

11-26-2002

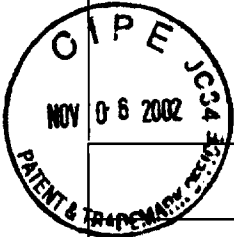
ER SHEET

Patent and Trademark Office

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102293082



To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p><i>MEMO 11.6.02</i></p> <p>ARIZONA MAIL ORDER COMPANY, INC. (DE) LM&B CATALOGUE, INC. (DE) BEDFORD FAIR APPAREL, INC. (DE) FAMILY FARM GIFTS, INC. (WI) FIG'S INC. (WI) PC FLOWERS & GIFTS.COM, LLC (DE)</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State As set forth above. <input checked="" type="checkbox"/> Other: LIMITED LIABILITY CORPORATION</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: BANK OF AMERICA, N.A. Internal Address: SIXTH FLOOR Street Address: 335 MADISON AVENUE City: SANTA MONICA State: CALIFORNIA ZIP: 10017</p> <p><input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input type="checkbox"/> Corporation-State: _____ <input checked="" type="checkbox"/> Other: NATIONAL BANKING ASSOCIATION</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: **OCTOBER 30, 2002**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) SEE ATTACHED.	B. Registration No.(s) SEE ATTACHED.
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Deborah L. Fine, Esq. Morrison & Foerster LLP 1290 Avenue of the Americas New York, New York 10104-0012</p>	<p>6. Total number of applications and trademark registrations involved: 136</p> <p>7. Total fee (37 C.F.R. § 3.41): \$3,415.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:</p>
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DO NOT USE THIS SPACE

9. 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.

Name: **DEBORAH L. FINE, ESQ.**

Deborah L. Fine

 Signature

11/5/02

 Date

Total number of pages comprising cover sheet, attachments and document: **34**

11/25/2002 LHWELLER 00000284 73609242

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

01 FC:4521 40.00 OP
 02 FC:4522 3375.00 OP

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Arizona Mail Order Company, Inc. and subsidiaries

MARK	COUNTRY/STATE	REG. OWNER	APP. #	REG. #	STATUS
Adrian-Avery	United States	LM&B Catalog, Inc. d/b/a Arizona Mail Order Co., Inc.	73-689242	1506560	Registered
Ambassador	United States	Arizona Mail Order Company, Inc.	73/153946	1126618	Registered
Ambassador	Canada	Arizona Mail Order Company, Inc.	696067	TMA437538	Registered
Ambassador (Stylized)	United States	Arizona Mail Order Company, Inc.	73/057525	1267721	Registered
Appointments	United States	Arizona Mail Order Company, Inc.	73-571163	1523901	Registered
Appointments	United States	Arizona Mail Order Company, Inc.	73-583187	1525538	Registered
Arielle	United States	Bedford Fair Apparel, Inc.		1964860	Registered
Baroness De Wayne	Arizona	Arizona Mail Order Company, Inc.		020667	Registered
Baroness De Wayne	United States	Arizona Mail Order Company, Inc.	74-676920	1966945	Registered
Baroness De Wayne	Arizona	Arizona Mail Order Company, Inc.		022334	Registered
Baroness De Wayne	Arizona	Arizona Mail Order Company, Inc.		022335	Registered
Brownstone Boutique	United States	LM&B Catalog, Inc. d/b/a Arizona Mail Order Co., Inc.	74-599424	1992040	Registered
Brownstone Studio	United States	LM&B Catalog, Inc. d/b/a Arizona Mail Order Co., Inc.	73-230817	1165943	Registered
Brownstone Studio	United States	LM&B Catalog, Inc. d/b/a Arizona Mail Order Co., Inc.	72-463633	098900	Registered
Catalina Advertising Agency	Arizona	Arizona Mail Order Company, Inc.		018569	Registered
Clothes To Home	United States	Arizona Mail Order Company, Inc.	73-706837	1500504	Registered

Coward	United States	Arizona Mail Order Company, Inc.	71-039493	0073661	Registered
Daniel Low's	Arizona	Arizona Mail Order Company, Inc.		030854	Registered
Daniel Low's	United States	Arizona Mail Order Company, Inc.	74-261393	1764436	Registered
David Calais	United States	Arizona Mail Order Company, Inc.	75-390967	2214562	Registered
Derby-Higginson	Arizona	Arizona Mail Order Company, Inc.		030810	Registered
Dry Dock by Serbin	United States	Arizona Mail Order Company, Inc.	72/308038	0885089	Registered
Dulottes	United States	Arizona Mail Order Co., Inc.	72-279335	0858631	Registered
Easy Living	United States	Arizona Mail Order Company, Inc.	73-647797	1458320	Registered
Edge Keepers	United States	Arizona Mail Order Company, Inc.	71-697361	0629156	Registered
Heavenly Comfort	Arizona	Arizona Mail Order Company, Inc.		054247	Registered
Heavenly Comfort	Arizona	Arizona Mail Order Company, Inc.		022753	Registered
Heavenly Comfort	United States	Arizona Mail Order Company, Inc.	73/505011	1370230	Registered
Heavenly Comfort	Arizona	Arizona Mail Order Company, Inc.		022751	Registered
Heavenly Comfort	Arizona	Arizona Mail Order Company, Inc.		022754	Registered
Heavenly Comfort	Arizona	Arizona Mail Order Company, Inc.		022752	Registered
Heiress II	United States	Arizona Mail Order Company, Inc.	73/083914	1073151	Registered
Home, Etc.	United States	Arizona Mail Order Company, Inc.	74/344649	1789388	Registered
International Boutique	Arizona	Arizona Mail Order Company, Inc.		054248	Registered
International Boutique	Arizona	Arizona Mail Order Company, Inc.		022755	Registered
International Boutique	Arizona	Arizona Mail Order Company, Inc.		022756	Registered
Intimate Appeal	Arizona	Arizona Mail Order Company, Inc.		089844	Registered
Intimate Appeal	United States	Arizona Mail Order Company, Inc.	74-145319	1680348	Registered

Intimate Appeal	Canada	Arizona Mail Order Company, Inc.	695992	TMA418201	Registered
Intimate Appeal	Arizona	Arizona Mail Order Company, Inc.		027816	Registered
Intimate Appeal - Ladies Wear	Arizona	Arizona Mail Order Company, Inc.		027817	Registered
Intime	United States	LM&B Catalog, Inc. d/b/a Arizona Mail Order Co., Inc.	73-285593	1186245	Registered
Jean Grayson's Brownstone Studio	United States	LM&B Catalog, Inc. d/b/a Arizona Mail Order Co., Inc.	72-463634	0995979	Registered
Jean Grayson's Brownstone Studio	United States	LM&B Catalog, Inc. d/b/a Arizona Mail Order Co., Inc.	73-408981	1276576	Registered
Jewelerie	Arizona	Arizona Mail Order Company, Inc.		059311	Registered
Jewelerie	Arizona	Arizona Mail Order Company, Inc.		023400	Registered
Jewelerie	Arizona	Arizona Mail Order Company, Inc.		023402	Registered
Jewelerie	Arizona	Arizona Mail Order Company, Inc.		023401	Registered
Jewelry Values	United States	Arizona Mail Order Company, Inc.	73-593124	1427432	Registered
Kraus Of California	Arizona	Arizona Mail Order Company, Inc.		022148	Registered
Kraus Of California	California	Arizona Mail Order Company, Inc.		072079	Registered
Kraus Of California	United States	Arizona Mail Order Company, Inc.	73/411739	1276299	Registered
Kraus Of California	Arizona	Arizona Mail Order Company, Inc.		045835	Registered
Kraus Of California	Arizona	Arizona Mail Order Company, Inc.		022150	Registered
Kraus Of California	Arizona	Arizona Mail Order Company, Inc.		022149	Registered
Lady "A"	United States	Arizona Mail Order Company, Inc.	73-220013	1168377	Registered
Lady Ambassador	United States	Arizona Mail Order Company, Inc.	73/220012	1180174	Registered
Lew Magram	United States	LM&B Catalog, Inc. d/b/a Arizona Mail Order Co., Inc.	73-731687	1554789	Registered

