

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431894

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.		05/30/2017	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	1-800-FLOWERS.COM, Inc.		
Street Address:	5353 Lauby Road		
City:	North Canton		
State/Country:	OHIO		
Postal Code:	44720		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4108538	CARMARSH	
Registration Number:	3609555	CRISPY JOYS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	06/20/2017		
Total Attachments: 5			
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OP \$65.00 4108538

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

JPMorgan Chase Bank, N.A.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 30, 2017

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: 1-800-FLOWERS.COM, Inc.

Street Address: 5353 Lauby Road

City: North Canton

State: OH

Country: USA Zip: 44720

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA-DE
- Other _____ Citizenship _____

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)

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

A. Trademark Application No.(s) Text

See Schedule 1

B. Trademark Registration No.(s)

See Schedule 1

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: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

2

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

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Elaine Carrera

Signature

June 20, 2017

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **5**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

RELEASE dated as of May 30, 2017 (this "Release"), from JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent"), for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of September 30, 2014, as amended on December 23, 2016 (as may be modified and supplemented and in effect from time to time, the "Credit Agreement"), among Borrower, each of the other grantors party thereto, the Lenders, and the Administrative Agent, in favor of 1-800-FLOWERS.COM, INC., a Delaware corporation, located at 5353 Lauby Road, North Canton, OH 44720 (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of September 30, 2014, in favor of the Administrative Agent, as reaffirmed on December 23, 2016 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"), Grantor granted a security interest to the Administrative Agent in certain collateral, including Trademark Collateral (as that term is defined in the Security Agreement);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of September 30, 2014, among the Administrative Agent and Grantor (the "Trademark Security Agreement"), Grantor, by reference to the Security Agreement, reaffirmed its intent to grant the security interest to the Administrative Agent specifically in that certain Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded by the United States Trademark Office on November 3, 2014 at Reel 5392, Frame 0823; and

WHEREAS, the Administrative Agent now desires to release the entirety of its security interest solely in those Trademarks set forth on Schedule 1 hereto (together with all of the goodwill associated therewith, the "Released Collateral"); which are included on a Schedule A of the Trademark Security Agreement;

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

1. Definitions. Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Security Agreement.
2. Release of Security Interest. The Administrative Agent, for the benefit of the Secured Parties, hereby releases, terminates, cancels and discharges all of its security interest in the Released Collateral, and hereby re-assigns, conveys and transfers to the Grantor any right, title and interest that the Administrative Agent may have in the Released Collateral.

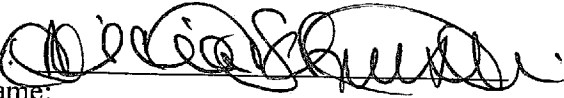
3. Reservation of Rights. For clarity, the Administrative Agent's security interest in and to all Collateral other than the Released Collateral (including all other Trademark Collateral listed on Schedule A to the Trademark Security Agreement) shall remain in full force and effect.

4. Governing Law. This Release is governed by the laws of the State of New York.

5. Further Assurances. The Administrative Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

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:

Title:

Alicia T. Schreibstein
Executive Director

[Signature Page to Release of Trademarks]

TRADEMARK
REEL: 006087 FRAME: 0855

SCHEDULE 1

U.S. Trademark Registrations and Applications

Mark	Serial No./ Reg. No.	Filing Date/ Reg. Date	Owner
CARMARSH (329- 1182)	85/376,965 4,108,538	7/21/2011 3/6/2012	Fannie May Confections, Inc.
CRISPY JOYS (329-926(b))	77/287,810 3,609,555	9/25/2007 4/21/2009	Fannie May Confections, Inc.