

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Partial Release of Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GMAC Commercial Finance LLC, as Collateral Agent		03/04/2008	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Harry and David		
<b>Street Address:</b>	2500 South Pacific Highway		
<b>City:</b>	Medford		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97501		
<b>Entity Type:</b>	CORPORATION: OREGON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2962840	W	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-993-2622		
<b>Email:</b>	gayle.grocke@lw.com		
<b>Correspondent Name:</b>	Gayle D. Grocke c/o Latham & Watkins LLP		
<b>Address Line 1:</b>	233 S. Wacker Drive		
<b>Address Line 2:</b>	Suite 5800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	037630-0015		
<b>NAME OF SUBMITTER:</b>	Gayle D. Grocke		
<b>Signature:</b>	/gdg/		

OP \$40.00 2962840

Date:

03/04/2008

**Total Attachments: 3**

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## PARTIAL RELEASE OF TRADEMARKS

THIS PARTIAL RELEASE OF TRADEMARKS is dated as of March 4, 2008 by GMAC Commercial Finance LLC, a Delaware limited liability company, in its capacity as Collateral Agent ("GMAC").

WHEREAS, GMAC and HARRY AND DAVID ("Borrower"), entered into that certain Trademark Security Agreement (the "Trademark Security Agreement"), dated as of January 15, 2008;

WHEREAS, the Trademark Security Agreement granted, assigned and conveyed to GMAC for collateral purposes all of Borrower's right, title and interest in and to certain trademarks, including, without limitation, the trademark listed on Schedule I attached hereto as security for certain obligations of Borrower to GMAC;

WHEREAS, GMAC recorded the Trademark Security Agreement in the United States Patent and Trademark Office on January 16, 2008 at Reel No. 003704, Frame No. 0678;

WHEREAS, Borrower was advised by the original owner of the trademark listed on Schedule I attached hereto that the trademark was inadvertently transferred to Borrower and Borrower has agreed to transfer, assign and convey back to the original owner all rights to the trademark; and

WHEREAS, Borrower has requested and GMAC has consented to release its security interest in the trademark listed on Schedule I attached hereto.

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


GMAC hereby, without representation, warranty or recourse, irrevocably and fully releases, terminates, assigns to and reinvests in Borrower all of GMAC's right, title, interest and liens granted by the Trademark Security Agreement in and on the trademark listed on Schedule I attached hereto.

GMAC agrees, at the sole cost and expense of Borrower, to perform all necessary acts to affect the release and termination of its security interest and lien in the trademark, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

THIS Partial Release of Trademarks relates only to the trademark listed on Schedule I attached hereto and except as to that trademark, the Trademark Security Agreement remains in full force and effect.

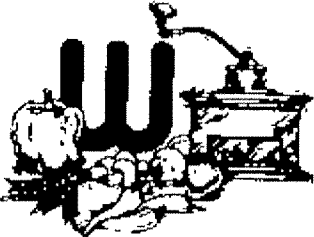
IN WITNESS WHEREOF, GMAC has caused this Partial Release of Trademarks to be duly executed as of the day and year first above written.

GMAC COMMERCIAL FINANCE LLC, as  
Collateral Agent

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

**JOSEPH SKAFEROWSKY**  
**DIRECTOR**

**SCHEDULE I  
TO  
PARTIAL RELEASE OF TRADEMARKS**

<b>MARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
W and Design 	2,962,840	June 21, 2005