Lew Magram	United Kingdom	LM&B Catalog, Inc. d/b/a Arizona Mail Order Co., Inc.	898483	898483	Registered
Mail Pouch	United States	Arizona Mail Order Company, Inc.	73-217264	1200435	Registered
Mark Reed	United States	Arizona Mail Order Company, Inc.	73-616143	1435705	Registered
Nancy's Choice	Arizona	Arizona Mail Order Company, Inc.		089846	Registered
Nancy's Choice	Arizona	Arizona Mail Order Company, Inc.		027818	Registered
Nancy's Choice	United States	Arizona Mail Order Company, Inc.	73/311144	1202124	Registered
Nancy's Choice	United States	Arizona Mail Order Company, Inc.	73/425956	1295149	Registered
Nancy's Choice	Arizona	Arizona Mail Order Company, Inc.		027819	Registered
Old Pueblo Traders	Arizona	Arizona Mail Order Company, Inc.		008087	Registered
Old Pueblo Traders	Arizona	Arizona Mail Order Company, Inc.		022338	Registered
Old Pueblo Traders	Canada	Arizona Mail Order Company, Inc.		TMA412,619	Registered
Old Pueblo Traders	United States	Arizona Mail Order Company, Inc.	73-508538	1336664	Registered
Old Pueblo Traders	Arizona	Arizona Mail Order Company, Inc.		022339	Registered
Old Pueblo Traders – Vicki Wayne's	Arizona	Arizona Mail Order Company, Inc.		088261	Registered
Old Pueblo Traders – Vicki Wayne's	Arizona	Arizona Mail Order Company, Inc.		027570	Registered
Old Pueblo Traders – Vicki Wayne's	United States	Arizona Mail Order Company, Inc.	73-465909	1342544	Registered
Organized Lady	United States	Arizona Mail Order Company, Inc.	73-048633	1047265	Registered
Patchwork Pockets	United States	Arizona Mail Order Company, Inc.	73/375435	1320178	Registered (On Supplemental Register)
Patchwork Pockets	United States	AMO Acquisition, Inc.	75/295107	2183750	Registered
Prelude	United States	Arizona Mail Order Company, Inc.	76/019523	2608612	Registered
REGALIA	Arizona	Arizona Mail Order Company, Inc.		045833	Registered

REGALIA	United States	Arizona Mail Order Company, Inc.	74/020955	1649648	Registered
REGALIA	Arizona	Arizona Mail Order Company, Inc.		027563	Registered
Regency	United States	Arizona Mail Order Company, Inc.	73/252947	1199554	Registered
Ribbons/#2	Arizona	Arizona Mail Order Company, Inc.		022329	Registered
Ribbons	California	Arizona Mail Order Company, Inc.		072080	Registered
Ribbons	Arizona	Arizona Mail Order Company, Inc.		047806	Registered
Ribbons/#39	Arizona	Arizona Mail Order Company, Inc.		022331	Registered
Ribbons/#38	Arizona	Arizona Mail Order Company, Inc.		022330	Registered
Riviera	United States	Arizona Mail Order Company, Inc.	73-509283	1384284	Registered
Safety Bag	United States	Arizona Mail Order Company, Inc.	73-048634	1036812	Registered
Secret Slimmer	United States	Arizona Mail Order Company, Inc.	75-787195	2431017	Registered
Secret Slimmer	Arizona	Arizona Mail Order Company, Inc.		43319	Registered
Serbin	United States	Arizona Mail Order Company, Inc.	71-671532	0606130	Registered
Serbin Shirtwaister	United States	Arizona Mail Order Company, Inc.	71-656742	0595986	Registered
Serbin Sport	United States	Arizona Mail Order Company, Inc.	73-687002	1503096	Registered
Serendipity	United States	Arizona Mail Order Company, Inc.	73-171435	1133650	Registered
Serendipity	Canada	Arizona Mail Order Company, Inc.	696423	TMA412621	Registered
Shopping International	Arizona	Arizona Mail Order Company, Inc.		045182	Registered
Skins	Arizona	Arizona Mail Order Company, Inc.		047805	Registered
Skins	Arizona	Arizona Mail Order Company, Inc.		022144	Registered
Skins	California	Arizona Mail Order Company, Inc.		072078	Registered
Skins/Animal Figure #39	Arizona	Arizona Mail Order Company, Inc.		022146	Registered

Skins/Animal Figure #38	Arizona	Arizona Mail Order Company, Inc.		022145	Registered
Stepping Your Way	Arizona	Arizona Mail Order Company, Inc.		021289	Registered
Stepping Your Way	Arizona	Arizona Mail Order Company, Inc.		022336	Registered
Stepping Your Way	Arizona	Arizona Mail Order Company, Inc.		022337	Registered
Strawstack	United States	Arizona Mail Order Company, Inc.	72-179272	0783692	Registered
Switches	United States	Arizona Mail Order Company, Inc.	73-692050	1493256	Registered
Tumbleweeds From The West	Arizona	Arizona Mail Order Company, Inc.		015199	Registered
Tumbleweeds From The West	Arizona	Arizona Mail Order Company, Inc.		008033	Registered
Ultimate	United States	Arizona Mail Order Company, Inc.	73/375436	1294248	Registered
Unique Petite	Arizona	Arizona Mail Order Company, Inc.		086665	Registered
Unique Petite	United States	Arizona Mail Order Company, Inc.	73-683187	1499030	Registered
Value Showcase	Canada	Arizona Mail Order Company, Inc.	695,995	TMA417,587	Registered
Value Showcase	United States	Arizona Mail Order Company, Inc.	73-778622	1556819	Registered
VICKI WAYNE'S	United States	Arizona Mail Order Company, Inc.	75-127842	2055472	Registered
VICKI WAYNE'S	United States	Arizona Mail Order Company, Inc.	73-508579	1336665	Registered
VICKI WAYNE	Arizona	Arizona Mail Order Company, Inc.		022421	Registered
VICKI WAYNE	Arizona	Arizona Mail Order Company, Inc.		022422	Registered
Willow Ridge	United States	Bedford Fair Apparel, Inc.	73-419800	1349496	Registered
Wilroy	United States	LM&B Catalog, Inc. d/b/a Arizona Mail Order Co., Inc.	72-389088	0925944	Registered
Wilroy	United States	LM&B Catalog, Inc.	72-206793	0802301	Registered
World Handicrafts	Arizona	Arizona Mail Order Company, Inc.		046085	Registered
World of Christmas	Arizona	Arizona Mail Order Company, Inc.		046087	Registered

World Of Fashion	Arizona	Arizona Mail Order Company, Inc.		046086	Registered
World Of Fashion	United States	Arizona Mail Order Company, Inc.	73-038569	1027597	Registered

Figi's Inc. and its subsidiaries

Trademark/ Service Mark	Goods/Services	Owner	Status	Serial No./ Filing Date	Reg. No./ Reg. Date
BUSINESS IN GOOD TASTE	Mail order services in the field of foods (cl. 35)	Family Farm Gifts, Inc.	Opposition period complete; notice of allowance issued 8/13/02.	76/315,686 9/21/01	
CREAMY COUNTRY	Cheese spreads (cl. 29)	Figi's Inc.	Registered. Declaration of Use Due 6/20/05-6/20/06.	75/687,609 4/21/99	2,359,870 6/20/00
FAMILY FARM GIFTS	Mail order services in the field of foods (cl. 42)	Family Farm Gifts, Inc.	Registered.	468,972 3/06/84	1,314,033 1/08/85
FIGI'S	Cheese, dried fruit, meat, jams, jellies, fruit preserves, and processed nuts (cl. 29) Candy, cookies, cake, mustard, salt, table syrups, honey, pretzels and popped popcorn (cl. 30) Fresh fruit, unpopped plain kernel popcorn (cl. 31) Mail order catalog services featuring food items (cl. 35)	Figi's Inc.	Registered. Declaration of use due 4/9/07 - 4/9/08.	75/886,238 1/3/00	2,557,800 4/9/02
GIFTS IN GOOD TASTE	Catalogs pertaining to food and gift items (cl. 16) Mail-order services in the field of food and gift items (cl. 42)	Figi's Inc.	Registered. Renewal due 5/03/03.	365,057 5/17/82	1,236,298 5/03/83
MAPLE STREET MERCHANTS	Mail order catalog services featuring general merchandise (cl. 35)	Figi's Inc.	Registered. Declaration of Use Due 8/10/04 - 8/10/05.	75/341,495 8/15/97	2,269,648 8/10/99
MAPLE STREET PETS	Online retail store services, online ordering services, and mail order and catalog services in the field of general merchandise (cl. 35)	Figi's Inc.	Opposition period complete; notice of allowance was issued on 5/7/02 (must use mark in commerce and file statement of use or request 6 month extension of time to file a statement of use by 11/7/02).	75/752,304 7/15/99	

TRADEMARK SECURITY AGREEMENT

by and among

THE GRANTORS NAMED HEREIN,

as Grantors

to

BANK OF AMERICA, N.A.,

as Agent for the Lenders

Dated as of October 30, 2002

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Schedule I - Trademarks, Registrations and Applications

Schedule II - Licenses

TRADEMARK SECURITY AGREEMENT, dated October 30, 2002, made by the persons listed on the signature pages hereof under the caption "Grantors" (each a "Grantor" and, collectively, the "Grantors"), to BANK OF AMERICA, N.A., as agent for the Lenders (as hereinafter defined) ("Agent") pursuant to the Credit Agreement (as hereinafter defined).

