

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420375

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flower Group Operating LP		03/17/2017	Limited Partnership: CANADA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as agent		
Street Address:	20 King Street West, 4th Floor		
City:	TORONTO, ONTARIO, M5H 1C4		
State/Country:	CANADA		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85573938	ONE FLORAL GROUP	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<i>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.</i>			
Phone:	314552600		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Shoko Naruo		
Address Line 1:	Thompson Coburn LLP		
Address Line 2:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	58732-Flower		
NAME OF SUBMITTER:	Shoko Naruo		
SIGNATURE:	/sn/		
DATE SIGNED:	03/20/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, this "Agreement"), dated as of March 17, 2017, by 1814375 Ontario Inc., as general partner for Flower Group Operating LP, a limited partnership formed under the laws of the Province of Manitoba (the "Grantor"), is in favor of the Royal Bank of Canada, a Canadian chartered bank, as agent for each of the financial institutions listed therein as lenders (collectively, the "Lenders") party to the Credit Agreement referred to below (in such capacity, the "Agent") for the benefit of the Secured Parties (as defined in the Credit Agreement, as defined below).

WITNESSETH:

WHEREAS, Grantor has entered into that certain Credit Agreement, dated as of the date hereof, among Grantor, each Subsidiary of the Borrower which is a party thereto as Initial Guarantors (as defined in the Credit Agreement), the Agent and the Lenders, (as may be amended, modified, supplemented or replaced from time to time, collectively, the "Credit Agreement"), pursuant to which the Lenders agreed to make available certain credit facilities to the Grantor, for the purposes and on the terms and conditions more specifically outlined therein;

WHEREAS, the Lenders have required pursuant to the Credit Agreement that the Grantor enter into that certain Security Agreement dated as of the date hereof, (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Agreement") in order to secure the payment and performance of the Secured Obligations (as defined in the Credit Agreement);

WHEREAS, in furtherance of its obligations under the Credit Agreement and Security Agreement, the Grantor has executed and delivered this Agreement for recordation in the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with Agent as follows:

SECTION 1. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the due and punctual performance and payment of the Secured Obligations (as defined in the Credit Agreement), Grantor does hereby grant to the Agent, for the benefit of the Secured Parties (as defined in the Credit Agreement), a security interest in all of the following property, whether now owned or hereafter acquired or existing:

- A. all Trade-marks (as defined in the Credit Agreement) described on Schedule 1 hereto, including all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith (the "Trademarks");
- B. all rights of the Grantor to the Trademarks; and
- C. all Proceeds (as defined in the Security Agreement) and Replacements (as defined in the Security Agreement) of or to the Trademarks, including all rights thereto.

SECTION 2. Governing Document. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent for the benefit of the Secured Parties pursuant to the Security Agreement. This Agreement is governed by the Security Agreement, to which reference should be made for a full description of the rights and remedies of the Agent and Secured Parties with respect to the Trademarks. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the Security Agreement, the provisions of the Security Agreement shall control and govern.

SECTION 3. Security Document. This Agreement is a Security Document (as defined in the Credit Agreement) subject to and for the purposes of the Credit Agreement.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws in force in the Province of Ontario, including the federal laws of Canada applicable therein, but excluding choice of law rules. The Grantor irrevocably attorns to and submits to the non-exclusive jurisdiction of the courts of the Province of Ontario located at Toronto with respect to any matter arising hereunder or related hereto. Such choice of law shall, however, be without prejudice to or limitation of any other rights available to the Secured Parties under the laws of any other jurisdiction where Collateral (as defined in the Security Agreement) described herein may be located.

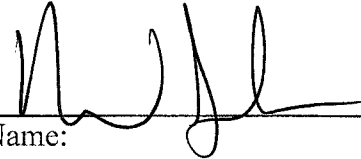
SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic means shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering an executed counterpart hereof by telefacsimile or other electronic means shall also deliver a manually executed counterpart but the failure to do so shall not affect the validity, enforceability or binding effect hereof.

[Signatures appear on the next page.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

**1814375 ONTARIO INC., as general partner
for FLOWER GROUP OPERATING LP**

By: 
Name: _____
Title: _____

Accepted and Agreed:


ROYAL BANK OF CANADA, as Agent

By: 
Name: Rodica Outka
Title: Manager, Agency

By: 
Name: _____
Title: _____

SCHEDULE 1

TRADEMARK SECURITY AGREEMENT

Trademark	Serial No. / Registration No.	Current Owner	Filing Date / Registration Date	Status
 The logo for 'one FLORAL GROUP' features a stylized sunburst or flower icon to the left of the word 'one' in a large, bold, lowercase sans-serif font. Below 'one' are the words 'FLORAL' and 'GROUP' in a smaller, uppercase sans-serif font, stacked vertically.	85573938 / 4355045	Flower Group Operating LP	2012-03-19 / 2013-06-18	Registered