

Form PTO-1594 (Rev. 08/08)  
OMB Collection 0651-0027 (exp. 8/31/2008)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):**

Florsts' Transworld Delivery, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: Michigan
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wells Fargo Bank, National Association, as Administrative Agent

Internal

Address: \_\_\_\_\_

Street Address: 333 South Grand Ave, 9th Floor

City: Los Angeles

State: California

Country: USA

Zip: 90071

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other National banking association Citizenship United States

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)

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

Execution Date(s) August 26, 2008

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

**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)

Additional sheet(s) attached?  Yes  No

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

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

Name: Chapman and Cutler LLP

Internal Address: Brian Coughlan

Street Address: 595 Market Street, 28th Floor

City: San Francisco

State: CA

Zip: 94105

Phone Number: (415) 278-9098

Fax Number: (415) 541-0506

Email Address: coughlan@chapman.com

**6. Total number of applications and registrations involved:**

108

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 2715.00**

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

**8. Payment Information:**

a. Credit Card Last 4 Numbers 1002  
Expiration Date 08/09

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

August 27, 2008

Date

Brian Coughlan

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:  12

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

OP \$2715.00 3265468

ADDENDUM TO RECORDATION FORM COVER SHEET: TRADEMARKS ONLY

1. Additional conveying party:

FTD.COM, Inc.  
a Delaware corporation

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<b>No.</b>	<b>Registrant (or last Registered Owner)</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
1.	Florists' Transworld Delivery, Inc.	MERCURY ADVANTAGE (and Design)	3265468	07/17/2007
2.	Florists' Transworld Delivery, Inc.	FLOWERS DIRECT	3232754	04/24/2007
3.	Florists' Transworld Delivery, Inc.	BUTTERFIELD BLOOMS	3216226	03/06/2007
4.	Florists' Transworld Delivery, Inc.	MERCURY TECHNOLOGY (and Design)	3122333	08/01/2006
5.	Florists' Transworld Delivery, Inc.	FTD MERCURY	3088277	05/02/2006
6.	Florists' Transworld Delivery, Inc.	FTD (and Design)	3006400	10/11/2005
7.	Florists' Transworld Delivery, Inc.	FTDI.COM (and Design)	2992853	09/06/2005
8.	Florists' Transworld Delivery, Inc.	MERCURY WINGS	2970872	07/19/2005
9.	Florists' Transworld Delivery, Inc.	WEBGIFTS	2962815	06/21/2005
10.	Florists' Transworld Delivery, Inc.	WEB GIFTS (and Design)	2959048	06/07/2005
11.	Florists' Transworld Delivery, Inc.	GIFTSense	2953675	05/17/2005
12.	Florists' Transworld Delivery, Inc.	ROSES WITH HUGS	2953583	05/17/2005
13.	Florists' Transworld Delivery, Inc.	TIMELESS TRIBUTE	2946070	05/03/2005
14.	Florists' Transworld Delivery, Inc.	1800FTDFLOWERS.COM	2933470	03/15/2005
15.	Florists' Transworld Delivery, Inc.	FTDI.COM	2845495	05/25/2004
16.	Florists' Transworld Delivery, Inc.	FTD COLLECTIONS	2813816	02/10/2004
17.	Florists' Transworld Delivery, Inc.	BASKET OF CHEER	2803066	01/06/2004
18.	Florists' Transworld Delivery, Inc.	TOUCH OF SPRING	2767362	09/23/2003
19.	Florists' Transworld Delivery, Inc.	FLOWERS ALL HOURS	2757371	08/26/2003
20.	Florists' Transworld Delivery, Inc.	FTD FLOWERS ALL HOURS	2754301	08/19/2003
21.	Florists' Transworld Delivery, Inc.	FTD MEMBER SERVICES (and Design)	2731148	07/01/2003
22.	Florists' Transworld Delivery, Inc.	FOL	2729940	06/24/2003
23.	Florists' Transworld Delivery, Inc.	FTD INTERNETLINK	2721035	06/03/2003
24.	Florists' Transworld Delivery, Inc.	FTDIMAIL	2713449	05/06/2003
25.	Florists' Transworld Delivery, Inc.	MERCURY ADVANTAGE	2712593	05/06/2003
26.	Florists' Transworld Delivery, Inc.	LASTING ROMANCE	2706666	04/15/2003
27.	Florists' Transworld Delivery, Inc.	NATIONAL FLORA	2699935	03/25/2003
28.	Florists' Transworld Delivery, Inc.	THE FTD CARNIVAL BOUQUET	2693319	03/04/2003
29.	Florists' Transworld Delivery, Inc.	THE FTD BELOVED BOUQUET	2693320	03/04/2003
30.	Florists' Transworld Delivery, Inc.	THE FTD MY ONE AND ONLY BOUQUET	2693321	03/04/2003
31.	Florists' Transworld Delivery, Inc.	ESPECIALLY FOR DAD	2674897	01/14/2003
32.	Florists' Transworld Delivery, Inc.	FTD (and Design)	2672801	01/07/2003

