellers, any of its officers, directors or Business Employees are the subject of any allegation, voluntary disclosure, investigation, prosecution or other enforcement action related to the FCPA or any other anti-corruption Law.

5.19 International Trade. Except as would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect, no Sellers, nor any of their respective officers, directors or Business Employees, nor to the Knowledge of Sellers, any agent or other third party Representative acting on behalf of the Acquired Business, is currently, or has been in the last three years: (a) a Sanctioned Person, (b) organized, resident or located in a Sanctioned Country, (c) engaging in any dealings or transactions with any Sanctioned Person or in any Sanctioned Country, to the extent such activities violate applicable Sanctions Laws or Ex-Im Laws, (d) engaging in any export, reexport, transfer or provision of any goods, Software, technology, data or service without, or exceeding the scope of, any required or applicable licenses or authorizations under all applicable Ex-Im Laws, or (e) otherwise in violation of applicable Sanctions Laws, Ex-Im Laws, or the anti-boycott Laws administered by the U.S. Department of Commerce and the U.S. Department of Treasury's Internal Revenue Service.

5.20 Transactions With Affiliates. No counterparty to any Purchased Contract is an Affiliate, directly or indirectly, of Sellers.

5.21 No Other Representations or Warranties; Schedules. Except for the representations and warranties contained in this Article V (as modified by the Schedules hereto), none of Sellers nor any other Person makes any other express or implied representation or warranty with respect to Sellers, the Purchased Assets, the Assumed Liabilities or the Transactions, and each Seller disclaims any other representations or warranties, whether made by Sellers, any Affiliate of Sellers, or any of Sellers' or their Affiliates' respective Representatives. Except for the representations and warranties contained in this Article V (as modified by the Schedules hereto), each Seller (a) expressly disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Purchased Assets (including any implied or expressed warranty of merchantability or fitness for a particular purpose, or of conformity to models or samples of materials) and (b) disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Purchaser or its Affiliates or Representatives (including any opinion, information, projection, or advice that may have been or may be provided to Purchaser by any Representative of Sellers or any of its Affiliates). Sellers make no representations or warranties to Purchaser regarding the probable success or profitability of the Acquired Business, the Purchased Assets or the use thereof. The disclosure of any matter or item in any Schedule hereto will not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material or that such matter could result in a Seller Material Adverse Effect.

VI. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Except as set forth in the Schedules from Purchaser, dated as of the date hereof, Purchaser hereby represents and warrants to Sellers that:

6.1 Organization and Good Standing. Purchaser is a limited liability company organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite limited liability company power and authority to own, lease and operate its properties and to carry on its business as now being conducted, except where the failure to be so organized, existing and in good standing or to have such power and authority would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Purchaser to consummate the Transactions. Purchaser is not in violation of its organizational or governing documents.

6.2 Authorization of Agreement. Purchaser has all necessary limited liability company power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance by Purchaser of this Agreement, and the consummation by it of the Transactions, have been duly and validly authorized by the board of directors of Purchaser, and no other action on the part of Purchaser is necessary to authorize the execution, delivery and performance by Purchaser of this Agreement and the consummation of the Transactions. This Agreement has been duly executed and delivered by Purchaser and, assuming due and valid authorization, execution and delivery of this Agreement by Sellers, is a valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms, subject to equitable principles of general applicability (whether considered in a proceeding at law or in equity).

6.3 Consents and Approvals; No Violations.

(a) The execution, delivery and performance of this Agreement by Purchaser and the consummation Purchaser of the Transactions do not and will not (i) conflict with or violate the certificate of incorporation or bylaws (or similar organizational documents) of Purchaser, (ii) assuming that all consents, approvals and authorizations contemplated by clauses (i) through (iii) of subsection (b) of this Section have been obtained, and all filings described in such clauses have been made, conflict with or violate any Law or Order applicable Purchaser or by which Purchaser or any of its respective properties are bound, or (iii) result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both would become a default) or result in the loss of a benefit under, or give rise to any right of termination, cancellation, amendment or acceleration of, any Contracts to which Purchaser is a party or by which Purchaser or any of its respective properties are bound, except, in the case of clauses (ii) and (iii), for any such conflict, violation, breach, default, acceleration, loss, right or other occurrence which would not prevent or materially impair the ability of Purchaser to consummate the Transactions.

(b) The execution, delivery and performance of this Agreement by Purchaser and the consummation by Purchaser of the Transactions do not and will not require any consent, approval, authorization or permit of, action by, filing with or notification to, any Governmental Body, except for (i) the applicable requirements, if any, of the Exchange Act and state securities,

takeover and "blue sky" Laws, (ii) the applicable requirements of the HSR Act and any foreign antitrust Laws, if applicable, and (iii) any such consent, approval, authorization, permit, action, filing or notification the failure of which to make or obtain would not impair the ability of Purchaser to consummate the Transactions.

6.4 Financial Capability. As of the Closing, Purchaser will have sufficient funds available to it in cash to pay or cause to be paid the Purchase Price and the fees and expenses required to be paid by Purchaser in connection with the Transactions, and to effect the Transactions. Upon the consummation of the Transactions, (a) Purchaser will not be insolvent as defined in Section 101 of the Bankruptcy Code, (b) Purchaser will not be left with unreasonably small capital, (c) Purchaser will not have incurred debts beyond its ability to pay such debts as they mature, and (d) the capital of Purchaser will not be impaired.

6.5 Condition of the Purchased Assets. Notwithstanding anything contained in this Agreement to the contrary, Purchaser acknowledges and agrees that Sellers are not making any representations or warranties whatsoever, express or implied, beyond those expressly given by Sellers in Article V (as modified by the Schedules hereto), and Purchaser acknowledges and agrees that, except for the representations and warranties contained therein, the Purchased Assets are being transferred on a "where is" and, as to condition, "as is" basis. Purchaser acknowledges that it has conducted to its satisfaction its own independent investigation of the Purchased Assets and, in making the determination to proceed with the Transactions, Purchaser has relied on the results of its own independent investigation.

6.6 Exclusivity of Representations and Warranties. Purchaser acknowledges that except for the representations and warranties made by Sellers in Article V, none of Sellers make (and neither Purchaser or any other Person has relied upon) any representations or warranties on behalf of Sellers. Purchaser further agrees that neither Sellers nor any other Person will have or be subject to any liability or indemnification obligation to Purchaser or any other Person resulting from the distribution to Purchaser, Purchaser's use of, any such information, including any information, documents, projections, forecasts or other material made available to Purchaser in certain "data rooms" or management presentations in expectation of the Transactions. For the avoidance of doubt, Purchaser acknowledges that neither Sellers nor any of their Representatives make any express or implied representation or warranty with respect to "Confidential Information" as defined in the Confidentiality Agreement. Purchaser acknowledges and agrees that it (a) has had an opportunity to discuss the business of Sellers with the management of Sellers, (b) has had sufficient access to (i) the books and records of Sellers and (ii) the electronic data room maintained by Sellers for purposes of the Transactions, (c) has been afforded the opportunity to ask questions of and receive answers from officers and other key employees of Sellers and (d) has conducted its own independent investigation of the Acquired Business and the Transactions, and has not relied on any representation, warranty or other statement by any Person on behalf of Sellers, other than the representations and warranties of Sellers expressly contained in Article V, and that all other representations and warranties are specifically disclaimed. In connection with any investigation by Purchaser of Sellers or the Acquired Business, Purchaser has received or may receive from Sellers or its other Representatives on behalf of Sellers certain projections, forward-looking statements and other forecasts and certain business plan information in written or verbal communications. Purchaser acknowledges that there are uncertainties inherent in attempting to make such estimates, projections and other forecasts and

plans, that Purchaser is familiar with such uncertainties, that Purchaser is taking full responsibility for making its own evaluation of the adequacy and accuracy of all estimates, projections and other forecasts and plans so furnished to Purchaser (including the reasonableness of the assumptions underlying such estimates, projections, forecasts or plans), and that Purchaser will have no claim against Sellers or any other Person with respect thereto. Accordingly, Purchaser acknowledges that neither Sellers nor any other Person on behalf of the Sellers make (and neither Purchaser or any other Person has relied upon) any representation or warranty with respect to such estimates, projections, forecasts or plans (including the reasonableness of the assumptions underlying such estimates, projections, forecasts or plans). Nothing contained in this Agreement shall limit Purchaser's ability to rely on the representations and warranties made by Sellers in Article V and to bring a claim for fraud by Sellers against the Purchaser.

VII. BANKRUPTCY COURT MATTERS

7.1 Submission for Bankruptcy Court Approval. As promptly as practicable after the execution of this Agreement, Sellers will file with the Bankruptcy Court a motion (the "Sale Motion") seeking (a) entry of an Order authorizing the observance and performance of the terms of Sections 4.6(b), 4.6(c), 4.6(d) and 4.6(e) by Sellers and Purchaser (the "Stalking Horse Order") and (b) the Approval Order, including the approval of this Agreement and the sale of the Purchased Assets to Purchaser on the terms and conditions hereof if determined to be the "highest or otherwise best offer" in accordance with the Bidding Procedures Order. Such motion must be reasonably acceptable to Purchaser.

7.2 Bankruptcy Process.

(a) Sellers and Purchaser acknowledge and agree that this Agreement, the sale of the Purchased Assets and the Transactions are subject to higher or otherwise better bids (in accordance with the Bidding Procedures Order) and Bankruptcy Court approval. Purchaser and Sellers acknowledge that Sellers must take reasonable steps to demonstrate that they have sought to obtain the highest or otherwise best offer for the Purchased Assets, including giving notice thereof to the creditors of Sellers and other interested parties, providing information about Sellers' business to prospective bidders, entertaining higher or otherwise better offers from such prospective bidders, and, in the event that additional qualified prospective bidders desire to bid for the Purchased Assets, conducting an auction in accordance with the Bidding Procedures Order.

(b) The bidding procedures to be employed with respect to this Agreement and any auction will be those reflected in the Bidding Procedures Order. Purchaser agrees and acknowledges that (i) prior to the entry of the Bidding Procedures Order, Sellers and their Affiliates will be permitted, and will be permitted to cause their Representatives, to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, respond to any unsolicited inquiries, proposals or offers submitted by, supply information relating to the Business and the Purchased Assets to prospective bidders, and enter into any discussions or negotiations regarding any of the foregoing with, any Person (in addition to Purchaser and its Affiliates, agents and Representatives); and (ii) following the Bankruptcy Court's approval of the Bidding Procedures Order, the marketing activities described in the preceding sentence shall all occur in accordance with the bidding procedures set forth in the Bidding Procedures Order.

(c) Purchaser will provide adequate evidence and assurance under the Bankruptcy Code of the future performance by Purchaser of each Purchased Contract. Purchaser will, and will cause its Affiliates to, reasonably promptly take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Purchased Contracts, such as furnishing affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court and making Purchaser's Representatives available to testify before the Bankruptcy Court.

(d) If this Agreement and the sale of the Purchased Assets to Purchaser on the terms and conditions hereof are determined to be the "highest or otherwise best offer" in accordance with the Bidding Procedures Order, Purchaser and Sellers agree to use commercially reasonable efforts to cause the Bankruptcy Court to enter the Approval Order.

(e) Sellers covenant and agree that if the Approval Order is entered, the terms of any plan submitted by Sellers to the Bankruptcy Court for confirmation will not conflict with, supersede, abrogate, nullify, modify or restrict the terms of this Agreement and the rights of Purchaser hereunder, or in any way prevent or interfere with the consummation or performance of the Transactions including any transaction that is contemplated by or approved pursuant to the Approval Order.

(f) If the Approval Order or any other orders of the Bankruptcy Court relating to this Agreement are appealed or petition for certiorari or motion for rehearing or reargument is filed with respect thereto, Sellers agree to take all action as may be commercially reasonable and appropriate to defend against such appeal, petition or motion and Purchaser agrees to cooperate in such efforts and each Party agrees to use its commercially reasonable efforts to obtain an expedited resolution of such appeal; provided, that the absence of an appeal of the Approval Order will not be a condition to any Party's obligation to consummate the Transactions at the Closing.

(g) For the avoidance of doubt, nothing in this Agreement will restrict Sellers or their Affiliates from selling, disposing of or otherwise transferring any Excluded Assets or from settling, delegating or otherwise transferring any Excluded Liabilities, or from entering into discussions or agreements with respect to the foregoing.

7.3 Additional Bankruptcy Matters. From and after the date of this Agreement and until the Closing Date (or any earlier date from and after any deadline for other potential purchasers to submit bids for the Purchased Assets if this Agreement is determined not to be the "highest or otherwise best offer" in accordance with the Bidding Procedures Order), to the extent reasonably practicable, Sellers will deliver to Purchaser drafts of any and all material pleadings, motions, notices, statements, applications, schedules, reports and other papers to be filed or submitted by Sellers in connection with this Agreement for Purchaser's prior review. Sellers will make reasonable efforts to consult and cooperate with Purchaser regarding (a) any such pleadings, motions, notices, statements, applications, schedules, reports or other papers, (b) any discovery taken in connection with the motions seeking approval of the Bidding Procedures Order, Stalking Horse Order or Approval Order (including, without limitation, any depositions) and (c) any hearing relating to the Stalking Horse Order, the Bidding Procedures Order or

Approval Order, including, without limitation, the submission of any evidence, including witnesses testimony, in connection with such hearing.

VIII. COVENANTS

8.1 Access to Information. From the Effective Date through the Closing Date, Purchaser will be entitled, through its Representatives, to make such investigation of the Purchased Assets and the Assumed Liabilities as it reasonably requests. Any such investigation and examination will be conducted upon reasonable advance notice and under reasonable circumstances, will occur only during normal business hours and will be subject to restrictions under applicable Law. Sellers will direct their respective Representatives to cooperate with Purchaser and Purchaser's Representatives in connection with such investigation and examination, and Purchaser and its Representatives will cooperate with Sellers and their Representatives. Notwithstanding anything herein to the contrary, no such investigation or examination will be permitted to the extent that it would require Sellers to disclose information that would cause material competitive harm to a Seller or would violate attorney-client privilege. No investigation by Purchaser will affect or be deemed to modify any of the representations, warranties, covenants or agreements of Sellers contained in this Agreement.

8.2 Actions Pending the Closing. Except (a) as required by applicable Law or by order of the Bankruptcy Court, (b) as otherwise expressly contemplated by this Agreement, or (c) with the prior written consent of Purchaser, during the period from the Effective Date to and through the Closing Date, Sellers will (taking into account the commencement of the Bankruptcy Cases, the anticipated sale, liquidation and shut-down of operations of Sellers other than the Acquired Business and other changes, facts and circumstances that customarily result from the events leading up to and following the commencement of bankruptcy proceedings) operate the Acquired Business in the Ordinary Course of Business. Without limiting the generality of the foregoing, Sellers will: (i) use reasonable best efforts, in consultation with Purchaser and its advisors, to maintain and preserve the relationships of the Acquired Business with the members of the Florist Network, vendors, suppliers, and others having material business relationships with the Acquired Business, (ii) maintain the Purchased Assets in their current condition, ordinary wear and tear excepted (and excluding sales of inventory in the Ordinary Course of Business); (iii) not materially amend, modify, terminate, let lapse (other than the expiration of a contract pursuant to its terms) or waive any rights under, or create any Lien with respect to, any of the Purchased Contracts; (iv) use reasonable best efforts, in consultation with Purchaser and its advisors, to defend and protect the Purchased Assets from deterioration; (v) comply with applicable Laws with respect to the Purchased Assets in all material respects; (vi) enforce contractual obligations under the Purchased Contracts, and not voluntarily amend or terminate any Purchased Contract, (vii) not waive, release, assign, settle or compromise any material claim, litigation or arbitration to the extent relating to the Acquired Business that will bind Purchaser after the Closing Date; (viii) not make any loans or material advances related to the Acquired Business that would be Assumed Liabilities; (ix) not enter into any Contract that limits or restricts the conduct or operations of the Acquired Business; and (x) not enter into any agreement or commitment to take any action prohibited by this Section 8.2.

8.3 Payables. The Sellers shall make all payments in respect of payables of the Acquired Business (including rent payments, sales Taxes, payments to Business Employees and payments to the Florist Network) due or arising after the Effective Date and through the Closing

Date in all material respects on a timely basis and will otherwise manage the accounts payable of the Acquired Business in accordance with the Sellers' cash management policies and practices (as in effect prior to the commencement of the Bankruptcy Case) in the Ordinary Course of Business. The Sellers shall deliver to Purchaser all budget reports delivered to the lenders under Sellers' debtor-in-possession financing facility with respect to the Acquired Business substantially concurrently with their delivery to such lenders.

8.4 Consents. Sellers and Purchaser will use their reasonable best efforts to obtain at the earliest practicable date all consents and approvals contemplated by this Agreement, including the consents and approvals referred to in Section 5.4 and the Necessary Consents; provided, however, that none of Sellers or Purchaser (other than with respect to Assumed Cure Costs) will be obligated to pay any consideration therefor to any third party from whom consent or approval is requested or to initiate any litigation or proceedings to obtain any such consent or approval. For the avoidance of doubt, the Parties acknowledge and agree that obtaining any such authorizations, consents and approvals, giving such notices and making such filings will not be a condition to Closing.

8.5 Reasonable Best Efforts; Consents to Assignment.

(a) Upon the terms and subject to the conditions of this Agreement, each of the Parties will use its reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws to consummate and make effective the Transactions as promptly as practicable and in no event later than the Termination Date, including the prompt preparation and filing of all forms, registrations and notices required to be filed to consummate the Transactions and the taking of such actions as are necessary to obtain any requisite approvals, consents, orders, exemptions or waivers by any Governmental Body or any other Person, including filings pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and any actions necessary to cause the expiration of the notice periods under the HSR Act. Each Party will promptly consult with the others with respect to, provide any necessary information with respect to, and provide the other Parties (or their counsel) copies of, all filings made by such Party with any Governmental Body or any other Person or any other information supplied by such Party to a Governmental Body or any other Person in connection with this Agreement and the Transactions. Purchaser and Sellers will make all filings under the HSR Act as promptly as practicable, and no later than 10 Business Days, following the date the Stalking Horse Order is entered. Purchaser will be responsible for all filing fees under the HSR Act or any other competition Laws applicable to Purchaser.

(b) Each Party will promptly inform the others of any communication from any Governmental Body regarding any of the Transactions and promptly provide the others with copies of all related correspondence or filings. If any Party or Affiliate thereof receives a request for additional information or documentary material from any such Governmental Body with respect to the Transactions, then such Party will endeavor in good faith to make, or cause to be made, as soon as reasonably practicable and after consultation with the other Party, an appropriate response in compliance with such request. Each Party will provide any necessary information and reasonable assistance as the others may request in connection with its

preparation of any additional necessary filings or submissions to any Governmental Body, including any additional filings necessary under the HSR Act.

(c) Neither Sellers nor Purchaser will independently participate in any meeting with any Governmental Body (other than the Bankruptcy Court or the Office of the United States Trustee) in respect of any findings or inquiry in connection with the Transactions contemplated by this Agreement and the other agreements, documents or instruments contemplated hereby without giving, in the case of Sellers, Purchaser, and in the case of Purchaser, Sellers, prior notice of the meeting and, to the extent reasonably practicable and not prohibited by the applicable Governmental Body, the opportunity to attend and/or participate in such meeting.

