
(Name of Issuer)

(Title of Class of Securities)

(CUSIP Number)

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D/A, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1. Names of Reporting Persons
Qurate Retail, Inc. (formerly known as Liberty Interactive Corporation)

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
0

9. Sole Dispositive Power
0

10. Shared Dispositive Power
0

11. Aggregate Amount Beneficially Owned by Each Reporting Person
0

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
Excludes any shares beneficially owned by the executive officers and directors of the Reporting Person.

13. Percent of Class Represented by Amount in Row (11)
0 %

14. Type of Reporting Person (See Instructions)
CO

UNITED STATES
SECURITIES A



(a) — (b) The Reporting Pers g



After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: June 3, 2019

QURATE RETAIL, INC.

By: /s/ Craig Troyer

Name: Craig Troyer

Title: Senior Vice President and Assistant Secretary

The name and present principal occupation of each director and executive officer of Qurate Retail, Inc. (formerly known as Liberty Interactive Corporation) is:

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT, dated as of May 30, 2019 (this "Agreement"), is by and between Liberty Interactive LLC ("Seller") and Diamond Investment Group, LLC ("Buyer").

RECITALS

WHEREAS, Seller is the beneficial and record owner of 10,203,010 shares of common stock, par value \$0.0001 per share (the "Common Stock") of FTD Companies, Inc., a Delaware corporation (the "Company");

WHEREAS, Qurate Retail, Inc. (f/k/a Liberty Interactive Corporation and referred to herein as "Qurate"), which is the parent company of Seller, and the Company are parties to that certain Investor Rights Agreement, dated December 31, 2014, by and among Qurate and the Company (the "IRA"), which sets forth certain rights and restrictions with respect to the shares of Common Stock beneficially owned by Seller;

WHEREAS, Seller desires to sell 3,401,003 shares of Common Stock (the "Subject Shares"), and Buyer desires to buy, the Subject Shares subject to the terms and conditions set forth herein (the "Transaction");

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and subject to the conditions hereof, the parties hereto agree as follows:

SECTION 1. PURCHASE AND SALE

1.1 Purchase Price; Payment

(a) Subject to the terms and conditions contained herein, at the Closing, Seller hereby agrees to sell, transfer and assign to Buyer, and Buyer hereby agrees to purchase, acquire and accept from Seller the Subject Shares to be sold by Seller hereunder for an aggregate purchase price of \$1.00 (the aggregate purchase price payable with respect to the Subject Shares, the "Aggregate Purchase Price") in cash.

(b) The closing of the purchase and sale of the Subject Shares (the "Closing") will be held on May 31, 2019 (the "Closing Date") at the offices of Baker Botts, L.L.P. at 30 Rockefeller Plaza, New York, NY 10112, at 10:00 a.m., local time.

1.2 Representations and Warranties of Seller. Seller represents and warrants to Buyer that:

- (a) Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction that governs it, and has the full power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, including the transfer and assignment to Buyer all right, title and interest in and to the Subject Shares to be sold by Seller hereunder;
 - (b) Seller has the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, including the transfer and assignment to Buyer all right, title and interest in and to the Subject Shares to be sold by Seller hereunder;
 - (c) Seller has good and valid title to, and is the sole record and beneficial owner of, the Subject Shares free and clear of all security interests, claims, liens, charges, mortgages, judgments, liens, claims, suits, demands, taxes, duties, obligations, liabilities, encumbrances, and other interests, and Seller is not aware of any such claims, suits, demands, taxes, duties, obligations, liabilities, encumbrances, and other interests.
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obligation of Buyer enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally and by general principles of equity;

(d) Buyer (i) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits, risks and suitability of the Transaction, (ii) is able to bear the risk of an entire loss of its investment in the Subject Shares, and (iii) is consummating the Transaction with a full understanding of all of the terms, conditions and risks and willingly assumes those terms, conditions and risks;

(e) Buyer has received and carefully reviewed the Company's Annual Report on Form 10-K for the fiscal year ended 2018, all subsequent public filings of the Company with the SEC, other publicly available information regarding the Company, and such other information that it and its advisers deem necessary to make its decision to enter into the Transaction;

(f) Buyer has evaluated the merits and risks of the Transaction based exclusively on its own independent review and consultations with such investment, legal, tax, accounting and other advisers as it deemed necessary. Buyer has made its own decision concerning the Transaction without reliance on any representation or warranty of Seller other than those contained in Section 1.2 or any advice from Seller;

