

RECORDATION FORM CO
TRADEMARKS

9-5-13

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

HARRY AND DAVID, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Oregon

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association

Internal

Address: _____

Street Address: ONE BOSTON PLACE, 19th FLOOR

City: BOSTON

State: MA

Country: United States Zip: 02108

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other National Association Citizenship United States

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) September 4, 2013

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
see attached Schedule A

B. Trademark Registration No.(s)
see attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Thomas Fahey

Internal Address: National Corporate Research, Ltd.

Street Address: 1025 Vermont Avenue NW Suite 1130

City: Washington

State: DC Zip: 20005

Phone Number: (202) 370 4761

Fax Number: _____

Email Address: tfahey@nationalcorp.com

6. Total number of applications and registrations involved:

83

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$2090.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

09/11/2013 HTON11 00000024 2432069

Deposit Account Number 01 FC:8521 40.00 P
2050.00 P

Authorized User Name _____

9. Signature:

September 5 2013
Date

ANDREW NASH
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

10





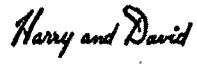
SCHEDULE A

Trademarks





HARRY AND DAVID, LLC

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	<i>Harry and David</i>	1,935,938	Registered
Japan	<i>Harry and David</i>	2,022,205	Registered
France	FRUIT-OF-THE-MONTH CLUB	1,242,744	Registered
Japan	MOOSE MUNCH	4769056	Registered
United Kingdom	HEAVENLY HEARTS	2,293,158	Registered
United Kingdom	MOOSE MUNCH	2,349,424	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
USA	BEAR CREEK	144,343	Registered
USA	BEAR CREEK	1,117,905	Registered
USA	BEAR CREEK ORCHARDS	4,292,595	Registered
USA	CALL YOUR MOM ON MAY 12 ... (BUT CALL US TODAY!)	2,091,423	Registered

Schedule A to Grant of Security Interest in United States Trademarks


Jurisdiction	Mark Name	Reg. No./App. No.	Status
USA	CHERRY-OH!	4,050,174	Registered
USA	CLUB MEDLEY	1,742,002	Registered
USA	CRISPY DELIGHTS	3,837,909	Registered
USA	EASY ENTERTAINING	2,409,346	Registered
USA	FAVORITES CLUB	1,708,950	Registered
USA		4,042,836	Registered
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.	4,043,129	Registered
USA	HAPPY HOLIDAYS ARE OUR BUSINESS	2,460,142	Registered
USA	HARRY & DAVID	3,262,655	Registered
USA	HARRY & DAVID FOOD + WINE MERCHANTS	4,147,257	Registered
USA	HARRY & DAVID	3,858,091	Registered
USA	HARRY AND DAVID	400,009	Registered
USA		3305759	Registered
USA		1,529,034	Registered
USA		793,717	Registered
USA	HARRY AND DAVID'S	1,490,371	Registered
USA	HARVEST HOTLINE	2,816,557	Registered

Schedule A to Grant of Security Interest in United States Trademarks

Jurisdiction	Mark Name	Reg. No./App. No.	Status
USA	 H&D Green Promise	3,634,527	Registered
USA	HEAVENLY HEARTS	2,718,029	Registered
USA	JUCY 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	343,706	Registered
USA	ROYAL RIVIERA	3,854,818	Registered
USA	SO BIG AND JUCY, YOU EAT THEM WITH A SPOON	2,624,862	Registered
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




Schedule A to Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 005117 FRAME: 0838

Jurisdiction	Mark Name	Reg. No./App. No.	Status
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
Arizona	FRUIT-OF-THE-MONTH CLUB	3914	Registered
Illinois	FRUIT OF THE MONTH CLUB	036-287	Registered
Louisiana	FRUIT-OF-THE-MONTH CLUB	20-0019	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
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

Schedule A to Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 005117 FRAME: 0839

Jurisdiction	Mark Name	Reg. No./App. No.	Status
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

Schedule A to Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 005117 FRAME: 0840

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

September 4, 2013

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, HARRY AND DAVID, LLC, an Oregon limited liability company having an office at 2500 South Pacific Highway, Medford, Oregon 97501 (the "Grantor"), hereby grants to WELLS FARGO BANK, NATIONAL ASSOCIATION, with offices at One Boston Place, 19th Floor, Boston, Massachusetts 02108 (the "Grantee"), a continuing security interest in the following: (i) all of the Grantor's right, title and interest in, and under the United States trademarks, service marks, trademark registrations, service mark registrations, trademark applications, and service mark applications (the foregoing, collectively, the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same (the foregoing, collectively, the "Trademark Collateral").

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Grant") is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement by, among others, the Grantor, the other Grantors from time to time party thereto and the Grantee, dated as of September 4, 2013 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and

provisions of which are incorporated herein by reference. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.


Upon the full payment and performance of the Secured Obligations, as such term is defined in the Security Agreement, this Grant shall automatically terminate and the grant and security interest in the Trademark Collateral shall be automatically released and the Grantee shall [, upon the Grantor's request and at the Grantor's sole cost and expense,] execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the grant and security interest in the Trademark Collateral under this Grant.

This Grant shall be governed by, and construed in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date above first written.

HARRY AND DAVID, LLC, as Grantor

By: 
Name: Michael Schwindle
Title: Chief Financial Officer and Secretary

Signature Page to Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 005117 FRAME: 0843

