

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
1-800-Flowers.com, Inc.		01/25/2010	CORPORATION: DELAWARE
The Plow & Hearth, Inc.		01/25/2010	CORPORATION: VIRGINIA
The Plow & Hearth I, LLC		01/25/2010	LIMITED LIABILITY COMPANY: VIRGINIA
The Children's Group, Inc.		01/25/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PH International, LLC
Street Address:	5915 Midlothian Turnpike
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23225
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Serial Number:	75562222	AMERICAN COUNTRY HOME
Serial Number:	77633034	CAMPAIGN TO REFOREST AMERICA
Serial Number:	76636657	CUSHION FINDER
Serial Number:	75853801	GARDENWORKS
Serial Number:	76584621	HEARTH HEADQUARTERS
Serial Number:	76317021	HEARTHSOURCE
Serial Number:	77305962	PLANTING TWO FOR ONE
Serial Number:	74221030	PLOW & HEARTH
Serial Number:	76631907	ADVENTURERS'
Serial Number:	77380372	CONNECTAGONS
Serial Number:	77586127	FAIRY FINDS GAME

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Serial Number:	74319555	FINGERMAJIG
Serial Number:	77610740	GIDDYUP AND GO
Serial Number:	75741273	HALFPENNY
Serial Number:	76508497	HAPPYVILLE BLOCKS
Serial Number:	76575906	HAPPYVILLAGERS
Serial Number:	73641997	HEARTHSONG
Serial Number:	73641939	HEARTHSONG
Serial Number:	75822453	HEARTHSONG
Serial Number:	77563167	HEART-TO-HEARTS
Serial Number:	77418509	HS ACTIVE
Serial Number:	77570670	IMAGINE MY PLACE
Serial Number:	76631908	JUNGLE BEASTIES
Serial Number:	76631903	LUCKY HORSESHOE
Serial Number:	78907887	MAGNUTS
Serial Number:	78918809	MAGNUTS
Serial Number:	74601400	MAKING SCENTS
Serial Number:	74233391	TOYS YOU'LL FEEL GOOD ABOUT GIVING
Serial Number:	74319479	TUMBLING GNOMES
Serial Number:	75833874	WWW.HEARTHSONG.COM
Serial Number:	75393401	WIND & WONDER
Serial Number:	76578278	CHILDHOOD'S PUREST TREASURES
Serial Number:	76389594	MAGIC CABIN
Serial Number:	75114381	MAGIC CABIN DOLLS
Serial Number:	76578277	MAGIC CABIN FAIRIES
Serial Number:	76468967	PRACTICAL SOLUTIONS FOR EVERYDAY LIVING
Serial Number:	76468965	PROBLEM SOLVERS
Serial Number:	76160556	WIND & WEATHER
Serial Number:	76160056	

CORRESPONDENCE DATA

Fax Number: (312)456-8435
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-456-8400
Email: munozg@gtlaw.com
Correspondent Name: Howard E. Silverman
Address Line 1: 77 W. Wacker Drive
Address Line 2: Greenberg Traurig, LLP - Suite 3100

TRADEMARK
REEL: 004153 FRAME: 0494

Address Line 4: Chicago, ILLINOIS 60601-1732

ATTORNEY DOCKET NUMBER: 122809.010100

NAME OF SUBMITTER: Howard E. Silverman

Signature: /Howard E. Silverman/

Date: 02/22/2010

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment is delivered as of January 25, 2010, pursuant to, and is subject to all of, the terms and conditions of that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of December 4, 2009, by and among PH International, LLC, a Delaware limited liability company ("Assignee"), 1-800-Flowers.com, Inc., a Delaware corporation ("Parent"), The Plow & Hearth, Inc., a Virginia corporation ("P&H"), The Plow & Hearth I, LLC, a Virginia limited liability company ("PHLLC"), and The Children's Group, Inc., a Delaware corporation ("CG" and together with Parent, P&H and PHLLC, collectively, the "Assignors" and each an "Assignor"), pursuant to which the Assignors have agreed to sell the Assets (as defined in the Purchase Agreement) to Assignee. Capitalized terms, unless otherwise defined herein, shall have the meanings assigned to them in the Purchase Agreement.

