

03-09-2004

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Foam PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab Settings

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

1. Name of conveying party(ies):

Flowers USA, Inc.

- Assignment, Association, General Partnership, Limited Partnership, Corporation-(a Connecticut 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 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

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) 76/457,905

B. Trademark No.(s) 2,619,889

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: 2

7. Total fee (37 CFR 3.41)..... \$185.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number

DO NOT USE THIS SPACE

9. Signature.

Gina Durham Name of Person Signing

Signature

March 5, 2004 Date

03/09/2004 DBYRNE 00000039 76457905

Total number of pages including cover sheet, attachments, and documents: 6

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

40.00 documents to be recorded with required cover sheet information to: 25.00 DP Commissioner of Patents & Trademarks, Box Assignments 120.00 DP Washington, D.C. 20231

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, FLOWERS USA, INC., a Connecticut 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.

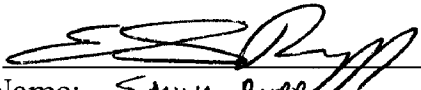
In the event that any asset of a Grantor is excluded from the Trademark Collateral by virtue of the foregoing paragraph, Grantor agrees to use all commercially reasonable efforts to obtain all requisite consents to enable such Grantor to provide a security interest in such asset pursuant hereto as promptly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

[The remainder of this page is intentionally left blank.]

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.

FLOWERS USA, INC.

By: 
Name: EMILY RUPP
Title: VICE PRESIDENT & TREASURER

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

[see attached]

Schedule A-1

Grant of Trademark Security Interest

LA1:1034997.1

TRADEMARK
REEL: 002807 FRAME: 0502

FLOWERS USA, INC.

Trademark Schedule - 2/20/04

Trademark Report by Country
Status: ACTIVE

Page 1

MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
UNITED STATES						
FLOWERS USA	10/7/2002	76/457905			PENDING	35,39
FLOWERS U S A & Design	10/18/2000	76/149481	6/25/2002	2,619,889	REGISTERED	35,39