(g) Buyer acknowledges and understands that (i) Seller and its affiliates possess material nonpublic information regarding the Company not known to Buyer that may impact the value of the Subject Shares, including, without limitation, (x) information received by principals and employees of Seller in their capacities as directors or significant stockholders of the Company, (y) information otherwise received from the Company on a confidential basis, and (z) information which may have been received on a privileged basis from the attorneys and financial advisers representing the Company and its board of directors (collectively, the "Information"), and that Seller is not disclosing the Information to Buyer. Buyer understands, based on its experience, the disadvantage to which Buyer is subject due to the disparity of information between Seller and Buyer. Notwithstanding such disparity, Buyer has deemed it appropriate to enter into this Agreement and to consummate the Transaction;

(h) Buyer agrees that none of Seller, its affiliates, principals, stockholders, partners, employees or agents shall have any liability to Buyer whatsoever due to or in connection with Seller's use or non-disclosure of the Information or otherwise as a result of the Transaction, and Buyer hereby irrevocably waives any claim that it might have based on the failure of Seller to disclose the Information;

(i) Buyer is an accredited investor (as such term is defined in the Securities Act) and is acquiring the Subject Shares for its own account with the intention of holding the Subject Shares for its own investment and not for resale in connection with the Transaction.

4.2 Promptly (but no later than three Business Days) after receipt by Buyer of notice of, or becoming aware of the assertion of, a Third-Party Claim, Buyer will notify Seller in writing thereof together with a copy of such Third-Party Claim (if available), but failure to so notify Seller shall not relieve Seller from any obligation Seller may have hereunder. "Business Day" shall mean any day other than a Saturday, Sunday or day on which banking institutions in New York are authorized or obligated by law or executive order to be closed. Seller shall have the right, in its sole discretion, to control the defense of such Third-Party Claim. If Buyer, based on advice of counsel, reasonably determines that there exists a conflict of interest between Seller and Buyer with respect to such Third-Party Claim, then Buyer will be entitled to employ separate counsel and to participate in the defense of such Third-Party Claim. Seller will retain the exclusive right to settle the Third-Party Claim; *provided, however*, if the terms of such settlement provide for substantive relief other than the payment of monetary damages, no such settlement shall be made without the prior consent of Buyer, whose consent shall not be unreasonably withheld. In such event, the reasonable fees and disbursements of such counsel for Buyer will be paid by Seller.

SECTION 5. MISCELLANEOUS

5.1 Notice. Any notice, request, claim, demand or other communication under this Agreement shall be in writing, shall be either personally delivered, delivered by facsimile transmission, or sent by reputable overnight courier service (charges prepaid) to the address for such party set forth below or such other address as the recipient party has specified by prior written notice to the other parties hereto and shall be deemed to have been given hereunder when receipt is acknowledged for personal delivery or facsimile transmission or one day after deposit with a reputable overnight courier service.

If to Buyer:

Diamond Investment Group, LLC
59 Olympia Lane
Monsey, NY 10952
Attention: Motti Lichtenstein
Telephone: (845) 608-3232
Facsimile: (845) 510-8168

If to Seller:

Liberty Interactive LLC
12300 Liberty Boulevard
Englewood, CO 80112
Attention: Legal Department
Facsimile: (720) 875-5382

5.5 Remedies.

(a) Each party hereto acknowledges that money damages would not be an adequate remedy in the event that any of the agreements in this Agreement are not performed in accordance with its terms, and it is therefore agreed that in addition to and without limiting any other remedy or right it may have, the non-breaching party shall be entitled to specific performance of the obligations of the other party under the Agreement.

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement as of the date first written above.

By: /s/ Craig Troyer
Name: Craig Troyer
Title: Senior Vice President and Assistant Secretary

By: /s/ Motti Lichtenstein
Name: Motti Lichtenstein
Title: Member

[Signature Page to Stock Purchase Agreement]

If to Seller:

Liberty Interactive LLC
12300 Liberty Boulevard
Englewood, CO 80112
Attention:

Law pursuant to a merger whose purpose is not to avoid the provisions of this Agreement), by any party without the prior written consent of the other parties hereto. Subject to the foregoing, this Agreement shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement as of the date first written above.

By: /s/ Craig Troyer
Name: Craig Troyer
Title: Senior Vice President and Assistant Secretary

By: /s/ Bradford Nelson
Name: Bradford Nelson
Title: President

[Signature Page to Stock Purchase Agreement]

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT, dated as of May 30, 2019 (this "Agreement"), is by and between Liberty Interactive LLC ("Seller") and FTD 50 LLC ("Buyer").

