

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DesignPac Gifts, LLC (f/k/a DesignPac, Inc.)		08/28/2008	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2825576	CIDER HOUSE
Serial Number:	77262360	DOGGONE GOOD!
Registration Number:	3378024	FUN IN A CAN
Serial Number:	77393975	GREAT PERKS
Serial Number:	77393985	LUXE CAFE
Registration Number:	3461397	MAD LAB
Registration Number:	3319899	OLDE SWEET SHOPPE
Serial Number:	77441236	PEPPERMINT PARADE
Registration Number:	3400360	PREMIUM SELECT
Serial Number:	77413252	S'MORESVILLE
Serial Number:	77393972	SNOW VALLEY
Serial Number:	77393983	STARBRIGHT CANDY CO.
Serial Number:	77393980	THE GREAT KERNEL
Serial Number:	77290083	

OP \$390.00 2825576

Registration Number:

3045550

WILDERNESS GOURMET

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7976

Email: ksolomon@stblaw.com

Correspondent Name: Mindy M. Lok, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

509265/1422

NAME OF SUBMITTER:

Mindy M. Lok

Signature:

/ml/

Date:

10/03/2008

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of August 28, 2008 is made by DesignPac Gifts, LLC (f/k/a DesignPac, Inc.), an Illinois limited liability company, located at 2457 West North Avenue, Melrose Park, IL 60160 (the "Obligor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Amended and Restated Credit Agreement, dated as of August 28, 2008 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among 1-800-Flowers.com, Inc., a Delaware corporation and parent of Obligor ("Borrower"), the Lenders and the Agent.

W I T N E S S E T H:

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

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered an Amended and Restated Security Agreement, dated as of August 28, 2008, 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 Obligor 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 Trademarks; and

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

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor 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 Obligor hereby pledges and grants a continuing security interest in and to all of the Obligor's right, title and interest in, to and under the Trademarks and Trademark licenses 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 Trademark that would be rendered invalid, abandoned, void or unenforceable by reason of it being included as part of the Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor 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 Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of 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.

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.

DESIGNPAC GIFTS, LLC

By: [Signature]
Name: Gerard M Gallagher
Title: Corp Secy
Date: 8/28/08

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

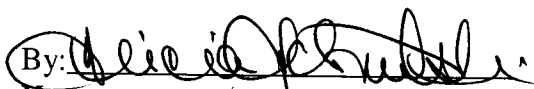
By: _____
Name:
Title:
Date:

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.

DESIGNPAC GIFTS, LLC

By: _____
Name:
Title:
Date:

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

By: 
Name: _____
Title: **ALICIA T. SCHREIBSTEIN**
VICE PRESIDENT
Date: *Sept. 23, 2008*

SCHEDULE A

U.S. Trademark Registrations and Applications

Title	App./Reg. No.
CIDER HOUSE	2,825,576
DOGGONE GOOD!	77/262,360
FUN IN A CAN	3,378,024
GREAT PERKS	77/393,975
LUXE CAFÉ	77/393,985
MAD LAB	3,461,397
OLDE SWEET SHOPPE	3,319,899
PEPPERMINT PARADE	77/441,236
PREMIUM SELECT	3,400,360
S'MORESVILLE	77/413,252
SNOW VALLEY	77/393,972
STARBRIGHT CANDY CO.	77/393,983
THE GREAT KERNEL	77/393,980
RED FOIL 202C BLACK @ 100% BLACK @ 88% BLACK @ 50% AND DESIGN	77/290,083
WILDERNESS GOURMET	3,045,550