

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Flowers Today, Inc.	FORMERLY Flowers Sent Today Incorporated	11/16/2005	CORPORATION: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Woodside Funding Partners I, L.P.		
<b>Street Address:</b>	25 Mall Road		
<b>City:</b>	Burlington		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01803		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78558026	AMERICAN BLOOMS	
<b>Registration Number:</b>	2777148	FLOWERS TODAY	
<b>Registration Number:</b>	2527075	FLOWERS SENT TODAY	
<b>Registration Number:</b>	2529431	CREATING SMILES ACROSS AMERICA	
<b>Serial Number:</b>	78363106	BLOOMSUSA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)526-9899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	76788/003		

**CH \$140.00 78558026**

NAME OF SUBMITTER:	Christine Slattery
Signature:	/s/ Christine Slattery
Date:	11/30/2005
<b>Total Attachments: 9</b> source=USPTOFLOWERS#page1.tif source=USPTOFLOWERS#page2.tif source=USPTOFLOWERS#page3.tif source=USPTOFLOWERS#page4.tif source=USPTOFLOWERS#page5.tif source=USPTOFLOWERS#page6.tif source=USPTOFLOWERS#page7.tif source=USPTOFLOWERS#page8.tif source=USPTOFLOWERS#page9.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated November 16, 2005, is made by Flowers Today, Inc., a corporation organized under the laws of the Commonwealth of Virginia ("Debtor") in favor of Woodside Funding Partners I, L.P., a Delaware limited partnership (together with its successors and assigns in such capacity, the "Secured Party").

The Debtor has entered into a Note and Warrant Purchase and Security Agreement dated as of November 16, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), with the Secured Party. Terms defined in the Purchase Agreement and not otherwise defined herein are used herein as defined in the Purchase Agreement.

Under the terms of the Purchase Agreement, the Debtor has granted a security interest in, among other property, certain intellectual property of the Debtor to the Secured Party, and agrees to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees as follows:

SECTION 1. Grant of Security. The Debtor hereby grants to the Secured Party a security interest in and to all of the Debtor's right, title and interest in and to the following (the "Collateral"):

(i) The patents, patent licenses, patent rights and patent applications set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Purchase Agreement and this IP Security Agreement, each such supplement being in substantially the form of Appendix A hereto (an "IP Security Agreement Supplement"), executed and delivered by the Debtor to the Secured Party from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions;

(ii) The trademarks including trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Debtor to the Secured Party from time to time);

(iii) The copyrights including copyright registrations and applications and copyright licenses set forth on Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Debtor to the Secured Party from time to time);

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Owned Intellectual Property, confidential proprietary information, trade secrets and licenses with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Debtor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

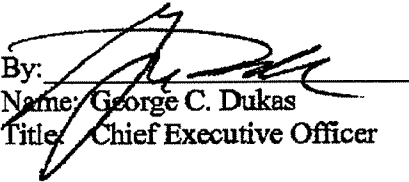
SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Purchase Agreement. The Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Purchase Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

FLOWERS TODAY, INC.

By:   
Name: George C. Dukas  
Title: Chief Executive Officer

[Intellectual Property Security Agreement]

TRADEMARK  
REEL: 003201 FRAME: 0362

**Appendix A**  
**to the Intellectual Property Security Agreement**

**FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated \_\_\_\_\_, \_\_ 20\_\_ is made by the person listed on the signature page hereof (the "Debtor") in favor of Woodside Funding Partners I, L.P., a Delaware limited partnership (together with its successors and assigns in such capacity, the "Secured Party").

The Debtor has entered into a Purchase Agreement dated as of \_\_\_\_\_, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), with the Secured Party. Terms defined in the Purchase Agreement and not otherwise defined herein are used herein as defined in the Purchase Agreement.

As a condition precedent to the making of Loans under the Purchase Agreement, the Debtor has executed and delivered that certain Intellectual Property Security Agreement made by the Debtor to the Secured Party dated November 16, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

WHEREAS, under the terms of the Purchase Agreement and the IP Security Agreement, the Debtor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Debtor to the Secured Party and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees as follows:

SECTION 1. Confirmation of Grant of Security. The Debtor hereby acknowledges and confirms the grant of a security interest to the Secured Party under the Purchase Agreement and the IP Security Agreement in and to all of the Debtor's right, title and interest in and to the following (the "Additional Collateral")

(i) The patents including patent applications and patent licenses set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions;

(ii) The trademarks including trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto;

(iii) The copyrights including copyright registrations and applications and copyright licenses set forth in Schedule C hereto;

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Owned Intellectual Property, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Supplement to Purchase Agreement and IP Security Agreement. Schedule[s] [A,] [B and] [C] to the IP Security Agreement are each, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

SECTION 3. Recordation. The Debtor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

[NAME OF DEBTOR]

By: \_\_\_\_\_

Name:

Title:

Address for Notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**SCHEDULE A**  
**to**  
**IP SECURITY AGREEMENT**

LIST OF PATENTS

NONE

**SCHEDULE B**  
to  
**IP SECURITY AGREEMENT**

LIST OF TRADEMARKS

Trademark Registrations:

<b>OWNER</b>	<b>TRADEMARK</b>	<b>APPLICATION/REGISTRATION NUMBER</b>	<b>APPLICATION/REGISTRATION DATE</b>
Flowers Sent Today Incorporated	AMERICAN BLOOMS	78558026	2/01/2005
Flowers Sent Today Incorporated	FLOWERS TODAY	2777148	10/28/2003
Flowers Sent Today Incorporated	FLOWERS SENT TODAY	2527075	1/08/2002
Flowers Sent Today Incorporated	CREATING SMILES ACROSS AMERICA	2529431	1/15/2002
Flowers Sent Today Incorporated	BLOOMSUSA	3005701	10/11/2005

**SCHEDULE C**  
**to**  
**IP SECURITY AGREEMENT**  
LIST OF COPYRIGHTS AND APPLICATIONS

NONE