PRELIMINARY STATEMENTS.

(1) Each of Arizona Mail Order Company, Inc., a Delaware corporation ("AMO"), PC Flowers & Gifts.com LLC, a Delaware limited liability company ("PCF"), Figi's Inc., a Wisconsin corporation ("Figi's"), Bedford Fair Apparel, Inc., a Delaware corporation ("Bedford"), LM&B Catalog, Inc., a Delaware corporation ("LMB"), Family Farm Gifts, Inc., a Wisconsin corporation ("Family"), Figi's Gifts, Inc., a Wisconsin corporation ("FG"), and Figi's Mail Order Gifts, Inc., a Wisconsin corporation ("FMG"), have entered into a Credit Agreement, dated as of October __, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; the terms defined therein and not otherwise defined herein being used herein as therein defined), with the financial institutions party thereto (the "Lenders") and the Agent.

It is a condition precedent to the making of any Loan by the Lenders under the Credit Agreement (or any other extension of credit provided for thereunder) that each Grantor shall have granted the assignment and security interest and made the pledge and assignment contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to make Loans (or otherwise extend credit) under the Credit Agreement, each of the Grantors hereby agrees with the Agent for the benefit of the Lender Group as follows:

SECTION 1. Grant of Security. Each Grantor hereby assigns and pledges to the Agent for the benefit of the Lender Group, and hereby grants to the Agent for the benefit of the Lender Group a security interest in, all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified in Schedule I attached hereto and made a part hereof, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and

symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (collectively, the "Trademarks"); and

(b) all license agreements with any other person in connection with any of the Trademarks or such other person's names or marks, whether such Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule II attached hereto and made a part hereof, subject, in each case, to the terms and restrictions, including non-assignability clauses, of such license agreements, including, without limitation, terms requiring consent to a grant of a security interest, and any right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Credit Agreement) now or hereafter owned by such Grantor and now or hereafter covered by such licenses (collectively, the "Licenses").

SECTION 2. Security for Obligations. The assignment and pledge of and grant of a security interest in the Trademark Collateral by each Grantor pursuant to this Agreement secures the payment of all obligations of the Grantors now or hereafter existing under the Loan Documents, if any, whether for principal, interest, fees, expenses or otherwise (all such obligations being the "Secured Obligations"). Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Secured Obligations and would be owed by any Grantor to the Lender Group under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Agent, any Lender or any Grantor.

SECTION 3. Grantors Remain Liable. Anything herein to the contrary notwithstanding and except as provided in Section 11(a) herein, (a) each Grantor shall remain liable under the contracts and agreements included in the Trademark Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Agent of any of the rights hereunder shall not release such Grantor from any of its duties or obligations under the contracts and agreements included in the Trademark Collateral and (c) Agent shall not have any obligation or liability under the contracts and agreements included in the Trademark Collateral by reason of this Agreement, nor shall the Agent be obligated to perform any of the obligations or duties of such Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 4. Representations and Warranties. Each Grantor represents and warrants as to itself and its Trademark Collateral as follows:

(a) Such Grantor is the sole, legal and beneficial owner (except as set forth in Schedules 6.12 and 6.23 to the Credit Agreement) of the entire right, title and interest in and to the trademark registrations and applications for registration set forth in Schedule I hereto as being the property of such Grantor free and clear of any Lien, except for the security interest created by this Agreement, Permitted Liens and other Liens expressly permitted under Section 7.18 of the Credit Agreement. Except as may have been filed in favor of the collateral agent under the Term B Credit Agreement, no security agreement, effective financing statement or other instrument similar in effect covering all or any part of the Trademark Collateral, that has not been terminated or released, is on file in any recording office (including, without limitation, the United States Patent and Trademark Office), except such as may have been filed in favor of

the Agent relating to this Agreement or any other Loan Document, and such Grantor has not consented to the filing of a financing statement under the Uniform Commercial Code or the filing of any document or notice similar in effect, that has not been released or terminated, with the United States Patent and Trademark Office covering all or any part of the Trademark Collateral other than as contemplated hereby and thereby.

(b) Set forth in Schedule I opposite the name of such Grantor is a complete and accurate list of the material trademark registrations and applications for registration owned by such Grantor. Such Grantor has made all commercially reasonable filings and recordations to protect and maintain its interest in the trademark registrations and applications for registration set forth in Schedule I, including, without limitation, all commercially reasonable filings and recordings in the United States Patent and Trademark Office. Set forth in Schedule II opposite the name of such Grantor is a complete and accurate list of the material Licenses owned by such Grantor in which such Grantor is (i) a licensor or (ii) a licensee.

(c) Each trademark registration and application for registration of such Grantor set forth in Schedule I, is, to the best of such Grantor's knowledge, valid, registrable and enforceable. Each License of such Grantor identified in Schedule II is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of such Grantor's knowledge, is valid and enforceable. Such Grantor has notified the Agent in writing of all uses of any item of Trademark Collateral of which such Grantor is aware which could reasonably be expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Trademark Collateral, other than any such uses that would not have a Material Adverse Effect.

(d) Except for Permitted Liens and other Liens expressly permitted under Section 7.18 of the Credit Agreement, such Grantor has not made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale, transfer or encumbrance of any of the Trademark Collateral that has not been terminated or released. Such Grantor has not granted any exclusive license (other than those listed on Schedule II hereto), release, covenant not to sue, or non-assertion assurance to any person with respect to any part of the Trademark Collateral so as to have a Material Adverse Effect.

(e) No consent of any other person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other third party in the United States is required either (A) for the grant by any Grantor of the assignment and security interest granted hereby or for the execution, delivery or performance of this Agreement by any Grantor, (B) for the perfection or maintenance of the pledge, assignment and security interest created hereby (including the first priority nature of such pledge, assignment or security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code and filings with the United States Patent and Trademark Office, which financing statements and filings shall be duly filed no later than five (5) Business Days following the Closing Date, or (C) for the exercise by the Agent of its rights provided for in this Agreement or the remedies with respect to the Trademark Collateral pursuant to this Agreement.

(f) Except for the licenses listed on Schedule II hereto, such Grantor has no knowledge of the existence of any right or any claim that is likely to be made under any item of Trademark Collateral contained on Schedule I.

(g) No claim has been made and is continuing or threatened that the use by such Grantor of any item of Trademark Collateral is invalid or unenforceable or that the use by such Grantor of any Trademark Collateral does or may violate the rights of any person, other than any such claim which would not have a Material Adverse Effect. To the best of such Grantor's knowledge, there is currently no infringement or unauthorized use of any item of Trademark Collateral contained on Schedule I.

(h) Such Grantor uses consistent standards of quality in all material respects in the manufacture, distribution and sale of all products sold and provision of all services provided under or in connection with any item of Trademark Collateral contained on Schedule I and has taken all commercially reasonable steps necessary to ensure that all licensed users of any item of Trademark Collateral contained on Schedule I use such consistent standards of quality.

(i) No Grantor has knowledge of the existence of any trademark or license agreement held or claimed by any other person that would preclude such Grantor from distributing, marketing, selling or providing any product or service currently distributed, marketed, sold or provided by it, as the case may be, under or in connection with any of the Trademark Collateral (except, in each case, to the extent that such Grantor has granted an exclusive license to another person), or that would interfere with the ability of such Grantor to carry on its business as currently carried on, and no Grantor has knowledge of any adverse third-party claim that if upheld would preclude or interfere with the business of such Grantor as currently carried on under any of the Trademark Collateral, other than any such trademark, license agreement or claim that would not have a Material Adverse Effect.

