

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
HARRY AND DAVID		09/13/2011	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	ALLY COMMERCIAL FINANCE LLC, as Collateral Agent
Street Address:	1185 Avenue of the Americas, 2nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 87

Property Type	Number	Word Mark
Registration Number:	2540387	ALL THE BEST FOR GIFTS OR GUESTS
Registration Number:	2432069	ALWAYS APPROPRIATE, ALWAYS APPRECIATED
Registration Number:	2934459	AMERICA'S FAVORITE BUSINESS GIFTS
Registration Number:	3137115	ANY DAY CAN BE A CELEBRATION.
Registration Number:	1683344	BASKETS BY YOU
Registration Number:	0144343	BEAR CREEK
Registration Number:	1117905	BEAR CREEK
Serial Number:	77742627	BEAR CREEK ORCHARDS
Registration Number:	2091423	CALL YOUR MOM ON MAY 12 ... (BUT CALL US TODAY!)
Serial Number:	85101545	CHEERS TO HAPPINESS CLUB
Serial Number:	85033023	CHERRY-OH!!
Registration Number:	1742002	CLUB MEDLEY
Registration Number:	3837909	CRISPY DELIGHTS
Registration Number:	3839134	DISTINCTLY DUTCH

CH \$2190.00 2540387

Registration Number:	2409346	EASY ENTERTAINING
Registration Number:	1708950	FAVORITES CLUB
Serial Number:	78804910	FRUIT OF THE MONTH
Registration Number:	0905212	FRUIT-OF-THE-MONTH CLUB
Registration Number:	1159530	FRUIT-OF-THE-MONTH CLUB
Registration Number:	0386023	FRUIT-OF-THE-MONTH CLUB
Registration Number:	2677518	GIFT E-NOUNCEMENT
Registration Number:	3755942	GLIMMERS
Serial Number:	85108145	HAND PICKED. HAND PACKED. HAND SHAKE.
Registration Number:	2460142	HAPPY HOLIDAYS ARE OUR BUSINESS
Registration Number:	3262655	HARRY & DAVID
Serial Number:	85101548	HARRY & DAVID FOOD + WINE MERCHANTS
Registration Number:	3858091	HARRY & DAVID
Registration Number:	0400009	HARRY AND DAVID
Registration Number:	3305759	HARRY & DAVID'S MOOSE MUNCH
Registration Number:	1529034	HARRY AND DAVID
Registration Number:	0793717	HARRY AND DAVID
Registration Number:	1490371	HARRY AND DAVID'S
Registration Number:	2816557	HARVEST HOTLINE
Registration Number:	3634527	H&D GREEN PROMISE
Registration Number:	2718029	HEAVENLY HEARTS
Registration Number:	1696650	LIGHT SIZE CLUBS
Registration Number:	1664304	MAVERICK
Registration Number:	1671916	MERRY MIX-UP
Registration Number:	2758666	MOOSE CRUNCH
Registration Number:	2977625	MOOSE MUNCH
Registration Number:	2000672	MOOSE MUNCH
Registration Number:	3455455	MOOSE MUNCH
Registration Number:	3858124	MOOSE MUNCH
Registration Number:	3366707	MOOSE MUNCH-OF-THE-MONTH
Registration Number:	3480479	OFF THE PAGE
Registration Number:	3410795	OREGOLD
Registration Number:	3562297	OREGOLD
Registration Number:	0368755	OREGOLD
Registration Number:	3858123	OREGOLD