(d) Each Party will use its reasonable best efforts to resolve objections, if any, as may be asserted by any Governmental Body with respect to the Transactions, including under the HSR Act. In connection therewith, if any administrative or judicial action or proceeding is instituted (or threatened to be instituted) challenging any Transaction as violative of the HSR Act, each of the Parties will cooperate and use its reasonable best efforts to contest and resist any such action or proceeding and to have vacated, lifted, reversed, or overturned any decree, judgment, injunction or other order, whether temporary, preliminary or permanent that is in effect and that prohibits, prevents, or restricts consummation of the Transactions, unless Sellers and Purchaser agree in writing that litigation is not in their respective best interests.

8.6 Publicity. With the exception of press releases issued by Sellers and Purchaser on the Effective Date and the Closing Date in forms mutually agreeable to the Company and Purchaser, Purchaser and Sellers will not issue any press release or public announcement concerning this Agreement or the Transactions without obtaining the prior written approval of the other Parties, which approval may not be unreasonably withheld, conditioned or delayed, except that such consent will not be required if disclosure is otherwise required by applicable Law or by the Bankruptcy Court; provided, however, that (a) Purchaser or Sellers, as applicable, will use its or their commercially reasonable efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other Parties with respect to the text of any such required disclosure; and (b) Sellers will make such announcements to vendors of the Acquired Business and members of the Florist Network as are reasonably requested by Purchaser from time to time.

8.7 Confidentiality. Purchaser acknowledges that Confidential Information (as defined in the Confidentiality Agreement) has been, and in the future will be, provided to it in connection with this Agreement, including under Section 8.1, and is subject to the terms of the confidentiality agreement dated March 29, 2019, between FTD Companies, Inc. and Purchaser (the "Confidentiality Agreement"), the terms of which are incorporated herein by reference. Purchaser acknowledges and understands that this Agreement and related documents may be publicly filed in the Bankruptcy Court and further made available by Sellers to prospective bidders or contract counterparties and that, such disclosure will not be deemed to violate any confidentiality obligations owing to Purchaser, whether pursuant to this Agreement, the Confidentiality Agreement or otherwise. Sellers acknowledge that from and after the Closing, all non-public information relating to the Purchased Assets and the Assumed Liabilities will be valuable and proprietary to Purchaser and its Affiliates. Sellers agree that, from and after the

Closing, no Seller will disclose to any Person any information relating to Purchaser and its Affiliates, the Purchased Assets or the Assumed Liabilities, except as required by Law or as otherwise becomes available in the public domain other than through any action by any Seller in violation of its obligations under this Section 8.7. Sellers acknowledge and agree that the remedies at law for any breach or threatened breach of this Section 8.7 by any Seller are inadequate to protect Purchaser and its Affiliates and that the damages resulting from any such breach are not readily susceptible to being measured in monetary terms. Accordingly, without prejudice to any other rights or remedies otherwise available to Purchaser or its Affiliates, each Party acknowledges and agrees that upon any breach or threatened breach by a Seller of the terms and conditions of this Section 8.7, Purchaser and its Affiliates, as applicable will be entitled to injunctive relief and to seek an order restraining any threatened or future breach from any court of competent jurisdiction without proof of actual damages or posting of any bond in connection with any such remedy. The provisions of this Section 8.7 will survive the Closing.

8.8 Post-Closing Access and Information.

(a) For a period of three years following the Closing Date, Purchaser will use commercially reasonable efforts to provide Sellers, through their respective Representatives, with reasonable access during normal business hours and upon reasonable advance notice, to Purchaser's or the Acquired Business' officers, employees, accountants, properties, offices and assets, and to books, records, work papers and other documents and information, in each case, to the extent related to the Acquired Business, in each case, to the extent related to administration of the Bankruptcy Case and to permit Sellers to wind down and liquidate the Sellers' Bankruptcy estates following the Closing.

(b) For a period of three years following the Closing Date, Sellers will use commercially reasonable efforts to provide Purchaser, through its Representatives, with reasonable access during normal business hours and upon reasonable advance notice, to Sellers' officers, employees, accountants, properties, offices and assets, and to books, records, work papers and other documents and information, in each case, to the extent related to the Acquired Business, as is reasonably required to enable Purchaser to conduct the Acquired Business in the Ordinary Course of Business following the Closing and to prepare financial statements with respect to the Acquired Business.

8.9 Employee Matters.

(a) Sellers will, from time to time prior to the Closing Date, update the list of Business Employees on Schedule 1.1(a) to reflect employment terminations and new hires. Prior to the Closing Date, Purchaser will, or will cause one of its Affiliates to, offer employment to the Business Employees, such employment to commence immediately following the Closing. Sellers and their Affiliates will cooperate with and use their commercially reasonable efforts to assist Purchaser and its Affiliates in their efforts to secure the satisfactory transition of the Business Employees to Purchaser. Without limiting the generality of the foregoing, Sellers and their Affiliates will provide all relevant information in their possession necessary to the hiring and transfer of the Transferred Employees, including all relevant payroll, compensation, benefits participation and withholding tax information with respect to the Transferred Employees; provided, that Purchaser will not have access to personnel records of any Seller the disclosure of

which is prohibited by applicable Law. Business Employees who accept offers of employment from Purchaser or an Affiliate of Purchaser are referred to as "Transferred Employees". Seller and its Affiliates will terminate the employment of all Business Employees who agree to become Transferred Employees, effective immediately prior to the Closing; provided, however, that the Parties intend and will take commercially reasonable steps to ensure that the Transferred Employees have continuous employment through the Closing. Purchaser agrees, to the extent permissible under Purchaser's benefit plans, to provide credit to the Transferred Employees for all periods of service with Seller and their Affiliates upon commencing their employment with Purchaser for purposes of eligibility for and calculation of benefits, vacation, paid time off and participation under any benefit plans maintained by Purchaser, but not for purposes of calculating any severance amount. Subject to Schedule 8.9(a), for a 12-month period following the Closing, Purchaser will provide each Transferred Employee with (i) a base salary or standard hourly wage rate that is no less favorable to the Transferred Employees than that provided by Seller at the time of the Closing; and (ii) employee health and welfare benefits, viewed as a whole on an aggregate basis, that are no less favorable to Transferred Employees than under Seller's Benefit Plans in effect at the time of the Closing.

(b) Sellers will, to the extent reasonably requested by Purchaser, use commercially reasonable efforts to make each Business Employee reasonably available to Purchaser for the purpose of facilitating the transition of such Business Employee to Purchaser. Sellers will not, without Purchaser's consent, knowingly interfere with any negotiations by Purchaser to employ or retain the services of any Business Employee; provided, however, that Sellers will not be prohibited from negotiating and entering into an agreement for the sale of any Retained Business where such agreement permits a purchaser or its affiliates to offer employment to the Business Employees who are Shared Employees.

(c) Sellers hereby waive, either directly or by causing their Affiliates to waive, for the benefit of Purchaser and its Affiliates, any and all restrictions, if any, in any Benefit Plan or Contract relating to (i) noncompetition with Sellers or any of their Affiliates relating to the Acquired Business or (ii) maintenance of confidentiality of any information relating to the Acquired Business for the benefit of any Seller or any of its Affiliates, in each case, with or covering any Business Employee who becomes a director, employee, consultant or independent contractor of Purchaser or its Affiliates in connection with the Acquired Business.

(d) Sellers will be responsible for any notices required to be given under and will otherwise comply with all Liabilities arising under the WARN Act relating to any acts or omissions on or prior to the Closing, including as a result of the Transactions; provided, however, that in the event that Purchaser decides not to hire a sufficient number of Business Employees such that it would trigger a "plant closing" or "mass layoff" within the meaning of the WARN Act, Purchaser will provide notice of its decision to Sellers in sufficient time for Sellers to comply with the WARN Act's notice requirements prior to the Closing Date. If Purchaser does not provide sufficient time for Sellers to so comply, Purchaser agrees to indemnify Sellers against and agrees to hold each of them harmless from any and all losses incurred or suffered by Sellers with respect to WARN Act Liabilities arising solely as a result thereof. Subject to the foregoing and Section 5.10(a)(iii), Purchaser will be responsible for any notices required to be given under and will otherwise comply with all Liabilities arising under the WARN Act relating to any acts or omissions after the Closing.

(e) Purchaser's employment of the Transferred Employees will be "at will" and may be terminated by Purchaser and/or any of its Affiliates at any time for any reason; provided, however, that for the 12-month period following the Closing, to the extent that the employment of any Transferred Employee is involuntarily terminated by Purchaser, Purchaser will pay, or will cause to be paid to such Transferred Employee the separation pay pursuant to the severance plan agreed to by Sellers and Purchaser in good faith as set forth on Schedule 8.9(e). Nothing in this Agreement will create any third-party rights in any Transferred Employees or any current or former employees or other service providers of any Seller or any Seller Affiliate (or any beneficiaries or dependents of the foregoing) or in any other person. Nothing contained herein will constitute an amendment to any Benefit Plan.

8.10 Transition Services. After the Closing, Purchaser will and will cause its Affiliates to provide certain transition services to Sellers' Affiliates or the Retained Business, such transition services to be agreed to between Seller and Sellers' Affiliates and Purchaser. The Parties will negotiate in good faith, prior to the Closing, a definitive transition services agreement reflecting such terms, with the definitive agreement to be in a form (i) customary for transactions of the type contemplated by this Agreement and (ii) reasonably acceptable to the Company and Purchaser, in their respective reasonable discretion. The transition services agreement will include access to books and records, and use of office space and office support for employees of Sellers or the Retained Business, as is reasonably necessary or appropriate in connection with the administration of the Bankruptcy Case and to permit Sellers to wind-down and liquidate the Sellers' bankruptcy estates following the Closing and/or the divestiture of any of the Retained Business or the assets thereof. Sellers shall cause the terms of the transition services agreement to be binding on any acquiror or operator of any Retained Business.

8.11 Bulk Transfer Laws. The Parties intend that pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets will be free and clear of any Liens in the Purchased Assets, including any Liens or claims arising out of the bulk transfer Laws, and the Parties will take such steps as may be necessary or appropriate to so provide in the Approval Order. In furtherance of the foregoing, each Party hereby waives compliance by the Parties with the "bulk sales," "bulk transfers" or similar Law in all applicable jurisdictions in respect of the Transactions (including under the applicable Tax Laws).

8.12 Transferred Employee Non-Solicit. For the period commencing as of the Closing Date and expiring on the two-year anniversary of the Closing Date, Sellers will not, and will cause their Subsidiaries not to (including through Representatives) solicit for employment (as an employee or independent contractor or otherwise) any Transferred Employees. The restrictions of this Section 8.12 will not apply to (a) the placement of any general solicitation or advertisement or the use of general search firm services that are not targeted, directly or indirectly, at any Transferred Employees or (b) any Transferred Employee who has been involuntarily terminated by Purchaser or any of its Affiliates.

8.13 Use of Names. As promptly as practicable following the Closing, but in any event within 15 days following the Closing, Sellers will deliver to Purchaser duly adopted and executed amendments and other name change documents to their and their Affiliates' respective organizational documents relative to the change of Sellers' and their Affiliates' names to some other names which are dissimilar to, and cannot be confused with, "FTD", "ProFlowers" or

"roses.com" (along with all variations thereof, collectively, the "Protected Names") and which will be reasonably acceptable to Purchaser. As promptly as practicable following the Closing, but in any event within 15 days following the Closing, Sellers will cease and desist and will cause their Affiliates to cease and desist from the use of the Protected Names, including but not limited to the use of stationery, business cards, marketing materials, e-mail domains, and websites; provided, that Sellers will be permitted to use the Protected Names solely for purposes of transitioning the Acquired Business to Purchaser.

8.14 POS System Upgrade. Sellers will use commercially reasonable efforts to enter into a Contract with a mutually agreed upon vendor to implement the upgrade to the POS system for the Florist Network previously described to Purchaser.

IX. CONDITIONS TO CLOSING

9.1 Conditions Precedent to Obligations of Purchaser. The obligation of Purchaser to consummate the Transactions is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser in whole or in part to the extent permitted by applicable Law):

(a) each of the representations and warranties of Sellers contained in this Agreement (disregarding all "materiality" or "Seller Material Adverse Effect" qualifications set forth therein) shall be true and correct as of the Closing, as if made on the Closing Date (except for any such representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct as of such specific date), except where the failure of the representations and warranties to be true and correct, individually or in the aggregate, has not had and would not reasonably be expected to have a Seller Material Adverse Effect (except for the representations and warranties in Sections 5.1, 5.2 and 5.12, which shall be true and correct in all material respects), and Purchaser shall have received a certificate signed by an authorized officer of each Seller on behalf of such Seller, dated the Closing Date, to the foregoing effect;

(b) Sellers shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by them prior to or on the Closing Date, and Purchaser shall have received a certificate signed by an authorized officer of each Seller on behalf of such Seller, dated the Closing Date, to the forgoing effect;

(c) Sellers shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Section 4.2;

(d) no Seller Material Adverse Effect shall have occurred since the Schedule Completion Date; and

(e) the Stalking Horse Order and the Bidding Procedures Order shall have been entered by the Bankruptcy Court and shall not be subject to a stay or have been vacated or revoked.

9.2 Conditions Precedent to Obligations of Sellers. The obligations of Sellers to consummate the Transactions are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived by Sellers in whole or in part to the extent permitted by applicable Law):

(a) each of the representations and warranties of Sellers contained in this Agreement (disregarding all "materiality" or "Purchaser Material Adverse Effect" qualifications set forth therein) shall be true and correct as of the Closing, as if made on the Closing Date (except for any such representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct as of such specific date), except where the failure of the representations and warranties to be true and correct, individually or in the aggregate, has not had and would not reasonably be expected to have a Purchaser Material Adverse Effect (except for the representations and warranties in Sections 6.1 and 6.2, which shall be true and correct in all material respects), and Sellers shall have received a certificate signed by an authorized officer of Purchaser on behalf of Purchaser, dated the Closing Date, to the foregoing effect;

(b) Purchaser shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by Purchaser prior to or on the Closing Date, and Sellers shall have received a certificate signed by an authorized officer of Purchaser on behalf of Purchaser, dated the Closing Date, to the foregoing effect; and

(c) Purchaser shall have delivered to Sellers all of the items set forth in Section 4.3.

9.3 Conditions Precedent to Obligations of Purchaser and Sellers. The respective obligations of Purchaser and Sellers to consummate the Transactions are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser and Sellers in whole or in part to the extent permitted by applicable Law):

(a) there shall not be in effect any Order by a Governmental Body restraining, enjoining or otherwise prohibiting the consummation of the Transactions;

(b) the applicable waiting periods under the HSR Act will have expired or been terminated;

(c) the Bankruptcy Court shall have entered the Approval Order and the Approval Order shall not be subject to a stay or have been vacated or revoked;

(d) the Schedules to this Agreement, including all Schedules disclosing against any representations and warranties herein, shall be (i) in the case of Schedules disclosing against any representations and warranties herein, reasonably acceptable to Purchaser and Sellers, and (ii) in the case of all other Schedules, acceptable to Purchaser and Sellers in the good faith exercise of their discretion (the date on which such Schedules are agreed to by Purchaser and Sellers is referred to as the "Schedule Completion Date"); and

(e) Purchaser shall have delivered to Sellers customary debt commitment letters and/or equity commitment letters evidencing, in the aggregate, financing sufficient for Purchaser to consummate the Transactions at the Closing.

9.4 Frustration of Closing Conditions. No Party may rely on the failure of any condition set forth in Sections 9.1, 9.2 or 9.3, as the case may be, to terminate this Agreement under Section 4.4 if such failure was caused by such Party's breach of any provision of this Agreement.

X. TAXES

10.1 Transfer Taxes. All documentary, stamp, transfer, motor vehicle registration, sales, use, value added, excise and other similar non-income Taxes and all filing and recording fees (and any penalties and interest associated with such Taxes and fees) arising from or relating to the consummation of the Transactions (collectively, "Transfer Taxes") will be borne exclusively by Purchaser to the extent such Transfer Taxes are set forth on Schedule 2.3(j), and will be borne equally by Purchaser and Sellers with respect to any other Transfer Taxes, in each case, regardless of the Party on whom liability is imposed under the provisions of the Laws relating to such Transfer Taxes. Sellers and Purchaser will consult and cooperate in timely preparing and making all filings, Tax Returns, reports and forms as may be required to comply with the provisions of the Laws relating to such Transfer Taxes and will cooperate and otherwise take commercially reasonable efforts to (a) obtain any available refunds for or exemptions from, or (b) otherwise reduce, such Transfer Taxes, including preparing exemption certificates and other instruments as are applicable to claim available exemptions from the payment of Transfer Taxes under applicable Law and executing and delivering such affidavits and forms as are reasonably requested by the other Party.

10.2 Purchase Price Allocation.

(a) As promptly as practicable after the Closing Date, but no later than 90 days thereafter, Purchaser will prepare and deliver to Sellers, an allocation schedule setting forth the amounts to be allocated among Sellers and among the Purchased Assets of each Seller, pursuant to (and to the extent necessary to comply with) Section 1060 of the Code and the applicable regulations promulgated thereunder (or, if applicable, any similar provision under state, local or foreign Law or regulation) (the "Proposed Allocation Statement"). Sellers will have 20 Business Days following delivery of the Proposed Allocation Statement during which to notify Purchaser in writing (an "Allocation Notice of Objection") of any objections to the Proposed Allocation Statement, setting forth in reasonable detail the basis of their objections. If Sellers fail to deliver an Allocation Notice of Objection in accordance with this Section 10.2(a), the Proposed Allocation Statement will be conclusive and binding on all Parties and will become the "Final Allocation Statement." If Sellers submit an Allocation Notice of Objection, then for 20 Business Days after the date Purchaser receives the Allocation Notice of Objection, Purchaser and Sellers will use their commercially reasonable efforts to agree on the allocations. Failing such agreement within 20 Business Days of such notice, the unresolved allocations will be submitted to the Neutral Firm for resolution in accordance with Section 3.4, which will apply *mutatis mutandis* to such disagreement. For the avoidance of doubt, in administering any Legal Proceeding, the Bankruptcy Court will not be required to apply the Final Allocation Statement in

determining the manner in which the Purchase Price should be allocated as between Sellers and their respective estates.

(b) Sellers and Purchaser and their respective Affiliates will report, act, and file Tax Returns (including, but not limited to IRS Form 8594) in all respects and for all purposes consistent with the Final Allocation Statement. Neither Sellers nor Purchaser will take any position (whether in audits, Tax Returns, or otherwise) that is inconsistent with the Final Allocation Statement unless required to do so by applicable Law.

10.3 Cooperation and Audits. Purchaser, Sellers and their respective Affiliates will cooperate fully with each other regarding Tax matters and will make available to the other as reasonably requested all information, records and documents relating to Taxes governed by this Agreement until the expiration of the applicable statute of limitations or extension thereof or the conclusion of all audits, appeals or litigation with respect to such Taxes.