SECTION 5. Further Assurances. (a) Each Grantor agrees that from time to time, at the expense of such Grantor, such Grantor will promptly execute and deliver all further instruments and documents, and take all action that the Agent may reasonably request, in order to perfect and protect any pledge, assignment or security interest granted or purported to be granted hereby or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral. Without limiting the generality of the foregoing, each Grantor will execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be commercially reasonable, or as the Agent may reasonably request, in order to perfect and preserve the pledge, assignment and security interest granted or purported to be granted hereby.

(b) Each Grantor hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Trademark Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) Each Grantor will furnish to the Agent from time to time statements and schedules further identifying and describing the Trademark Collateral and such other reports in

connection with the Trademark Collateral as the Agent may reasonably request, all in reasonable detail.

(d) Each Grantor agrees that, should it obtain an ownership or any other interest in any trademark, service mark, trade name, trade dress, other indicia of trade origin, trademark or service mark registration, or application for trademark or service mark registration, or license, which is not now a part of the Trademark Collateral, (i) the provisions of Section 1 shall automatically apply thereto, (ii) any such trademark, service mark, trade name, trade dress, indicia of trade origin, trademark or service mark registration or application for trademark or service mark registration, together with the goodwill of the business connected with the use of same and symbolized by same, or license, shall automatically become part of the Trademark Collateral, and (iii) with respect to any ownership or other interest in any trademark or service mark registration or license, or application for trademark or service mark registration that such Grantor should obtain, it shall give prompt written notice thereof to the Agent in accordance with Section 13 hereof. Each Grantor authorizes the Agent to modify this Agreement by amending Schedules I and II (and will cooperate reasonably with the Agent in effecting any such amendment) to include any trademark or service mark registration or application for trademark or service mark registration, or License, which becomes part of the Trademark Collateral under this Section.

(e) With respect to each trademark or service mark registration, application for trademark or service mark registration, and License, each Grantor agrees, subject to the last sentence of this subsection, to take all commercially reasonable steps, including, without limitation, in the United States Patent and Trademark Office or in any court, to (i) maintain each such trademark or service mark registration, application for trademark or service mark registration, and License, and (ii) pursue each such application for trademark or service mark registration, now or hereafter included in the Trademark Collateral, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of applications for renewal, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, and the participation in opposition, cancellation and infringement and misappropriation proceedings. Each Grantor agrees to take corresponding steps with respect to each new or acquired trademark or service mark registration, application for trademark or service mark registration, or License to which it is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by such Grantor. Such Grantor shall not discontinue use of or otherwise abandon any trademark or service mark, or abandon any right to file an application for registration thereof, or abandon any pending application for registration or registration of any trademark or service mark, unless such Grantor shall have previously determined that such use or the pursuit or maintenance of such application or registration is no longer desirable in the conduct of such Grantor's business and that the loss thereof will not have a Material Adverse Effect, in which case, such Grantor will give notice of any such abandonment to the Agent pursuant to the terms of Section 13 hereof.

(f) Each Grantor agrees to notify the Agent promptly and in writing if it learns (i) that any item of the Trademark Collateral contained on Schedule I may be determined to have become abandoned or (ii) of any adverse determination (except for office actions from the United States Patent and Trademark Office or its applicable foreign counterpart) or the institution of any proceeding (including, without limitation, the institution of any proceeding in

the United States Patent and Trademark Office or any court) regarding any of the Trademark Collateral that would have a Material Adverse Effect.

(g) In the event that any Grantor becomes aware that any item of the Trademark Collateral is infringed or misappropriated by a third party, such Grantor shall promptly notify the Agent and shall take commercially reasonable actions as such Grantor or the Agent deems appropriate under the circumstances to protect such Trademark Collateral, including, when commercially reasonable, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation, unless any such infringement or misappropriation would not have a Material Adverse Effect. Any expense incurred in connection with such activities shall be borne by such Grantor.

(h) Each Grantor shall to the extent it deems reasonable in its best business judgment use proper statutory notice in connection with its use of each of its federally registered trademarks and service marks contained in Schedule I, and use the notice designation "TM" or "SM", as applicable, in connection with its use of its adopted trademarks and service marks that are not federally registered.

(i) Each Grantor shall take all steps which it or the Agent deems appropriate under the circumstances to preserve and protect its Trademark Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with the Trademark Collateral, consistent with the quality and services as of the date hereof, and taking all commercially reasonable steps to ensure that all licensed users of any of said Trademark Collateral use consistent standards of quality.

SECTION 6. Transfers and Other Liens. No Grantor shall (a) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any item of the Trademark Collateral, except for dispositions permitted by Section 7.9 of the Credit Agreement, or (b) create or suffer to exist any Lien upon or with respect to any of the Trademark Collateral except for the pledge, assignment, and security interest created by this Agreement, Permitted Liens or other Liens expressly permitted under Section 7.18 of the Credit Agreement.

SECTION 7. Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints the Agent such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time in the Agent's discretion after the occurrence and during the continuance of a Default, to take any action and to execute any instrument that the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral,

(b) to receive, indorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above, and

(c) to file any claims or take any action or institute any proceedings that the Agent may deem necessary or desirable for the collection of any payments relating to any of the

Trademark Collateral or otherwise to enforce the rights of the Agent with respect to any of the Trademark Collateral.

To the extent permitted by law, each Grantor hereby ratifies all that the Agent shall lawfully do or cause to be done as attorney-in-fact for such Grantor. This power of attorney is a power coupled with an interest and is irrevocable.

SECTION 8. The Agent May Perform. If any Grantor fails to perform any agreement contained herein, the Agent may itself perform, or cause performance of, such agreement after reasonable notice to such Grantor to the extent practicable, and the expenses of the Agent incurred in connection therewith shall be payable by such Grantor under Section 11.

SECTION 9. The Agent's Duties. The powers conferred on the Agent hereunder are solely to protect its interest in the Trademark Collateral and shall not impose any duty upon the Agent to exercise any such powers. Except for the safe custody of any Trademark Collateral in its possession and the accounting for any moneys actually received by it hereunder, the Agent shall have no duty as to any Trademark Collateral or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Trademark Collateral. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Trademark Collateral in its possession if such Trademark Collateral is accorded treatment substantially equal to that which the Agent accords its own property.

SECTION 10. Remedies. If any Event of Default shall have occurred and be continuing and if the Agent has taken or is taking remedial actions in respect of the Collateral that is Inventory or Accounts:

(a) The Agent may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein or otherwise available to it and to the fullest extent permitted by law, all the rights and remedies of a secured party upon default under the Uniform Commercial Code in effect in the State of New York at such time (the "N.Y. Uniform Commercial Code") (whether or not the N.Y. Uniform Commercial Code applies to the affected Trademark Collateral) and also may (i) require each Grantor to, and such Grantor hereby agrees that it will at its expense and upon request of the Agent forthwith, assemble all or part of the documents and things embodying the Trademark Collateral as directed by the Agent and make them available to the Agent at a place to be designated by the Agent that is reasonably convenient to both parties, (ii) occupy any premises owned or leased by such Grantor where documents and things embodying the Trademark Collateral or any part thereof are assembled for a reasonable period in order to effectuate the Agent's rights and remedies hereunder or under law, without obligation to any Grantor in respect of such occupation, and (iii) without notice except as specified below, sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and each Grantor shall supply to the Agent or its designee such Grantor's know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services

relating to any Trademark Collateral subject to such disposition, and such Grantor's customer lists and other records and documents relating to such Trademark Collateral and to the manufacture, distribution, advertising and sale of such products and services. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of Trademark Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon all or any part of the Trademark Collateral may, in the discretion of the Agent, be held by the Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Agent pursuant to Section 11) in whole or in part by the Agent against, all or any part of the Secured Obligations in such order as the Agent shall elect. Any surplus of such cash or cash proceeds held by the Agent and remaining after payment in full of all the Secured Obligations shall be paid over to the applicable Grantor or to whomsoever may be lawfully entitled to receive such surplus.

(c) The Agent may exercise any and all rights and remedies of each Grantor under or otherwise in respect of the Trademark Collateral.