RECITALS

WHEREAS, Seller is the beneficial and record owner of 10,203,010 shares of common stock, par value \$0.0001 per share (the "Common Stock") of FTD
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ye s);

1.2

Representations and Warranties of Seller Seller represents and warrants to Buyer that:

(a) Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction that governs it, and has the full power and authority to carry on its business as now conducted and to own its assets;

(b) Seller has the requisite power and authority to enter into this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby, including to sell, transfer, assign and deliver to Buyer all right, title and interest in and to the Subject Shares to be sold by Seller hereunder;

(c) Seller has good and valid beneficial title to, and is the sole beneficial owner of, the Subject Shares free and clear of all security interests, claims, liens and encumbrances of any nature, including any rights of third parties in or to such interests (except that the Subject Shares are held in "street name" and other than restrictions on transfer under the IRA or applicable federal and state securities laws);

(d) upon delivery to Buyer (or its designee) of evidence of delivery in "street name" to Buyer's brokerage account previous)

Act of 1934, as amended, including the rules and regulations promulgated thereunder (the "Exchange Act") with or without notations

(i) Buyer is an accredited investor (as such term is defined in the Securities Act) and is acquiring the Subject Shares for its own account with the intention of holding the Subject Shares for investment purposes and not with a view to or for sale in connection with any distribution of such securities in violation of any federal or state securities laws;

(j) Buyer understands that the Subject Shares have not been registered under the Securities Act or the applicable securities or blue sky laws of any state or other jurisdiction and, accordingly, must be held indefinitely unless a subsequent sale or other transfer thereof by Buyer is registered under the Securities Act and such securities or blue sky laws or is exempt from registration under the Securities Act and/or any applicable blue sky laws;

(k) No shares of Common Stock or securities that are convertible, exchangeable or exercisable into Common Stock are beneficially owned (as defined by Rule 13d-3 under the Exchange Act) by Buyer or any of Buyer's affiliates, or at the Closing will be owned or beneficially owned by Buyer, other than the Subject Shares to be acquired at the Closing; and

(l) Buyer is not a Prohibited Transferee as that term is defined in the IRA.

SECTION 2. DELIVERED (

~~Buyer hereby certifies that it is not a Prohibited Transferee as that term is defined in the IRA.~~

SECTION 4. INDEMNIFICATION

4.1 To the extent permitted by law, Seller shall (a) indemnify and hold harmless Buyer and its officers, directors, shareowners, affiliates, employees and agents (collectively, the "Buyer Parties"), ag

receipt is acknowledged for personal delivery or facsimile transmission or one day after deposit with a reputable overnight courier service.

If to Buyer:

FTD 50 LLC
P.O. Box 9389
Avon, CO 81620
Attention: Jeff Kirwood
Telephone: (970) 688-4188
Facsimile: (970) 579-7144

with a copy to:

Perkins Coie LLP
1900 Sixteenth Street
Suite 1400

Attention: Elizabeth Sipes
Telephone: (303) 291 - 2322
Facsimile: (303) 291 - 2422

If to Seller:

Liberty Interactive LLC
12300 Liberty Boulevard
Englewood, CO 80112
Attention: Craig E. Troyer
Facsimile: (720) 875-5382

with a copy to:

Baker Botts L.L.P.
30 Rockefeller Plaza
43rd Floor
New York, NY 10112
Attention: Renee Wilm
Samantha Crispin
Telephone: (212) 408-2503
Facsimile: (212) 259-2503
(214) 661-4497

5.2 Governing Law; Jurisdiction. This Agreement and any claim, dispute, remedy or Proceeding arising from or relating to this Agreement, the transactions contemplated hereby, any relief or remedies sought by any parties hereto, and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with the substantive laws of the State of Delaware, without regard to the conflicts of law provisions

thereof that would cause the laws of any other jurisdiction to apply. Each of the parties hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the courts of the State of Delaware or Federal Courts of the United States of America, in each case, located in the State of Delaware for any Proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, whether framed in contract, tort or otherwise, and further agrees that service of any process, summons, notice or document by U.S. mail to its respective address set forth in this Agreement shall be effective service of process for any Proceeding brought against it in any such court. Each of the parties hereto hereby irrevocably and unconditionally waives any objection to the laying of venue of any Proceeding arising out of this Agreement or the transactions contemplated hereby in the courts of the State of Delaware, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Proceeding brought in any such court has been brought in an inconvenient forum. EACH F
