

05-16-2008

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

DEPARTMENT OF COMMERCE
Patent and Trademark Office



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80-51-5

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Sunshine Bouquet Company

- Individual(s)
- General Partnership
- Corporation- State: Florida
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 30, 2008

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Israel Discount Bank of New York d/b/a IDB Bank

Internal

Address: Attn: Barry Solomon, First V.P.

Street Address: 511 Fifth Avenue

City: New York

State: NY

Country: USA Zip: 10017

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Commercial Bank Citizenship USA

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,013,085; 2,142,833; 2,948,809; 2,988,692

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Sunshine Bouquet; Sunshine Bouquet & Design; Sunshine Fresh Flowers; Forgetting Flowers?

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Inez M. Markovich, Esq.

Internal Address: Deeb, Petrakis, Blum & Murphy, P.C.

Street Address: 1601 Market Street, Suite 2600

City: Philadelphia

State: PA Zip: 19103

Phone Number: 215-563-0500

Fax Number: 215-563-5532

Email Address: imarkovich@fpdb.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1748
Expiration Date 01/09

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Inez M. Markovich
Signature

5/14/08
Date

Inez M. Markovich, Esq., Counsel to IDB Bank

Name of Person Signing

Total number of pages including cover sheet, attachments, and document; 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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ASSIGNMENTS DIV

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made this ____ day of April, 2008, by and between Sunshine Bouquet Company, a Florida corporation ("Debtor"), and Israel Discount Bank of New York d/b/a IDB Bank, a New York chartered banking institution ("Secured Party").

WHEREAS, Debtor is the owner of the certain U.S. trademark registrations listed on the attached Schedule A;

WHEREAS, Secured Party has extended a loan to Debtor pursuant to the terms and conditions of that certain Revolving Credit Note dated the date hereof ("Note") made by Debtor in favor of Secured Party;

WHEREAS, Debtor and Secured Party have entered into that certain Loan and Security Agreement dated the date hereof (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

WHEREAS, pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a lien and security interest in all General Intangibles of Debtor, including, without limitation, all of Debtor's right, title, and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtor's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Debtor's Obligations (as defined in the Note and Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor's right, title, and interest in, to, and under the following (all of the following items or types of Property being herein collectively referred to as the "Trademark Collateral") and the goodwill associated therewith, whether presently existing or hereafter created or acquired, as security for the prompt and complete performance when due of the Debtor's Obligations:

(1) each Trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule A annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, including, without limitation, each Trademark License listed in Schedule A annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application and Trademark License, including, without limitation, any Trademark, Trademark Registration and Trademark License referred to in Schedule A

annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule A annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration or Trademark Application.

1. OTHER SECURITY INTERESTS. The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and 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. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

2. RESTRICTIONS ON FUTURE AGREEMENTS. Debtor agrees that until all Obligations shall have been satisfied in full and the Security Agreement shall have been terminated, Debtor will not, without the Secured Party's prior written consent, enter into any agreement including, without limitation, any license agreement, which is inconsistent with Debtor's obligations under this Agreement if such action would reasonably be expected to materially adversely affect the fair market value of the Trademark Collateral or the benefits of this Agreement to the Secured Party, and Debtor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would materially adversely affect the validity or enforcement of the rights transferred to the Secured Party under this Agreement.

3. NEW TRADEMARKS. Debtor represents and warrants to the Secured Party that the Trademarks listed and the Trademark Licenses listed on Schedule A constitute all of the Trademarks now owned by or licensed to Debtor for which registrations have been issued or applied for in the United States Patent and Trademark Office. If, before the Obligations have been satisfied in full and the Security Agreement terminated, Debtor shall (i) obtain rights to any new trademarks, trademark registrations or applications or tradenames used in the United States or in any foreign country or (ii) become entitled to the benefit of any trademark application, trademark, trademark registration or tradename used in the United States or in any foreign country, the provisions above shall automatically apply thereto and Debtor shall give to the Secured Party prompt written notice thereof. Debtor hereby authorizes the Secured Party to modify this Agreement upon such written notice by amending Schedule A to include any future trademarks, trademark registrations, trademark applications, tradenames and license agreements which are Trademarks, as applicable.

4. SECURED PARTY NOT LIABLE. Secured Party assumes no obligations whatsoever with respect to the Trademark Collateral including, without limitations, any obligation to renew registrations of or defend the validity, enforceability or distinctiveness of the Trademark Collateral.

5. COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by

telecopy) and all of said counterparts, taken together, shall be deemed to constitute one and the same instrument.

6. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the successors and assigns of the Debtor and shall inure to the benefit of the Debtor, the Secured Party and their respective successors and assigns; provided that Debtor may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Secured Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement the day and year first above written.

WITNESS/ATTEST:

SUNSHINE BOUQUET COMPANY

By: [Signature]
Name: Aracno Shostom
Title: COO/Sec. Treas

By: [Signature]
Name: John David Simko
Title: President

ISRAEL DISCOUNT BANK OF NEW YORK

By: _____
Name: _____
Title: _____

STATE OF New Jersey :
COUNTY OF Middlesex : SS

On this, the 3rd day of April, 2008, before a Notary Public in and for the State and County aforesaid, personally appeared John David Simko, who acknowledged himself to be the President of Sunshine Bouquet Company, a Florida corporation, and that as such officer being authorized to do so, executed the foregoing Trademark Security Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires:

PATRICIA G. WRIGHT
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 8, 2009

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement the day and year first above written.

WITNESS/ATTEST:

SUNSHINE BOUQUET COMPANY

By: [Signature]
Name: Aracelis Houston
Title: collections

By: [Signature]
Name: John David Simko
Title: President

ISRAEL DISCOUNT BANK OF NEW YORK

By: [Signature]
Name: Biny Solomon
Title: VP

STATE OF New Jersey
COUNTY OF Middlesex

By: [Signature]
Name: Neal Landman
Title: VP

On this, the 3rd day of April, 2008, before a Notary Public in and for the State and County aforesaid, personally appeared John David Simko, who acknowledged himself to be the President of Sunshine Bouquet Company, a Florida corporation, and that as such officer being authorized to do so, executed the foregoing Trademark Security Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires:

PATRICIA G. WRIGHT
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 8, 2008

Schedule A
Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Sunshine Bouquet	2,013,085	March 10, 1998
Sunshine Bouquet & Design	2,142,833	March 10, 1998
Sunshine Fresh Flowers	2,948,809	May 10, 2005
Forgetting Flowers	2,988,692	August 30, 2005