(d) All payments received by any Grantor under or in connection with any of the Trademark Collateral shall be received in trust for the benefit of the Agent, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Agent in the same form as so received (with any necessary endorsement).

SECTION 11. Indemnity and Expenses. (a) Each Grantor agrees to indemnify the Agent-Related Persons, the Lender-Related Persons and the Participants (each, an "Indemnified Party") from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from an Indemnified Party's gross negligence or willful misconduct as determined by a final judgment of a court of competent jurisdiction.

(b) Each Grantor will upon demand pay to the Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that the Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Trademark Collateral, (iii) the exercise or enforcement of any of the rights of the Agent hereunder or (iv) the failure by such Grantor to perform or observe any of the provisions hereof.

SECTION 12. Amendments, Waivers, Etc. No amendment or waiver of any provision of this Agreement, and no consent to any departure by any Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Agent and, in the case of an amendment, by each Grantor and then such waiver or consent shall be effective only in the

specific instance and for the specific purpose for which given. No failure on the part of the Agent to exercise, and no delay in exercising any right hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

SECTION 13. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing (including telecopier, telegraphic, telex or cable communication), and mailed, telegraphed, telecopied, telexed, cabled or delivered to any Grantor, addressed to it at its address indicated on the signature pages hereof or to the Agent, addressed to it at its address specified in the Credit Agreement or, as to either party, at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section 13. All such notices and other communications shall, when mailed, telecopied, telegraphed, telexed or cabled, respectively, be effective when deposited in the mails, telecopied, delivered to the telegraph company, confirmed by telex answerback, or delivered to the cable company, respectively, addressed as aforesaid.

SECTION 14. Continuing Security Interest; Assignments Under the Credit Agreement. This Agreement shall create a continuing security interest in the Trademark Collateral and shall (a) remain in full force and effect until the later of the payment in full in cash of the Secured Obligations and the effective date of termination or expiration of the Credit Agreement, (b) be binding upon each Grantor, its successors and assigns and (c) inure to the benefit of Agent and the Lender Group and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), Agent may assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement, to any other person, and such other person shall thereupon become vested with all the benefits in respect thereof granted to Agent herein or otherwise, in each case as provided in Section 11.2 of the Credit Agreement.

SECTION 15. Release and Termination. (a) Upon any sale, lease, transfer or other disposition of any item of Trademark Collateral in accordance with the terms of the Loan Documents (other than sales of Inventory in the ordinary course of business), the Agent will, at any Grantor's expense, execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence the release of such item of Trademark Collateral from the assignment and security interest granted hereby; provided, however, that (i) at the time of such request and such release and after giving effect thereto no Default shall have occurred and be continuing, (ii) such Grantor shall have delivered to the Agent, at least ten Business Days prior to the date of the proposed release, a written request for release describing the item of the Trademark Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Agent and a certification by such Grantor to the effect that the transaction is in compliance with the Loan Documents and as to such other matters as the Agent may request and (iii) the proceeds of any such sale, lease, transfer or other disposition required to be applied in accordance with Section 3.8 of the Credit Agreement shall be paid to, or in accordance with the instructions of, the Agent at the closing.

(b) Upon the later of the payment in full in cash of the Secured Obligations and the effective date of termination or expiration of the Credit Agreement, the pledge, assignment, and security interest granted hereby shall terminate and all rights to the Trademark

Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof shall revert to the applicable Grantors. Upon any such termination, the Agent will, at such Grantor's expense, execute and deliver to any Grantor such documents as such Grantor shall reasonably request to evidence such termination.

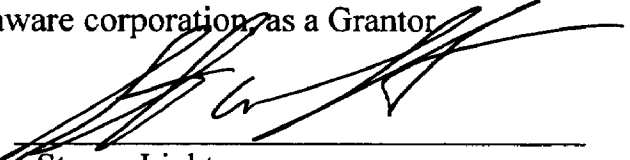
SECTION 16. Governing Law; Terms. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR TRADEMARK COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. Unless otherwise defined herein or in the Credit Agreement, terms used in Article 9 of the N.Y. Uniform Commercial Code are used herein as therein defined.

SECTION 17. Consent to Jurisdiction. Each Grantor agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of any such court and to service of process in any such suit being made upon each Grantor by mail at the address specified in the Credit Agreement or on the signature pages hereof. Each Grantor hereby waives any objection that it may now or hereafter have to venue of any such suit or any such court or that such suit is brought in an inconvenient forum.

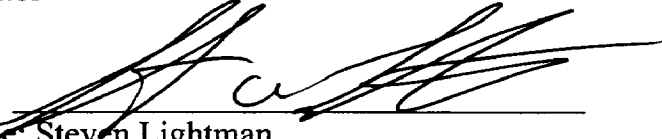
SECTION 18. Waiver of Jury Trial. Each Grantor hereby irrevocably waives all rights to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement, the transactions contemplated hereby or the actions of the Agent in the negotiation, administration, performance or enforcement hereof.

IN WITNESS WHEREOF, the Grantors have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.


ARIZONA MAIL ORDER COMPANY, a
Delaware corporation, as a Grantor

By: 
Name: Steven Lightman
Title: Chief Executive Officer
Address: _____

FIGI'S INC., a Wisconsin corporation, as a
Grantor

By: 
Name: Steven Lightman
Title: Chief Executive Officer
Address: _____

PC FLOWERS & GIFTS.COM LLC, a
Delaware limited liability company, as a Grantor

By: Crosstown Traders, Inc.,
its sole member
By: 
Name: Steven Lightman
Title: Chief Executive Officer
Address: _____

BEDFORD FAIR APPAREL, INC., a
Delaware corporation, as a Grantor

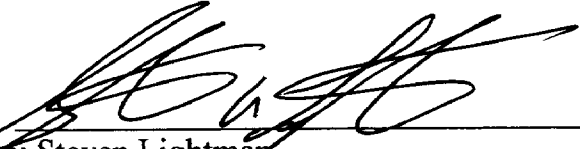
By: 
Name: Steven Lightman
Title: Chief Executive Officer
Address: _____

SIGNATURE PAGE FOR TRADEMARK SECURITY AGREEMENT

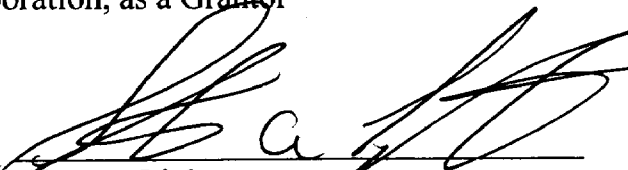
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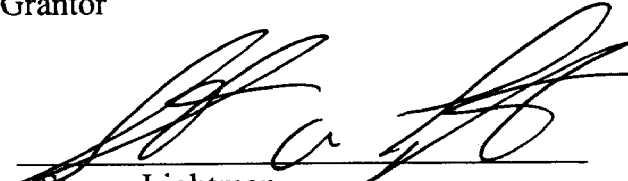
LM&B CATALOG, INC., a Delaware corporation, as a Grantor

By: 
Name: Steven Lightman
Title: Chief Executive Officer
Address: _____

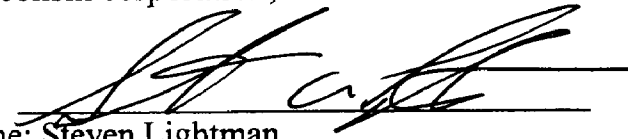
FAMILY FARM GIFTS, INC., a Wisconsin corporation, as a Grantor

By: 
Name: Steven Lightman
Title: Chief Executive Officer
Address: _____

FIGI'S GIFTS, INC., a Wisconsin corporation, as a Grantor

By: 
Name: Steven Lightman
Title: Chief Executive Officer
Address: _____

FIGI'S MAIL ORDER GIFTS, INC., a Wisconsin corporation, as a Grantor

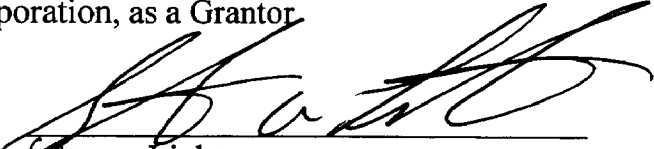
By: 
Name: Steven Lightman
Title: Chief Executive Officer
Address: _____

SIGNATURE PAGE FOR TRADEMARK SECURITY AGREEMENT

ny-439673

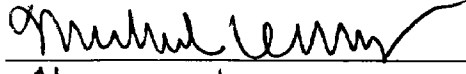
TRADEMARK
REEL: 002616 FRAME: 0229

CROSTOWN TRADERS, INC., a Delaware corporation, as a Grantor

By: 
Name: Steven Lightman
Title: Chief Executive Officer
Address: _____

Agreed and consented to as of the date first above written:

BANK OF AMERICA, N.A., a national banking association, as Agent

By: 
Name: MICHAEL LEMSZKO
Title: SENIOR VICE PRESIDENT
Address: _____

SIGNATURE PAGE FOR TRADEMARK SECURITY AGREEMENT

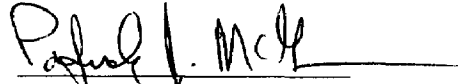
ny-439673

TRADEMARK
REEL: 002616 FRAME: 0230

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 30th day of October, 2002, before me personally came Steven Lightman to me known, who, being by me duly sworn, did depose and say he resides at

_____ and that he is the Chief Executive Officer of **ARIZONA MAIL ORDER COMPANY**, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.


