

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321910

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		09/30/2014	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	1-800-Flowers.com, Inc.
Street Address:	One Old Country Road
City:	Carle Place
State/Country:	NEW YORK
Postal Code:	11514
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	77633034	CAMPAIGN TO REFOREST AMERICA
Serial Number:	77592003	CELEBRATE...DELICIOUSLY!
Serial Number:	77586127	FAIRY FINDS GAME
Serial Number:	77606478	FRESH REWARDS
Serial Number:	77610740	GIDDYUP AND GO
Registration Number:	3583370	HEART-TO-HEARTS
Registration Number:	3580478	IMAGINE MY PLACE
Registration Number:	2014298	1-800-FLOWERS
Registration Number:	2001757	1-800-GIFTHOUSE
Registration Number:	2401093	GREAT FOOD ONLINE
Registration Number:	2367258	GREATFOOD.COM

CORRESPONDENCE DATA

Fax Number: 2124552502

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 455-3605

Email: ksolomon@stblaw.com

Correspondent Name: Genevieve Dorment, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

TRADEMARK

Address Line 4:	New York, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	509265/1422
NAME OF SUBMITTER:	Genevieve Dorment
SIGNATURE:	/gd/
DATE SIGNED:	10/31/2014
Total Attachments: 3 source=TMRelease4013-754#page1.tif source=TMRelease4013-754#page2.tif source=TMRelease4013-754#page3.tif	

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of September 30, 2014, from JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Agent") to 1-800-FLOWERS.COM, INC., a Delaware corporation (the "Borrower").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Security Agreement, dated as of August 28, 2008, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"), Borrower granted a security interest (the "Security Interest") to the Agent in certain collateral, including Trademarks;

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of June 29, 2009, among the Agent and Borrower (the "Trademark Security Agreement"), Borrower, by reference to the Security Agreement, reaffirmed its intent to grant the Security Interest to the Agent specifically in certain Collateral (as that term is defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 30, 2009 at Reel 4013 and Frame 0754.

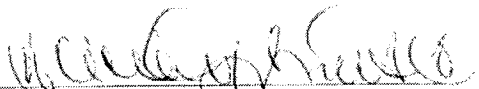
WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges, without recourse, representation or warranty, its Security Interest in the Collateral, and any right, title or interest of the Agent in such Collateral shall hereby cease and become void.
3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.

By: 
Name: Alicia Schreiber
Title: Vice President

[Signature Page to Termination and Release of Security Interest in Trademark Rights]

TRADEMARK
REEL: 005392 FRAME: 0275

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark Title	App./Reg. No.
CAMPAIGN TO REFOREST AMERICA	# 77/633,034
CELEBRATE...DELICIOUSLY!	# 77/592,003
FAIRY FINDS GAME	# 77/586,127
FRESH REWARDS AND DESIGN	# 77/606,478
GIDDYUP AND GO	# 77/610,740
HEART-TO-HEARTS	# 3,583,370
IMAGINE MY PLACE	# 3,580,478
I-800-FLOWERS AND DESIGN	# 2,014,298
I-800-GIFTHOUSE	# 2,001,757
GREAT FOOD ONLINE	# 2,401,093
GREATFOOD.COM	# 2,367,258