10.4 Tax Returns. From and after the Closing, with respect to the Acquired Business and/or the Purchased Assets, Sellers, at their sole cost and expense, will file (or cause to be filed) all Tax Returns that relate to any Retained Tax, and Purchaser, at its sole cost and expense, will file (or caused to be filed) all other Tax Returns. For the avoidance of doubt, to the extent any Tax Return relates solely to the Purchased Assets or the Acquired Business and is in respect of a Straddle Period, Purchaser will file (or caused to be filed) such Tax Return, at its sole cost and expense. All Tax Returns that a Seller is required to file or cause to be filed in accordance with this Section 10.4 will be prepared and filed in a manner consistent with past practice and, on such Tax Returns, no position will be taken, election made or method adopted that is inconsistent in any material respect with positions taken, elections made or methods used in preparing and filing similar Tax Returns in prior periods (including positions, elections or methods that would have the effect of deferring gain or income to periods ending after the Closing Date or accelerating credits or deductions to periods ending on or before the Closing Date).

XI. GENERAL GOVERNING PROVISIONS

11.1 No Survival of Representations and Warranties. The Parties agree that the representations and warranties contained in this Agreement will not survive the Closing hereunder, and none of the Parties will have any Liability to each other after the Closing for any breach thereof. The Parties agree that the covenants contained in this Agreement to be performed at or after the Closing will survive the Closing hereunder until the expiration of the applicable statute of limitations or for such shorter period explicitly specified therein, and each Party will be liable to the other after the Closing for any breach thereof.

11.2 Expenses. Except for the Expense Reimbursement Amount (exclusively from and after the Bankruptcy Court's approval thereof) or as otherwise expressly provided in this Agreement, whether or not the Transactions are consummated, each of Sellers, on the one hand, and Purchaser, on the other hand, will bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the Transactions and all proceedings incident thereto.

11.3 Injunctive Relief.

(a) The Parties agree that irreparable damages would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and that damages at law may be an inadequate remedy for the breach of any of the covenants, promises and agreements contained in this Agreement, and, accordingly, any Party will be entitled to injunctive relief to prevent any such breach, and to specifically enforce specifically the terms and provisions of this Agreement, including without limitation specific performance of such covenants, promises or agreements or an Order enjoining a Party from any threatened, or from the continuation of any actual, breach of the covenants, promises or agreements contained in this Agreement. The rights set forth in this Section 11.3 will be in addition to any other rights which a Party may have at law or in equity pursuant to this Agreement.

(b) The Parties hereby agree not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches of this Agreement by Purchaser or Sellers, as applicable, and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the respective covenants and obligations of Purchaser or Sellers, as applicable, under this Agreement all in accordance with the terms of this Section 11.3.

11.4 Submission to Jurisdiction; Consent to Service of Process.

(a) Without limiting any Party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court will retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Transactions, and (ii) any and all proceedings related to the foregoing will be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court for such purposes and will receive notices at such locations as indicated in Section 11.8; provided, however, that if the Bankruptcy Cases have been closed pursuant to Section 350 of the Bankruptcy Code, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or in the event (but only in the event) that such court does not have subject matter jurisdiction over such Legal Proceeding in the United States District Court for the District of Delaware) and any appellate court from any thereof, for the resolution of any such claim or dispute. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each of the Parties hereby consents to process being served by any other Party in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 11.8; provided, however, that such service will not be effective until the actual receipt thereof by the Party being served.

11.5 Waiver of Right to Trial by Jury. Each Party to this Agreement waives any right to trial by jury in any action, matter or proceeding regarding this Agreement or any provision hereof.

11.6 Entire Agreement; Amendments and Waivers. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, will be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party of a breach of any provision of this Agreement will not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by Law.

11.7 Governing Law. This Agreement will be governed by and construed in accordance with federal bankruptcy Law, to the extent applicable, other federal Law, where applicable, and, where state Law is implicated, the Laws of the State of Delaware applicable to contracts made and performed in such State.

11.8 Notices. All notices and other communications under this Agreement will be in writing and will be deemed given (i) when delivered personally by hand, (ii) when sent by email (with written confirmation of transmission) or (iii) one Business Day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses and email addresses (or to such other address or email address as a Party may have specified by notice given to the other Party pursuant to this provision):

If to Sellers, to:

c/o FTD Companies, Inc.
3113 Woodcreek Rd.
Downers Grove, IL 60515
Attention: Scott Levin
Email: XXXXXXXX

With a copy (which will not constitute notice) to:

Jones Day
77 W. Wacker Dr. Suite 3500
Chicago, IL 60010

Attention: Timothy P. FitzSimons
Email: tfitzsimons@jonesday.com

And a copy (which will not constitute notice) to:

Jones Day
901 Lakeside Avenue
Cleveland, Ohio 44114
Attention: Heather Lennox
Email: hlennox@jonesday.com

If to Purchaser, to:

c/o Nexus Capital Management LP
11100 Santa Monica Boulevard
Suite 250
Los Angeles, California 90025
Attention: Damian Giangiacomo
Email: XXXXXXXX

With copies (which will not constitute notice) to:

Munger, Tolles & Olson LLP
350 South Grand Avenue
Suite 5000
Los Angeles, California 90071
Attention: Brett Rodda and Seth Goldman
Email: brett.rodda@mto.com and seth.goldman@mto.com

11.9 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any Law or public policy, all other terms or provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible.

11.10 Assignment. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement will create or be deemed to create any third party beneficiary rights in any Person or entity not a party to this Agreement. No assignment of this Agreement or of any rights or obligations hereunder may be made by either Sellers or Purchaser (by operation of law or otherwise) without the prior written consent of the other Parties and any attempted assignment without the required consents will be void; provided, however, that (a) Purchaser may assign some or all of its rights or delegate some or all of its obligations hereunder to one or more Affiliates and (b) Sellers may assign some or all of their rights or delegate some or all of their obligations hereunder to

successor entities (including any liquidating trust) pursuant to a chapter 11 plan confirmed by the Bankruptcy Court, in the case of each clause (a) and (b) without any other Party's consent. No assignment of any obligations hereunder will relieve the Parties of any such obligations. Upon any such permitted assignment, the references in this Agreement to Sellers or Purchaser will also apply to any such assignee unless the context otherwise requires.

11.11 Non-Recourse. Any claim or cause of action based upon, arising out of, or related to this Agreement or any agreement, document or instrument contemplated hereby may only be brought against Persons that are expressly named as Parties or thereto, and then only with respect to the specific obligations set forth herein or therein. Other than the Parties, no other party will have any Liability or obligation for any of the representations, warranties, covenants, agreements, obligations or Liabilities of any Party under this Agreement or the agreements, documents or instruments contemplated hereby or of or for any Legal Proceeding based on, in respect of, or by reason of, Transactions (including the breach, termination or failure to consummate such transactions), in each case whether based on contract, tort, fraud, strict liability, other Laws or otherwise and whether by piercing the corporate veil, by a claim by or on behalf of a Party or another Person or otherwise. In no event will any Person be liable to another Person for any remote, speculative or punitive damages with respect to the Transactions.

11.12 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the Effective Date.

PURCHASER:

GATEWAY MERCURY HOLDINGS, LLC

By: Nexus Special Situations II, L.P.
Its: Sole Member

By: Nexus Special Situations GP II, L.P.
Its: General Partner

By: Nexus Partners LLC
Its: General Partner

By: /s/ Damian Giangiacomo
Name: Damian Giangiacomo
Title: Sole Member

COMPANY:

FTD, INC.

By: /s/ Scott D. Levin
Name: Scott D. Levin
Title: President and Chief Executive Officer and Secretary

[Signature Page to Asset Purchase Agreement]

OTHER SELLERS:

FLORISTS' TRANSWORLD DELIVERY, INC.

By: /s/ Scott D. Levin
Name: Scott D. Levin
Title: President and Chief Executive Officer and Secretary

FTD.COM INC.

By: /s/ Scott D. Levin
Name: Scott D. Levin
Title: President and Chief Executive Officer and Secretary

FTD.CA, INC.

By: /s/ Scott D. Levin
Name: Scott D. Levin
Title: President and Chief Executive Officer and Secretary

PROVIDE COMMERCE, LLC

By: /s/ Scott D. Levin
Name: Scott D. Levin
Title: President and Chief Executive Officer and Secretary

FLOWERFARM, INC.

By: /s/ Scott D. Levin
Name: Scott D. Levin
Title: President and Chief Executive Officer and Secretary

BLOOM THAT, INC.

By: /s/ Scott D. Levin
Name: Scott D. Levin
Title: President and Chief Executive Officer and Secretary

[Signature Page to Asset Purchase Agreement]

Exhibit 2.2

DATED **MAY 31, 2019**

(1) FTD, INC.

(2) TELEFLORA UK HOLDINGS LTD.

AGREEMENT

for the sale and purchase of shares
in the capital of
FTD UK Holdings Limited

CONTENTS

AGREED FORM DOCUMENTS

Director/secretary letter of resignation

TSA

IP License Agreement

Leakage Escrow Agreement

Funds flow memorandum

Shareholder Power of Attorney

AGREEMENT

DATED May 31, 2019

PARTIES

(1) **FTD, INC.,** a Delaware corporation with FED ID 13-37-11271 whose registered office address is at 3113 Woodcreek Drive, Downers Grove, Illinois, United States of America (the "**Seller**"); and

(2) **TELEFLORA UK HOLDINGS LTD.**, a private company limited by shares incorporated and registered in England and Wales with company number 3454903 whose registered office is at 21 Bedford Square, London, United Kingdom WC1B 3HH (the "**Buyer**").

INTRODUCTION

(A) The Seller is, at the date of this Agreement, the registered holder of the Shares.

(B) The Seller has agreed to sell the Shares and the Buyer has agreed to purchase the Shares upon the terms and subject to the conditions of this Agreement.

AGREEMENT

1. INTERPRETATION

1.1 In this Agreement, the following words and expressions shall have the following meanings unless the context otherwise requires:

"**Additional Consideration Amount**" means an amount equal to 5% per annum of the Share Consideration Amount accruing from and including the Locked Box Date until the Closing Date;

"**Affiliate**" means, in relation to any Party, any subsidiary undertaking or parent undertaking of that Party and any subsidiary undertaking of any such parent undertaking, in each case from time to time;

"**Agreed Form**" means, in relation to a document, the form of that document which has been negotiated and agreed between the Seller and the Buyer;

"**Business Day**" means a day (not being a Saturday or a Sunday) on which banks generally are open in London, England and Delaware, USA for the transaction of normal banking business;

"**Buyer Rights**" has the meaning given to it in clause 11.2;

"**Buyer's Group**" means the Buyer and its Affiliates from time to time other than the Target Companies and the expression "**member of the Buyer's Group**" shall be construed accordingly;

"**Claim**" means any claim under or for breach of this Agreement;

"**Claimed Amount**" has the meaning given to it in clause 2.2 of Schedule 7;

"**Closing**" means closing of this Agreement and the transactions contemplated by this Agreement, as provided for in clause 5 (*Closing*) and Schedule 5;

"**Closing Date**" means the date of this Agreement or, as the context shall require, the date on which Closing takes place;

"**Companies Act**" means the Companies Act 2006;

"**Company**" means FTD UK Holdings Limited, of which brief particulars are set out in Schedule 1;

"**Consideration**" has the meaning given to it in clause 3.1;

"**CTA 2010**" means the Corporation Tax Act 2010;

"**Data Room**" means the data room comprising the documents and other information made available by the Seller as listed on the data room index provided to the Buyer on or before the date of this Agreement;

"**Default Rate**" means the percentage rate per annum which is 4 per cent. higher than LIBOR;

"**Determined**" has the meaning given to it in clause 1.2 of Schedule 7;

"**Due Date**" means in respect of any sum payable or obligation to be performed under this Agreement or any of the other Transaction Documents, the day specified for the payment to be made or that obligation to be performed or, if that day is not a Business Day, the next following Business Day;

"**Employees**" means those individuals employed by the Target Group at the date of this Agreement;

"**Encumbrance**" means any interest or equity of any person (including any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement, or any agreement to create any of the above;

"**Exchange Rate**" means, in respect of a particular currency for a particular date, the spot rate of exchange (the closing mid-point) for that currency into sterling on such date as published in the London edition of the Financial Times first published after that date or, where no such rate is published in respect of that currency for such date, at the rate quoted by such financial institution of international repute as the Seller may specify in writing as at the close of business in London on such date;

"**Expert**" has the meaning given to it in clause 1.2 of Schedule 7;

"**FSMA**" means the Financial Services and Markets Act 2000;

"**FTD Loan**" means that certain Third Amended and Restated Promissory Note dated November 5, 2018 in the principal amount of US$48,000,000 entered into by the Company, as payor, in favor of the Seller, as note holder;

"**Full Title Guarantee**" means with the benefit of the implied covenants set out in Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 when a disposition is expressed to be made with full title guarantee;

"**Governmental Entity**" means any national, local government, industry or trade body exercising any regulatory, taxing, importing or other governmental power or authority, including securities exchanges and competition authorities;

"**HMRC**" means Her Majesty's Revenue & Customs and, in respect of any time before the establishment of Her Majesty's Revenue & Customs, references to HMRC shall be construed, as the context shall require, to include references to the Inland Revenue and/or Her Majesty's Customs and Excise;

"**I.S. Group**" means The I.S. Group Limited, a private limited company incorporated and registered in England and Wales with company number 1419425;

"**Income Tax Act**" means the Income Tax Act 2007;

"**Interflora US**" means Interflora, Inc., a Michigan corporation with company number 158177;

"**IP License Agreement**" means that certain Amended and Restated License Agreement dated as of the Closing Date entered into by and between Florists' Transworld Delivery, Inc. and Interflora Business Unit as of Closing;

"**Leakage**" has the meaning given to it in clause 4.3;

"**Leakage Claim Expiry Date**" has the meaning given to it in clause 4.4(A);

"**Leakage Escrow Account**" means the interest bearing account in the name of the Leakage Escrow Agent with the following details:

ABA: XXXXXXXX

BNF: XXXXXXXX

Beneficiary Account No: XXXXXXXX

Beneficiary Account Address: XXXXXXXX

For further credit to Acct Name & No: XXXXXXXX

"**Leakage Escrow Agent**" means U.S Bank National Association;

"**Leakage Escrow Agreement**" means the escrow agreement in the Agreed Form to be entered into on Closing between the Seller, the Buyer and the Leakage Escrow Agent;

"**Leakage Escrow Amount**" means US$1,500,000;

"**Liabilities**" means any and all liabilities and obligations of every kind and description whatsoever, whether such liabilities or obligations are known or unknown, disclosed or undisclosed, matured or unmatured, accrued, absolute, contingent or otherwise;

"**LIBOR**" means, in respect of any interest to be paid pursuant to clause 16.9, the applicable Screen Rate as at 11.00 a.m. on the first day on which such interest starts to accrue for sterling and for a period of three months (and, if any such rate is below zero, LIBOR will be deemed to be zero);

"**Locked Box Accounts**" means the following accounts set forth in Schedule 8:

(a) the individual unaudited balance sheet of the Company and of each of the Subsidiaries as at the Locked Box Date; and

(b) the individual unaudited profit and loss account of the Company and of each of the Subsidiaries for the 3 month period ended on the Locked Box Date;

"**Locked Box Claim**" means any claim pursuant to clause 4.2 in respect of a breach of clause 4.1 of this Agreement;

"**Locked Box Date**" means 31 March 2019;

"**Losses**" in respect of any matter, event or circumstance includes all demands, claims, actions, proceedings, damages, awards, judgments, fines, sanctions, payments, losses, costs, expenses or other Liabilities plus any applicable value added tax (including all interest, penalties and, to the extent reasonably and properly incurred, legal and other professional costs and expenses) arising or incurred in connection with such matter, event or circumstance;

"**Material Employees**" means all senior management and executive Employees including the heads of each department, the president and the directors;

"**Notified Leakage**" has the meaning given to it in clause 4.1(A);

"**Outstanding Leakage Claim**" has the meaning given to it in clause 1.2 of Schedule 7;

"**Parties**" means the parties to this Agreement and "**Party**" means either of them;

"**Payoff Letter**" means a duly executed payoff letter from the Seller setting forth the aggregate amount of indebtedness owing to the Seller from the Company pursuant to the FTD Loan as of the Closing Date and the amount and form of consideration that the Seller has agreed to accept in full satisfaction of all such indebtedness;

"**Permitted Leakage**" means any amount described or referred to in Schedule 6;

"**Properties**" means any properties owned or occupied by any member of the Target Group;

"**Review Period**" has the meaning given to it in clause 2.1 of Schedule 7;

"**Screen Rate**" means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant currency and period displayed on pages LIBOR01 or LIBOR02 of the Reuters screen (or any replacement Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Reuters. If such page or service ceases to be available, the Seller may specify another page or service displaying the relevant rate;

"**Security Release Documents**" means the release documents in the Agreed Form;

"**Seller Related Parties**" means the parent undertakings of the Seller, and "**Seller Related Party**" shall be construed accordingly;

"**Seller's Bank Account**" means the bank account of the Seller at XXXXXXXX (account name: XXXXXXXX; account number: XXXXXXXX; ABA number: XXXXXXXX, or such other account as the Seller shall notify the Buyer in writing;

"**Seller's Group**" means in respect of the Seller, it and its Affiliates from time to time other than the Target Companies and the expression "**member of the Seller's Group**" shall be construed accordingly;

"**Seller's Solicitors**" means Jones Day of 21 Tudor Street, London EC4Y 0DJ;

"**Share Consideration Amount**" means an amount equal to US$59,550,000;

"**Shareholder Power of Attorney**" has the meaning given to such term in paragraph 1(A)(3) of Schedule 5;

"**Shares**" means 26,000,002 ordinary shares of £1.00 each in the capital of the Company;

"**Subsidiaries**" means each of Interflora Holdings Limited, Interflora Investments Limited, Interflora Group Limited and Interflora British Unit, of which brief particulars are set out in Schedule 2;

"**Target Companies**" or "**Target Group**" means the Company and the Subsidiaries, "**Target Company**" means any of them and the expression "**relevant Target Company**" shall be construed accordingly;

"**Third Party Consent**" means a consent, licence, approval, authorisation or waiver required from a third party for the conveyance, transfer, assignment or novation of any asset, right or property pursuant to clause 10.3;

"**tax**" or "**Tax**" or "**taxation**" or "**Taxation**" means all forms of taxation, dues, duties, imposts, levies, national insurance contributions and rates of the United Kingdom or any other jurisdiction whenever and wheresoever charged, imposed or deducted, or otherwise payable as a consequence of any direction or order of any Tax Authority, together with all interest, penalties and fines incidental or relating to or arising in connection with any and all such taxes, dues, duties, imposts, levies and rates;

"**Tax Authority**" or "**Taxing Authority**" means any taxing or other authority (whether within or outside the United Kingdom) competent to impose any tax liability;

"**TSA**" means the transitional services agreement in the Agreed Form to be entered into between the Seller and a member of the Target Group on Closing;

"**Transaction Documents**" means this Agreement, the TSA, the IP License Agreement, the Leakage Escrow Agreement and any other agreement referred to in this Agreement or required to be entered into pursuant to this Agreement;

"**Transaction**" means the transaction contemplated by this Agreement; and

"**Warranties**" means the warranties set out in Schedule 3.

