

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fannie May Confections, Inc.		08/28/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1770031	FANNIE FARMER
Registration Number:	1392552	FANNY FARMER
Registration Number:	0126844	FANNY FARMER
Registration Number:	0578907	FANNY FARMER
Registration Number:	0904804	FANNY FARMER
Registration Number:	0905819	FANNY FARMER
Registration Number:	1393461	FANNY FARMER
Registration Number:	2121790	FANNIE MAY
Registration Number:	1407863	FANNIE MAY KITCHEN FRESH CANDIES
Registration Number:	1758566	PECAN DIXIES
Registration Number:	0593071	PIXIES
Registration Number:	1816447	SWEET PERSUASION
Registration Number:	1607576	TRINIDAD
Registration Number:	1400579	TRINIDADS

OP \$440.00 1770031

Registration Number:	3193615	FANNIE MAY
Registration Number:	2221712	DEBUTANTES
Registration Number:	0998022	FF

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1422
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	10/03/2008

Total Attachments: 5
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of August 28, 2008 is made by Fannie May Confections, Inc., a Delaware corporation, located at 8550 West Bryn Mawr Avenue, Suite 550, Chicago, IL 60631 (the “Obligor”), in favor of JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Amended and Restated Credit Agreement, dated as of August 28, 2008 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among 1-800-Flowers.com, Inc., a Delaware corporation and parent of Obligor (“Borrower”), the Lenders and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered an Amended and Restated Security Agreement, dated as of August 28, 2008, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in and to all of the Obligor's right, title and interest in, to and under the Trademarks and Trademark licenses listed on Schedule A hereto (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations. Notwithstanding the foregoing, the Collateral does not and shall not include any Trademark that would be rendered invalid, abandoned, void or unenforceable by reason of it being included as part of the Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FANNIE MAY CONFECTIONS, INC.

By: H. Gallagher
Name: Gerard M Gallagher
Title: Corp Secy
Date: 8/28/08

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

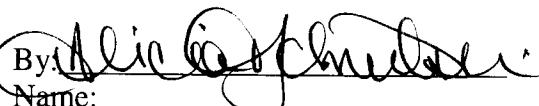
By: _____
Name:
Title:
Date:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FANNIE MAY CONFECTIONS, INC.

By: _____
Name:
Title:
Date:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: 
Name:
Title: **ALICIA T. SCHREIBSTEIN**
VICE PRESIDENT
Date: *Sept. 23, 2008*

SCHEDULE A

U.S. Trademark Registrations and Applications

Title	App./Reg. No.
FANNIE FARMER	1,770,031
FANNIE FARMER AND DESIGN	1,392,552
FANNY FARMER	126,844
FANNY FARMER	578,907
FANNY FARMER AND DESIGN	904,804
FANNY FARMER	905,819
FANNY FARMER	1,393,461
FANNIE MAY	2,121,790
FANNIE MAY KITCHEN FRESH CANDIES	1,407,863
PECAN DIXIES	1,758,566
PIXIES	593,071
SWEET PERSUASION	1,816,447
TRINIDAD	1,607,576
TRINIDADS	1,400,579
FANNIE MAY	3,193,615
DEBUTANTES	2,221,712
FF	998,022