

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
Flowerama of America, Inc.		08/15/2011	CORPORATION: IOWA
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: 4			
Property Type	Number	Word Mark	
Registration Number:	2214585	FLOWERAMA	
Registration Number:	2231871	FLOWERAMA OF AMERICA	
Registration Number:	2992237	FLOWERAMA	
Registration Number:	3108683	FLOWERAMA	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-2222		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Marcela Robledo, 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:	Marcela Robledo		

CH \$115.00 2214585

900201381

TRADEMARK
REEL: 004617 FRAME: 0432

Signature:	/mr/
Date:	09/06/2011
Total Attachments: 7 source=(12551618)_ (1)_ Flowerama Trademark Security Agreement#page1.tif source=(12551618)_ (1)_ Flowerama Trademark Security Agreement#page2.tif source=(12551618)_ (1)_ Flowerama Trademark Security Agreement#page3.tif source=(12551618)_ (1)_ Flowerama Trademark Security Agreement#page4.tif source=(12551618)_ (1)_ Flowerama Trademark Security Agreement#page5.tif source=(12551618)_ (1)_ Flowerama Trademark Security Agreement#page6.tif source=(12551618)_ (1)_ Flowerama Trademark Security Agreement#page7.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of August 15, 2011 is made by FLOWERAMA OF AMERICA, INC., an Iowa corporation, located at One Old Country Road, Suite 500, Carle Place, NY 11514 (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, in connection with the Credit Agreement and the Security Agreement, the Obligor has executed and delivered a Subsidiary Joinder Agreement dated as of August 15, 2011, in favor of the Agent (the "Subsidiary Joinder Agreement").

WHEREAS, pursuant to the Security Agreement and the Subsidiary Joinder 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, Security Agreement, and Subsidiary Joinder 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, the Security Agreement, and Subsidiary Joinder 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.

FLOWERAMA OF AMERICA, INC.

By: *G. M. Gallagher*
Name: GERAED M. GALLAGHER
Title: CORP. SECRETARY
Date: 8/17/11

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

By: _____
Name: _____
Title: _____
Date: _____

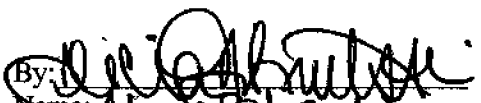
[Signature Page to Grant of Security Interest in Trademark Rights]

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.

FLOWERAMA OF AMERICA, INC.

By: _____
Name:
Title:
Date:

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

By: 
Name: Alicia Chreubstein
Title: Vice President
Date: August 23, 2011

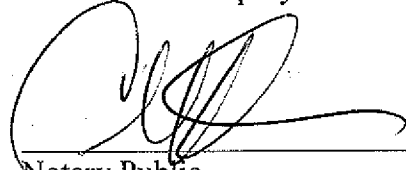
[Signature Page to Grant of Security Interest in Trademark Rights]

ACKNOWLEDGMENT OF OBLIGOR

STATE OF)
) ss
COUNTY OF)

On the 17th day of August, 2011, before me personally came GERARD M. GALLAGHER who is personally known to me to be the CORP. SECRETARY of FLOWERAMA OF AMERICA, INC., an Iowa corporation; who, being duly sworn, did depose and say that she/he is the CORP. SECRETARY in such company, the 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 company; and that she/he acknowledged said instrument to be the free act and deed of said company.

COLLEEN M. KEARNEY
Notary Public, State of New York
No. 02KE6202774
Qualified in Nassau County
Commission Expires March 23, 2013




Notary Public

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF NY)
COUNTY OF Suffolk)^{ss}

On the 23rd day of August, 2011, before me personally came Alicia Schresbstein, 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 **STEPHEN ZAJAC**
Notary Public, State of New York
No. 01ZA5020625
Qualified in Suffolk County
Commission Expires Jan. 10, ~~2008~~ 2014
(PLACE STAMP AND SEAL ABOVE)

Schedule A

U.S. Trademark Registrations

Mark	Reg. No.
FLOWERAMA	2,214,585
FLOWERAMA OF AMERICA AND DESIGN	2,231,871
FLOWERAMA AND DESIGN	2,992,237
FLOWERAMA AND DESIGN	3,108,683