1.2 In this Agreement, unless the context otherwise requires:

(A) a reference to a person shall be construed so as to include any individual, firm, body corporate (wherever incorporated) or partnership (in each case whether or not having separate legal personality);

(B) references to "**this Agreement**" shall include the Introduction and Schedules to it, which form part of this Agreement, and references to clauses, the Introduction and Schedules are to clauses of and the Introduction and Schedules to this Agreement;

(C) the headings are inserted for convenience only and shall not affect the construction of this Agreement;

(D) words in the singular shall include the plural and vice versa;

(E) a reference to one gender includes all genders;

(F) references to times of the day are to London time unless otherwise stated and references to a day are to a period of 24 hours running from midnight to midnight;

(G) references to any English legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include that which most nearly approximates in that jurisdiction to the English legal term in question;

(H) references to "**£**" or "**sterling**" are references to the lawful currency from time to time of the United Kingdom;

(I) references to "$" or "US$" are references to the lawful currency from time to time of the United States of America;

(J) words and expressions defined in the Companies Act shall (unless the context clearly does not so permit) bear the same meanings where used in this Agreement;

(K) references to an "**associate**" or a "**connected person**" in relation to another person are references to a person who is an associate of or connected with the other person within the meaning of sections 448 and 1122 of the CTA 2010 or sections 993 or 994 of the Income Tax Act, as appropriate;

(L) references to statutory provisions shall be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time and shall include the corresponding provisions of any earlier legislation (whether repealed or not) and any orders, regulations, instruments or other subordinate legislation made from time to time under the statute concerned;

(M) unless otherwise specifically provided in this Agreement, references to any monetary sum expressed in a sterling amount shall, where such sum is referable in whole or part to a particular jurisdiction, be deemed to be a reference to an equivalent amount in the local currency of that jurisdiction translated at the Exchange Rate at the relevant date specified in this Agreement;

(N) where it is necessary to determine whether a monetary limit or threshold set out in Schedule 4 has been reached or exceeded (as the case may be) and the value of any of the relevant claims is expressed in a currency other than sterling, the value of each such claim shall be translated into sterling at the Exchange Rate on the date of receipt of written notification of the existence of such claim in accordance with Schedule 4;

(O) any statement qualified by the expression "**to the best of the Seller's knowledge**" or "**so far as the Seller is aware**" or any similar expression shall mean the actual knowledge of John Dunstan and Rhys Hughes after reasonable enquiry of the Material Employees and directors of the Target Group;

(P) a reference to "**includes**" or "**including**" will be construed as "**includes without limitation**" or "**including without limitation**" (as the case may be);

(Q) general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class or examples of acts, matters or things;

(R) if a period of time is specified and dates from a given day or the day of an act or event, it will be calculated exclusive of that day; and

(S) references to "**writing**" or "**written**" include any modes of reproducing words in a legible and non transitory form but, unless provided expressly otherwise, do not include words stored in or displayed on any electronic device, including a computer, tablet, telephone or other communication device.

2. SALE AND PURCHASE

2.1 The Seller agrees to sell the Shares to the Buyer free from all Encumbrances and with Full Title Guarantee, together with the benefit of all rights attaching to them at any time after the date of this Agreement, including all rights to dividends and other distributions declared, made or paid on or after Closing and the Buyer agrees to purchase the same on and subject to the terms of this Agreement.

2.2 The Seller undertakes to procure the waiver of all pre-emption and similar rights or other restrictions on transfer over the Shares or any of them that any person may be entitled under the articles of association of the Company or otherwise in relation to the sale and purchase of the same under this Agreement.

2.3 Nothing in this Agreement shall oblige nor entitle the Seller to sell, or the Buyer to buy, any of the Shares or complete this Agreement unless the sale and purchase of all of the Shares is completed at the same time.

3. CONSIDERATION

3.1 The purchase price for the Shares shall be an amount equal to the sum of:

(A) the Share Consideration Amount; *plus*

(B) the Additional Consideration Amount; *less*

(C) any Notified Leakage,

(the "**Consideration**").

3.2 The Consideration shall be satisfied by the payment by the Buyer at Closing of:

(A) the Leakage Escrow Amount into the Leakage Escrow Account;

(B) the amount set forth in the Payoff Letter as full satisfaction of the FTD Loan pursuant to the payment instructions set forth in the funds flow memorandum in the Agreed Form; and

(C) an amount equal to the Consideration *less* the amounts set forth in (A) and (B) above pursuant to the payment instructions set forth in the funds flow memorandum in the Agreed Form.

3.3 Payment of the amounts specified in clause 3.2 in immediately available funds by electronic transfer to the accounts specified in that clause shall constitute an absolute discharge of the obligation of the Buyer in relation to the payment of the Consideration.

4. LOCKED BOX

4.1 The Seller covenants to the Buyer that in the period from the Locked Box Date up to and including the date of Closing:

(A) neither it nor any other member of the Seller's Group has received or benefitted from or will receive or benefit from any amount of Leakage except for Leakage notified in writing by the Seller to the Buyer in a statement setting out the nature and amount of such Leakage no later than three (3) Business Days prior to Closing ("**Notified Leakage**"); and

(B) no arrangement or agreement has been made or entered into (or will be made or entered into) that has resulted in or will result in it or any member of the Seller's Group receiving or benefitting from any Leakage other than Notified Leakage.

4.2 Subject to clause 4.4, clause 4.6, clause 8 and Schedule 4 of this Agreement, in the event of any Leakage that results in a breach of the covenant contained in clause 4.1, the Seller covenants to the Buyer to pay to the Buyer an amount in cash equal (on a £ for £ basis) to the aggregate of:

(A) the amount or value of such Leakage actually received or benefitted by the Seller or any member of the Seller's Group; plus

(B) an amount equal to all reasonable costs and expenses properly incurred by the Buyer in recovering the Leakage amount.

4.3 For the purposes of this Agreement, "**Leakage**" shall mean any of the following that has occurred after the Locked Box Date but on or before Closing (but in all cases excluding any Permitted Leakage):

(A) any management charge, payment for intellectual property rights, head office costs, service fee or other similar fees or compensation that has been levied by or for the benefit of the Seller or any member of the Seller's Group against any member of the Target Group and any payment of any management charge, payment for intellectual property rights, head office costs, service fee or other similar fees or compensation by any member of the Target Group to or for the account of or for the benefit of the Seller or any member of the Seller's Group;

(B) any payments made or agreed to be made to or for the benefit of the Seller or any member of the Seller's Group in respect of any share capital or loan capital or other security of any member of the Target Group that has been issued, redeemed, purchased or repaid, or any other return of capital or repayment of reserves (whether by reduction of capital or otherwise and whether in cash or in kind or otherwise);

(C) (i) any loan or any transaction in the nature of a loan made or agreed to be made from a Target Company to or for the benefit of the Seller or any member of the Seller's Group or (ii) any other payment made or agreed to be made from a Target Company to or which benefits the Seller or any member of the Seller's Group;

(D) the transfer or surrender of any interest in or the creation of, or agreement to create, any Encumbrance over any asset of any Target Company in favour of, or on behalf of, or for the benefit of, the Seller or any member of the Seller's Group;

(E) the assumption, indemnification, incurring, guaranteeing, securing or discharge of any liability by a Target Company for the benefit of the Seller or any member of the Seller's Group;

(F) any dividend or other distribution (whether in cash or in kind) of profits or assets that has been made, paid or declared (whether actual or deemed) by any member of the Target Group to or in favour of or for the benefit of the Seller or any member of the Seller's Group;

(G) any fees, costs, expenses, or bonuses that have been paid or declared, or have been incurred, or to be paid or declared, by any member of the Target Group to or in favour of any person, in each case only to the extent arising as a direct result of the transactions contemplated by the Transaction Documents;

(H) the deferral, release, discount or waiver by any member of the Target Group of any amount, right, value, benefit or obligation owed to that member of the Target Group by the Seller or any member of the Seller's Group;

(I) any agreement or arrangement made or entered into by any Target Company to do or give effect to any of the matters referred to in clauses 4.3(A) to 4.3(H) above; and

(J) any Tax that is paid or becomes payable at any time by any Target Company as a consequence of any of the matter referred to in (A) to (I).

4.4 Notwithstanding anything to the contrary in this Agreement (other than clause 4.5):

(A) the Seller shall not be liable in respect of any Locked Box Claim unless written notice of such Locked Box Claim is given to the Seller (specifying, and providing evidence of, the nature of the Leakage and a reasonable estimate of the amount due from it) on or before the date that is 4 months after the Closing Date (the "**Leakage Claim Expiry Date**");

(B) the maximum aggregate liability of the Seller under any and all Locked Box Claims shall not in any circumstances exceed the amount of Leakage actually received by the Seller or any member of the Seller's Group or in respect of which they have benefited and the Buyer shall have no other remedy for any Leakage other than as set out in this clause 4; and

(C) the Seller shall not be liable under or in respect of a Locked Box Claim to the extent of any net quantifiable benefit to the Buyer's Group or any Target Company arising directly from such Leakage (including without limitation where the amount (if any) by which taxation for which the Buyer's Group or any Target Company would otherwise have been accountable or liable to be assessed is actually reduced or extinguished as a result of the matter or is recoverable).

4.5 Nothing in this clause 4 shall limit the liability of the Seller in respect of fraud by the Seller in relation to any Leakage.

4.6 Any amount of Leakage payable by the Seller under this clause 4 (other than Notified Leakage which shall be deducted in accordance with clause 3.1) shall first be released and satisfied from the Leakage Escrow Account in accordance with the terms of clause 9, Schedule 7 and the Leakage Escrow Agreement. If the funds in the Leakage Escrow Account are not sufficient to satisfy the amount of such Leakage, the Seller shall pay the balance to the Buyer in accordance with Schedule 7.

5. CLOSING

5.1 Closing shall take place at the offices of the Seller's Solicitors at 21 Tudor Street, London EC4Y 0DJ, United Kingdom on the Closing Date.

5.2 Closing shall take place in accordance with Schedule 5 and each Party shall on Closing perform all of the obligations which the provisions of Schedule 5 require it to perform.

5.3 The Seller undertakes to use all reasonable endeavours to procure that the share certificates in respect of the Shares are delivered to the Buyer within 5 Business Days of the Closing Date.

6. NO RIGHT OF RESCISSION

6.1 Notwithstanding any breach of this Agreement or the provisions of any applicable laws or regulations, but save in the event of fraud, the Buyer agrees that, following the date of this Agreement, it will have no right (including any right under common law) to terminate or rescind this Agreement and will not be entitled to treat the Seller as having repudiated this Agreement.

6.2 Save in respect of clause 13, the only remedy of the Buyer or any other member of the Buyer's Group for or in respect of any Claim will be damages for breach of contract or, to the extent expressly provided in this Agreement, indemnification and the Buyer, for itself and on behalf of each other member of the Buyer's Group, waives any other remedy that it might but for this clause have in respect of any Claim (whether in tort or otherwise), including under the Misrepresentation Act 1967.

7. WARRANTIES

7.1 The Seller warrants as at the date of this Agreement to the Buyer that each of the Warranties is true and accurate.

7.2 Each of the Warranties is given independently from and shall not be limited by reference to any of the others of them nor anything else contained in the Transaction Documents, save as expressly provided otherwise.

7.3 Save in the case of the fraud or wilful concealment of any Target Company or any of its officers or employees, the Seller irrevocably waives all claims which it may have against any Target Company or any of its officers or employees in respect of any misrepresentation, inaccuracy or omission in or from any information or advice given by it or any of its officers or employees to the Seller to enable it to give any of the Warranties or to assume any of the obligations assumed or to be assumed by it under or pursuant to any of the Transaction Documents.

7.4 The Buyer warrants to the Seller that:

(A) the Buyer is duly incorporated in the State of Delaware;

(B) the Buyer has full power and authority to enter into and perform this Agreement and each of the other Transaction Documents to be entered into by it and the provisions of this Agreement and each of such other Transaction Documents will, when executed, constitute valid and binding obligations on the Buyer, in accordance with their respective terms;

(C) the execution and delivery of, and the performance by the Buyer of its obligations under, this Agreement and each of the other Transaction Documents to which it is a party will neither:

(1) result in a breach of any provision of its memorandum or articles of association, bye laws or any similar constitutional document, order or judgment that applies to or binds it or any of its assets; nor

(2) result in a material breach of any law, regulation, order, judgment or decree of any court or Governmental Entity to which it is a party or by which it is bound;

(D) there are no:

(1) judgments, orders, injunctions or decrees of any Governmental Entity or court or arbitration tribunal outstanding against or affecting the Buyer;

(2) law suits, actions or proceedings pending or, to the knowledge of the Buyer, threatened against or affecting the Buyer; or

(3) investigations by any Governmental Entity which are pending or threatened against the Buyer,

and which, in any such case, will have a material adverse effect on the ability of the Buyer to execute and deliver, or perform, its obligations under this Agreement or any of the other Transaction Documents; and

(E) the Buyer has, as of the date of this Agreement, and will at the relevant time have, immediately available on an unconditional basis (subject only to Closing) the necessary cash resources to meet its obligations under this Agreement.

8. LIMITATIONS

8.1 The liability of the Seller for any Claim or any other claims under the Leakage Escrow Agreement shall be subject to the provisions of Schedule 4 (to the extent provided therein).

8.2 Nothing in this Agreement or any Transaction Document (or in any Schedule or Exhibit hereto or thereto) shall operate to limit the liability of the Seller in respect of the Seller's fraud or fraudulent misrepresentation.

9. LEAKAGE ESCROW

9.1 Following Closing, the Leakage Escrow Amount shall be held in the Leakage Escrow Account in accordance with the terms of this clause 9, clause 4.6, Schedule 7 and the Leakage Escrow Agreement.

9.2 The Buyer and the Seller shall promptly provide such instructions to the Leakage Escrow Agent (where relevant in the form specified by the Leakage Escrow Agreement) and take all other actions in relation to the Leakage Escrow Account as are necessary to give effect to the provisions of this clause 9, clause 4.6 and Schedule 7 and shall procure that the Leakage Escrow Agent is not required to, and does not take, any action with respect to the Leakage Escrow Account except in accordance with the Leakage Escrow Agreement.

9.3 No amount shall be released from the Leakage Escrow Account otherwise than in accordance with this clause 9, Schedule 7 and the Leakage Escrow Agreement.

9.4 If there is any conflict between the provisions of this Agreement and the provisions of the Leakage Escrow Agreement, the Parties agree that, as between themselves, the provisions of this Agreement shall prevail.

9.5 The Buyer and the Seller shall ensure that all rights to the Leakage Escrow Account remain free from any Encumbrance except as set out in this clause 9 or Schedule 7 or otherwise pursuant to this Agreement or the Leakage Escrow Agreement.

9.6 The interest accrued on the Leakage Escrow Amount whilst in the Leakage Escrow Account shall be credited to the Leakage Escrow Account and shall be available to satisfy any Locked Box Claims. If any funds remain in the Leakage Escrow Account after full satisfaction of the Seller's obligation to pay the Buyer for any Leakage in accordance with the terms of this Agreement, such funds shall be paid to the Seller's Bank Account in accordance with Schedule 7 and the Leakage Escrow Agreement.

10. FURTHER ASSURANCE

10.1 The Buyer and the Seller (each at its own expense) shall do, execute and deliver any such further acts, documents and things as the other may from time to time reasonably require for the purpose of vesting the legal and beneficial ownership of the Shares in the Buyer.

10.2 The Buyer will, and will procure that the Target Group will:

(A) retain and preserve all information, books, records, ledgers and binders (including information stored in electronic form) which are or may be relevant in connection with the Warranties or any Claim until the expiry of the period in which the Buyer is entitled to bring any such Claim; and

(B) if reasonably required for a bona fide purpose, give, or procure to be given, to the Seller and its respective agents reasonable access to such relevant information, books, records, ledgers, binders and employees of the Target Group during normal working hours and on reasonable notice.

10.3 If in the period commencing on the Closing Date and expiring six months after the Closing Date the Buyer notifies the Seller in writing that it reasonably believes that the Seller or any member of the Seller's Group owns any asset, right or property that: (1) was used wholly and exclusively in the business as carried on by the Target Group at the Closing Date (the "**Relevant Business**") and which is reasonably required by the Target Group for the purpose of carrying on the Relevant Business after Closing in materially the same manner as it was conducted on Closing; (2) is not an enhancement to an existing technology or a new technology being piloted at Closing; and (3) is not licensed, provided or otherwise made available by any member of the Seller's Group pursuant to the IP License Agreement, then the Seller shall procure that it or the relevant member of the Seller's Group shall use all commercially reasonable endeavours to transfer title to such asset, right or property as soon as is reasonably practicable and for no or nominal consideration to such member of the Target Group as the Buyer may specify, subject always to the Seller receiving any required Third Party Consent and provided in each case that all reasonable costs associated with such transfer, including but not limited to seeking and obtaining any Third Party Consent, shall be paid by the Buyer.

10.4 The Buyer and the Seller shall cooperate to ensure that a copy of the source code for the CAMS system utilised by the Target Group (the "**CAMS Code**") is retained and owned by the Target Group and another copy of the CAMS Code is retained and owned by the Seller; provided that any data contained in the CAMS system that is used by the Target Group remains the sole and exclusive property of the Target Group and shall not be provided to or

otherwise utilised by any member of the Seller's Group. After Closing, each Party shall have the full right and authority to use its copy of the CAMS Code in any manner it chooses with no restrictions from or reference to the other Party. Each Party shall execute all documents reasonably requested by the other Party to evidence ownership of the CAMS Code as contemplated by this clause.

10.5 From and after Closing, the Buyer will ensure that IBU continues in the ordinary course of business to fulfill any floral wire orders that are received through the international clearinghouse (currently processed through Interflora, Inc.) for a delivery address in the United Kingdom or Ireland in a manner reasonably consistent with past practice. At any time after the third anniversary of Closing, the Buyer may terminate its commitment pursuant to this clause 10.5 by serving six months written notice on the Seller.

10.6 For a period of six months from Closing, the Buyer will ensure that any floral wire orders sent by the Target Group for fulfilment in the United States and Canada continue to be routed through the international clearinghouse (currently processed through Interflora, Inc.) for fulfilment by the Seller's Group. The Buyer shall be entitled to terminate its commitment pursuant to this clause 10.6 by written notice served on the Seller if (i) the Seller's Group fails to fulfil such orders in a manner reasonably consistent with past practice or (ii) if the Seller is in material breach of its obligations under the TSA.

11. ASSIGNMENT

11.1 Except for an assignment to an Affiliate or as otherwise expressly provided in this clause 11, neither Party shall assign, transfer, charge or otherwise deal with any of its rights under this Agreement or grant, declare, create or dispose of any right or interest in it, without the prior written consent of the other Party.

11.2 All or any of the rights or benefits of or conferred on the Buyer under this Agreement ("**Buyer Rights**") may, if the Buyer has given prior written notice of any such proposed assignment or charge to the Seller, be assigned or charged by way of security to or in favour of any lender(s) which has or have agreed to advance credit facilities to any member(s) of the Buyer's Group to assist in the acquisition contemplated by this Agreement.

11.3 This Agreement will be binding on and enure for the benefit of the successors and permitted assigns of the Parties.

11.4 No assignee shall be entitled to receive under this Agreement any greater amount than that to which the assigning party would have been entitled.

12. ANNOUNCEMENTS

12.1 Save in respect of statutory returns or matters required to be disclosed by law or to the United Kingdom Listing Authority or the London Stock Exchange or the Panel on Takeovers and Mergers or any other Governmental Entity or court of competent jurisdiction, no Party shall make any press statement or other public announcement in connection with this Agreement without the prior written approval of the text of such statement or announcement by the other Party.

