

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
Cheryl & Co.		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: 5			
Property Type	Number	Word Mark	
Registration Number:	2665226	CHERYL&CO.	
Registration Number:	1578024	CHERYL&CO.	
Registration Number:	1337014	CHERYL'S COOKIES	
Registration Number:	2761719	COOKIES FOR A'S	
Registration Number:	2710433	GOURMET CLASSICS	
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		

OP \$140.00 2665226

900162900

**TRADEMARK
 REEL: 004212 FRAME: 0089**

NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	05/24/2010
Total Attachments: 7 source=ChCoT510#page1.tif source=ChCoT510#page2.tif source=ChCoT510#page3.tif source=ChCoT510#page4.tif source=ChCoT510#page5.tif source=ChCoT510#page6.tif source=ChCoT510#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 CHERYL & CO., an Ohio company, located at 646 McCorkle Boulevard, Westerville, OH 43082 (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

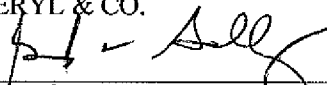
are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms 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.

CHERYL & CO.

By: 
Name: Gerald M Gallo
Title: Comp. Secy
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 day of April, 2010, before me personally came Gerard M Gallegos who is personally known to me to be the Corporate Secretary of CHERYL & CO., 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.



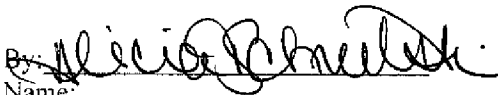
 Notary ~~Colleen M.~~ KEARNEY
 Notary Public, State of New York
 No. 02KE6202774
 Qualified in Nassau County
 Commission Expires March 23, 2013
 (PLACE STAMP AND SEAL ABOVE)

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.

CHERYL & CO.

By: _____
Name:
Title:
Date:

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

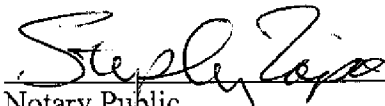
By: 
Name: **ALICIA T. SCHREIBSTEIN**
Title: **VICE PRESIDENT**
Date: **April 15, 2010**

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

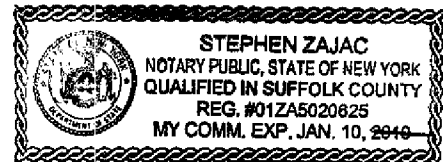
ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

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.



Notary Public



2014

Schedule A

U.S. Trademark Registrations and Applications

Mark	Serial No./ Reg. No.
CHERYL&CO. (329-781)	76/094,731 2,665,226
CHERYL&CO. (& DESIGN) (329-780)	73/750,817 1,578,024
CHERYL'S COOKIES (329-779)	73/457,921 1,337,014
COOKIES FOR A'S (329-787)	78/121,027 2,761,719
GOURMET CLASSICS (329-782)	76/094,733 2,710,433