Notary Public

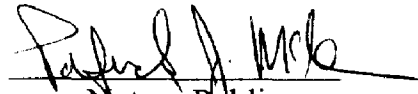
PATRICK J. MCGOVERN
NOTARY PUBLIC, State of New York
No. 01MC5086132
Qualified in New York County
Commission Expires October 6, 2005

[Notarial Seal]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 30th day of October, 2002, before me personally came Steven Lightman to me known, who, being by me duly sworn, did depose and say he resides at

_____ and that he is the Chief Executive Officer of **FIGI'S INC.**, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.


Notary Public

PATRICK J. MCGOVERN
NOTARY PUBLIC, State of New York
No. 01MC5086132
Qualified in New York County
Commission Expires October 6, 2005

[Notarial Seal]

SIGNATURE PAGE FOR TRADEMARK SECURITY AGREEMENT

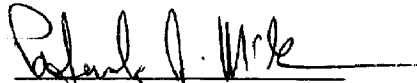
ny-440309

TRADEMARK
REEL: 002616 FRAME: 0231

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 30th day of October, 2002, before me personally came
Steven Lightman to me known, who, being by me duly sworn, did
depose and say he resides
at _____

_____ and that he is the Chief Exec. Officer of **PC FLOWERS & GIFTS.COM LLC**, the limited liability company described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said limited liability company; and that he signed said instrument on behalf of said limited liability company pursuant to said authority.



Notary Public

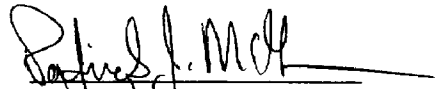
[Notarial Seal]

PATRICK J. MCGOVERN
NOTARY PUBLIC, State of New York
No. 01MC5086132
Qualified in New York County
Commission Expires October 6, 2005

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 30th day of October, 2002, before me personally came
Steven Lightman to me known, who, being by me duly sworn, did
depose and say he resides
at _____

_____ and that he is the Chief Executive Officer of **BEDFORD FAIR APPAREL, INC.**, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.



Notary Public

PATRICK J. MCGOVERN
NOTARY PUBLIC, State of New York
No. 01MC5086132
Qualified in New York County
Commission Expires October 6, 2005

[Notarial Seal]

SIGNATURE PAGE FOR TRADEMARK SECURITY AGREEMENT

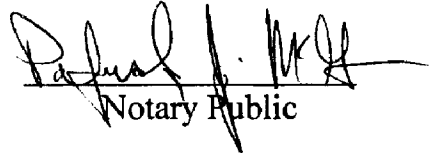
ny-439673

TRADEMARK
REEL: 002616 FRAME: 0232

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 30th day of October, 2002, before me personally came
Steven Lightman to me known, who, being by me duly sworn, did depose
and say he resides
at _____

_____ and that he is the Chief Exec. Officer of **LM&B CATALOG, INC.**, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.


Notary Public

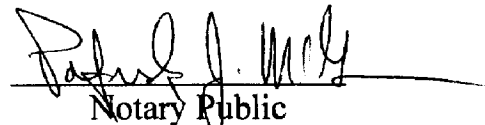
PATRICK J. MCGOVERN
NOTARY PUBLIC, State of New York
No. 01MCS086132
Qualified in New York County
Commission Expires October 6, 2005

[Notarial Seal]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 30th day of October, 2002, before me personally came
Steven Lightman to me known, who, being by me duly sworn, did
depose and say he resides
at _____

_____ and that he is the Chief Executive Officer of **FAMILY FARM GIFTS, INC.**, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.


Notary Public

PATRICK J. MCGOVERN
NOTARY PUBLIC, State of New York
No. 01MCS086132
Qualified in New York County
Commission Expires October 6, 2005

[Notarial Seal]

SIGNATURE PAGE FOR TRADEMARK SECURITY AGREEMENT


ny-439673

TRADEMARK
REEL: 002616 FRAME: 0233

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 30th day of October, 2002, before me personally came
Steven Lightman to me known, who, being by me duly sworn, did
depose and say he resides
at _____

_____ and that he is the Chief Executive Officer of **FIGI'S
GIFTS, INC.**, the corporation described in and which executed the above instrument; that he
has been authorized to execute said instrument on behalf of said corporation; and that he signed
said instrument on behalf of said corporation pursuant to said authority.



Notary Public

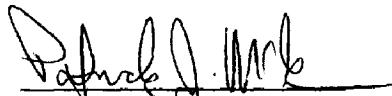
[Notarial Seal]

PATRICK J. MCGOVERN
NOTARY PUBLIC, State of New York
No. 01MC5086132
Qualified in New York County
Commission Expires October 6, 2005

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 30th day of October, 2002, before me personally came
Steven Lightman to me known, who, being by me duly sworn, did
depose and say he resides at _____

_____ and that he is the Chief Executive Officer of **FIGI'S MAIL ORDER GIFTS, INC.**, the
corporation described in and which executed the above instrument; that he has been authorized to
execute said instrument on behalf of said corporation; and that he signed said instrument on
behalf of said corporation pursuant to said authority.



Notary Public

[Notarial Seal]

PATRICK J. MCGOVERN
NOTARY PUBLIC, State of New York
No. 01MC5086132
Qualified in New York County
Commission Expires October 6, 2005

SIGNATURE PAGE FOR TRADEMARK SECURITY AGREEMENT

ny-439673

TRADEMARK
REEL: 002616 FRAME: 0234

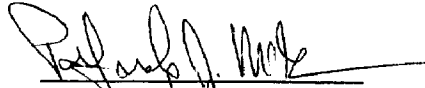
STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On the 30th day of October, 2002, before me personally came Steven Lightman to me known, who, being by me duly sworn, did depose and say he resides at

and that he is the Chief Executive Officer of CROSSTOWN TRADERS, INC., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.


Notary Public

PATRICK J. MCGOVERN
NOTARY PUBLIC, State of New York
No. 01MC5086132
Qualified in New York County
Commission Expires October 6, 2005

[Notarial Seal]

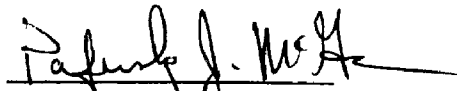
STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On the 30th day of October 2002, before me personally came MICHAEL LEMISZKO to me known, who, being by me duly sworn, did depose and say he resides at 270 W. 17th St # 4J, New York, NY 10011

and that he is the SENIOR VICE PRESIDENT of BANK OF AMERICA, N.A., the national banking association described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said national banking association; and that he has signed said instrument on behalf of said national banking association pursuant to said authority.


Notary Public

PATRICK J. MCGOVERN
NOTARY PUBLIC, State of New York
No. 01MC5086132
Qualified in New York County
Commission Expires October 6, 2005

[Notarial Seal]

SIGNATURE PAGE FOR TRADEMARK SECURITY AGREEMENT

ny-439673

TRADEMARK
REEL: 002616 FRAME: 0235

PC Flowers & Gifts.com, LLC

2/2/1 (Item 1 from file: 226)
DIALOG(R)File 226:TRADEMARKSCAN(R)-US FED
(c) 2002 Thomson & Thomson. All rts. reserv.