12.2 No Party will release any announcement or despatch any circular or other public document relating to any of the Transaction Documents unless and until the form and content of such announcement or circular or other public document have been submitted to, and agreed by, the other Party PROVIDED THAT nothing in this clause 12.2 will prohibit any Party from making any announcement or despatching any circular or other public document as required by law or the rules of the United Kingdom Listing Authority or of any other Governmental

Entity or court of competent jurisdiction or from making an announcement to employees, customers or suppliers, in which cases the announcement will only be released or the circular or other public document despatched after consultation with the other Party and after taking into account the reasonable requirements of the other Party as to the content of such announcement or circular or other public document.

12.3 Without limiting the generality of clause 12.1 and 12.2, the Buyer shall not make any public statement (including statements to florists) within 180 days after the Closing that the acquisition of the Interflora business by the Buyer harmed the Seller.

13. CONFIDENTIALITY

13.1 Each Party will treat, and will procure that each of its Affiliates will treat, as strictly confidential all information received or obtained by it as a result of entering into or performing its obligations under this Agreement or any of the other Transaction Documents which relates to:

(A) the provisions or the subject matter of this Agreement or any of the other Transaction Documents or any document referred to in any of them; or

(B) the negotiations relating to this Agreement or any of the other Transaction Documents or any document referred to in any of them.

13.2 Notwithstanding clause 13.1, any Party may disclose information which would otherwise be confidential under the provisions of clause 13.1 if and to the extent that:

(A) the information is already in the public domain (other than as a result of a breach by a Party of its obligations under this Agreement or otherwise);

(B) the disclosure is required for the purposes of stamping, by the law of any relevant jurisdiction or for the purpose of any judicial proceedings or quasi-judicial proceedings;

(C) the disclosure is required by any Governmental Entity or court of competent jurisdiction to which any Party is subject or submits, wherever situated (including any securities exchange, the United Kingdom Listing Authority, the Land Registry and HMRC) and whether or not the requirement for information has the force of law;

(D) the information is disclosed on a strictly confidential, need-to-know basis to the directors, officers, employees, professional advisers, auditors and bankers of such Party and each Party hereby accepts that it is and remains responsible for any breach of this clause 13 by any disclosee;

(E) the Seller has given its prior written approval to the disclosure (in the case of disclosure by the Buyer) or the Buyer has given such prior written approval (in the case of disclosure by the Seller), as the case may be and each Party hereby accepts that it is and remains responsible for any breach of this clause 13 by any disclosee; or

(F) it does so to an Affiliate of that Party PROVIDED THAT, notwithstanding such disclosure, the Party making such disclosure will remain fully and completely liable to each other Party in accordance with the provisions of clause 13.1, and each Party hereby accepts that it is and remains responsible for any breach of this clause 13 by any disclosee,

PROVIDED THAT any such information disclosed pursuant to clauses 13.2(B) or 13.2(C) will be disclosed only after consulting with the other Party and after providing it with a reasonable amount of time to seek a protective order if requested by that Party, as the case may be, unless such consultation with the other Party is prohibited by law or regulation.

14. NOTICES

14.1 Without prejudice to any other method available for the giving of notice or to any acknowledgement by any Party that it has received the same, any notice or other communication to be given under this Agreement shall be in writing in English (notices sent by e-mail (but not by fax) shall be permitted) and shall be delivered or sent to:

(A) in the case of the Seller:

Address: FTD, Inc.

3113 Woodcreek Drive, Downers Grove, IL 60515 USA

E-mail: XXXXXXXX

Attention: Scott Levin

with a copy to (which shall not constitute notice):

Address: Jones Day, 21 Tudor Street, London EC4Y 0DJ

E-mail: virani@jonesday.com

Attention: Vica Irani

and with a further copy to (which shall not constitute notice):

Address: Jones Day, 77 West Wacker, Suite 3500, Chicago, Illinois 60601

E-mail: tfitzsimons@jonesday.com

Attention: Timothy P. FitzSimons

(B) in the case of the Buyer:

Address: Teleflora UK Holdings Ltd.

11444 W. Olympic Blvd., Los Angeles, CA 90064 USA

E-mail: XXXXXXXX

Attention: Jeff Bennett

with a copy to (which shall not constitute notice):

Address: The Wonderful Company LLC

11444 W. Olympic Blvd., Los Angeles, CA 90064 USA

E-mail: XXXXXXXX

Attention: Craig B. Cooper

or, in the case of any Party, such other address or e-mail address as may be notified from time to time by that Party to the other Party in accordance with this clause 14.

14.2 Any notice or other communication shall be valid if delivered by hand (which shall include delivery by internationally recognised courier) or sent by e-mail or pre-paid first class post (airmail if sent to or from an address outside the United Kingdom) and:

(A) if delivered by hand, shall conclusively be deemed to have been given or served at the time of delivery if delivered on a Business Day or (if not so delivered) on the next following Business Day;

(B) if sent by e-mail, shall conclusively be deemed to have been given or served when sent (provided that no notification is received by the sender that the e-mail, once sent, is undeliverable or has not been delivered); and

(C) if sent by post in the manner described above, shall conclusively be deemed to have been received on the second Business Day after the posting of the same (or on the third Business Day if sent to or from an address outside the United Kingdom).

15. ENTIRE AGREEMENT

15.1 The Parties confirm that this Agreement together with the other Transaction Documents, represents the entire understanding, and constitutes the whole agreement, in relation to its subject matter and supersedes any previous agreements, representations, negotiations or understandings, whether oral or in writing, between the Parties with respect to such subject matter.

15.2 The Buyer acknowledges and agrees (for itself and on behalf of each other member of the Buyer's Group) with the Seller (on its own behalf and on behalf of each member of its Seller's Group) that:

(A) in entering into this Agreement and the Transaction Documents, it has not relied and is not relying upon any representation, statement, assurance or warranty whether oral or written of any person (whether party to this Agreement or not) other than those expressly set out in this Agreement and the Transaction Documents; and

(B) without prejudice to any of the Warranties or anything else expressly set forth in this Agreement, neither the Seller, nor any other member of the Seller's Group, nor any of their respective agents, directors, officers, employees or advisers, has given or made any representation or warranty as to the accuracy of the documents or other information in the Data Room or of the forecasts, estimates, projections, statements of intent or statements of opinion provided to the Buyer on or prior to the date of this Agreement.

15.3 Further, the Buyer acknowledges and agrees that the Seller (on its own behalf and on behalf of each member of its Seller's Group) is entering into this Agreement in reliance upon the contractual promises made in clause 15.2 above.

15.4 If and to the extent that any part of clause 15 should be held not to exclude reliance upon any representation, statement, assurance or warranty whether oral or written of any person (whether party to this agreement or not) other than those expressly set out in this Agreement and the Transaction Documents, the Buyer (for itself and on behalf of each other member of

the Buyer's Group) unconditionally and irrevocably waives any claim or remedy which it or they have in relation to any such representation.

15.5 This clause 15 shall not exclude any liability for (or remedy in respect of) fraudulent misrepresentation.

16. GENERAL

16.1 Subject only to any deemed amendment to, or severance of, any provision of this Agreement pursuant to clause 16.6, no amendment or variation of the terms of this Agreement will be effective unless it is made or confirmed in a written document signed by all of the Parties.

16.2 The obligations and liabilities of a Party shall not be prejudiced, released or affected by any time, forbearance, indulgence, release or compromise given or granted by any person to whom such obligations and liabilities are owed or by any other person to such Party or any other Party so obliged or liable nor by any other matter or circumstance which (but for this clause 16.2) would operate to prejudice, release or affect any such obligations except an express written release by all the Parties to whom the relevant obligations and liabilities are owed or due.

16.3 Any liability of a Party ("**Party A**") or any Affiliate of Party A to any other Party ("**Party B**") or any Affiliate of Party B and any right of Party B under this Agreement may, in whole or in part, be released, compounded or compromised, or time or indulgence may be given in respect of it, without in any way prejudicing or affecting Party B's rights against Party A or any Affiliate of Party A in respect of any other liability under this Agreement.

16.4 Any release, delay or waiver by any Party in favour of another of any (or any part of any of) its rights under this Agreement will only be binding if it is given in writing. Any binding release, delay or waiver will:

(A) be confined to the specific circumstances in which it is given; and

(B) not affect any other enforcement of the same right or the enforcement of any other right by or against any of the Parties.

16.5 This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but will not be effective until all the Parties have executed at least one counterpart. All the counterparts will together constitute one and the same instrument and each counterpart will constitute an original of this Agreement.

16.6 If any provision of this Agreement is void or unenforceable by reason of any provision of applicable law, such provision will be deemed to be modified to the extent necessary to render it legal, valid and enforceable. If no such modification is possible, it will be deleted and the remaining provisions of this Agreement will continue in full force and effect and, if necessary, be so amended as is necessary to give effect to the spirit of this Agreement so far as possible.

16.7 Save as expressly set out in this Agreement, every payment payable under this Agreement by either Party will be made in full without any set off or counterclaim (other than as required by law) however arising and will be free and clear of, and without deduction of or withholding for or on account of, any amount. Neither Party shall be entitled to set off any amount or Claim or otherwise against the monies owed to the other Party, whether on Closing or at any time thereafter.

16.8 So far as it remains to be performed, this Agreement will continue in full force and effect after Closing.

16.9 If any sum due for payment under or in accordance with this Agreement is not paid on the Due Date, the Party in default shall pay interest at the Default Rate on that sum from but excluding the Due Date to and including the date of actual payment calculated on a daily basis.

16.10 Except where expressly provided to the contrary, the rights and remedies reserved to any Party under any provision of this Agreement or any of the other Transaction Documents shall be in addition and without prejudice to any other rights or remedies available to such Party by statute, common law or otherwise.

16.11 In relation to the Contracts (Rights of Third Parties) Act 1999:

(A) following Closing each member of the Target Group shall be entitled, with the prior written consent of the Buyer, to enforce the provisions of clause 4.2 of this Agreement in accordance with that Act but may not assign the benefit of their rights under it;

(B) save as described in clause 16.11(A), the Parties do not intend that any term of this Agreement is enforceable under that Act by a person who is not a Party; and

(C) the consent of any person who is not a Party shall not be required for the amendment or variation of this Agreement.

16.12 The receipt by any Party of any amount due to any other Party's Affiliates under this Agreement and any of the other Transaction Documents shall be a valid discharge to the Party making the payment which shall not be required to enquire into the application of that payment by the Party receiving it.

16.13 Subject to clause 16.14, each Party shall pay its own costs and expenses in connection with the preparation and carrying into effect of this Agreement and the other Transaction Documents.

16.14 The Buyer shall bear any stamp duty, stamp duty land tax, stamp duty reserve tax, real estate transfer tax, notarisation fees or other documentary or transaction taxes or duties, including any related interest or penalties, arising out of entry into and performance of this Agreement.

16.15 Each Party acknowledges, after due and careful consideration, that:

(A) it is not entering into any of the Transaction Documents in consequence of or in reliance on any unlawful communication (as defined in section 30(1) of FSMA) made by any other Party or such other Party's professional advisers;

(B) except as expressly provided in this Agreement, it is entering into this Agreement solely in reliance on its own commercial assessment and investigations and advice from its own professional advisers; and

(C) the other Parties are entering into this Agreement in reliance on the acknowledgements given in this clause 16.14.

17. GOVERNING LAW

17.1 This Agreement will be governed by and construed in accordance with English law.

17.2 Each Party irrevocably agrees that the Courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Agreement and any matter arising from it.

17.3 Each Party irrevocably waives any right that it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum or to claim that those Courts do not have jurisdiction.

17.4 Each Party agrees that, without preventing any other mode of service, any document in an action (including a claim form or any other document to be served under the Civil Procedure Rules) may be served on any Party by being delivered to or left for that Party at its address for service of notices under clause 14 and each Party undertakes to maintain such an address at all times in the United Kingdom and to notify the other Party in advance in accordance with clause 14 of any change from time to time of the details of such address.

IN WITNESS of which the Parties have executed this Agreement on the date first mentioned above.

SCHEDULE 1

THE COMPANY

FTD UK Holdings Limited

1.	Date of incorporation:	4 July 2006
2.	Jurisdiction of incorporation:	England and Wales
3.	Registered number:	05866360
5.	Issued share capital:	26,000,002 ordinary shares of £1.00 each
6.	Shareholders:	FTD, Inc.
7.	Directors:	John Curzon Dunstan
		Rhys John Hughes
8.	Secretary:	John Curzon Dunstan
9.	Registered office:	Interflora House, Watergate, Sleaford, Lincolnshire, NG34 7TB

SCHEDULE 2

THE SUBSIDIARIES

Interflora Holdings Limited

1.	Date of incorporation:	15 November 2004
2.	Jurisdiction of incorporation:	England and Wales
3.	Registered number:	05286424
5.	Issued share capital:	3,982,540 A ordinary shares of £0.01 each
		1,374,870 B ordinary shares of £0.10 each
		1,228,394 C ordinary shares of £0.10 each
		151,843 D ordinary shares of £0.10 each
6.	Shareholders:	FTD UK Holdings Limited
7.	Directors:	John Curzon Dunstan
		Rhys John Hughes
8.	Secretary:	John Curzon Dunstan
9.	Registered office:	Interflora House, Watergate, Sleaford, Lincolnshire, NG34 7TB

Interflora Group Limited

1.	Date of incorporation:	4 February 2005
2.	Jurisdiction of incorporation:	England and Wales
3.	Registered number:	05353312
5.	Issued share capital:	1,000 ordinary shares of £1.00 each
6.	Shareholders:	Interflora Holdings Limited
7.	Directors:	John Curzon Dunstan
		Rhys John Hughes
8.	Secretary:	John Curzon Dunstan
9.	Registered office:	Interflora House, Watergate, Sleaford, Lincolnshire, NG34 7TB

Interflora Investments Limited

1.	Date of incorporation:	3 February 2005
2.	Jurisdiction of incorporation:	England and Wales
3.	Registered number:	05351815
5.	Issued share capital:	2 ordinary shares of £1.00 each
6.	Shareholders:	Interflora Group Limited
7.	Directors:	John Curzon Dunstan
		Rhys John Hughes
8.	Secretary:	John Curzon Dunstan
9.	Registered office:	Interflora House, Watergate, Sleaford, Lincolnshire, NG34 7TB

Interflora British Unit

1.	Date of incorporation:	11 February 1935
2.	Jurisdiction of incorporation:	England and Wales
3.	Registered number:	00297087
5.	Issued share capital:	2 ordinary shares of £1.00 each
6.	Shareholders:	Interflora Group Limited (holding 1 ordinary share of £1.00)
		Interflora Investments Limited (holding 1 ordinary share of £1.00)
7.	Directors:	John Curzon Dunstan
		Rhys John Hughes
8.	Secretary:	John Curzon Dunstan
9.	Registered office:	Interflora House, Watergate, Sleaford, Lincolnshire, NG34 7TB

SCHEDULE 3

THE WARRANTIES

1. **THE SELLER**

1.1 The Seller is duly incorporated and validly existing under the laws of the State of Delaware.

1.2 The Seller has full power and authority to enter into and perform this Agreement and each of the other Transaction Documents to be entered into by it and the provisions of this Agreement and each of such other Transaction Documents will, when executed, constitute valid and binding obligations on that Seller, in accordance with their respective terms.

1.3 The execution and delivery by the Seller of, and the performance by the Seller of its obligations under, this Agreement and each of the other Transaction Documents to which it is a party will neither:

(A) result in a breach of any provision of its memorandum or articles of association, bye laws or any similar constitutional document, order or judgment that applies to or binds it or any of its assets; nor

(B) result in a material breach of any law, regulation, order, judgment or decree of any court or Governmental Entity to which it is a party or by which it is bound.

1.4 There are no:

(A) judgments, orders, injunctions or decrees of any Governmental Entity or court or arbitration tribunal outstanding against or affecting any member of the Seller's Group;

(B) law suits, actions or proceedings pending or, to the knowledge of the Seller, threatened against or affecting any member of the Seller's Group; or

(C) investigations by any Governmental Entity which are pending or threatened in writing against any member of the Seller's Group,

and which, in any such case, will have a material adverse effect on the ability of the Seller or the relevant member of the Seller's Group to execute and deliver, or perform, its obligations under this Agreement or any of the other Transaction Documents.

2. **THE SHARES AND THE TARGET COMPANIES**

2.1 Each Target Company is validly incorporated in the jurisdiction of its incorporation.

2.2 The Seller is the sole legal and beneficial owner of the Shares and has the full right, power and authority to sell and transfer all of those Shares with Full Title Guarantee to the Buyer pursuant to this Agreement.

2.3 The Shares constitute the whole of the issued share capital of the Company.

2.4 Every issued share in the capital of the Subsidiaries is legally and beneficially owned by a Target Company.

2.5 No agreement or arrangement (other than this Agreement) exists pursuant to which any person has or may in the future have the right (exercisable now or in the future and whether

contingent or not) to call for the issue, allotment, conversion or transfer of any share or loan capital in any Target Company.

2.6 The information in respect of the Company set out in Schedule 1 is accurate in all material respects.

2.7 The information in respect of the Subsidiaries set out in Schedule 2 is accurate in all material respects.

2.8 Interflora British Unit owns:

(A) 162,500 shares in I.S. Group; and

(B) 33 1/3% of Interflora US.

2.9 Save for the Subsidiaries and Interflora British Unit's interest in I.S. Group and Interflora US, no Target Company has any subsidiaries or subsidiary undertakings.

SCHEDULE 4

LIMITATIONS

1. **TIME LIMITS**

Subject to clause 4.4, neither Party shall be liable for any Claim unless the Party asserting the Claim gives written notice of such Claim to the other Party containing such details of such Claim, including its anticipated value, as such Party has available to it within 45 days after becoming aware of such Claim and, in any event in the case of any such Claim, before the expiry of 6 years following the Closing Date.

2. **WITHDRAWAL**

Any Claim shall (if it has not been previously satisfied, settled or withdrawn) be deemed to have been withdrawn unless legal proceedings in respect of it first have been commenced by both being issued and served within twelve months after notice has been given by the Buyer in accordance with paragraph 1 of this Schedule.

3. **THRESHOLDS**

3.1 Neither Party shall be liable for any Claim (other than a Locked Box Claim, a Claim for breach of a Warranty or a Claim for breach of any warranty set forth in clause 7.4) unless the amount of the liability pursuant to that Claim exceeds £50,000.

3.2 Neither Party shall be liable for any Claim (other than a Locked Box Claim, a Claim for breach of a Warranty or a Claim for breach of any warranty set forth in clause 7.4) unless the aggregate amount of the liability of such Party for all Claims not excluded by paragraph 3.1 of this Schedule exceeds £500,000, in which case the Seller shall be liable for the excess of such Claims over £500,000.

4. **MAXIMUM LIABILITY**

The aggregate amount of the liability of either Party for all Claims and other claims under the Leakage Escrow Agreement (but excluding any Claim for breach of a Warranty, any Locked Box Claim and any Claim for breach of any warranty set forth in clause 7.4), and all costs, fees and expenses incurred by the Party seeking to enforce its rights in relation to the same, shall not exceed £5,000,000.

5. **KNOWLEDGE**

The Seller shall not be liable for a Claim (other than a Locked Box Claim) to the extent that the facts, matters, events or circumstances giving rise to such Claim are within the actual knowledge of the Buyer or any other member of the Buyer's Group (after reasonable enquiry of its employees and advisers involved in the Transaction) at Closing.