WHEREAS, pursuant and subject to the terms of the Purchase Agreement, each Assignor has agreed to sell, transfer and assign such Assignor's entire right, title, interest and goodwill in and to the trademarks/service marks identified on the attached Exhibit A belonging to such Assignor (collectively, the "Trademarks").

WHEREAS, in order to effectuate each Assignor's assignment to Assignee of its entire rights, title and interests in and to such Assignor's Trademarks, each Assignor is executing this instrument of assignment.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged:

1. Each Assignor hereby assigns, transfers and conveys to Assignee, each Assignor's entire worldwide right, title and interest in and to, including, without limitation, any and all common law rights thereto, as well as the goodwill of the business symbolized by, such Assignor's Trademarks.
2. Together with such Assignor's worldwide right, title and interest in and to each of such Assignor's Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Trademark Assignment, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and/or registration of the Trademarks.
3. Each Assignor hereby covenants and warrants that, with respect to each Trademark of such Assignor, it has the full right to convey the above-described right, title, interest and goodwill by this instrument, free of any encumbrances. Each Assignor further covenants and warrants that no other agreement has been or will be executed in conflict herewith. To the extent that any provision of this Trademark Assignment is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control.
4. In accordance with and subject to Section 5.12 of the Purchase Agreement, each Assignor agrees to perform all affirmative acts which may be reasonably requested by Assignee to perfect the above-described transfer of rights, or to secure registration before the United States Patent and

Trademark Office or any foreign office, as well as to cooperate reasonably with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks.

5. Each Assignor further authorizes the Commissioner of Patents and Trademarks of the United States and the appropriate official in any other country, to issue any and all trademark registrations, amended registrations and/or renewals that may be granted upon any application or petition for same, to Assignee, and/or Assignee's successors and/or assigns.

6. Each Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

[Signature page immediately follows]

Signature page to Trademark Assignment

IN WITNESS WHEREOF, each Assignor has executed this Trademark Assignment as of the day and year first set forth above.

1-800-FLOWERS.COM, INC.,
a Delaware corporation

By: [Signature]
Name: GERARD M GALLAGHER
Its: CORP SECY

THE PLOW & HEARTH, INC.,
a Virginia corporation

By: [Signature]
Name: GERARD M GALLAGHER
Its: CORPORATE SECRETARY

THE PLOW & HEARTH I, LLC,
a Virginia limited liability company

By: [Signature]
Name: GERARD M GALLAGHER, for THE PLOW & HEARTH,
Its: SOLE MEMBER

THE CHILDREN'S GROUP, INC.,
a Delaware corporation

By: [Signature]
Name: GERARD M GALLAGHER
Its: CORPORATE SECRETARY

Signature page to Trademark Assignment

EXHIBIT A
TRADEMARKS

Mark	Appn. No.	Filing Date	Reg. No.	Reg. Date	Country
AMERICAN COUNTRY HOME	75/562,222	9/30/1998	2,401,063	10/31/2000	U.S.A.
CAMPAIGN TO REFOREST AMERICA	77/633,034	12/15/2008	3,652,870	7/7/2009	U.S.A.
CUSHION FINDER	76/636,637	4/22/2005	3,080,948	4/11/2006	U.S.A.
GARDENWORKS	75/853,801	11/17/1999	2,483,564	8/28/2001	U.S.A.
HEARTH HEADQUARTERS	76/584,621	3/25/2004	3,060,756	2/21/2006	U.S.A.
HEARTHSOURCE	76/317,021	9/19/2001	2,776,979	10/21/2003	U.S.A.
PLANTING TWO FOR ONE	77/305,962	10/17/2007	3,487,661	8/19/2008	U.S.A.
FLOW & HEARTH	74/221,030	11/13/1991	1,733,807	11/17/1992	U.S.A.
ADVENTURERS'	76/631,907	2/22/2005	3,151,429	10/3/2006	U.S.A.
CONNECTAGONS	77/380,372	1/25/2008	3,495,441	9/2/2008	U.S.A.
FAIRY FINDS GAME	77/586,127	10/6/2008	3,634,454	6/9/2009	U.S.A.
FINGERMAJIG	74/319,555	9/30/1992	1,768,774	5/4/1993	U.S.A.
GIDDYUP AND GO	77/610,740	11/10/2008	3,619,392	5/12/2009	U.S.A.
HALFPENNY	75/741,273	7/1/1999	2,372,628	8/1/2000	U.S.A.
HAPPYVILLE BLOCKS	76/508,497	4/15/2003	2,816,836	2/24/2004	U.S.A.
HAPPYVILLAGERS	76/575,906	2/10/2004	2,930,357	3/8/2005	U.S.A.