	1601683	ORIGINAL OREGON
Registration Number:	1062873	ROYAL BEURRE
Registration Number:	0727298	ROYAL RIVIERA PEARS SO BIG AND JUICY, YOU EAT THEM WITH A SPOON
Registration Number:	0343706	ROYAL RIVIERA
Registration Number:	3854818	ROYAL RIVIERA
Registration Number:	2624862	SO BIG AND JUICY, YOU EAT THEM WITH A SPOON
Registration Number:	2256132	SO EASY, IT PRACTICALLY SERVES ITSELF.
Registration Number:	1760420	THE FAVORITE
Registration Number:	2157770	THE LIGHT SIZE IS THE RIGHT SIZE
Registration Number:	1683115	TOWER OF CHOCOLATES
Registration Number:	0837603	TOWER OF TREATS
Registration Number:	1664305	TRIPLE TREAT
Registration Number:	1802945	VEGGIE CLUB
Registration Number:	0836816	WILD 'N RARE
Registration Number:	3598434	
Registration Number:	3660422	
Registration Number:	2176185	BLOOD'S HAMMOCK GROVES
Registration Number:	2061008	CUSHMAN HONEYBELLS
Registration Number:	3614981	CUSHMAN'S
Registration Number:	2228781	FLORIDA'S MOST PAMPERED FRUIT
Registration Number:	3471831	HONEYBELL KISSES
Registration Number:	3471844	HONEYBELLS SUPREME
Registration Number:	3471810	ROYAL TANDORA
Registration Number:	3475754	WHAT THE DEVIL IS THIS?
Registration Number:	1311329	WORLD'S ONLY LIMITED EDITION FRUIT
Registration Number:	3525503	YOUR FLORIDA SUNSHINE HAS ARRIVED
Registration Number:	3525502	YOUR JANUARY SUNSHINE HAS ARRIVED
Registration Number:	3923332	BECAUSE EVERYTHING BEGINS WITH BREAKFAST
Registration Number:	2241851	COCOA PLEASURES
Registration Number:	1903708	THE BIG DIFFERENCE IN ENGLISH MUFFINS
Registration Number:	2239636	W
Registration Number:	2140193	WAGNER'S
Registration Number:	2243589	WOLFERMAN'S A TRADITION OF FINE FOOD SINCE 1888
Registration Number:	2254234	WOLFERMAN'S A TRADITION OF FINE FOOD SINCE 1888

Registration Number:	2169739	WOLFERMAN'S
Registration Number:	2250942	WOLFERMAN'S
Registration Number:	3257597	WOLFERMAN'S
Serial Number:	85033030	JUICY GIANT

CORRESPONDENCE DATA

Fax Number: (404)815-2424
Phone: 4048152231
Email: carolfraser@paulhastings.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Carol Fraser, Paralegal
Address Line 1: 600 Peachtree Street, NE, Suite 2400
Address Line 2: Paul Hastings
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	09/13/2011

Total Attachments: 10
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Trademark Security Agreement

This **Trademark Security Agreement**, is made this 13th day of September, 2011 (this "**Agreement**"), by and among Pledgors listed on the signature pages hereof (collectively, jointly and severally, "**Pledgors**" and each individually "**Pledgor**") and Ally Commercial Finance LLC, in its capacity as collateral agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, Pledgors are party to that certain Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), in favor of the Collateral Agent entered into in connection with that certain Credit Agreement, dated as of the date hereof, by and among HARRY AND DAVID, an Oregon corporation, Harry & David Holdings, Inc., a Delaware corporation, the other Guarantors (as defined in the Credit Agreement), the Collateral Agent, the other agents party thereto and the other financial institutions party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") and pursuant to which the Pledgors are required to execute and deliver this Agreement; and

WHEREAS, pursuant to the Security Agreement, Pledgors authorized the Collateral Agent to file filings with the United States Patent and Trademark Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by the Pledgors thereunder, without the signature of Pledgors, naming the Pledgors, as debtors, and the Collateral Agent, as secured party;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor hereby agrees as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, as security for the Secured Obligations, a continuing first priority security interest in all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"), except to the extent such a security interest is prohibited without the consent of third party or would otherwise result in loss by any Loan Party of any material rights therein:

(a) all of its Trademarks and applications therefor and all Licenses respecting the foregoing to which it is a party, including, without limitation, those listed on Schedule I attached hereto;

(b) all reissues, renewals, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License respecting the foregoing; and

(d) all products and proceeds of any and all of the foregoing, including, without limitation, any claim by such Pledgor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any License respecting the foregoing or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any License respecting the foregoing.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement, and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Termination. Upon the full performance of the Secured Obligations, this Agreement shall automatically terminate and the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement shall automatically be released and the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

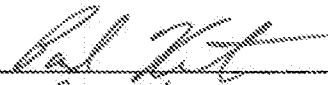
Section 5. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by other electronic transmission shall be as effective as a delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each Pledgor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date set forth above.

