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Foam PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
Renaissance Greeting Cards, Inc.

Assignment Association
 General Partnership Limited Partnership
 Corporation-(a Maine corporation)
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Credit Suisse First Boston acting through its Cayman Islands Branch, as Administrative Agent

Internal
Internal Address: _____

Street Address: 11 Madison Avenue, 8th Floor
City: New York State: NY Zip: 10010

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Grant of Trademark Security Interest

Execution Date: February 24, 2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) See attached Schedule A.

B. Trademark No.(s) See attached Schedule A.

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Gina Durham, Esq.
Internal Address: c/o O'Melveny & Myers LLP

Street Address: 400 South Hope Street, Room 1919


City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41)..... \$310.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number

DO NOT USE THIS SPACE

9. Signature.
Gina Durham  March 5, 2004
Name of Person Signing Signature Date

03/09/2004 DBYRNE 00000037 1430232 Total number of pages including cover sheet, attachments, and documents: 6

01 FC:8521
02 FC:8522
03 FC:8523

40.00 OP
150.00 OP
120.00 OP
Documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

RENAISSANCE GREETING CARDS, INC.

Trademark Schedule – 2/20/04

Trademark Report by Country
Status: ACTIVE

Page 1

MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
UNITED STATES						
JUMP	7/16/1986	73/610033	2/24/1987	1,430,232	REGISTERED	16
LIGHTHEARTED GREETINGS	49/15/1986	73/619601	10/13/1987	1,460,839	REGISTERED	16
RENAISSANCE	10/22/2003	76/316887			PENDING	16
RENAISSANCE & Design	8/12/1992	74/304751	7/12/1994	1,844,359	REGISTERED	16
RENAISSANCE GREETING CARDS & Design	8/4/1992	74/301057	7/12/1994	1,844,357	REGISTERED	16
RHINESTONES & Design	4/25/1991	74/160613	7/28/1992	1,703,193	REGISTERED	16
SOFT SENTIMENTS	9/7/1984	74/496234	4/30/1985	1,333,214	REGISTERED	16

ASSIGNMENT DIV
FEB 19 2004

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, RENAISSANCE GREETING CARDS, INC., a Maine corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, FTD, Inc., a Delaware corporation ("**Company**"), has entered into a Credit Agreement dated as of February 24, 2004 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**"), with Nectar Merger Corporation, a Delaware corporation, the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Credit Suisse First Boston, acting through its Cayman Islands Branch, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**"), and the other agents listed therein pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "**Lender Swap Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, "**Swap Counterparties**"); and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of February 24, 2004 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Guaranty**"), in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of February 24, 2004 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral**):**

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted a security interest in, any of such Grantor’s rights or interests in the Trademark Collateral to the extent that such a grant would, under the terms of any agreement related to the Trademark Collateral to which Grantor is a party (including any license) result in a breach of the terms of, or constitute a default under, such agreement (other than to the extent that any such term would be rendered ineffective pursuant to the UCC or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

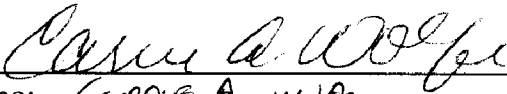
In the event that any asset of a Grantor is excluded from the Trademark Collateral by virtue of the foregoing paragraph, Grantor agrees to use all commercially reasonable efforts to obtain all requisite consents to enable such Grantor to provide a security interest in such asset pursuant hereto as promptly as practicable.

Grantor does hereby further acknowledge and affirm that the rights, obligations and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 24th day of February, 2004.

RENAISSANCE GREETING CARDS, INC.

By: 
Name: Carrie A. Wolff
Title: Treasurer

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

RENAISSANCE GREETING CARDS, INC.

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