

12-08-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101537476

11-3-2000

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002192 FRAME: 0015

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

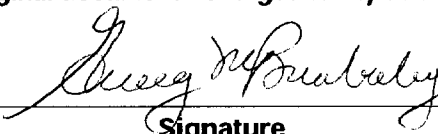
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

George M. Borababy



11/21/2000

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT**[Fitz and Floyd]**

WHEREAS, FITZ AND FLOYD, INC., a Delaware corporation ("Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to, or has been assigned the rights by the party to, the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and FITZ AND FLOYD FACTORY OUTLET, INC. ("Factory Outlet") (Grantor and Factory Outlet are hereinafter collectively referred to as "Borrower"), FLEET CAPITAL CORPORATION, a Rhode Island corporation ("Fleet") and the other financial institution(s) named as lender from time to time to that certain Loan Agreement (as hereinafter defined) (collectively, "Lender"), and Fleet, as agent for Lender (in such capacity, "Grantee"), are parties to that certain Amended and Restated Loan and Security Agreement, dated as of August 27, 1999 (as amended, modified and in effect from time to time, the "Loan Agreement"), which Loan Agreement provides for the extensions of credit by Lender to Borrower; and

WHEREAS, pursuant to the terms of the Loan Agreement, the Grantor has granted to Grantee a security interest in all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Borrower under the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for the benefit of Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks

licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

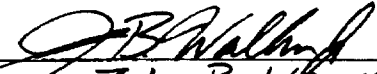
Grantor and Grantee agree that in the event of a conflict between the terms of this Trademark Security Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor , through its duty authorized officer, has caused this Trademark Security Agreement to be executed as of the 17th day of March, 2000.

GRANTOR:


FITZ AND FLOYD, INC.

By: 
Name: John B. WALKER, JR.
Title: VP-FINANCE

Acknowledged, agreed and accepted as of the date hereof:

GRANTEE:

FLEET CAPITAL CORPORATION, as Agent

By: 
Name: Joy L. Bartholomew
Title: senior Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 § ss.
COUNTY OF DALLAS §

On the 17th day of March, 2000, before me personally appeared John M. Walker, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the V.P. Kinane of Fitz and Floyd, Inc., who being by me duly sworn, did depose and say that he is the V.P. Kinane of Fitz and Floyd, Inc., the corporation described in and which executed the foregoing instrument; that [s]he signed the said instrument on behalf of said corporation by order of its Board of Directors; and that [s]he acknowledged said instrument to be the free act and deed of said corporation.



(Seal)

Laurie M Darby
Notary Public, State of Texas

My commission expires:

6/27/2003

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
"Seasons"	1,852,134	September 6, 1994
"Flower Shoppe"	1,769,047	May 4, 1993

Trademark Applications

<u>NAME</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
"Seasons"	75-831730	October 26, 1999

9111.131:108095.02

TRADEMARK
REEL: 002192 FRAME: 0021



11-03-2000

U.S. Patent & TMOfo/TM Mail Ropt. Dt. #40

Facsimile 202-457-6315
www.pattonboggs.com

November 3, 2000

George M. Borababy
(202) 457-5210
gborababy@pattonboggs.com

Assistant Commissioner For Trademarks
U.S. Patent & Trademark Office
Crystal Gateway 4
2900 Crystal Drive, 3rd Floor
Box Assignments
Arlington, VA 22202

TRADEMARK FEE PROCESS.
RECEIVED
2000 NOV -3 A 3:16
US PATENT &
TRADEMARK OFFICE

RE: Trademark Security Agreement

Dear Sir:

Please record the enclosed Trademark Security Agreements with respect to the U.S. Trademark Registrations and Applications listed on Schedule 1 to each Agreement.

Transmitted herewith are two (2) Forms PTO 1618 and true copies of each Agreement. Please charge our Deposit Account No. 50-0709 in the amount of \$855.00 to cover the recordation fees for both Agreements.

Please send all correspondence in this matter, including the return of the Security Agreements, to the undersigned at:

George M. Borababy, Esq.
Patton Boggs LLP
2550 M Street, N.W.
Washington, D.C. 20037.

Respectfully submitted,


George M. Borababy