04720994

PC FLOWERS & GIFTS

INTL CLASS: 42 (Miscellaneous Service Marks)

U.S. CLASS: 100 (Miscellaneous Service Marks)

101 (Advertising & Business Services)

STATUS: Registered; Section 2(F)

GOODS/SERVICES: RETAIL SHOP-AT-HOME SERVICES FEATURING FLOWERS
AND GIFTS BY MEANS OF INTERACTIVE ONLINE SERVICES AND GLOBAL
COMPUTER NETWORK, PERSONAL COMPUTERS, INTERACTIVE TELEVISION,
AUDIOTEXT, MODEMS, PERSONAL DIGITAL ASSISTANTS AND TELEPHONE

SERIAL NO.: 74-720,994

REG. NO.: 2,090,415

REGISTERED: August 26, 1997

FIRST USE: January 1, 1995 (Intl Class 42)

FIRST COMMERCE: January 1, 1995 (Intl Class 42)

FILED: August 25, 1995

PUBLISHED: June 3, 1997

ORIGINAL APPLICANT: PC FLOWERS AND GIFTS, INC. (Virginia
Corporation), 2944 HUNTER MILL ROAD, OAKTON, VA (Virginia),
22124, USA (United States of America)

OWNER AT PUBLICATION: PC FLOWERS AND GIFTS, INC. (Virginia
Corporation), 2944 HUNTER MILL ROAD, OAKTON, VA (Virginia),
22124, USA (United States of America)

ASSIGNEE(S): PC FLOWERS & GIFTS.COM, INC. (Delaware
Corporation), 2001 W. MAIN ST., SUITE #175, STAMFORD, CT
(Connecticut), 06902, USA (United States of America)

Assignor(s): PC FLOWERS & GIFTS, INC. (Delaware Corporation)

Reel/Frame: 1910/0717

Recorded: June 14, 1999

Brief: CHANGE OF ASSIGNEE NAME & ADDRESS

FILING CORRESPONDENT: NORM D ST LANDAU, TUCKER FLYER & LEWIS PC,
1615 L ST NW STE 400, WASHINGTON DC 20036-5610

2/2/2 (Item 2 from file: 226)
DIALOG(R)File 226:TRADEMARKSCAN(R)-US FED
(c) 2002 Thomson & Thomson. All rts. reserv.

04467019

PC GIFTS

INTL CLASS: 42 (Miscellaneous Service Marks)

U.S. CLASS: 100 (Miscellaneous Service Marks)

101 (Advertising & Business Services)

T&T U.S. CLASS: 107 (Education & Entertainment Services)

STATUS: Registered; Intent to Use - Application

GOODS/SERVICES: RETAIL SHOP AT HOME SERVICES FEATURING GENERAL
MERCHANDISE BY MEANS OF AN INTERACTIVE COMPUTER NETWORK,
INTERACTIVE TELEVISION, AUDIOTEXT, PERSONAL DIGITAL ASSISTANTS
AND TELEPHONE

SERIAL NO.: 74-467,019

REG. NO.: 1,990,239

REGISTERED: July 30, 1996

FIRST USE: October 1, 1994 (Intl Class 42)

FIRST COMMERCE: October 1, 1994 (Intl Class 42)

FILED: December 7, 1993
PUBLISHED: March 7, 1995
EXTENSION APPROVED: February 20, 1996
ALLOWANCE FILED: May 30, 1995
ORIGINAL APPLICANT: PC FLOWERS, INC. (Virginia Corporation),
SUITE 103, 2944 HUNTER MILL ROAD, OAKTON, VA (Virginia), 22124,
USA (United States of America)
OWNER AT PUBLICATION: PC FLOWERS, INC. (Virginia Corporation),
SUITE 103, 2944 HUNTER MILL ROAD, OAKTON, VA (Virginia), 22124,
USA (United States of America)
ASSIGNEE(S): PC FLOWERS & GIFTS, INC. (Virginia Corporation),
2944 HUNTER MILL ROAD, SUITE 103, OAKTON, VA (Virginia), 22124,
USA (United States of America)
Assignor(s): PC FLOWERS, INC. (Virginia Corporation)
Reel/Frame: 1491/0719
Recorded: August 9, 1996
Brief: ASSIGNMENT OF A PART OF ASSIGNOR INTEREST
ASSIGNEE(S): PC FLOWERS & GIFTS, INC. (Virginia Corporation),
2944 HUNTER MILL ROAD, SUITE 103, OAKTON, VA (Virginia), 22124,
USA (United States of America)
Assignor(s): PC FLOWERS, INC. (Virginia Corporation)
Reel/Frame: 1599/0635
Recorded: June 23, 1997
Brief: LICENSE AGREEMENT
ASSIGNEE(S): PC FLOWERS & GIFTS, INC. (Virginia Corporation),
2944 HUNTER MILL ROAD, SUITE 103, OAKTON, VA (Virginia), 22124,
USA (United States of America)
Assignor(s): PC FLOWERS, INC. (Virginia Corporation)
Reel/Frame: 1607/0983
Recorded: June 23, 1997
Brief: CORRECTIVE ASSIGNMENT TO CORRECT THE EFFECTIVE DATE
PREVIOUSLY RECORDED ON REEL 1491, FRAME 0719.
ASSIGNEE(S): PC FLOWERS & GIFTS, INC. (Virginia Corporation),
2944 HUNTER MILL ROAD, SYITE 103, OAKTON, VA (Virginia), 22124,
USA (United States of America)
Assignor(s): PC FLOWERS, INC. (Virginia Corporation); PC
FLOWERS & GIFTS, INC. (Virginia Corporation)
Reel/Frame: 1701/0611
Recorded: February 19, 1998
Brief: MERGER
ASSIGNEE(S): PC FLOWERS & GIFTS, INC. (Delaware Corporation), 1
LANDMARK SQUARE, STAMFORD, CT (Connecticut), 06901, USA (United
States of America)
Assignor(s): PC FLOWERS & GIFTS, INC. (Virginia Corporation)
Reel/Frame: 1701/0613
Recorded: February 19, 1998
Brief: MERGER EFFECTIVE 9-11-97
ASSIGNEE(S): PC FLOWERS & GIFTS.COM, INC. (Delaware
Corporation), 2001 W. MAIN ST., SUITE #175, STAMFORD, CT
(Connecticut), 06902, USA (United States of America)
Assignor(s): PC FLOWERS & GIFTS, INC. (Delaware Corporation)
Reel/Frame: 1910/0717
Recorded: June 14, 1999
Brief: CHANGE OF ASSIGNEE NAME & ADDRESS
OTHER U.S. REGISTRATIONS: 1781553
FILING CORRESPONDENT: NORM D. ST. LANDAU, TUCKER, FLYER & LEWIS,
SUITE 400, 1615 L STREET, N.W., WASHINGTON, DC 20036-5610

04191555

PC BALLOONS

INTL CLASS: 28 (Toys & Sporting Goods)

42 (Miscellaneous Service Marks)

U.S. CLASS: 22 (Games, Toys, & Sporting Goods)

50 (Merchandise Not Otherwise Classified)

101 (Advertising & Business Services)

STATUS: Registered; Section 8 & 15 - Accepted & Acknowledged

GOODS/SERVICES: (INT. CL. 28) BALLOONS (INT. CL. 42) RETAIL SALE

OF PRE-INFLATED BALLOON ARRANGEMENTS PERSONALLY DELIVERED TO
PURCHASER'S SPECIFIED LOCATION AND SOLD THROUGH REMOTE POINT OF
PURCHASE BY TELEPHONE AND/OR COMPUTER TELECOMMUNICATION

SERIAL NO.: 74-191,555

REG. NO.: 1,781,553

REGISTERED: July 13, 1993

FIRST USE: June 1, 1991 (Intl Class 28)

June 1, 1991 (Intl Class 42)

FIRST COMMERCE: June 1, 1991 (Intl Class 28)

June 1, 1991 (Intl Class 42)

FILED: August 2, 1991

PUBLISHED: April 20, 1993

AFFIDAVIT SEC.: 8-15; November 12, 1999

ORIGINAL APPLICANT: PC FLOWERS, INC. (Virginia Corporation),
10509 WILLIAM TERRY DRIVE, VIENNA, VA (Virginia), 22181, USA
(United States of America)

