

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		04/16/2010	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: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2825576	CIDER HOUSE	
Registration Number:	3643002	DESIGNPAC	
Registration Number:	3671450	DOGGONE GOOD!	
Registration Number:	3378024	FUN IN A CAN	
Registration Number:	3501469	GREAT PERKS	
Registration Number:	3461397	MAD LAB	
Registration Number:	3319899	OLDE SWEET SHOPPE	
Serial Number:	77441236	PEPPERMINT PARADE	
Registration Number:	3400360	PREMIUM SELECT	
Registration Number:	3501756	S'MORESVILLE	
Registration Number:	3498938	SNOW VALLEY	
Registration Number:	3501470	THE GREAT KERNEL	
Registration Number:	3514431		
Registration Number:	3045550	WILDERNESS GOURMET	

OP \$365.00 2825576

TRADEMARK

900162910

REEL: 004211 FRAME: 0757

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:	05/24/2010

Total Attachments: 8
source=DpacT510#page1.tif
source=DpacT510#page2.tif
source=DpacT510#page3.tif
source=DpacT510#page4.tif
source=DpacT510#page5.tif
source=DpacT510#page6.tif
source=DpacT510#page7.tif
source=DpacT510#page8.tif

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 16, 2010 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, 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 April 16, 2010 (as modified and supplemented and in effect from time to time, the "Credit Agreement"), among 1-800-Flowers.com, Inc., a Delaware corporation and parent of Obligor ("Borrower"), each of the other grantors party thereto, the Lenders, and the Agent, and parties to the Amended and Restated Credit Agreement, dated as of August 28, 2008 (as amended, the "Existing Credit Agreement"), among Borrower, the Existing 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 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 a Security Agreement, dated as of April 16, 2010, 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 all of the Obligor's right, title and interest in, to and under 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 Trademark that would be rendered invalid, abandoned, void or unenforceable by reason of its 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.

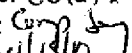
(Remainder of the page intentionally left blank)

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.

DESIGNPAC GIFTS LLC

By: 

Name: Gerard M Gallegher

Title: 

Date: 11/13/10

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

By: _____

Name:

Title:

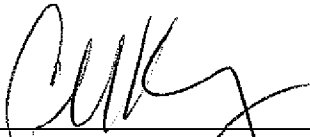
Date:

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

ACKNOWLEDGMENT OF OBLIGOR

STATE OF)
) ss
COUNTY OF)

On the 15th day of April, 2010, before me personally came Guarantia who is personally known to me to be the Corporate Secretary of DESIGNPAC GIFTS LLC (f/k/a/ DesignPac, Inc.), an Illinois limited liability company; who, being duly sworn, did depose and say that she/he is the Corporate Secretary in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.



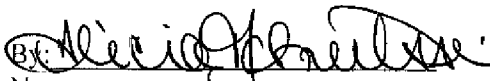
Notary Public
COLLEEN M. KEARNEY
Notary Public, State of New York
No. 02KE6202774
Qualified in Nassau County
Commission Expires March 23, 2013
(PLACE STAMP AND SEAL ABOVE)

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

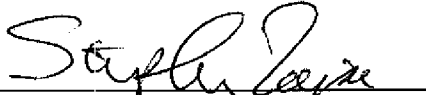
By: 
Name: **ALICIA T. SCHREIBSTEIN**
Title: **VICE PRESIDENT**
Date: **April 15, 2010**

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

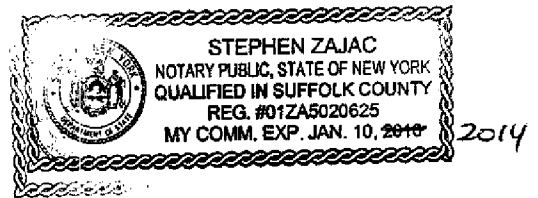
ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF **New York**)
) ss
COUNTY OF **Suffolk**)

On the 15th day of April, 2010, before me personally came Alicia Schreiberstein, who is personally known to me to be the Vice President of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Vice President in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.



Notary Public



Schedule A

U.S. Trademark Registrations and Applications

Mark	Serial No./ Reg. No.
CIDER HOUSE (329-1041)	76/179,230 2,825,576
DESIGNPAC (329-1069)	77/619,566 3,643,002
DOGGONE GOOD! (329-1033)	77/262,360 3,671,450
FUN IN A CAN (329-1044)	77/197,151 3,378,024
GREAT PERKS (329-1038)	77/393,975 3,501,469
MAD LAB (329-1032)	77/321,853 3,461,397
OLDE SWEET SHOPPE (329-1043)	78/610,230 3,319,899
PEPPERMINT PARADE (329-1040)	77/441,236
Mark	Serial No./ <u>Reg. No.</u>
PREMIUM SELECT (329-1045)	77/287,099 3,400,360
S'MORESVILLE (329-1034)	77/413,252 3,501,756

SNOW VALLEY (329-1039)	77/393,972 3,498,938
THE GREAT KERNEL (329-1037)	77/393,980 3,501,470
TUXEDO CHOCOLATE BOX DESIGN (329-1031)	77/290,083 3,514,431
WILDERNESS GOURMET (329-1042)	78/093,392 3,045,550