

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Plow & Hearth, Inc.		01/25/2010	CORPORATION: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PH International, LLC		
<b>Street Address:</b>	7021 Wolftown-Hood Road		
<b>City:</b>	Madison		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22727		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2401063	AMERICAN COUNTRY HOME	
Registration Number:	1733807	PLOW & HEARTH	
Registration Number:	2676351	WIND & WEATHER	
Registration Number:	2630268		
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(516)431-1127		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	516-431-1177		
Email:	tmgalgano@rcn.com		
Correspondent Name:	Thomas M. Galgano		
Address Line 1:	20 W. Park Avenue		
Address Line 2:	Suite 204		
Address Line 4:	Long Beach, NEW YORK 11561		
ATTORNEY DOCKET NUMBER:	3098-64		
NAME OF SUBMITTER:	Thomas M. Galgano		

OP \$1115.00 2401063

**900169263**

**TRADEMARK**  
**REEL: 004259 FRAME: 0863**

Signature:	/tmg/
Date:	08/12/2010
Total Attachments: 6 source=TMassignment#page1.tif source=TMassignment#page2.tif source=TMassignment#page3.tif source=TMassignment#page4.tif source=TMassignment#page5.tif source=TMassignment#page6.tif	

**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*

*Execution Version*

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: H. Sely  
Name: GERARD M GALLAGHER  
Its: CORP SELY

THE PLOW & HEARTH, INC.,  
a Virginia corporation

By: H. Sely  
Name: GERARD M GALLAGHER  
Its: CORP SELY

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

By: H. Sely  
Name: GERARD M GALLAGHER  
Its: CORP SELY

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

By: H. Sely  
Name: GERARD M GALLAGHER  
Its: CORP SELY

*Signature page to Trademark Assignment*

EXHIBIT A  
TRADEMARKS

Mark	App. 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	76/636,657	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.
PLOW & 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*

**Execution Version**

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	Pending	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.
WWW.HEARTHSONG.COM	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.
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.

*Signature page to Trademark Assignment*

**Execution Version**

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			CTM
WIND BLOWING DESIGN (Wooshman Design)	002,219,582	11/25/2002			CTM
WIND & WEATHER	4676837	5/30/2003			Japan
WIND BLOWING DESIGN (Wooshman Design)	4676836	5/30/2003			Japan

*Signature page to Trademark Assignment*