

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
1-800-Flowers.com, Inc.		06/29/2009	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: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	77633034	CAMPAIGN TO REFOREST AMERICA
Serial Number:	77592003	CELEBRATE...DELICIOUSLY!
Serial Number:	77586127	FAIRY FINDS GAME
Serial Number:	77606478	FRESH REWARDS
Serial Number:	77610740	GIDDYUP AND GO
Registration Number:	3583370	HEART-TO-HEARTS
Registration Number:	3580478	IMAGINE MY PLACE
Registration Number:	2014298	1-800-FLOWERS
Registration Number:	2001757	1-800-GIFTHOUSE
Registration Number:	2401093	GREAT FOOD ONLINE
Registration Number:	2367258	GREATFOOD.COM

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900137532

**TRADEMARK
 REEL: 004013 FRAME: 0754**

OP \$290.00 77633034

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:	06/30/2009
-------	------------

Total Attachments: 5 source=1800FINC#page1.tif source=1800FINC#page2.tif source=1800FINC#page3.tif source=1800FINC#page4.tif source=1800FINC#page5.tif

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of June 24, 2009 is made by 1-800-Flowers.com, Inc., a Delaware corporation, located at One Old Country Road, Suite 500, Carle Place, NY 11514 (the “Borrower”), 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 the 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 Borrower 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 Borrower 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 Borrower 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 Borrower hereby pledges and grants a continuing security interest in and to all of the Borrower's right, title and interest in, to and under the Trademarks 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.

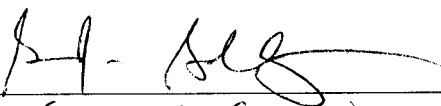
SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security 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 Borrower 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.

1-800-FLOWERS.COM, INC.

By: 
Name: Gerald M. Caulaghan
Title: Corp Secy
Date:

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.

1-800-FLOWERS.COM, INC.

By: _____
Name:
Title:
Date:

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

By: 
Name: **ALICIA T. SCHREIBSTEIN**
Title: **VICE PRESIDENT**
Date:

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark Title	App./Reg. No.
CAMPAIGN TO REFOREST AMERICA	# 77/633,034
CELEBRATE...DELICIOUSLY!	# 77/592,003
FAIRY FINDS GAME	# 77/586,127
FRESH REWARDS AND DESIGN	# 77/606,478
GIDDYUP AND GO	# 77/610,740
HEART-TO-HEARTS	# 3,583,370
IMAGINE MY PLACE	# 3,580,478
1-800-FLOWERS AND DESIGN	# 2,014,298
1-800-GIFTHOUSE	# 2,001,757
GREAT FOOD ONLINE	# 2,401,093
GREATFOOD.COM	# 2,367,258