6. **ACTS OR OMISSIONS OF THE BUYER**

The Seller shall not be liable for a Claim (other than a Locked Box Claim or a Claim for breach of a Warranty) to the extent that it would not have arisen but for, or that the liability to which it relates has been increased by, any voluntary act, omission or transaction carried out on or after Closing by the Buyer, any other member of the Buyer's Group or any Target Company (other than pursuant to a binding obligation or commitment in existence at Closing which was not entered into at the written direction or request of the Buyer).

7. **DUTY TO MITIGATE**

The Buyer and each member of the Buyer's Group shall, and shall procure that each Target Company shall, take all reasonable steps (whether by acting or omitting to act) to avoid or mitigate any Losses which give rise or might reasonably be expected to give rise to a claim for breach of any of the Warranties.

8. **TRANSACTION DOCUMENTS**

8.1 Neither Party shall be liable for any Claim (other than a Locked Box Claim or a Claim for breach of a Warranty) to the extent that it arises wholly or partly as a result of the transactions carried out pursuant to the Transaction Documents, including the sale of the Shares pursuant to this Agreement.

8.2 Neither Party shall be liable for any Claim (other than a Locked Box Claim or a Claim for breach of a Warranty) if and only to the extent that it is attributable to or the amount of such Claim is increased as a result of any breach by the other Party or any of its Affiliates of any obligations assumed by it or them in any Transaction Document.

9. **CHANGES IN LAW, TAX RATES AND ACCOUNTING POLICY**

The Seller shall not be liable for any Claim (other than a Locked Box Claim) to the extent that it is directly attributable to or the amount of such Claim is increased as a direct result of:

(A) any legislation not in force at the Locked Box Date;

(B) any change of, or change of interpretation of, any law, regulation, directive, requirement or administration practice which takes effect retroactively;

(C) any change in the rates of tax in force at the Locked Box Date; or

(D) any change in accounting policy or the accounting reference date of any Target Company after the Locked Box Date.

10. **PROVISIONS**

The Seller shall not be liable for any Claim (other than a Locked Box Claim pertaining to any transaction with or for the benefit of any member of the Seller's Group) to the extent that provision, allowance, reserve or note is made in the Locked Box Accounts in respect of the liability to which such Claim relates.

11. **NO DOUBLE RECOVERY**

Neither Party shall be entitled to recover damages or obtain payment, reimbursement, restitution or indemnity more than once in respect of any one liability, loss or breach or other set of circumstances which give rise to more than one Claim.

12. **CONSEQUENTIAL LOSS**

Neither Party shall be liable in respect of any Claim, to the extent that the Losses the subject of the Claim comprise:

(A) special, consequential or indirect losses;

(B) loss of profit, goodwill or possible business; or

(C) penalties, charges or interest arising directly or indirectly from any act, transaction or omission of the Party asserting the Claim or any Affiliate thereof after Closing.

13. **LIMITATIONS TO BE ENFORCEABLE AGAINST THIRD PARTIES**

If any person other than a Party hereto is entitled to bring any Claim against the other Party by virtue of the assignment of any benefit under the Agreement or otherwise, the Party against whom the Claim is made shall be entitled to rely on the provisions of this Schedule as if such claimant were the other Party.

14. **EFFECT**

The provisions of this Schedule apply notwithstanding any other provision of this Agreement and will not be discharged or cease to have effect as a result of Closing or of any matter or event.

SCHEDULE 5

CLOSING

1. On Closing the Seller shall:

(A) deliver to the Buyer:

(1) a copy of a duly executed board resolution of the Seller authorising the execution and performance by the Seller of its obligations under this Agreement and each of the documents to be executed by the Seller pursuant to or in connection with this Agreement;

(2) duly executed transfers in respect of the Shares in favour of the Buyer or the Buyer's nominee(s);

(3) a power of attorney in the Agreed Form executed by the Seller authorising the Buyer to exercise all voting and other rights attaching to the Shares until registration of the Buyer as the holder of the Shares (the "**Shareholder Power of Attorney**");

(4) save to the extent that they are kept at the Properties (or any of them) or are otherwise in the possession of the relevant Target Company, the certificate of incorporation, certificate(s) of incorporation on change of name, the common seal (if any), cheque books and all other statutory records of each Target Company made up to the Business Day immediately preceding the Closing Date provided that, to the extent that any of the foregoing is held in the United States, it shall be delivered to the Buyer no later than 5 Business Days after Closing;

(5) save to the extent that they are kept at the Properties (or any of them) or are otherwise in the possession of the relevant Target Company, all of the financial and accounting records, the share certificates for each of the Subsidiaries, the insurance policies relating to the businesses of any Target Company, the title deeds and leases relating to the Properties, and all documents, files memoranda and other material papers relating to each Target Company, save those which the Seller is required to keep by law or regulation or which it requires for the purposes of any litigation or other court proceeding, provided that in the case the Seller is required to keep any such records for the purposes of any litigation or other court proceeding it shall deliver to the Buyer a copy of all such retained records if legally permissible and provided further that, to the extent that any of the foregoing is held in the United States, it shall be delivered to the Buyer no later than 5 Business Days after Closing;

(6) the written resignations in the Agreed Form of Rhys John Hughes and John Curzon Dunstan as a director (and, if applicable, as secretary) of each Target Company, in each case to take effect on the Closing Date;

(7) the Payoff Letter duly executed by the Seller; and

(8) duly executed Security Release Documents;

(B) execute and deliver to the Buyer in the Agreed Form the TSA, the IP License Agreement, the Leakage Escrow Agreement and those of the other Transaction Documents which are to be executed by the Seller;

(C) procure that a meeting of the board of directors of the Company and each other Target Company is held (or written board resolutions of the Company and each other Target Company are passed) at which the following business shall be transacted:

(1) (in the case of the Company only) the transfer of the Shares shall be approved for registration and the entry of the Buyer into the register of members of the Company shall be approved, in each case subject only to the transfers being duly stamped; and

(2) the resignations of Rhys John Hughes and John Curzon Dunstan as directors of and as the secretary of the Company or such Target Company (as applicable) shall be accepted with effect from Closing and such persons as the Buyer shall nominate shall be appointed in their place.

2. The Buyer shall on Closing:

(A) execute and deliver to the Seller the TSA, the Leakage Escrow Agreement and those of the other Transaction Documents which are to be executed by the Buyer; and

(B) pay the amounts specified in clause 3.2 of this Agreement in immediately available funds by electronic transfer to the accounts specified in that clause; and

(C) deliver to the Seller a copy of a board resolution of the Buyer authorising the execution and performance by the Buyer of its obligations under this Agreement and each of the documents to be executed by the Buyer pursuant to or in connection with this Agreement.

3. The Buyer shall, following Closing, procure that IBU pays the transaction bonuses due to R. Hughes and J. Dunstan pursuant to and in accordance with the letters between IBU and R. Hughes and J. Dunstan respectively, dated May 31, 2019.

SCHEDULE 6

PERMITTED LEAKAGE

SCHEDULE 7

LEAKAGE ESCROW RELEASE PROVISIONS

1. **Definitions and Interpretation**

1.1 Words and expressions defined in clause 1.1 of this Agreement shall (unless specifically defined in this Schedule 7) have the same meanings when used in this Schedule 7 and all provisions of this Agreement concerning matters of construction or interpretation shall, for the avoidance of doubt, apply to this Schedule 7.

1.2 In this Schedule 7, the following words and expressions shall have the following meanings:

"**Determined**" means, with respect to any Locked Box Claim, the earlier of:

(a) the date on which the Seller delivers notice to the Buyer of acceptance of the Locked Box Claim;

(b) the last day of the Review Period if the Seller has not notified the Buyer of an objection within such time; and

(c) the date on which any disputes between the Parties are resolved in accordance with paragraph 2.1 or paragraph 2.2 below;

"**Expert**" means an internationally recognised firm of accountants with expertise in the subject matter of the dispute claim in respect of Leakage approved by both the Seller and the Buyer; provided that if the Parties cannot agree on an Expert within 15 Business Days of request for an Expert by either Party, then either Party shall be entitled to request the President for the time being of the Law Society of England and Wales to appoint the Expert and to agree his terms of appointment on behalf of the Parties;

"**Outstanding Leakage Claim**" means a Locked Box Claim that has been notified by the Buyer to the Seller in accordance with clause 4.4(A) and which on the Leakage Claim Expiry Date:

(a) has not been agreed by the Seller and the Buyer;

(b) has not been withdrawn by the Buyer; and

(c) has not been decided by the Expert.

1.3 For the purposes of this Schedule 7 any reference to "the money standing to the credit of the Leakage Escrow Account" (or any similar expression) shall be deemed to be a reference to the amount in such account at the relevant time after the addition of any accrued interest and the deduction of any accrued bank charges and any withholding by the bank on account of income tax.

2. **Dispute Resolution Procedure**

2.1 The Seller shall have thirty (30) days following delivery of notice by the Buyer of any Locked Box Claim (the "**Review Period**") to review the Locked Box Claim and notify the Buyer of its acceptance thereof or of any objection thereto. If the Seller notifies the Buyer of any objection to the Locked Box Claim during the Review Period, the Parties shall attempt to resolve the dispute in good faith. Any disputes which are not resolved prior to the Leakage Claim Expiry Date shall be resolved by the dispute procedure set forth in paragraph 2.2 below

2.2 If the Parties are unable to resolve any dispute over one or more Locked Box Claims prior to the Leakage Claim Expiry Date, the Parties shall submit all Outstanding Leakage Claims to the Expert. The Seller and the Buyer shall each submit their determination of the amount of the Outstanding Leakage Claims (each, such Party's "**Claimed Amount**") and shall request that the Expert render its own determination of the Outstanding Leakage Claims within forty-five (45) days after its retention. The Seller and the Buyer shall cooperate fully with the Expert so as to enable it to make such determination as quickly and as accurately as practicable. The Expert's determination as to the amount of the Outstanding Leakage Claims shall be in writing and shall be conclusive and binding upon all of the Parties. The fees of the Expert shall be borne by the Party that submitted a Claimed Amount that was not as close (in absolute numbers) to the final amount of the Outstanding Leakage Claims determined by the Expert as the other Party's Claimed Amount.

3. **Leakage Escrow Release**

3.1 If there is a Locked Box Claim that has been notified by the Buyer to the Seller in accordance with clause 4.4(A) and that is Determined on or before the Leakage Claim Expiry Date, then the Seller and the Buyer shall promptly deliver joint written instructions to the Leakage Escrow Agent to release to the Buyer the amount Determined to be payable to the Buyer in respect of that claim within 5 Business Days of being Determined. If the money standing to the credit of the Leakage Escrow Account is not sufficient to cover any Locked Box Claim, the Seller shall pay the balance of the Locked Box Claim to the Buyer within 5 Business Days of such claim being Determined.

3.2 Subject to paragraph 3.1, on the Leakage Claim Expiry Date the balance standing to the credit of the Leakage Escrow Account in excess of the amount of any Outstanding Leakage Claims shall be paid from the Leakage Escrow Account to the Seller's Bank Account.

3.3 With respect to any amounts retained in the Leakage Escrow Account in respect of any Outstanding Leakage Claim, upon resolution of any such Outstanding Leakage Claim, the Buyer and the Seller shall deliver joint written instructions to the Leakage Escrow Agent indicating the amount, if any, to be disbursed to the Buyer in respect of such claim and that the balance, if any, held in the Leakage Escrow Account in respect of such claim shall be disbursed to the Seller's Bank Account.

3.4 Where applicable, the rate of exchange for all Locked Box Claims paid out of the Leakage Escrow Account shall be the Exchange Rate.

SCHEDULE 8

LOCKED BOX ACCOUNTS

SIGNED by /s/ Scott D. Levin for and on behalf of **FTD, INC.**	)))	Scott Levin President and CEO
SIGNED by /s/ Craig B. Cooper for and on behalf of **TELEFLORA UK HOLDINGS LTD.**	)) 	Craig B. Cooper Director

APServices

Scott Levin, Esq.
President & CEO
FTD Companies, Inc.
3113 Woodcreek Dr.
Downers Grove, IL 60515

May 31, 2019

Re: Agreement for the Provision of Interim Management Services

Dear Scott:

This letter, together with the attached Schedule(s), Exhibit and General Terms and Conditions, sets forth the agreement ("Agreement") between AP Services, LLC ("APS"), and FTD Companies, Inc. and certain of its affiliates and subsidiaries (the "Company") for the engagement of APS to provide certain temporary employees to the Company to assist the Company in its restructuring as described below.

All defined terms shall have the meanings ascribed to them in this letter and in the attached Schedule(s), Exhibit and General Terms and Conditions. The Company and APS are each a "party," and together the "parties."

The engagement of APS, including any APS employees who serve in Executive Officer positions, shall be under the supervision of the Board of Directors of the Company.

Objectives and Tasks

Subject to APS's (i) internal approval from its Risk Management Committee, (ii) confirmation that the Company has a Directors and Officers Liability insurance policy in accordance with Section 7 of the General Terms and Conditions regarding Directors and Officers Liability Insurance coverage, (iii) and a copy of the signed Board of Directors' resolution (or similar document as required by the Company's governance documents) as official confirmation of the appointment, APS will provide Mr. Alan Holtz to serve as the Company's Chief Restructuring Officer ("CRO"), reporting to the Company's Board of Directors, and Mr. Scott Tandberg to serve as the Company's Associate Restructuring Officer. Mr. Holtz and Mr. Tandberg, working collaboratively with the senior management team, the Board of Directors, the Company's counsel and other Company professionals, will perform the ordinary course duties of a CRO, including:

- Preparing budgets and 13-week cash forecasts and evaluating variances thereto, as required by the Company's lenders.
- Identifying and implementing near-term cost reduction opportunities.
- Implementing operational restructuring initiatives.
- Managing vendors, including negotiation of vendor terms.
- Overseeing communications with the Company's various constituencies.
- Overseeing the Company's asset sale process.
- Preparing the statement of financial affairs, schedules and other regular reports required by the Bankruptcy Court, as well as a Disclosure Statement and Plan of Reorganization, if applicable.

- Assisting with the preparation of the Company's motions to be filed with the Bankruptcy Court ("Motions") or the Company's response to Motions filed by other parties-in-interest.

- Assisting with the design, negotiation and implementation of a restructuring strategy.

- Providing testimony before the Bankruptcy Court on matters that are within the scope of this engagement and within APS's area of testimonial competencies, if applicable.

- Assisting with such other matters as may be requested that fall within APS's expertise and that are mutually agreeable.

Staffing

APS will provide the Company with the individuals set forth on Exhibit A ("Temporary Staff"), subject to the terms and conditions of this Agreement, with the titles, pay rates and other descriptions set forth therein.

The Temporary Staff may be assisted by or replaced by other professionals at various levels, as required, who shall also become Temporary Staff. APS will keep the Company informed as to APS's staffing.

Timing, Fees and Retainer

APS will commence this engagement on or about June 3, 2019 after receipt of a copy of the executed Agreement accompanied by the retainer, as set forth on Schedule 1, confirmation of the Company's compliance with the requirements set forth in the first paragraph of the Objective and Tasks section and upon the Company's filing of a Chapter 11 bankruptcy petition.

The Company will promptly apply to the Bankruptcy Court to obtain approval of this Agreement. APS acknowledges that its retention and the terms thereof are subject to Bankruptcy Court approval.

The Company shall compensate APS for its services, and reimburse APS for expenses, as set forth on Schedule 1.

* * *

If these terms meet with your approval, please sign and return a copy of this Agreement and wire transfer the amount to establish the retainer.

We look forward to working with you.

Sincerely yours,

AP SERVICES, LLC

/s/ Alan D. Holtz

Alan D. Holtz
Managing Director

Acknowledged and Agreed to:

FTD COMPANIES, INC.

/s/ Scott Levin

By: Scott Levin

Its: President and CEO

Dated: June 2, 2019

AP Services, LLC

Exhibit A

Temporary Staff

Individuals with Executive Officer Positions

Name	Description	Hourly Rate	Commitment Full[1] or Part[2] Time
Alan Holtz	Chief Restructuring Officer	$ 1,140	Full Time
Scott Tandberg	Associate Restructuring Officer	$ 895	Full Time

Additional temporary staff

Name	Description	Hourly Rate	Commitment Full[1] or Part[2] Time
Jason Muscovich	Chapter 11 Reporting	$ 945	Full Time
Job Chan	Asset Sales	$ 665	Full Time
Bassaam Fawad	Cash Management	$ 615	Full Time
J.C. Chang	Cash Management	$ 565	Full Time

The parties agree that Exhibit A can be amended by AP Services, LLC from time to time to add or delete staff, and the Monthly Staffing Reports shall be treated by the parties as such amendments.

[1] Full time is defined as substantially full time.

[2] Part time is defined as approximately two to three days per week, with some weeks more or less depending on the needs and issues facing the Company at that time.

APServices

Schedule 1

Fees and Expenses

1. **Fees:** APS's fees will be based on the hours spent by APS personnel at APS's hourly rates, which are:

Managing Director	US$990 — US$1,165
Director	US$685 — US$945
Senior Vice President	US$460 — US$725
Vice President	US$430 — US$600
Consultant/Associate	US$160 — US$435
Paraprofessional	US$285 — US$305

APS reviews and revises its billing rates on January 1 of each year.

2. **Success Fee:** APS does not seek a success fee in connection with this engagement.

3. **Expenses:** In addition to the Fees set forth in this Schedule, the Company shall pay directly, or reimburse APS upon receipt of periodic billings, for all reasonable out-of-pocket expenses incurred in connection with this assignment, such as travel, lodging and meals.

4. **Break Fee:** APS does not seek a break fee in connection with this engagement.

5. **Retainer:** The Company shall pay APS a retainer of US$300,000 to be applied against Fees and expenses as set forth in this Schedule and in accordance with Section 2 of the General Terms and Conditions.

6. **Payment:** APS will submit semi-monthly invoices for services rendered and expenses incurred. All invoices shall be due and payable immediately upon receipt.

Data Protection Schedule

Processing, Personal Data and Data Subjects

In connection with this Agreement, APS will not be receiving any Personal Data subject to the General Data Protection Regulation ((*EU*) *2016/679*) (the "GDPR") or any applicable legislation implementing any provisions of the GDPR as may be enacted time to time (together the "Data Protection Legislation").

These General Terms and Conditions ("Terms") are incorporated into the Agreement to which these Terms are attached. In case of conflict between the wording in the letter and/or schedule(s) and these Terms, the wording of the letter and/or schedule(s) shall prevail.

Section 1. Company Responsibilities

The Company will undertake responsibilities as set forth below:

1. Provide reliable and accurate detailed information, materials, documentation and

2. Make decisions and take future actions, as the Company determines in its sole discretion, on any recommendations made by APS in connection with this Agreement.

APS's delivery of the services and the fees charged are dependent on (i) the Company's timely and effective completion of its responsibilities; and (ii) timely decisions and approvals made by the Company's management.

Section 2. Retainer, Billing, Payments and Taxes

Retainer. Upon execution of the Agreement, the Company shall promptly pay APS the agreed-upon advance retainer as set forth on Schedule 1. Invoices shall be offset against the retainer. Payments of invoices will be used to replenish the retainer to the agreed-upon amount. Any unearned portion of the retainer will be applied against the final invoice or returned to the Company at the end of the engagement.

