

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM605466

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Shari's Berries.com, LLC	FORMERLY SBGF Acquisition, LLC	10/23/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	IL1-1145/54/63		
<b>Internal Address:</b>	P.O. Box 6026		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60680-6026		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2790252		
<b>Registration Number:</b>	3684679	BROWNIEPOPS	
<b>Registration Number:</b>	5474214	CHOCOLATE BLISS BOX	
<b>Registration Number:</b>	5490415	CHOCOLATE CRAVINGS CRATE	
<b>Registration Number:</b>	2790253		
<b>Registration Number:</b>	5596630	LIFE'S SWEETEST MOMENTS ARE SHARED	
<b>Registration Number:</b>	3783282	SHARI'S BERRIES	
<b>Registration Number:</b>	3993437		
<b>Registration Number:</b>	2518184	STRAWBERRY BOUQUET	
<b>Registration Number:</b>	2518183	STRAWBERRY ROSE	
<b>Registration Number:</b>	5490414	SNACK ATTACK	
<b>Registration Number:</b>	3121431	CHERRY MOON FARMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
<b>TRADEMARK</b>			

OP \$315.00 2790252

**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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source=Flowers - Grant of Security Interest in Trademarks (Sharis) (Fall 2020 Joinder)#page6.tif

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 SHARI'S BERRIES.COM, LLC (f/k/a SBGF Acquisition, 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.

(Remainder of the page intentionally left blank)

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.

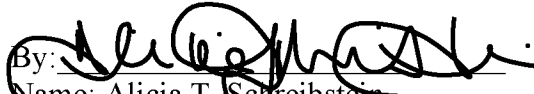
SHARI'S BERRIES.COM, LLC

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

[Signature Page to Grant of Security Interest in Trademark Rights]

**TRADEMARK**  
**REEL: 007088 FRAME: 0667**

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

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

[Signature Page to Grant of Security Interest in Trademark Rights]

**TRADEMARK**  
**REEL: 007088 FRAME: 0668**

**Schedule A**

**U.S. Trademark Registrations and Applications**

<b>Mark</b>	<b>Owner<sup>1</sup></b>	<b>Filing Date (mm/dd/yyyy)</b>	<b>Reg. No.</b>	<b>Reg. Date (mm/dd/yyyy)</b>
BRIDE BERRY LOGO	Shari's Berries.com, LLC	11/6/2001	2,790,252	12/9/2003
BROWNIEPOPS	Shari's Berries.com, LLC	11/1/2008	3,684,679	9/15/2009
CHOCOLATE BLISS BOX	Shari's Berries.com, LLC	9/16/2017	5,474,214	5/22/2018
CHOCOLATE CRAVINGS CRATE	Shari's Berries.com, LLC	9/16/2017	5,490,415	6/12/2018
GROOM BERRY LOGO	Shari's Berries.com, LLC	11/6/2001	2,790,253	12/9/2003
LIFE'S SWEETEST MOMENTS ARE SHARED	Shari's Berries.com, LLC	5/11/2017	5,596,630	10/30/2018
SHARI'S BERRIES	Shari's Berries.com, LLC	9/16/2008	3,783,282	5/4/2010
SHARI'S BERRIES FAVICON	Shari's Berries.com, LLC	12/6/2010	3,993,437	7/12/2011
STRAWBERRY BOUQUET	Shari's Berries.com, LLC	6/16/1999	2,518,184	12/11/2001
STRAWBERRY ROSE	Shari's Berries.com, LLC	6/16/1999	2,518,183	12/11/2001
SNACK ATTACK	Shari's Berries.com, LLC	9/16/2017	5,490,414	6/12/2018
CHERRY MOON FARMS	Shari's Berries.com, LLC	9/10/2003	3,121,431	7/25/2006

<sup>1</sup> NTD: Name change filing to be made with USPTO prior to filing of the TM Security Agreement. Otherwise, this field will be updated to "Shari's Berries.com, LLC (f/k/a SBGF Acquisition, LLC)".