Schedule A-1

**TRADEMARK  
REEL: 003843 FRAME: 0966**

No.	Registrant (or last Registered Owner)	Trademark	Registration Number	Registration Date
33.	Florists' Transworld Delivery, Inc.	SWEETHEARTS	2669048	12/31/2002
34.	Florists' Transworld Delivery, Inc.	FOR ALL YOU DO	2669047	12/31/2002
35.	Florists' Transworld Delivery, Inc.	1-877-SENDVNS	2664996	12/24/2002
36.	Florists' Transworld Delivery, Inc.	FTD CONNECTIONS (and Design)	2664391	12/17/2002
37.	Florists' Transworld Delivery, Inc.	CANDY CANE LANE	2639412	10/22/2002
38.	Florists' Transworld Delivery, Inc.	FTD FLORIST'S BULLETIN BOARD	2581506	06/18/2002
39.	Florists' Transworld Delivery, Inc.	BEST BOSS	2568404	05/07/2002
40.	Florists' Transworld Delivery, Inc.	FTD IN BLOOM	2564436	04/23/2002
41.	Florists' Transworld Delivery, Inc.	AUTUMN SPLENDOR	2560342	04/09/2002
42.	Florists' Transworld Delivery, Inc.	INSPIRED LIVING FOR EVERYDAY	2541749	02/19/2002
43.	Florists' Transworld Delivery, Inc.	DIRECTORY SERVICES FTD (and Design)	2534819	01/29/2002
44.	Florists' Transworld Delivery, Inc.	MERCURYDIRECT (and Design)	2531418	01/22/2002
45.	Florists' Transworld Delivery, Inc.	WORLD CLASS BEARS BY FTD (and Design)	2529629	01/15/2002
46.	Florists' Transworld Delivery, Inc.	FTD EXCLUSIVES COLLECTION	2517377	12/11/2001
47.	Florists' Transworld Delivery, Inc.	MERCURY DIRECT	2494001	10/02/2001
48.	Florists' Transworld Delivery, Inc.	WORLD CLASS BEARS	2493692	09/25/2001
49.	Florists' Transworld Delivery, Inc.	INTERNATIONAL RETRANS BY FTD (and Design)	2493561	09/25/2001
50.	Florists' Transworld Delivery, Inc.	GIFT CREATIONS BY FTD (and Design)	2489400	09/11/2001
51.	Florists' Transworld Delivery, Inc.	FTD FRESHFLOWERS (and Design)	2478658	08/14/2001
52.	Florists' Transworld Delivery, Inc.	CASHFLO FTD (and Design)	2478657	08/14/2001
53.	Florists' Transworld Delivery, Inc.	FTD.COM (and Design)	2456393	05/29/2001
54.	Florists' Transworld Delivery, Inc.	BE A HERO	2454005	05/22/2001
55.	Florists' Transworld Delivery, Inc.	FTD.COM (and Design)	2450168	05/08/2001
56.	Florists' Transworld Delivery, Inc.	FTD FLOWERS AFTER HOURS (and Design)	2447791	05/01/2001
57.	Florists' Transworld Delivery, Inc.	MERCURY	2437785	03/27/2001
58.	Florists' Transworld Delivery, Inc.	FTD.COM	2403957	11/14/2000
59.	Florists' Transworld Delivery, Inc.	FTD	2385454	09/12/2000
60.	Florists' Transworld Delivery, Inc.	DOLLARS & SCENTS	2349091	05/09/2000
61.	Florists' Transworld Delivery, Inc.	MERCURY	2346281	05/02/2000
62.	Florists' Transworld Delivery, Inc.	BUNDLES OF JOY	2242418	05/04/1999
63.	Florists' Transworld Delivery, Inc.	FTD	2219418	01/19/1999
64.	Florists' Transworld Delivery, Inc.	HOLIDAY CELEBRATIONS	2179618	08/04/1998
65.	Florists' Transworld Delivery, Inc.	SWEET DREAMS	2173677	07/14/1998
66.	Florists' Transworld Delivery, Inc.	Design only	2173656	07/14/1998