PLEDGORS:

HARRY AND DAVID

By: 
Name: *Dave Kincaid*
Title: *Treasury CFO*

Accepted and Agreed:

ALLY COMMERCIAL FINANCE LLC,
as Collateral Agent

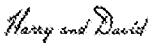
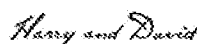
By: 
Name: JOSEPH SKAFEROWSKY
Title: SR. DIRECTOR




**Schedule I
to
Trademark Security Agreement
(attached)**


Schedule I




Trademarks





HARRY AND DAVID

Jurisdiction	Mark Name	Reg. No/App. No.	Status
Australia	HARRY AND DAVID	1049080	Registered
Australia	MOOSE MUNCH	1049079	Registered
Canada	BEAR CREEK	TMA209298	Registered
Canada	FRUIT-OF-THE-MONTH CLUB	TMA148536	Registered
Canada	HARRY AND DAVID'S	TMA354732	Registered
Canada	HEAVENLY HEARTS	TMA599963	Registered
Canada	MOOSE MUNCH	TMA664740	Registered
Canada	ROYAL RIVIERA	TMA609629	Registered
Canada	ROYAL RIVIERA PEARS...SO BIG AND JUICY, YOU EAT THEM WITH A SPOON (design mark)	TMA617313	Registered
European Union (CTM)	HARRY AND DAVID	3558319	Registered
Germany	MOOSE MUNCH	30414258	Registered
Germany	MOOSE MUNICH	30360877	Registered
Japan		1,935,938	Registered
Japan		2,022,205	Registered
France	FRUIT-OF-THE-MONTH CLUB	1,242,744	Registered
Japan	HEAVENLY HEARTS	4,610,554	Registered
Japan	MOOSE MUNCH	4769056	Registered
Mexico	HEAVENLY HEARTS	751029	Registered
United Kingdom	HEAVENLY HEARTS	2,293,158	Registered
United Kingdom	MOOSE MUNCH	2,349,424	Registered
USA	ALL THE BEST FOR GIFTS OR GUESTS	2,540,387	Registered
USA	ALWAYS APPROPRIATE, ALWAYS APPRECIATED	2,432,069	Registered
USA	AMERICA'S FAVORITE BUSINESS GIFTS	2,934,459	Registered
USA	ANY DAY CAN BE A CELEBRATION.	3,137,115	Registered
USA	BASKETS BY YOU	1,683,344	Registered

Jurisdiction	Mark Name	Reg. No./App. No.	Status
USA	BEAR CREEK	144,343	Registered
USA	BEAR CREEK	1,117,905	Registered
USA	BEAR CREEK ORCHARDS	77/742,767	Pending
USA	CALL YOUR MOM ON MAY 12 ... (BUT CALL US TODAY!)	2,091,423	Registered
USA	CHEERS TO HAPPINESS CLUB	85/101,545	Pending
USA	CHERRY-OH!	85/033,023	Pending
USA	CLUB MEDLEY	1,742,002	Registered
USA	CRISPY DELIGHTS	3,837,909	Registered
USA	DISTINCTLY DUTCH	3,839,134	Registered
USA	EASY ENTERTAINING	2,409,346	Registered
USA	FAVORITES CLUB	1,708,950	Registered
USA		78/804,910	Pending
USA	FRUIT-OF-THE-MONTH CLUB	905,212	Registered
USA	FRUIT-OF-THE-MONTH CLUB	1,159,530	Registered
USA		386,023	Registered
USA	GIFT E-NOUNCEMENT	2,677,518	Registered
USA	GLIMMERS	3,755,942	Registered
USA	HAND PICKED, HAND PACKED, HAND SHAKE	85/108,145	Pending
USA	HAPPY HOLIDAYS ARE OUR BUSINESS	2,460,142	Registered
USA	HARRY & DAVID	3,262,655	Registered
USA	HARRY & DAVID FOOD + WINE MERCHANTS	85/101,548	Pending
USA	HARRY & DAVID	3,858,091	Registered
USA	HARRY AND DAVID	400,009	Registered
USA		3305759	Registered

