

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
TETERS FLORAL PRODUCTS, INC.,		02/07/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	BLOOM FINANCE COMPANY LLC, as agent
Street Address:	2 Sound View Drive
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	4249104	SAGE & CO. FLORAL GIFT HOME
Registration Number:	3870439	CREATIVE CONNECTION BY TETERS

CORRESPONDENCE DATA	
Fax Number:	2027393001
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	202-739-5652
Email:	chowell@morganlewis.com
Correspondent Name:	Catherine R. Howell, Senior Paralegal
Address Line 1:	1111 Pennsylvania Ave., N.W. Attn: TMSU
Address Line 2:	Morgan, Lewis & Bockius LLP
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	011243-0007
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal

CH \$65.00 4249104

Signature:	/Catherine R. Howell/
Date:	02/12/2014
Total Attachments: 5 source=teters tm#page1.tif source=teters tm#page2.tif source=teters tm#page3.tif source=teters tm#page4.tif source=teters tm#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of February 7, 2014, between TETERS FLORAL PRODUCTS, INC., a Delaware corporation ("Grantor"), and BLOOM FINANCE COMPANY LLC, as agent under the Loan Agreement (as defined below) (together with its successors and assigns, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Second Lien Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Grantor, the other Loan Parties party thereto, the Lenders party thereto from time to time and Agent, the Lenders have agreed to make Loans to Grantor; and

WHEREAS, in order to induce Agent and the Lenders to enter into the Loan Agreement and other Loan Documents and to induce the Lenders to make the Tranche C Loans, Grantor has agreed to execute and deliver this Trademark Security Agreement to Agent, for the benefit of itself and the Lenders.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of itself and the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers now held or hereafter acquired by the Grantor, any registration or recording of the foregoing, and any application in connection therewith (excluding any intent-to-use trademark application for which an amendment to allege use under 15 U.S.C. §1051(c) or statement of use under 15 U.S.C. §1051(d) has not been filed), including, without limitation, those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all trademark licenses to which Grantor is a party;

(d) all goodwill of the business associated with the use of, and symbolized by, any of the foregoing; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any of the foregoing or (ii) injury to the goodwill associated with any trademark or any of the foregoing.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be

owed by Grantor to the Lenders whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks or trademark licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall promptly notify Agent in writing of any such new trademarks for which Grantor files an application for registration with the United States Patent and Trademark Office (or in the case of an intent-to-use trademark application, the filing of an amendment to allege use under 15 U.S.C. §1051(c) or statement of use under 15 U.S.C. §1051(d)). Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record (such term is defined in Section 9-102(a)(69) of the UCC) and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[Signatures Immediately Follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Grantor:

TETERS FLORAL PRODUCTS, INC.

By:  _____

Name: John Silvestri

Title: President and Chief Executive Officer

ACKNOWLEDGED AND AGREED:

Agent:

BLOOM FINANCE COMPANY LLC

By: _____

Name: William Forrest

Title: President and Managing Member

Signature Page to Trademark Security Agreement (Second Lien)

**TRADEMARK
REEL: 005215 FRAME: 0637**

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Grantor:

TETERS FLORAL PRODUCTS, INC.

By: _____

Name: John Silvestri

Title: President and Chief Executive Officer

ACKNOWLEDGED AND AGREED:

Agent:

BLOOM FINANCE COMPANY LLC

By:  _____

Name: William Forrest

Title: President and Managing Member

Signature Page to Trademark Security Agreement (Second Lien)

**TRADEMARK
REEL: 005215 FRAME: 0638**

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

<u>Trademark</u>	<u>Serial No.</u>	<u>Reg. No.</u>
Sage & Co. Floral Gift Home	85515681	4,249,104
Creative Connection by Teters	85000609	3,870,439

DEH/643549/1v2