

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PersonalizationMall.com, LLC		10/23/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	IL1-1145/54/63		
Internal Address:	P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	6030886	PERSONALIZATION MALL	
Registration Number:	6030885	PM	
Registration Number:	6030884	LIFE, PERSONALIZED.	
Registration Number:	5950025	BAN - BUY-AS-NEEDED	
Registration Number:	5939561	CELEBRATING LIFE'S MOMENTS ONE CARD AT A	
Registration Number:	5231851	CUSTOM KIDZ	
Registration Number:	5231835	CUSTOM KIDZ	
Registration Number:	5204639	PERSONALIZED GIFTS FOR LIFE'S CELEBRATIO	
Registration Number:	5240105	PERSONALIZATION MALL.COM	
Registration Number:	4567973	PMALL	
Registration Number:	4279079	A GIFT FOR THEM. A GIFT FOR YOU.	
Registration Number:	4111211	MY PERSONAL REWARDS	
Registration Number:	3996778	PERSONALIZATIONMALL.COM	
Registration Number:	4071772	YOUR LOGO. THEIR NAME. OUR SPECIALTY.	
Registration Number:	2561853	PERSONALIZATION MALL	
CORRESPONDENCE DATA			
Fax Number:	8009144240		

OP \$390.00 6030886

TRADEMARK

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: 800-713-0755
Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	10/28/2020

Total Attachments: 6
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of October 23, 2020 is made by PERSONALIZATIONMALL.COM, LLC, a Delaware limited liability company (the “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Second Amended and Restated Credit Agreement, dated as of May 31, 2019 (as modified and supplemented and in effect from time to time, the “Credit Agreement”), among 1-800-FLOWERS.COM, INC., the Subsidiary Borrowers party thereto, the Guarantors party thereto, the Lenders party thereto and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor has become a party to the Security Agreement, dated as of September 30, 2014, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent, for the benefit of the Agent and the Lenders, a continuing security interest in all Intellectual Property, including the Trademark Collateral; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor’s right, title and interest in, to and under the Trademark Collateral, including the Trademarks listed on Schedule A hereto (collectively, the “Collateral”) to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations. Notwithstanding the foregoing, the Collateral does not and shall not include any Excluded Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

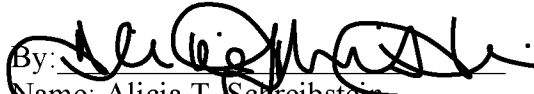
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PERSONALIZATIONMALL.COM, LLC

By: Bill Shea
Name: William E. Shea
Title: Vice President and Treasurer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: 
Name: Alicia T. Schreibstein
Title: Executive Director

Schedule A

U.S. Trademark Registrations and Applications

Trademark	Owner	Appl. No. Filing Date	Reg. No. Reg. Date
PERSONALIZATION MALL	PersonalizationMall.com, LLC	88470280 06/12/2019	6030886 04/07/2020
PM	PersonalizationMall.com, LLC	88470271 06/12/2019	6030885 04/07/2020
LIFE, PERSONALIZED.	PersonalizationMall.com, LLC	88470249 06/12/2019	6030884 04/07/2020
BAN – BUY-AS-NEEDED	PersonalizationMall.com, LLC	88480369 06/19/2019	5950025 12/31/2019
CELEBRATING LIFE'S MOMENTS ONE CARD AT A TIME	PersonalizationMall.com, LLC	88161973 10/19/2018	5939561 12/17/2019
CUSTOM KIDZ	PersonalizationMall.com, LLC	87226219 11/04/2016	5231851 06/27/2017
CUSTOM KIDZ	PersonalizationMall.com, LLC	87224866 11/03/2016	5231835 06/27/2017
PERSONALIZED GIFTS FOR LIFE'S CELEBRATIONS	PersonalizationMall.com, LLC	87198162 10/10/2016	5204639 05/16/2017
PERSONALIZATION MALL.COM	PersonalizationMall.com, LLC	87198156 10/10/2016	5240105 07/11/2017
PMALL	PersonalizationMall.com, LLC	86138242 12/09/2013	4567973 07/15/2014
A GIFT FOR THEM. A GIFT FOR YOU.	PersonalizationMall.com, LLC	85637861 05/29/2012	4279079 01/22/2013
MY PERSONAL REWARDS	PersonalizationMall.com, LLC	85301442 04/21/2011	4111211 03/13/2012
PERSONALIZATIONMALL.COM	PersonalizationMall.com, LLC	85174646 11/11/2010	3996778 07/19/2011
YOUR LOGO. THEIR NAME. OUR SPECIALTY.	PersonalizationMall.com, LLC	85174600 11/11/2010	4071772 12/13/2011
PERSONALIZATION MALL	PersonalizationMall.com, LLC	76312465 09/14/2001	2561853 04/16/2002