Schedule A-2

**TRADEMARK**  
**REEL: 003843 FRAME: 0967**

No.	Registrant (or last Registered Owner)	Trademark	Registration Number	Registration Date
67.	Florists' Transworld Delivery, Inc.	SWEET DREAMS	2171870	07/07/1998
68.	Florists' Transworld Delivery, Inc.	FTD SUNBURST	2170061	06/30/1998
69.	Florists' Transworld Delivery, Inc.	ESPECIALLY FOR YOU	2168194	06/23/1998
70.	Florists' Transworld Delivery, Inc.	TEA FOR TWO	2162738	06/02/1998
71.	Florists' Transworld Delivery, Inc.	FTD (and Design)	2157241	05/12/1998
72.	Florists' Transworld Delivery, Inc.	SINCE 1910 FTD FLORISTS' TRANSWORLD DELIVERY (and Design)	2130968	01/20/1998
73.	Florists' Transworld Delivery, Inc.	GOOD NEIGHBOR DAY	2055537	04/22/1997
74.	Florists' Transworld Delivery, Inc.	SINCE 1910 FTD FLORISTS' TRANSWORLD DELIVERY (and Design)	2053519	04/15/1997
75.	Florists' Transworld Delivery, Inc.	SPRING GARDEN	2044937	03/11/1997
76.	Florists' Transworld Delivery, Inc.	LOVING THOUGHTS	1988401	07/23/1996
77.	Florists' Transworld Delivery, Inc.	SWEET SURPRISE	1888010	04/04/1995
78.	Florists' Transworld Delivery, Inc.	FUN IN THE SUN	1850397	08/16/1994
79.	Florists' Transworld Delivery, Inc.	1-800-SEND-FTD	1848732	08/09/1994
80.	Florists' Transworld Delivery, Inc.	THANKS A BUNCH	1823059	02/22/1994
81.	Florists' Transworld Delivery, Inc.	BOO-QUET	1754588	02/23/1993
82.	Florists' Transworld Delivery, Inc.	FLORISTS' TRANSWORLD DELIVERY FTD SINCE 1910 (and Design)	1729683	11/03/1992
83.	Florists' Transworld Delivery, Inc.	BIG HUG	1712040	09/01/1992
84.	Florists' Transworld Delivery, Inc.	FLOWERS AFTER HOURS	1693488	06/09/1992
85.	Florists' Transworld Delivery, Inc.	FTD MARKETPLACE (and Design)	1679759	03/17/1992
86.	Florists' Transworld Delivery, Inc.	Design only	1602751	06/19/1990
87.	Florists' Transworld Delivery, Inc.	CHICKEN SOUP	1601243	06/12/1990
88.	Florists' Transworld Delivery, Inc.	FTD	1576429	01/09/1990
89.	Florists' Transworld Delivery, Inc.	FLORISTS' TRANSWORLD DELIVERY	1523748	02/07/1989
90.	Florists' Transworld Delivery, Inc.	ESPECIALLY FOR YOU!	1507234	10/04/1988
91.	Florists' Transworld Delivery, Inc.	FTD FAMILY	1503884	09/13/1988
92.	Florists' Transworld Delivery, Inc.	MERCURY	1503001	09/06/1988
93.	Florists' Transworld Delivery, Inc.	FLORIST	1486082	04/26/1988
94.	Florists' Transworld Delivery, Inc.	PERFECT PRESCRIPTION	1479854	03/08/1988
95.	Florists' Transworld Delivery, Inc.	RETRANS	1269424	03/06/1984
96.	Florists' Transworld Delivery, Inc.	FTD (and Design)	1231300	03/15/1983
97.	Florists' Transworld Delivery, Inc.	FTD (and Design)	1226443	02/08/1983
98.	Florists' Transworld Delivery, Inc.	BIG HUG	1147784	02/24/1981
99.	Florists' Transworld Delivery, Inc.	Design only	1142116	12/02/1980
100.	Florists' Transworld Delivery, Inc.	MERCURY NETWORK	1116187	04/03/1979

Schedule A-3

**TRADEMARK**  
**REEL: 003843 FRAME: 0968**

<b>No.</b>	<b>Registrant (or last Registered Owner)</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
101.	Florists' Transworld Delivery, Inc.	FTD	1108614	12/12/1978
102.	Florists' Transworld Delivery, Inc.	BIRTHDAY PARTY	1040212	05/25/1976
103.	Florists' Transworld Delivery, Inc.	REMEMBRANCE BOUQUET	1011660	05/27/1975
104.	Florists' Transworld Delivery, Inc.	FTD	0844748	02/20/1968
105.	Florists' Transworld Delivery, Inc.	FTD (and Design)	0821318	12/27/1966