Billing and Payments. All payments to be made to APS shall be due and payable upon delivery of invoice via check or wire transfer to APS's bank account, as shown on the invoice. All amounts invoiced are based on services rendered and expenses incurred to date and are not contingent upon future services or Work Product (as defined below), or the outcome of any case or matter. "Fees," as used in this Agreement, shall include all amounts payable by the Company to APS in accordance with Schedule 1, including any success fee or break fee, but excluding reimbursable expenses.

Taxes. APS's fees are exclusive of taxes or similar charges, which shall be the responsibility of the Company (other than taxes imposed on APS's income generally). If APS's fees are subject to any taxes, such as State sales tax, Goods and Services Tax/Harmonized Sales Tax or Value Added Tax, then APS will include such taxes on its invoices as separate line items.

Section 3. Relationship of the Parties

The parties intend that an independent contractor relationship will be created by the Agreement. As an independent contractor, APS will have complete and exclusive charge of the management and operation of its business, including hiring and paying the wages and other compensation of all its employees and agents, and paying all bills, expenses and other charges incurred or payable with respect to the operation of its business. Employees of APS will not be entitled to receive from the Company any vacation pay, sick leave, retirement, pension or social security benefits, workers' compensation, disability, unemployment insurance benefits or any other employee benefits. APS will be responsible for all employment, withholding, income and other taxes incurred in connection with the operation and conduct of its business.

APS is not an accounting firm and does not give accounting advice or guidance. While APS's work may involve analysis of accounting, business and other related records, this engagement does not constitute an audit in accordance with either generally accepted auditing standards or the standards of the Public Company Accounting Oversight Board or any other similar governing body.

APS is not authorized to practice law or provide legal advice. No services provided under this Agreement are intended to be, nor should be construed to be, legal services.

Section 4. Confidentiality

Subject to Section 13 hereof, each party shall use reasonable efforts, but in no event less effort than it would use to protect its own confidential information, to keep confidential all non-public confidential or proprietary information obtained from the other party during the performance of APS's services hereunder (the "Confidential Information"), and neither party will disclose any Confidential Information to any other person or entity. "Confidential Information" includes the terms of this Agreement, non-public confidential and proprietary data, plans, reports, schedules, drawings, accounts, records, calculations, specifications, flow sheets, computer programs, source or object codes, results, models or any work product relating to the business of either party, its subsidiaries, distributors, affiliates, vendors, customers, employees, contractors and consultants.

The foregoing is not intended to prohibit, nor shall it be construed as prohibiting, APS from making such disclosures of Confidential Information that APS reasonably believes are required by law or any regulatory requirement or authority to clear client conflicts. APS may also disclose Confidential Information to its partners, directors, officers, employees, independent contractors and agents who have a need to know the Confidential Information as it relates to the services being provided under this Agreement, provided APS is responsible for any breach of these confidentiality obligations by any such parties. In addition, APS will have the right to disclose to any person that it provided services to the Company or its affiliates and a general description of such services, but shall not provide any other information about its involvement with the Company. The obligations of the parties under this Section 4 shall survive the end of any engagement between the parties for a period of three (3) years.

Work Product (as defined in Section 5) may contain APS proprietary information or other information that is deemed to be Confidential Information for purposes of this Agreement, and the parties may not want to make public. Therefore, the parties acknowledge and agree that (i) all information (written or oral), including advice and Work Product (as defined in Section 5), generated by APS in connection with this engagement is intended solely for the benefit and use of the Company in connection with this Agreement, and (ii) no such information shall be used for any other purpose or disseminated to any third parties, or, quoted or referred to with or without attribution to APS at any time in any manner or for any purpose without APS's prior approval (not to be unreasonably withheld or delayed), except as required by law. The Company may not rely on any draft or interim Work Product.

Section 5. Intellectual Property

All analyses, final reports, presentation materials, and other work product (other than any Engagement Tools, as defined below) that APS creates or develops specifically for the Company and delivers to the Company as part of this engagement (collectively known as "Work Product") shall be owned by the Company and shall constitute Company Confidential Information as defined above. APS may retain copies of the Work Product and any Confidential Information necessary to support the Work Product subject to its confidentiality obligations in this Agreement.

All methodologies, processes, techniques, ideas, concepts, know-how, procedures, software, tools, templates, models, utilities and other intellectual property that APS has created, acquired or developed or will create, acquire or develop (collectively, "Engagement Tools"), are, and shall be, the sole and exclusive property of APS. The Company shall not acquire any interest in the Engagement Tools other than a limited worldwide, perpetual, non-transferable license to use the Engagement Tools to the extent they are contained in the Work Product.

The Company acknowledges and agrees, except as otherwise set forth in this Agreement, that any Engagement Tools provided to the Company are provided "as is" and without any warranty or condition of any kind, express, implied or otherwise, including, implied warranties of merchantability or fitness for a particular purpose.

Section 6. Framework of the Engagement

The Company acknowledges that it is retaining APS solely to assist and advise the Company as described in the Agreement. This engagement shall not constitute an audit, review or compilation, or any other type of financial statement reporting engagement.

Section 7. Indemnification and Other Matters

The Company shall indemnify, hold harmless and defend APS and its affiliates and its and their partners, directors, officers, employees and agents (collectively, the "APS Parties") from and against all claims, liabilities, losses, expenses and damages arising out of or in connection with the engagement of APS that is the subject of the Agreement. The Company shall pay damages and expenses as incurred, including reasonable legal fees and disbursements of counsel.

In addition to the above indemnification, APS employees serving as directors or officers of the Company or affiliates will receive the benefit of the most favorable indemnification provisions provided by the Company to its directors, officers and any equivalently placed employees, whether under the Company's charter or by-laws, by contract or otherwise.

APS will notify the Company of receipt of actual notice of commencement of any actual or threatened action, claim, suit, investigation or proceeding (an "Action") against an APS Party with respect to which indemnity is sought hereunder if the Company is not a party to such Action, provided that the failure to so notify the Company will not relieve the Company from any liability that the Company may have on account of this indemnity or otherwise, except to the extent the Company shall not have otherwise learned of such Action and such failure results in the loss of material defenses. The Company shall have the right to assume the defense of any such Action, including the employment of counsel reasonably satisfactory to APS. APS shall have the right to employ separate counsel in any such Action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of APS, unless (i) the Company shall have failed promptly to assume the defense thereof and employ counsel as provided above or (ii) the named parties to any such Action (including impleaded parties) include an Indemnified Person and the Company, and APS shall have been advised by counsel that there may be one or more legal defenses available to such Indemnified Person that are different from or in addition to those available to the Company, provided that the Company shall not in any event be responsible hereunder for the fees and expenses of more than one firm of separate counsel in connection with any Action in the same jurisdiction, in addition to any local counsel.

The Company shall specifically include and cover APS employees and agents serving as directors or officers of the Company or affiliates from time to time with direct coverage under the Company's policy for liability insurance covering its directors, officers and any equivalently placed employees ("D&O insurance"). Prior to APS accepting any officer position, the Company shall, at the request of APS, provide APS with a copy of its current D&O policy, a certificate(s) of insurance evidencing the policy is in full force and effect, and a copy of the signed board resolutions and any other documents as APS may reasonably request evidencing the appointment and coverage of the indemnitees. The Company will maintain such D&O insurance coverage for the period through which claims can be made against such persons. The Company disclaims a right to distribution from the D&O insurance coverage with respect to such persons. In the event that the Company is unable to include APS employees

and agents under the Company's policy or does not have first dollar coverage acceptable to APS in effect for at least $10 million (e.g., there are outstanding or threatened claims against officers and directors alleging prior acts that may give rise to a claim), APS may, at its option, attempt to purchase a separate D&O insurance policy that will cover APS employees and agents only. The cost of the policy shall be invoiced to the Company as an out-of-pocket expense. If APS is unable or unwilling to purchase such D&O insurance, then APS reserves the right to terminate the Agreement.

The Company's indemnification obligations in this Section 7 shall be primary to, and without allocation against, any similar indemnification obligations that APS may offer to its personnel generally, and the Company's D&O insurance coverage for the indemnitees shall be specifically primary to, and without allocation against, any other valid and collectible insurance coverage that may apply to the indemnitees (whether provided by APS or otherwise). APS is not responsible for any third-party products or services separately procured by the Company. The Company's sole and exclusive rights and remedies with respect to any such third party products or services are against the third-party vendor and not against APS is instrumental in procuring such third-party product or service.

Section 8. Governing Law and Arbitration

The Agreement is governed by and shall be construed in accordance with the laws of the State of New York with respect to contracts made and to be performed entirely therein and without regard to choice of law or principles thereof.

Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration. Each party shall appoint one non-neutral arbitrator. The two party arbitrators shall select a third arbitrator. If within 30 days after their appointment the two party arbitrators do not select a third arbitrator, the third arbitrator shall be selected by the American Arbitration Association (AAA). The arbitration shall be conducted in New York, New York under the AAA's Commercial Arbitration Rules, and the arbitrators shall issue a reasoned award. The arbitrators may award costs and attorneys' fees to the prevailing party. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Notwithstanding the foregoing, either party may proceed directly to a court of competent jurisdiction to enforce the terms of this Agreement for any claim in connection with (i) the non-payment of Fees or expenses due under this Agreement, or (ii) the non-performance of obligations under Section 7.

In any court proceeding arising out of this Agreement, the parties hereby waive any right to trial by jury.

Section 9. Termination and Survival

The Agreement may be terminated at any time upon 30 days' written notice by one party to the other; provided, however, that notwithstanding such termination APS will be entitled to any Fees and expenses due under the provisions of the Agreement (for fixed fee engagements, fees will be pro rata based on the amount of time completed). Such payment obligation shall inure to the benefit of any successor or assignee of APS.

Additionally, unless the Agreement is terminated by the Company due to APS's material breach (and such material breach continues after 30 days' written notice thereof and opportunity to cure) APS shall remain entitled to the success fee(s), if any, that otherwise would be payable during the 12 months after the date of termination of the Agreement.

Sections 2, 4, 5, 7, 8, 9, 10, 11, 12, 13 and 14 of these Terms, the provisions of Schedule 1 and the obligation to pay accrued fees and expenses shall survive the expiration or termination of the Agreement.

Section 10. Non-Solicitation of Employees

The Company acknowledges and agrees that APS has made a significant monetary investment recruiting, hiring and training its personnel. During the term of this Agreement and for a period of two years after the final invoice is rendered by APS with respect to this engagement (the "Restrictive Period"), the Company and its affiliates agree not to directly or indirectly hire, contract with, or solicit the employment of any of APS's Managing Directors, Directors, or other employees/ contractors.

If during the Restrictive Period the Company or its affiliates directly or indirectly hires or contracts with any of APS's Managing Directors, Directors, or other employees/contractors in violation of the preceding paragraph, the Company agrees to pay to APS as liquidated damages and not as a penalty the sum total of: (i) for a Managing Director, $1,000,000; (ii) for a Director, $500,000; and (iii) for any other employee/contractor, $250,000. The Company acknowledges and agrees that liquidated damages in such amounts are (x) fair, reasonable and necessary under the circumstances to reimburse APS for the costs of recruiting, hiring and training its employees as well as the lost profits and opportunity costs related to such personnel, and to protect the significant investment that APS has made in its Managing Directors, Directors, and other employees/ consultants; and (y) appropriate due to the difficulty of calculating the exact amount and value of that investment.

Section 11. Limitation of Liability

THE APS PARTIES SHALL NOT BE LIABLE TO THE COMPANY, OR ANY PARTY ASSERTING CLAIMS ON BEHALF OF THE COMPANY, EXCEPT FOR DIRECT DAMAGES FOUND IN A FINAL DETERMINATION TO BE THE DIRECT RESULT OF THE GROSS NEGLIGENCE, BAD FAITH, SELF-DEALING OR WILLFUL MISCONDUCT

ON THE PART OF ANY APS PARTY. THE APS PARTIES SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, LOST DATA, REPUTATIONAL DAMAGES, PUNITIVE DAMAGES OR ANY OTHER SIMILAR DAMAGES UNDER ANY CIRCUMSTANCES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE APS PARTIES' AGGREGATE LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, IS LIMITED TO THE AMOUNT OF FEES PAID TO APS FOR SERVICES UNDER THIS AGREEMENT (OR IF THE CLAIM ARISES FROM AN ADDENDUM TO THIS AGREEMENT, UNDER THE APPLICABLE ADDENDUM) (THE "LIABILITY CAP"). The Liability Cap is the total limit of the APS Parties' aggregate liability for any and all claims or demands by anyone pursuant to this Agreement, including liability to the Company, to any other parties hereto, and to any others making claims relating to the work performed by APS pursuant to this Agreement. Any such claimants shall allocate any amounts payable by the APS Parties among themselves as appropriate, but if they cannot agree on the allocation it will not affect the enforceability of the Liability Cap. Under no circumstances shall the aggregate of all such allocations or other claims against the APS Parties pursuant to this Agreement exceed the Liability Cap.

Section 12. General

Equitable Remedies. Each party acknowledges and agrees that money damages alone may not be an adequate remedy for a breach of the Agreement. Each party agrees that the non-breaching party shall have the right to seek a restraining order and/or an injunction for any breach of the Agreement. If any provision of the Agreement is found to be invalid or unenforceable, then it shall be deemed modified or restricted to the extent and in the manner necessary to render the same valid and enforceable.

Severability. If any portion of the Agreement shall be determined to be invalid or unenforceable, the remainder shall be valid and enforceable to the maximum extent possible.

Entire Agreement. This Agreement, including the letter, the Terms and the schedule(s), contains the entire understanding of the parties relating to the services to be rendered by APS and supersedes any other communications, agreements, understandings, representations, or estimates among the parties (relating to the subject matter hereof) with respect to such services. The Agreement, including the letter, the Terms and the schedule(s), may not be amended or modified in any respect except in a writing signed by the parties. APS is not responsible for performing any services not specifically described herein or in a subsequent writing signed by the parties.

Related Matters. If an APS Party is required by applicable law, legal process or government action to produce information or testimony as a witness with respect to this Agreement, the Company shall reimburse APS for any professional time and expenses (including reasonable and documented external and internal legal costs and e-discovery costs) incurred to respond to the request, except in cases where an APS Party is a party to the proceeding or the subject of the investigation.

Joint and Several. If more than one party signs this Agreement, the liability of each party shall be joint and several. In addition, in the event more than one entity is included in the definition of Company under this Agreement, the Company shall cause each other entity which is included in the definition of Company to be jointly and severally liable for the Company's liabilities and obligations set forth in this Agreement.

Third-Party Beneficiaries. The APS Parties shall be third-party beneficiaries with respect to Section 7 hereof.

Notices. All notices required or permitted to be delivered under the Agreement shall be sent, if to APS, to:

AlixPartners, LLP
2000 Town Center, Suite 2400
Southfield, MI 48075
Attention: General Counsel

and if to the Company, to the address set forth in the Agreement, to the attention of the Company's General Counsel, or to such other name or address as may be given in writing to APS. All notices under the Agreement shall be sufficient only if delivered by overnight mail. Any notice shall be deemed to be given only upon actual receipt.

Section 13. Bankruptcy Related Matters

Notwithstanding any to the contrary in these Terms, in the event the Company files for protection under the U.S. Bankruptcy Code, the following provisions will prevail:

The Company shall promptly apply to the Bankruptcy Court for approval of the Company's retention of APS under the terms of the Agreement. The form of retention application and proposed order shall be reasonably acceptable to APS. APS shall have no obligation to provide any further services if the Company becomes a debtor under the U.S. Bankruptcy Code unless APS's retention under the terms of the Agreement is approved by a final order of the Bankruptcy Court reasonably acceptable to APS. The Company shall assist, or cause its counsel to assist, with filing, serving and noticing of papers related to APS's fee and expense matters.

The Company and APS agree that the Bankruptcy Court shall have exclusive jurisdiction over any and all matters arising under or in connection with this Agreement.

APS will have the right to obtain independent legal counsel to obtain advice with respect to its services under this engagement. The Company will reimburse

APS's for the reasonable fees and expenses of such independent legal counsel.

APS acknowledges that, during the pendency of any Bankruptcy Court approved retention, the indemnification provisions and Liability Cap set forth above may be subject to modification as stated within the Bankruptcy Court's retention order.

Due to the ordinary course and unavoidable reconciliation of fees and submission of expenses immediately prior to, and subsequent to, the date of filing, APS may have incurred but not billed fees and reimbursable expenses which relate to the prepetition period. APS will seek Bankruptcy Court approval to apply the retainer to these amounts.

If APS finds it desirable to augment its consulting staff with independent contractors (an "I/C") in this case, (i) APS will file, and require the I/C to file, 2014 affidavits indicating that the I/C has reviewed the list of the interested parties in this case, disclosing the I/C's relationships, if any, with the interested parties and indicating that the I/C is disinterested; (ii) the I/C must remain disinterested during the time that APS is involved in providing services on behalf of the Company; and (iii) the I/C must represent that he/she will not work for the Company or other parties in interest in this case during the time APS is involved in providing services to the Company. APS's standard practice is to charge for an I/C's services at the rate equal to the compensation provided by APS to such I/C.

Section 14. Data Protection

All capitalized terms used in this Section and not otherwise defined in this Agreement shall have the meanings given to them in the General Data Protection Regulation ((EU) 2016/679) (the "GDPR") and all applicable legislation implementing any provisions of the GDPR as may be enacted from time to time (together the "Data Protection Legislation").

The parties acknowledge and agree that, in performing services pursuant to this Agreement, APS may from time to time be required to Process certain Personal Data on behalf of the Company. In such cases: (1) the Company will ensure that it is lawfully permitted to transfer the Personal Data to APS for the purposes of APS performing services under this Agreement; and (2) APS shall (i) act as the Company's Processor for the purposes of the Data Protection Legislation; (ii) only Process such Personal Data in accordance with the Company's written instructions (including when making an international transfer of Personal Data) unless required to do so by law; (iii) implement appropriate technical and organisational measures to reasonably protect that Personal Data against unauthorized or unlawful Processing and accidental, unauthorized or unlawful loss, destruction, alteration, damage, disclosure or access; and (iv) obtain commitments from all APS's personnel who have access to and/or Process such Personal Data to keep such Personal Data confidential.

If APS is Processing Personal Data relating to individuals located in the EU or otherwise subject to the Data Protection Legislation, (x) APS and the Company shall each comply with all relevant provisions of the Data Protection Legislation, and (y) the nature and extent of such Processing shall be set out in the GDPR Data Protection Schedule of this Agreement. APS shall, in relation to any Personal Data processed by APS in connection with this Agreement: (1) at the Company's cost, assist the Company in complying with its obligations as the Controller (or as Processor, as the case may be) of the Personal Data, to respond to requests from Data Subjects exercising their rights set out in Articles 12 to 22 of the GDPR; (2) notify the Company without undue delay on becoming aware of a Personal Data Breach; (3) upon termination or expiration of this Agreement, at the written direction of the Company either delete or return any Personal Data and any copies thereof to the Company (except to the extent APS is required by law to retain such Personal Data, and except for Personal Data located on APS's disaster recovery or backup systems where it will be destroyed upon the normal expiration of the backup files); and (4) maintain appropriate records to demonstrate compliance with this Section.

