

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Harry London Candies, Inc. | | 04/16/2010 | COMPANY: OHIO |
| 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: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1918956 | COOKIE JOYS | |
| Registration Number: | 1823041 | HARRY LONDON | |
| Registration Number: | 1309265 | PRETZEL JOYS | |
| Registration Number: | 2117089 | TRUFFLE FONDUE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)455-2502 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| 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 | | |

OP \$115.00 1918956

900162920

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| Signature: | /m/ |
| Date: | 05/24/2010 |
| Total Attachments: 7 source=HLonT510#page1.tif source=HLonT510#page2.tif source=HLonT510#page3.tif source=HLonT510#page4.tif source=HLonT510#page5.tif source=HLonT510#page6.tif source=HLonT510#page7.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 HARRY LONDON CANDIES, INC., an Ohio company, located at 5353 Lauby Road, North Canton, OH 44720 (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.

WITNESSETH:

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.

HARRY LONDON CANDIES, INC.

By: H. Long
Name: Gerard M. Long
Title: Long
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 15th day of April, 2010, before me personally came Gerard McGalley, who is personally known to me to be the Corporate Secretary of HARRY LONDON CANDIES, INC., an Ohio company; who, being duly sworn, did depose and say that she/he is the Corporate Secretary in such company, the company 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 company; and that she/he acknowledged said instrument to be the free act and deed of said company.



Notary Public, State of New York
No. 02KE0202774
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.

HARRY LONDON CANDIES, INC.

By: _____
Name:
Title:
Date:

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

By: 
Name: ALICIA T. SCHREIBERSTEIN
Title: VICE PRESIDENT
Date: April 15, 2010

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

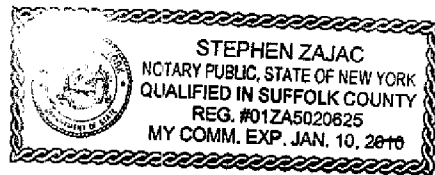
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ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

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

On the 15th day of April, 2010, before me personally came Alicia Schreiberstein, who is personally known to me to be the Vice President of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Vice President in such national banking association, the national banking association 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 national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

Stephen Zajac
 Notary Public



2014

Schedule A

U.S. Trademark Registrations and Applications

| Mark | Serial No./ Reg. No. |
|-----------------------------|---------------------------------|
| COOKIE JOYS (329-920) | 74/388,284 1,918,956 |
| HARRY LONDON (329-913) | 74/390,070 1,823,041 |
| PRETZEL JOYS (329-916) | 73/457,504 1,309,265 |
| TRUFFLE FONDUE (329-918) | 75/119,541 2,117,089 |