

# 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.		04/16/2010	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: 17			
Property Type	Number	Word Mark	
Registration Number:	2221712	DEBUTANTES	
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:	3193615	FANNIE MAY	
Registration Number:	2121790	FANNIE MAY	
Registration Number:	1407863	FANNIE MAY KITCHEN FRESH CANDIES	
Registration Number:	0998022	FF	
Registration Number:	1758566	PECAN DIXIES	
Registration Number:	0593071	PIXIES	

OP \$440.00 2221712

900162914

TRADEMARK  
 REEL: 004211 FRAME: 0856

Registration Number:	1816447	SWEET PERSUASION
Registration Number:	1607576	TRINIDAD
Registration Number:	1400579	TRINIDADS

#### 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:	05/24/2010

#### Total Attachments: 8

source=FMayCT510#page1.tif

source=FMayCT510#page2.tif

source=FMayCT510#page3.tif

source=FMayCT510#page4.tif

source=FMayCT510#page5.tif

source=FMayCT510#page6.tif

source=FMayCT510#page7.tif

source=FMayCT510#page8.tif

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 16, 2010 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., as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Second Amended and Restated Credit Agreement, dated as of April 16, 2010 (as modified and supplemented and in effect from time to time, the "Credit Agreement"), among 1-800-Flowers.com, Inc., a Delaware corporation and parent of Obligor ("Borrower"), each of the other grantors party thereto, the Lenders, and the Agent, and parties to the Amended and Restated Credit Agreement, dated as of August 28, 2008 (as amended, the "Existing Credit Agreement"), among Borrower, the Existing 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 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 a Security Agreement, dated as of April 16, 2010, 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 all of the Obligor'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 its 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.

*(Remainder of the page intentionally left blank)*

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: [Signature]  
Name: Gerard McLaughlin  
Title: Chief of Staff  
Date: 4/15/10

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


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[Signature Page to Grant of Security Interest in Trademark Rights]

ACKNOWLEDGMENT OF OBLIGOR

STATE OF )  
 ) ss  
COUNTY OF )

On the 15<sup>th</sup> day of April, 2010, before me personally came Gerard M. Gallagher, who is personally known to me to be the Corporate Secretary of FANNIE MAY CONNECTIONS, INC., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Corporate Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

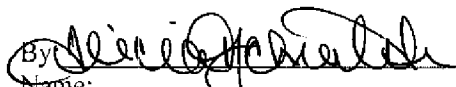
  
Notary Public  
COLLEEN M. KEARNEY  
Notary Public, State of New York  
No. 02KE6202774  
Qualified in Nassau County  
Commission Expires March 23, 2013  
(PLACE STAMP AND SEAL ABOVE)

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:

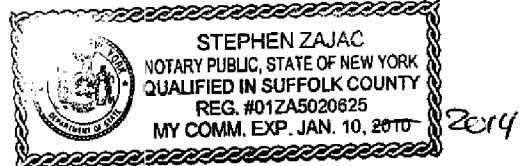
JPMORGAN CHASE BANK, N.A., as Administrative Agent for the Lenders

By:   
Name: ALICIA T. SCHREIBSTEIN  
Title: VICE PRESIDENT  
Date: APR 11 15, 2010

[Signature Page to Grant of Security Interest in Trademark Rights]

STATE OF **New York** )  
 ) ss  
COUNTY OF **Suffolk** )

Steph Zep  
Notary Public





## Schedule A

## U.S. Trademark Registrations and Applications

Mark	Serial No./ Reg. No.
DEBUTANTES (329-888)	75/435,412 2,221,712
FANNIE FARMER (329-890)	74/313,011 1,770,031
FANNY FARMER (& DESIGN) (329-891)	73/559,118 1,392,552
FANNY FARMER (STYLIZED) (329-895)	71/116,028 126,844
FANNY FARMER (STYLIZED) (329-894)	71/640,676 578,907
FANNY FARMER (STYLIZED) (AND DESIGN) (329-892)	72/327,249 904,804
FANNY FARMER (STYLIZED) (329-893)	72/327,188 905,819
FANNY FARMER (STYLIZED) (329-896)	73/558,488 1,393,461
FANNIE MAY (STYLIZED) (329-925)	78/825,713 3,193,615
FANNIE MAY (STYLIZED) (329-898)	75/231,420 2,121,790

FANNY MAY KITCHEN FRESH CANDIES (329-901)	73/560,398 1,407,863
FF (STYLIZED) (329-902)	73/003,627 998,022
PECAN DIXIES (329-907)	74/246,931 1,758,566
PIXIES (STYLIZED) (329-909)	71/620,600 593,071
SWEET PERSUASION (329-910)	74/301,498 1,816,447
TRINIDAD (329-911)	73/828,253 1,607,576
TRINIDADS (329-912)	73/552,664 1,400,579