Exhibit A to Trademark Assignment

HEARTHSONG	73/641,997	1/29/1987	1,455,274	9/1/1987	U.S.A.
HEARTHSONG	73/641,939	1/29/1987	1,460,401	10/6/1987	U.S.A.
HEARTHSONG (STYLIZED)	75/822,453	10/14/1999	2,442,195	4/10/2001	U.S.A.
HEART-TO-HEARTS	77/563,167	9/5/2008	3,583,370	3/3/2009	U.S.A.
HS ACTIVE	77/418,509	3/11/2008	PFO 7/7/09 Notice of Allowance (NOA) is- sued 9/9/09. Statement of Use due by 3/29/10.	Pending	U.S.A.
IMAGINE MY PLACE	77/570,670	9/16/2008	3,580,478	2/24/2009	U.S.A.
JUNGLE BEASTIES	76/631,908	2/22/2005	3,152,318	10/3/2006	U.S.A.
LUCKY HORSESHOE	76/631,903	2/22/2005	3,169,248	11/7/2006	U.S.A.
MAGNUTS	78/907,887	6/14/2006	3,312,323	10/16/2007	U.S.A.
MAGNUTS (W/ STYLIZED "U")	78/918,809	6/28/2006	3,317,994	10/23/2007	U.S.A.
MAKING SCENTS	74/601,400	11/21/1994	2,037,576	2/11/1997	U.S.A.
TOYS YOU'LL FEEL GOOD ABOUT GIVING	74/233,391	12/23/1991	1,714,548	9/8/1992	U.S.A.
TUMBLING GNOMES	74/319,479	9/30/1992	1,810,889	12/14/1993	U.S.A.
<u>WWW.HEARTHSONG.COM</u>	75/833,874	10/28/1999	2,442,235	4/10/2001	U.S.A.
WIND & WONDER	75/393,401	11/20/1997	2,236,301	3/30/1999	U.S.A.
CHILDHOOD'S PUREST TREASURES	76/578,278	2/27/2004	3,033,508	12/27/2005	U.S.A.

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MAGIC CABIN	76/389,594	3/20/2002	2,780,434	11/4/2003	U.S.A.
MAGIC CABIN DOLLS	75/114,381	6/3/1996	2,052,763	4/15/1997	U.S.A.
MAGIC CABIN FAIRIES	76/578,277	2/27/2004	2,959,197	6/7/2005	U.S.A.
PRACTICAL SOLUTIONS FOR EVERYDAY LIVING	76/468,967	9/3/2002	2,771,406	10/7/2003	U.S.A.
PROBLEM SOLVERS	76/468,965	9/3/2002	2,781,644	11/11/2003	U.S.A.
WIND & WEATHER	76/160,556	11/6/2000	2,676,351	1/21/2003	U.S.A.
WIND BLOWING DESIGN (Wooshman Design)	76/160,056	11/6/2000	2,630,268	10/8/2002	U.S.A.
WIND & WEATHER	002,215,002	3/12/2003	002,215,002	3/12/2003	CTM
WIND BLOWING DESIGN (Wooshman Design)	002,219,582	5/3/2001	002,219,582	11/25/2002	CTM
WIND & WEATHER	2001-40971	5/7/2001	4676837	5/30/2003	Japan
WIND BLOWING DESIGN (Wooshman Design)	2001-40970	5/7/2001	4676836	5/30/2003	Japan

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