APS is part of an international business, headquartered in the United States of America ("US"). APS may in the ordinary course of its business, including the performance of the services under this Agreement, transfer Personal Data received outside the US to its US-based affiliates. APS's US-based affiliates are certified under the EU-US Privacy Shield framework and any transfer of Personal Data from outside the US to its US-based affiliates will be transferred subject to, and in accordance with, the Privacy Shield requirements. APS's entities located in the EU have also entered into standard data protection clauses (in accordance with Article 46.2 (c) of the GDPR) with their non-EU-based affiliates. The Company acknowledges and agrees that APS, as reasonably required for the performance of the services pursuant to this Agreement, be permitted to transfer Personal Data to its affiliates, subject to, and in accordance with, the Privacy Shield requirements and/or the aforementioned standard data protection clauses. Except as allowed above, APS shall not transfer any Personal Data received in the EU and subject to the Data Protection Legislation outside of the European Economic Area without the prior written consent of the Company.

The Company consents to APS appointing third party Processors of Personal Data under this Agreement. APS confirms that it will enter into a written agreement with any third-party Processor prior to supplying them with the Personal Data, incorporating terms which are substantially similar to those set forth in this Section. As between the Company and APS, APS shall remain fully liable for all acts or omissions of any third-party Processor appointed by APS pursuant to this paragraph.

Exhibit 99.1

FTD Companies, Inc. Files Voluntary Chapter 11 Petitions to Facilitate Completion of Strategic Initiatives

FTD and Other Floral and Gifting Businesses Continue to Operate in the Ordinary Course

Enters Definitive Asset Purchase Agreement with an Affiliate of Nexus Capital Management to Acquire North America and Latin America FTD Consumer and Florist Businesses, Including ProFlowers

Enters Non-Binding Letters of Intent with Potential Acquirors for Personal Creations and Shari's Berries

Completes Sale of U.K.-Based Interflora

Implements New Operating Model for ProFlowers to Support Florist Network and Reduce Costs

Receives Commitment for up to Approximately $94.5 Million in DIP Financing to Support Business

DOWNERS GROVE, Ill. — June 3, 2019 — FTD Companies, Inc. (Nasdaq: FTD) (the "Company"), a premier floral and gifting company, today announced that the Company and substantially all of its domestic subsidiaries have filed voluntary petitions commencing cases under Chapter 11 in the U.S. Bankruptcy Court for the District of Delaware to facilitate the completion of strategic initiatives resulting from the Company's previously announced strategic review. The Company intends to use the court-supervised restructuring process to support and protect its ongoing business operations, including its relationships with member florists and business partners, to provide an efficient and binding mechanism for the potential sales of its businesses and to address a near-term debt maturity.

The Company has already made significant progress completing its strategic initiatives, including:

- Entering into a definitive asset purchase agreement with an affiliate of Nexus Capital Management LP to acquire FTD's North America and Latin America Consumer and Florist businesses, including ProFlowers;
- Entering into a non-binding letter of intent with a strategic investor to acquire Personal Creations;
- Entering into a non-binding letter of intent with Farids & Co., LLC, which is owned by Tariq Farid, founder of Edible Arrangements, LLC, to acquire Shari's Berries;
- Completing the sale of U.K.-based Interflora to a subsidiary of The Wonderful Company; and
- Implementing a new operating model for ProFlowers to better support the FTD florist network and reduce costs by also harnessing our third-party drop-ship network.

The Company is operating in the ordinary course and remains focused on supporting its extensive network of member florists and business partners connected by its iconic FTD brand in North America and Latin America. The Company's other businesses, including ProFlowers, Shari's Berries and Personal Creations, are also continuing to provide floral, specialty foods, gifts and related products to consumers.

"The important actions we are taking today are designed to enable us to continue supporting our network of florists and business partners and serving consumers while we work to complete the initiatives coming out of our strategic review," said Scott Levin, FTD's President and Chief Executive Officer. "Over the last several months, we conducted a robust strategic review to determine the best path forward for our company. With the advice and support of our outside advisors, we have initiated this court-supervised restructuring process to provide an orderly forum to facilitate sales of our businesses as going concerns and to enable us to address a near-term debt maturity. Importantly, everyone involved with this process understands the critical role of our talented member florists, and we intend to continue supporting them as normal throughout this process. Our dedicated employees remain focused on continuing to provide the outstanding customer service and high level of support our member florists expect from us, and I thank them for all of their hard work."

The Company has received commitments for up to approximately $94.5 million in debtor-in-possession ("DIP") financing from a syndicate comprised of its existing lenders. Upon approval by the Bankruptcy Court, this financing, combined with cash generated from the Company's ongoing operations, will be used to, among other things, support the business during the court-supervised restructuring process.

The Company has filed pleadings, referred to as "first day motions," with the Bankruptcy Court. The relief sought in the first day motions is expected to enable the Company to continue to support its business operations during the restructuring process, including by continuing payments and services to member florists and business partners without interruption, managing its continuing relationships with vendors and customers and paying wages and benefits for continuing employees.

Entry into Definitive Asset Purchase Agreement for the Sale of FTD's North America and Latin America Consumer and Florist Businesses; Shifting ProFlowers Orders to the FTD Florist Network

The Company has entered into a definitive asset purchase agreement with an affiliate of Nexus Capital, a California-based private equity sponsor, to acquire the Company's North America and Latin America florist and consumer business, including ProFlowers. The purchase price is $95 million in cash, subject to customary adjustments.

The Company also announced that it is restructuring its ProFlowers business to better support the FTD florist network and to reduce costs. Under the new operating model, floral order fulfilment and distribution for ProFlowers are being transitioned to the FTD florist network and third-party fulfilment partners. The ProFlowers website will continue to serve customers and process orders. Under the asset purchase agreement with Nexus Capital, Nexus Capital would acquire the as-restructured ProFlowers business.

"We are pleased to announce Nexus Capital's pending acquisition of our North America and Latin America Consumer and Florist businesses," said Levin. "We are excited about the skill, experience and stability that Nexus Capital brings to the businesses, and we believe this transaction will serve to enhance FTD's strong relationships with our valued member florists and business partners. We also believe the shift of ProFlowers orders into the FTD florist network will benefit our florist network and key third-party providers, and enable us to better serve customers. We look forward to continuing our important relationships with our florist partners."

The asset purchase agreement is subject to certain closing conditions, including finalizing certain transaction documentation and related matters by such time as the company seeks approval of Nexus Capital's stalking horse protections. The asset purchase agreement also remains subject to higher or better offers for the North America and Latin America Consumer and Florist businesses, as well as approval of the Bankruptcy Court. The Company will seek to close the transaction as soon as possible in accordance with milestones agreed to with its DIP lenders.

Potential Asset Sales

The Company has entered into non-binding letters of intent with:

- a strategic investor to acquire Personal Creations; and
- Farids & Co., LLC, which is owned by Tariq Farid, founder of Edible Arrangements, LLC, to acquire Shari's Berries.

"We are pleased to have received strong interest for our businesses and are working diligently to complete our strategic review initiatives. We believe that our extensive discussions with multiple parties will enable us to achieve an outcome that benefits not only our creditors, but also our employees, florists, customers and partners," said Levin.

The letters of intent for the sales of Personal Creations and Shari's Berries are subject to the parties reaching definitive asset purchase agreements that would be implemented through court-supervised sale processes designed to achieve the most favorable sale terms for the businesses. The Company will seek to close these sale transactions as soon as possible in accordance with milestones agreed to with its DIP

lenders. The sale transactions are subject to Bankruptcy Court approval and the satisfaction of any other closing conditions set forth in the definitive agreements.

Sale of Interflora to a Subsidiary of The Wonderful Company

The Company has sold its Interflora business in the U.K. to a subsidiary of The Wonderful Company for $59.5 million in cash. The Interflora business operated independently from FTD's North America and Latin America businesses and it is not part of the Chapter 11 filing.

"We are pleased to announce the sale of our Interflora business in the U.K., which follows a deliberate and robust marketing process. We are grateful to our Interflora colleagues for their contributions to our company, and we wish them well under new ownership," said Levin.

Additional Information

The Company expects that the Company's common stock will be delisted from the Nasdaq Stock Market for non-compliance with marketplace rules as a result of the Chapter 11 filing.

In addition, based on the values for the Company's businesses contemplated by the potential asset sales referred to above, the Company expects that existing Company stockholders will receive no recovery at the end of the court-supervised restructuring process, consistent with legal priorities.

Additional information about the court-supervised restructuring process is available on the Company's restructuring website, www.FTDrestructuring.com. In addition, Bankruptcy Court filings and other information related to the court proceedings are available on a separate website administered by the Company's claims agent, Omni Management Group, at www.omnimgt.com/FTD, or by calling Omni representatives toll-free at 1-866-205-3144 or 1-818-906-8300 for calls originating outside of the U.S.

Jones Day is serving as legal advisor to the Company, Moelis & Company LLC and Piper Jaffray & Co. are serving as its investment bankers and financial advisors, and AP Services, LLC, an affiliate of AlixPartners, is providing Chief Restructuring Officer services.

About FTD Companies, Inc.
FTD Companies, Inc. is a premier floral and gifting company. Through our diversified family of brands, we provide floral, specialty foods, gifts, and related products to consumers primarily in North America. We also provide floral products and services to retail florists and other retail locations throughout these same geographies. FTD has been delivering flowers since 1910, and the highly-recognized FTD® brand is supported by the iconic Mercury Man® logo, which is displayed in over 30,000 floral shops in more than 125 countries. In addition to FTD, our diversified portfolio of brands includes the following trademarks: ProFlowers®, Shari's Berries®, Personal Creations®, Gifts.com™, and ProPlants®. FTD Companies, Inc. is headquartered in Downers Grove, Ill. For more information, please visit www.ftdcompanies.com.

Forward-Looking Statements
This press release contains certain forward-looking statements within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, as amended, based on our current expectations, estimates and projections about our operations, industry, financial condition, performance, results of operations, and liquidity. Statements containing words such as "may," "believe," "anticipate," "expect," "intend," "plan," "project," "projections," "business outlook," "estimate," or similar expressions constitute forward-looking statements. These forward-looking statements include, but are not limited to, statements regarding expectations about the timing and execution of the Company's strategic transactions (including the contemplated sales of substantially all of the Debtors' assets), the Company's future financial condition and future business plans and expectations, including statements related to the effect of, and our expectations with respect to, the operation of our business, adequacy of financial resources and commitments, and the operating expectations during the pendency of the Chapter 11 cases and impacts to its business related thereto. Potential factors that could affect such forward-looking statements include, among others, risks and uncertainties relating to the Chapter 11 cases, including, but

not limited to, the Company's ability to obtain Bankruptcy Court approval of motions filed in the Chapter 11 cases (including, but not limited to, the DIP motion and the bidding procedures motion), the effects of the Chapter 11 cases on the Company and on the interests of various constituents, Bankruptcy Court rulings in the Chapter 11 cases and the outcome of the Chapter 11 cases in general, the length of time the Company will operate under the Chapter 11 cases, risks associated with third-party motions in the Chapter 11 cases, the potential adverse effects of the Chapter 11 cases on the Company's liquidity or results of operations and increased legal and other professional costs necessary to execute the Company's restructuring strategy; the conditions to which the Company's DIP financing is subject and the risk that these conditions may not be satisfied for various reasons, including for reasons outside of the Company's control; the Company's and the Debtors' ability to consummate sales of substantially all of the Debtors' assets consistent with the milestones set forth in the interim DIP order of the Bankruptcy Court and the terms and conditions of any such sales; the Company's ability to implement operational improvement efficiencies; uncertainty associated with evaluating and completing any further strategic or financial alternative as well as the Company's ability to implement and realize any anticipated benefits associated with any alternative that may be pursued; the consequences of the acceleration of our debt obligations; trading price and volatility of the Company's common stock and the risks related to the Company's possible delisting from Nasdaq and trading on the OTC Pink Market and the other factors disclosed in the section entitled "Risk Factors" in our most recent Annual Report on Form 10-K filed with the U.S. Securities and Exchange Commission ("SEC"), as updated from time to time in our subsequent filings with the SEC. Readers are cautioned not to place undue reliance on these forward-looking statements, which reflect management's analysis only as of the date hereof. Such forward-looking statements are not guarantees of future performance or results and involve risks and uncertainties that may cause actual performance and results to differ materially from those predicted. Reported results should not be considered an indication of future performance. Except as required by law, we undertake no obligation to publicly release the results of any revision to these forward-looking statements that may be made to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.

Contacts

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EXHIBIT 99.2

FTD COMPANIES, INC.

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL INFORMATION

On May 31, 2019, FTD, Inc. ("**FTD Inc.**"), a wholly-owned subsidiary of FTD Companies, Inc. (the "**Company**"), completed the sale of the Company's Interflora business in the U.K. (the "**Interflora Sale**") through the sale of all of the issued and outstanding equity interests of its wholly owned subsidiary, FTD UK Holdings Limited, pursuant to the agreement for the sale and purchase of shares in the capital of FTD UK Holdings Limited, dated May 31, 2019, by and between FTD Inc. and Teleflora UK Holdings Ltd. (the "**Sale and Purchase Agreement**"). FTD UK Holdings Limited is the parent company of Interflora Holdings Limited, Interflora Investments Limited, Interflora Group Limited and Interflora British Unit, comprising the Company's Interflora business in the U.K.

Pursuant to the terms and subject to the conditions in the Sale and Purchase Agreement, the purchase price for FTD UK Holdings Limited was $59.5 million.

The following unaudited pro forma condensed consolidated financial information is based on the historical consolidated financial statements of the Company including certain pro forma adjustments and has been prepared to illustrate the pro forma effect of the Interflora Sale. The unaudited pro forma condensed consolidated statement of operations gives effect to the pro forma adjustments necessary to reflect the Interflora Sale as if it had occurred on January 1, 2018. The unaudited pro forma condensed consolidated balance sheet gives effect to the pro forma adjustments necessary to reflect the Interflora Sale as if it had occurred on December 31, 2018. This unaudited financial information may not be predictive of the future results of operations or financial condition of the Company, as the Company's future results of operations and financial position may differ significantly from the pro forma amounts reflected herein due to a variety of factors.

This unaudited pro forma condensed consolidated financial information should be read in conjunction with the consolidated financial statements, notes to the consolidated financial statements and Management's Discussion and Analysis of Financial Condition and Results of Operations contained in our annual report on Form 10-K for the year ended December 31, 2018.

FTD COMPANIES, INC.
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED BALANCE SHEET
December 31, 2018
(in thousands)

	Historical	Pro-forma adjustments for Interflora sale	Unaudited Pro-forma
ASSETS			
Current assets:			
Cash and cash equivalents	$ 16,227	$ (12,038)(A)	$ 4,189
Accounts receivable, net	24,920	(2,027)(A)	22,893
Inventories	27,450	(2,343)(A)	25,107
Income taxes receivable	1,407	—	1,407
Prepaid expenses	12,874	(1,486)(A)	11,388
Total current assets	82,878	(17,894)	64,984
Property and equipment, net	41,334	(3,440)(A)	37,894
Intangible assets, net	91,403	(31,909)(A)	59,494
Goodwill	162,316	(75,539)(A)	86,777
Other assets	9,049	(1,982)(A)	7,067
Total assets	$ 386,980	$ (130,764)	$ 256,216
LIABILITIES AND EQUITY			
Current liabilities:			
Accounts payable	$ 71,240	$ (11,335)(A)	$ 59,905
Accrued liabilities	60,511	(17,300)(A)	43,211
Accrued compensation	18,641	(497)(A)	18,144
Interest payable	7,332	—	7,332
Deferred revenue	5,146	(962)(A)	4,184
Income taxes payable	1,152	(1,152)(A)	—
Current portion of long-term debt	208,076	(57,728)(C)	150,348
Total current liabilities	372,098	(88,974)	283,124
Long-term debt, net of discounts	—	—	—
Deferred tax liabilities, net	6,959	(5,302)(A)	1,657
Other liabilities	9,323	(292)(A)	9,031
Total liabilities	388,380	(94,568)	293,812
Commitments and contingencies			
Stockholder's equity:			
Preferred stock	—	—	—
Common stock	3	—	3
Treasury Stock	(65,221)	—	(65,221)
Additional paid-in capital	720,092	—	720,092
Retained deficit	(608,961)	(85,027)(B)	(693,988)
Accumulated other comprehensive loss	(47,313)	48,831(B)	1,518
Total stockholder's equity	(1,400)	(36,196)	(37,596)
Total liabilities and stockholder's equity	$ 386,980	$ (130,764)	$ 256,216

See accompanying notes to the Unaudited Pro-Forma Condensed Consolidated Financial Information

FTD COMPANIES, INC.
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS
Year ended December 31, 2018
(in thousands except per share amounts)

	Historical	Pro-forma adjustments for Interflora sale	Unaudited Pro-forma
Revenue:			
Product	$ 891,506	$ (133,806)(D)	$ 757,700
Services	122,738	(17,340)(D)	105,398
Total revenues	1,014,244	(151,146)	863,098
Operating Expenses:			
Cost of revenues-—products	643,242	(106,686)(D)	536,556
Cost of revenues-—services	17,207	47(D)	17,254
Sales and marketing	249,028	(19,618)(D)	229,410
General and administrative	100,823	(13,547)(D)	87,276
Amortization of intangible assets	3,624	(83)(D)	3,541
Restructuring and other exit costs	18,247	—	18,247
Impairment loss	206,704	(3,925)(D)	202,779
Total operating expenses	1,238,875	(143,812)	1,095,063
Operating income/(loss)	(224,631)	7,334	(231,965)
Interest income	468	1,096(D)	1,564
Interest expense	(22,020)	—	(22,020)
Other income/(expense), net	2,640	(558)(D)	2,082
Income/(loss) before income taxes	(243,543)	6,796	(250,339)
Provision for/(benefit from) income taxes	(18,814)	2,147(D)	(20,961)
Net income (loss)	$ (224,729)	$ 4,649	$ (229,378)
Loss per share:			
Basic	$ (8.03)		$ (8.20)
Diluted	$ (8.03)		$ (8.20)
Weighted-average shares outstanding:			
Basic	27,972		27,972
Diluted	27,972		27,972

See accompanying notes to the Unaudited Pro-Forma Condensed Consolidated Financial Information

FTD COMPANIES, INC.

NOTES TO UNAUDITED PRO FORMA CONDENSED

CONSOLIDATED FINANCIAL INFORMATION

Note 1 — Basis of presentation

The historical condensed consolidated financial statements have been adjusted in the unaudited pro forma condensed consolidated financial statements to illustrate the pro forma effects that are (1) directly attributable to the Interflora Sale, (2) factually supportable and, (3) with respect to the unaudited pro forma condensed consolidated statement of operations, expected to have a continuing impact on the consolidated results following the Interflora Sale.

The unaudited pro forma financial information does not reflect the realization of any anticipated savings from costs that may be reduced or eliminated as a result of possible cost savings initiatives implemented following the completion of the Interflora Sale.

Note 2 — Pro forma adjustments

The pro forma adjustments are based on our preliminary estimates and assumptions and are subject to change. The following adjustments have been reflected in the unaudited pro forma condensed financial statements.

(A) – Adjustment reflects the elimination of the assets and liabilities of the Interflora business assuming a transaction date of December 31, 2018.

(B) – Adjustment reflects the elimination of the other comprehensive loss attributed to the Interflora business which is offset by the gain on sale reflected in retained deficit.

(C) – Adjustment represents cash consideration of $59.5 million, net customary purchase price adjustments and closing transaction expenses, applied against the current portion of long-term debt.

(D) – Adjustment reflects the elimination of Interflora's operations for the year ended December 31, 2018.