OWNER AT PUBLICATION: PC FLOWERS, INC. (Virginia Corporation),
10509 WILLIAM TERRY DRIVE, VIENNA, VA (Virginia), 22181, USA
(United States of America)

ORIGINAL REGISTRANT: PC FLOWERS, INC. (Virginia Corporation),
134 DAVENPORT DRIVE, STAMFORD, CT (Connecticut), 06902, USA
(United States of America)

ASSIGNEE(S): PC FLOWERS & GIFTS, INC. (Virginia Corporation),
2944 HUNTER MILL ROAD, SUITE 103, OAKTON, VA (Virginia), 22124,
USA (United States of America)

Assignor(s): PC FLOWERS, INC. (Virginia Corporation)

Reel/Frame: 1491/0719

Recorded: August 9, 1996

Brief: ASSIGNMENT OF A PART OF ASSIGNOR INTEREST

ASSIGNEE(S): PC FLOWERS & GIFTS, INC. (Virginia Corporation),
2944 HUNTER MILL ROAD, SUITE 103, OAKTON, VA (Virginia), 22124,
USA (United States of America)

Assignor(s): PC FLOWERS, INC. (Virginia Corporation)

Reel/Frame: 1599/0635

Recorded: June 23, 1997

Brief: LICENSE AGREEMENT

ASSIGNEE(S): PC FLOWERS & GIFTS, INC. (Virginia Corporation),
2944 HUNTER MILL ROAD, SUITE 103, OAKTON, VA (Virginia), 22124,
USA (United States of America)

Assignor(s): PC FLOWERS, INC. (Virginia Corporation)

Reel/Frame: 1607/0983

Recorded: June 23, 1997

Brief: CORRECTIVE ASSIGNMENT TO CORRECT THE EFFECTIVE DATE
PREVIOUSLY RECORDED ON REEL 1491, FRAME 0719.

ASSIGNEE(S): PC FLOWERS & GIFTS, INC. (Virginia Corporation),
2944 HUNTER MILL ROAD, SUITE 103, OAKTON, VA (Virginia), 22124,
USA (United States of America)

Assignor(s): PC FLOWERS, INC. (Virginia Corporation); PC

FLOWERS & GIFTS, INC. (Virginia Corporation)

Reel/Frame: 1701/0611

Recorded: February 19, 1998

Brief: MERGER

ASSIGNEE(S): PC FLOWERS & GIFTS, INC. (Delaware Corporation), 1
LANDMARK SQUARE, STAMFORD, CT (Connecticut), 06901, USA (United
States of America)

Assignor(s): PC FLOWERS & GIFTS, INC. (Virginia Corporation)

Reel/Frame: 1701/0613

Recorded: February 19, 1998

Brief: MERGER EFFECTIVE 9-11-97

ASSIGNEE(S): PC FLOWERS & GIFTS.COM, INC. (Delaware
Corporation), 2001 W. MAIN ST., SUITE #175, STAMFORD, CT
(Connecticut), 06902, USA (United States of America)

Assignor(s): PC FLOWERS & GIFTS, INC. (Delaware Corporation)

Reel/Frame: 1910/0717

Recorded: June 14, 1999

Brief: CHANGE OF ASSIGNEE NAME & ADDRESS

DISCLAIMS: "BALLOONS"

OTHER U.S. REGISTRATIONS: 1623072

FILING CORRESPONDENT: ARTHUR L. PLEVY, ARTHUR L. PLEVY, BUCHANAN
INGERSOLL P.C., COLLEGE CENTRE, 500 COLLEGE RD E, PRINCETON, NJ
08540

2/2/5 (Item 5 from file: 226)

DIALOG(R)File 226:TRADEMARKSCAN(R)-US FED

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04175836

1-800-PC FLOWERS

INTL CLASS: 42 (Miscellaneous Service Marks)

U.S. CLASS: 101 (Advertising & Business Services)

STATUS: Registered; Section 8 - Accepted; Intent to Use -
Application

GOODS/SERVICES: RETAIL FLORIST SERVICES AND SHOP-AT-HOME SERVICES
RENDERED BY TELEPHONE

SERIAL NO.: 74-175,836

REG. NO.: 1,787,646

REGISTERED: August 10, 1993

FIRST USE: October 1, 1991 (Intl Class 42)

FIRST COMMERCE: October 1, 1991 (Intl Class 42)

FILED: June 13, 1991

PUBLISHED: August 4, 1992

ALLOWANCE FILED: October 27, 1992

AFFIDAVIT SEC.: 8; January 31, 2000

ORIGINAL APPLICANT: PC FLOWERS, INC. (Virginia Corporation),
10509 WILLIAM TERRY DRIVE, VIENNA, VA (Virginia), 22181, USA
(United States of America)

OWNER AT PUBLICATION: PC FLOWERS, INC. (Virginia Corporation),
10509 WILLIAM TERRY DRIVE, VIENNA, VA (Virginia), 22181, USA
(United States of America)

ORIGINAL REGISTRANT: PC FLOWERS, INC. (Virginia Corporation),
10509 WILLIAM TERRY DRIVE, VIENNA, VA (Virginia), 22181, USA
(United States of America)

ASSIGNEE(S): PC FLOWERS & GIFTS, INC. (Virginia Corporation),
2944 HUNTER MILL ROAD, SUITE 103, OAKTON, VA (Virginia), 22124,
USA (United States of America)

Assignor(s): PC FLOWERS, INC. (Virginia Corporation)

Reel/Frame: 1491/0719

Recorded: August 9, 1996
Brief: ASSIGNMENT OF A PART OF ASSIGNOR INTEREST
ASSIGNEE(S): PC FLOWERS & GIFTS, INC. (Virginia Corporation),
2944 HUNTER MILL ROAD, SUITE 103, OAKTON, VA (Virginia), 22124,
USA (United States of America)
Assignor(s): PC FLOWERS, INC. (Virginia Corporation)
Reel/Frame: 1599/0635
Recorded: June 23, 1997

Brief: LICENSE AGREEMENT
ASSIGNEE(S): PC FLOWERS & GIFTS, INC. (Virginia Corporation),
2944 HUNTER MILL ROAD, SUITE 103, OAKTON, VA (Virginia), 22124,
USA (United States of America)
Assignor(s): PC FLOWERS, INC. (Virginia Corporation)
Reel/Frame: 1607/0983
Recorded: June 23, 1997

Brief: CORRECTIVE ASSIGNMENT TO CORRECT THE EFFECTIVE DATE
PREVIOUSLY RECORDED ON REEL 1491, FRAME 0719.
ASSIGNEE(S): PC FLOWERS & GIFTS, INC. (Virginia Corporation),
2944 HUNTER MILL ROAD, SYITE 103, OAKTON, VA (Virginia), 22124,
USA (United States of America)
Assignor(s): PC FLOWERS, INC. (Virginia Corporation); PC
FLOWERS & GIFTS, INC. (Virginia Corporation)
Reel/Frame: 1701/0611
Recorded: February 19, 1998

Brief: MERGER
ASSIGNEE(S): PC FLOWERS & GIFTS, INC. (Delaware Corporation), 1
LANDMARK SQUARE, STAMFORD, CT (Connecticut), 06901, USA (United
States of America)
Assignor(s): PC FLOWERS & GIFTS, INC. (Virginia Corporation)
Reel/Frame: 1701/0613
Recorded: February 19, 1998

Brief: MERGER EFFECTIVE 9-11-97
ASSIGNEE(S): PC FLOWERS & GIFTS.COM, INC. (Delaware
Corporation), 2001 W. MAIN ST., SUITE #175, STAMFORD, CT
(Connecticut), 06902, USA (United States of America)
Assignor(s): PC FLOWERS & GIFTS, INC. (Delaware Corporation)
Reel/Frame: 1910/0717
Recorded: June 14, 1999

Brief: CHANGE OF ASSIGNEE NAME & ADDRESS

DISCLAIMS: "FLOWERS"

OTHER U.S. REGISTRATIONS: 1623072

FILING CORRESPONDENT: ARTHUR L. PLEVY , ARTHUR L PLEVY, BUCHANAN
INGERSOLL PC, COLLEGE CENTRE, 500 COLLEGE RD E, PRINCETON NJ
08540

**SCHEDULE II
to
TRADEMARK SECURITY AGREEMENT**

None.