

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                                |                       |
|----------------------------------|--|--------------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                                |                       |
| <b>NATURE OF CONVEYANCE:</b>     | Senior Intellectual Property Security Agreement                                      |                                |                       |
| <b>CONVEYING PARTY DATA</b>      |  |                                |                       |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b>          | <b>Entity Type</b>    |
| Flowers Today, Inc.              |  | 11/07/2005                     | CORPORATION: VIRGINIA |
| <b>RECEIVING PARTY DATA</b>      |  |                                |                       |
| <b>Name:</b>                     | Mercantile-Safe Deposit and Trust Company  |                                |                       |
| <b>Street Address:</b>           | Two Hopkins Plaza  |                                |                       |
| <b>Internal Address:</b>         | 5th Floor  |                                |                       |
| <b>City:</b>                     | Baltimore  |                                |                       |
| <b>State/Country:</b>            | MARYLAND   |                                |                       |
| <b>Postal Code:</b>              | 21203  |                                |                       |
| <b>Entity Type:</b>              | Banking and Trust Company: MARYLAND  |                                |                       |
| <b>PROPERTY NUMBERS Total: 5</b> |  |                                |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>               |                       |
| Registration Number:             | 2527075  | FLOWERS SENT TODAY             |                       |
| Registration Number:             | 2529431  | CREATING SMILES ACROSS AMERICA |                       |
| Registration Number:             | 2777148  | FLOWERS TODAY                  |                       |
| Serial Number:                   | 78363106   | BLOOMSUSA                      |                       |
| Serial Number:                   | 78558026   | AMERICAN BLOOMS                |                       |
| <b>CORRESPONDENCE DATA</b>       |  |                                |                       |
| <b>Fax Number:</b>               | (202)728-0744  |                                |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                                |                       |
| <b>Phone:</b>                    | 2027216405   |                                |                       |
| <b>Email:</b>                    | christine.wilson@thomson.com   |                                |                       |
| <b>Correspondent Name:</b>       | Miles & Stockbridge P.C.   |                                |                       |
| <b>Address Line 1:</b>           | 10 Light Street  |                                |                       |
| <b>Address Line 4:</b>           | Baltimore, MARYLAND 21202  |                                |                       |
| <b>NAME OF SUBMITTER:</b>        | Christine Wilson   |                                |                       |

CH \$140.00 2527075

Signature:

/CHRISTINE WILSON/

Date:

11/23/2005

**Total Attachments: 6**

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## SENIOR INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SENIOR INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated November \_\_, 2005, is made by Flowers Today, Inc., a corporation organized under the laws of the Commonwealth of Virginia ("Debtor") in favor of Mercantile-Safe Deposit and Trust Company, a Maryland banking and trust company (together with its successors and assigns in such capacity, the "Secured Party").

The Debtor has entered into a Loan and Security Agreement dated as of November \_\_, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with the Secured Party. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

Under the terms of the Loan Agreement, the Debtor has granted a security interest in, among other property, intellectual property of the Debtor to the Secured Party, and agrees to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees as follows:

SECTION 1. Grant of Security. The Debtor hereby grants to the Secured Party a security interest in and to all of the Debtor's right, title and interest in and to the following (the "Collateral"):

(i) The patents, patent licenses, patent rights and patent applications set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to this IP Security Agreement, each such supplement being in substantially the form of Appendix A hereto (an "IP Security Agreement Supplement"), executed and delivered by the Debtor to the Secured Party from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions;

(ii) The trademarks including trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Debtor to the Secured Party from time to time);

(iii) The copyrights including copyright registrations and applications and copyright licenses set forth on Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Debtor to the Secured Party from time to time);

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the intellectual property listed on Schedules A,

B and C (the "Owned Intellectual Property"), confidential proprietary information, trade secrets and licenses with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Debtor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE TO  
SENIOR INTELLECTUAL PROPERTY AND SECURITY AGREEMENT

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

FLOWERS TODAY, INC.

By:  11/12/05  
Name: George C. Dukas  
Title: Chief Executive Officer

**SCHEDULE A**  
**to**  
**SENIOR INTELLECTUAL PROPERTY SECURITY AGREEMENT**

LIST OF PATENTS

[NONE]

**SCHEDULE B**  
to  
**SENIOR INTELLECTUAL PROPERTY SECURITY AGREEMENT**

LIST OF TRADEMARKS

| <u>Trademark Description</u>   | <u>U.S./ Foreign Country Serial/Registration No.</u> | <u>Date Registered</u> | <u>Country</u> |
|--------------------------------|--|------------------------|----------------|
| Flowers Sent Today             | 2,527,075  | 01/08/2002             | USA            |
| Creating Smiles Across America | 2,529,431  | 01/15/2002             | USA            |
| Flowers Today                  | 2,777,148  | 10/28/2003             | USA            |
| BLOOMSUSA                      | 3,005,701  | 10/11/2005             | USA            |

| <u>Trademark Application Description</u> | <u>U.S./ Foreign Country Application No.</u> | <u>Date Applied</u> | <u>Country</u> |
|--|--|---------------------|----------------|
| AMERICAN BLOOMS                          | 78588026                                     | 02/01/2005          | USA            |

**SCHEDULE C**  
**to**  
**SENIOR INTELLECTUAL PROPERTY SECURITY AGREEMENT**

LIST OF COPYRIGHTS AND APPLICATIONS

NONE