No.	Registrant (or last Registered Owner)	Trademark	Registration Number	Registration Date
1.	FTD.COM, Inc.	FLOWERS USA	2962760	06/21/2005
2.	FTD.COM, Inc.	FLOWERS U S A (and Design)	2619889	09/17/2002
3.	FTD.COM, Inc.	FLOWERS DIRECT	1779145	06/29/1993

Schedule A-5

TRADEMARK  
REEL: 003843 FRAME: 0970

## GRANT OF TRADEMARK SECURITY INTEREST

This **GRANT OF TRADEMARK SECURITY INTEREST** ("**Grant**"), dated August 26, 2008 is by and among, Florists' Transworld Delivery, Inc., a Michigan corporation, and FTD.COM, Inc., a Delaware corporation, each located at 3113 Woodcreek Drive, Downers Grove, DuPage County, Illinois 60515 (each, a "**Grantor**" and, together, "**Grantors**"), and Wells Fargo Bank, National Association, a national banking association located at 333 South Grand Avenue, 9th Floor, Los Angeles, California 90071, as sole lead arranger, sole book manager and administrative agent for Lenders (in such capacity, "**Administrative Agent**," and referred to herein as "**Secured Party**"). Each capitalized term utilized in this Grant that is not defined in the Security Agreement, the Credit Agreement or in this Grant, but that is defined in the UCC shall have the meaning set forth in Articles 1, 8 or 9 of the UCC.

**WHEREAS**, each 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);

**WHEREAS**, UNOLA Corp., a Delaware corporation (and following the Merger, FTD Group, Inc., a Delaware corporation, collectively, the "**Company**"), has entered into a Credit Agreement dated as of August 4, 2008 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented, amended and restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions party thereto from time to time (each individually referred to herein as a "**Lender**" and collectively as "**Lenders**") and Secured Party 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;

**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**");

**WHEREAS**, Grantors have executed and delivered that certain Guaranty dated as of August 26, 2008 (said Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented, amended and restated 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 August 26, 2008 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented, amended and restated or otherwise modified from time



to time, being the "**Security Agreement**"), among Grantors, Secured Party and the other grantors named therein, Grantors have 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 Grantors to Secured Party pursuant to the Security Agreement, each Grantor hereby grants to Secured Party a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

- (i) all trademarks, service marks, designs, logos, indicia, trade names, 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 connected with the use of and symbolized by the Trademarks; and
- (ii) all Proceeds and Accessions with respect any of the foregoing Trademark Collateral.

Notwithstanding anything herein to the contrary, in no event shall the term "Trademark Collateral" include, and no Grantor shall be deemed to have granted a security interest in, any such Grantor's rights or interests in or under, (a) any license, contract, permit, Instrument, Security or General Intangible to which such Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract, permit, Instrument, Security or General Intangible, result in a breach of the terms of, or constitute a default under, such license, contract, permit, Instrument, Security or General Intangible (other than to the extent that any (including the Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision the term "Trademark Collateral" shall include, and such 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, (b) any property or asset owned or hereafter acquired by any Grantor that is subject to a Lien permitted to be incurred pursuant to the Credit Agreement to the extent that the documents evidencing such Lien prohibit the grant of a security interest in or Lien on such property or asset; provided that, upon such property or asset no longer being subject to such Lien or prohibition, such property or asset shall (without any act or delivery by any Person) constitute Trademark Collateral hereunder, or (c) any United States intent-to-use trademark or service mark application to the extent that, and solely during the period prior to the filing of evidence of use of

such trademark or service mark, the grant of the security interest therein would invalidate such intent-to-use trademark or service mark application under Federal law.

Each Grantor does hereby further acknowledge and affirm that the rights 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.

THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR TRADEMARK COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR TRADEMARK COLLATERAL.

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**IN WITNESS WHEREOF**, Each Grantor has caused this **GRANT OF TRADEMARK SECURITY INTEREST** to be duly executed and delivered by its officer thereunto duly authorized as of the 26th day of August, 2008.

**FLORISTS' TRANSWORLD DELIVERY, INC.**

By: Becky Sheehan  
Name: Becky A. Sheehan  
Title: Chief Financial Officer

**FTD.COM INC.**

By: Becky Sheehan  
Name: Becky A. Sheehan  
Title: Chief Financial Officer

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3578663

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Trademark Grant