Jurisdiction	Mark Name	Reg. No./App. No.	Status
USA	<i>Harry and David</i>	1,529,034	Registered
USA	<i>Harry and David</i>	793,717	Registered
USA	HARRY AND DAVID'S	1,490,371	Registered
USA	HARVEST HOTLINE	2,816,557	Registered
USA	 H&D Green Promise	3,634,527	Registered
USA	HEAVENLY HEARTS	2,718,029	Registered
USA	JUICY GIANT	4,010,217	Registered
USA	LIGHT SIZE CLUBS	1,696,650	Registered
USA	MAVERICK	1,664,304	Registered
USA	MERRY MIX-UP	1,671,916	Registered
USA	MOOSE CRUNCH	2,758,666	Registered
USA	MOOSE MUNCH	2,977,625	Registered
USA	MOOSE MUNCH	2,000,672	Registered
USA	MOOSE MUNCH	3,455,455	Registered
USA	MOOSE MUNCH	3,858,124	Registered
USA	MOOSE MUNCH-OF-THE-MONTH	3366707	Registered
USA	OFF THE PAGE	3480479	Registered
USA	OREGOLD	3410795	Registered
USA	OREGOLD	3562297	Registered
USA	OREGOLD	368,755	Registered
USA	OREGOLD	3,858,123	Registered
USA	ORIGINAL OREGON	1,601,683	Registered
USA	ROYAL BEURRE	1,062,873	Registered
USA	ROYAL RIVIERA PEARS <i>So Big and Juicy</i> <i>You Eat Them with a Spoon</i>	727,298	Registered
USA	ROYAL RIVIERA	343,706	Registered
USA	ROYAL RIVIERA	3,854,818	Registered
USA	SO BIG AND JUICY, YOU EAT THEM WITH A SPOON	2,624,862	Registered

Jurisdiction	Mark Name	Reg. No./App. No.	Status
USA	SO EASY, IT PRACTICALLY SERVES ITSELF	2,256,132	Registered
USA	THE FAVORITE	1,760,420	Registered
USA	THE LIGHT SIZE IS THE RIGHT SIZE	2,157,770	Registered
USA	TOWER OF CHOCOLATES	1,683,115	Registered
USA	TOWER OF TREATS	837,603	Registered
USA	TRIPLE TREAT	1,664,305	Registered
USA	VEGGIE CLUB	1,802,945	Registered
USA		836,816	Registered
USA		3,598,434	Registered
USA		3,660,422	Registered
Oregon	BEAR CREEK	T9613	Registered
Oregon	FRUIT OF THE MONTH	S39978	Registered
Oregon	FRUIT OF THE MONTH CLUB	S40012	Registered
Oregon	FRUIT-OF-THE-MONTH CLUB	T9612	Registered
Oregon	HARRY AND DAVID	T9972	Registered
Oregon	MOOSE MUNCH	T38773	Registered
Oregon	ORIGINAL OREGON	T23549	Registered
Oregon	ROYAL RIVIERA	T10103	Registered
Oregon	ROYAL RIVIERA PEARS SO BIG AND JUICY, YOU EAT THEM WITH A SPOON	T10104	Registered
Illinois	FRUIT OF THE MONTH CLUB	036-287	Registered
Montana	FRUIT-OF-THE-MONTH CLUB	T003721	Registered
Virginia	FRUIT-OF-THE-MONTH CLUB	4252	Registered
Minnesota	FRUIT-OF-THE-MONTH CLUB	584	Registered

Jurisdiction	Mark Name	Reg. No./App. No.	Status
USA		2176185	Registered
USA	CUSHMAN HONEYBELLS	2061008	Registered
USA	CUSHMAN'S	3,614,981	Registered
USA	FLORIDA'S MOST PAMPERED FRUIT	2228781	Registered
USA	HONEYBELL KISSES	3471831	Registered
USA	HONEYBELLS SUPREME	3471844	Registered
USA	ROYAL TANDORA	3471810	Registered
USA	WHAT THE DEVIL IS THIS?	3475754	Registered
USA	WORLD'S ONLY LIMITED EDITION FRUIT	1311329	Registered
USA	YOUR FLORIDA SUNSHINE HAS ARRIVED	3525503	Registered
USA	YOUR JANUARY SUNSHINE HAS ARRIVED	3525502	Registered
Florida	CUSHMAN HONEYBELLS	917465	Registered
Florida	GROVE GIFT & GOURMET	T96-1380	Registered
USA	BECAUSE EVERYTHING BEGINS WITH BREAKFAST	3,923,332	Registered
USA	COCOA PLEASURES	2241851	Registered
USA	THE BIG DIFFERENCE IN ENGLISH MUFFINS	1903708	Registered
USA		2239636	Registered
USA	WAGNER'S	2140193	Registered
USA		2243589	Registered
USA		2254234	Registered
USA	WOLFERMAN'S	2169739	Registered
USA	WOLFERMAN'S	2250942	Registered
USA	WOLFERMAN'S	3257597	Registered
Canada	THE BIG DIFFERENCE IN ENGLISH MUFFINS	TMA515,686	Registered

CHI-1817486v2

RECORDED: 09/13/2011

TRADEMARK
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