

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Flower Factory, Inc.		08/30/2011	CORPORATION: OHIO
Denview, Inc.		08/30/2011	CORPORATION: OHIO

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank, National Association
<b>Street Address:</b>	100 Park Avenue
<b>Internal Address:</b>	3rd floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	National Association: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	3149629	BOBBIE M.
Registration Number:	3331689	B & D GARDEN
Registration Number:	3309111	B&D GARDEN
Registration Number:	2254021	FLOWER FACTORY
Registration Number:	3246121	FLOWER FACTORY
Registration Number:	3308235	FLOWER FACTORY WHOLESALE SUPERSTORE & DESIGN
Registration Number:	3424500	CHRISTOPHER ROBERTS DESIGNS
Serial Number:	85043058	SHADES OF CELEBRATION
Registration Number:	2949223	DENVIEW
Registration Number:	3318957	DENVIEW
Registration Number:	2070946	DEN CRAFT

**CORRESPONDENCE DATA**

**900206111**

**TRADEMARK  
 REEL: 004653 FRAME: 0033**

**CH \$290.00 3149629**

Fax Number: (973)295-1283  
Phone: 973-443-3553  
Email: whelanm@gtlaw.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Mary Whelan-Greenberg Traurig  
Address Line 1: 200 Park Avenue  
Address Line 4: Florham Park, NEW JERSEY 07932

ATTORNEY DOCKET NUMBER:	050255-026400
NAME OF SUBMITTER:	Mary J. Whelan
Signature:	/Mary J. Whelan/
Date:	11/02/2011

Total Attachments: 10  
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## TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of August 30, 2011, is made by and between Flower Factory, Inc., and Denview Inc., both Ohio corporations having a business location at the address set forth below next to its signature (collectively and individually, the “Debtor”), and Wells Fargo Bank, National Association (the “Secured Party”), acting through its Wells Fargo Capital Finance operating division, and having a business location at the address set forth below next to its signature.

### Recitals

The Debtor, certain Affiliates and Subsidiaries and the Secured Party are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the “Credit Agreement”) setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of the Debtor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no

right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** The Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Debtor.

(b) **Trademarks.** Exhibit A accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit A (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a trademark security agreement substantially in the form of this Agreement.

(d) **Title.** The Debtor has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Trademarks hereafter arising, absolute title to each Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** The Debtor will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the

Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. Debtor's Use of the Trademarks. The Debtor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) The Secured Party may enforce the Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior

parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Flower Factory, Inc.  
5655 Whipple Avenue  
North Canton, Ohio 44720  
Attention:

FLOWER FACTORY, INC  
FF NORTH CANTON, INC.  
MULDEN, INC.  
DENBAR, INC.  
FLOWER FACTORY ONLINE, INC.  
MULQUEEN IMPORTERS, LLC.  
RAM TRUCKING, LLC  
MULQUEEN & SONS, LLC  
ALEMIT PROPERTIES, LLC  
MULQUEEN HOLDINGS, INC.  
[DENVIEW, INC.]

By   
Dennis E. Mulqueen, President

Wells Fargo Bank, National Association  
100 Park Avenue, 3<sup>rd</sup> Floor  
New York, New York 10017  
Attention: Relationship Manager for  
Flower Factory,  
Inc.

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

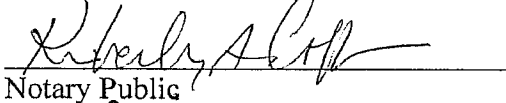
By \_\_\_\_\_  
Steph B. Santini, Vice President



STATE OF OHIO )

COUNTY OF STARK )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of August, 2011, by Dennis E. Mulqueen, the President of the following entities:, on behalf of these entities. Flower Factory, Inc., FF North Canton, Inc., Mulden, Inc, Denbar, Inc., F.F./Cleveland, Inc., Flower Factory Online, Inc., Mulquuen Importers, LLC, Ram Trucking, LLC, Mulquuen & Sons, LLC, Alemit Properties, LLC, Mulquuen Holdings, Inc. and [Denview Inc.]

  
\_\_\_\_\_  
Notary Public

My Commission Expires 4/4/2012

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of August, 2011, by Stephen B. Santini, a Vice President of Wells Fargo Bank, National Association, on behalf of the national association.

\_\_\_\_\_  
Notary Public

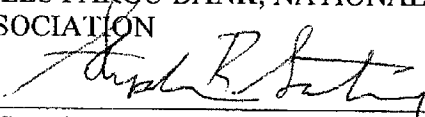
IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Flower Factory, Inc.  
5655 Whipple Avenue  
North Canton, Ohio 44720  
Attention:

FLOWER FACTORY, INC  
FF NORTH CANTON, INC.  
MULDEN, INC.  
DENBAR, INC.  
FLOWER FACTORY ONLINE, INC.  
MULQUEEN IMPORTERS, LLC.  
RAM TRUCKING, LLC  
MULQUEEN & SONS, LLC  
ALEMIT PROPERTIES, LLC  
MULQUEEN HOLDINGS, INC.  
DENVIEW INC.

By \_\_\_\_\_  
Dennis E. Mulqueen, President

Wells Fargo Bank, National Association  
100 Park Avenue, 3<sup>rd</sup> Floor  
New York, New York 10017  
Attention: Relationship Manager for  
Flower Factory,  
Inc.

WELLS FARGO BANK, NATIONAL  
ASSOCIATION  
By   
Stephn R. Santini, Vice President

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of August, 2011, by Dennis E. Mulqueen, the President of the following entities; on behalf of these entities. Flower Factory, Inc., FF North Canton, Inc., Mulden, Inc, Denbar, Inc., F.F./Cleveland, Inc., Flower Factory Online, Inc., Mulqueen Importers, LLC, Ram Trucking, LLC, Mulqueen & Sons, I.I.C. Alemit Properties, LLC, Mulqueen Holdings, Inc. and Denview Inc.

\_\_\_\_\_  
Notary Public

STATE OF New York )  
 )  
COUNTY OF New York )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of August, 2011, by Stephen R. Santini, a Vice President of Wells Fargo Bank, National Association, on behalf of the corporation.

LINDA KURZ  
Notary Public, State of New York  
No. 01KU5033942  
Qualified in Bronx County  
Commission Expires September 26, 2014

Linda Kurz  
Notary Public

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS  
REGISTRATIONS (FLOWER FACTORY)

<u>Mark</u>	<u>Registration/Serial Number</u>	<u>Registration Date</u>
Bobbie M.	3149629	September 26, 2006
B&D Garden	3331689	November 6, 2007
B&D Garden	3309111	October 9, 2007
Flower Factory	2254021	June 15, 1999
Flower Factory	3246121	May 29, 2007
Flower Factory Wholesale Superstore	3308235	October 9, 2007
Christopher Roberts Design	3424500	May 6, 2008

UNREGISTERED MARKS (FLOWER FACTORY)

<u>Mark</u>	<u>Serial Number</u>	<u>Date Published</u>
Shades of Celebration	85-043058	April 19,2011

REGISTRATIONS (DENVIEW, INC.)

<u>Mark</u>	<u>Registration/Serial Number</u>	<u>Registration Date</u>
Denview	2949223	May 10, 2005
Denview	3318957	October 23, 2007

REGISTRATIONS (DEN CRAFT, INC.)

<u>Mark</u>	<u>Registration/Serial Number</u>	<u>Registration Date</u>
Den Craft	2070946	June 17, 1997