

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321909

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		09/30/2014	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	DesignPac Gifts LLC
Street Address:	2457 West North Avenue
City:	Melrose Park
State/Country:	ILLINOIS
Postal Code:	60160
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3319899	OLDE SWEET SHOPPE
Registration Number:	3045550	WILDERNESS GOURMET
Registration Number:	2825576	CIDER HOUSE
Registration Number:	3400360	PREMIUM SELECT
Registration Number:	3378024	FUN IN A CAN
Serial Number:	77321853	MAD LAB
Serial Number:	77262360	DOGGONE GOOD!
Serial Number:	77290083	
Serial Number:	77413252	S'MORESVILLE
Serial Number:	77393983	STARBRIGHT CANDY CO.
Serial Number:	77393985	LUXE CAFE
Serial Number:	77393980	THE GREAT KERNEL
Serial Number:	77393975	GREAT PERKS
Serial Number:	77393972	SNOW VALLEY
Serial Number:	77441236	PEPPERMINT PARADE

CORRESPONDENCE DATA

Fax Number: 2124552502

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

TRADEMARK

Phone: (212) 455-3605
Email: ksolomon@stblaw.com
Correspondent Name: Genevieve Dorment, 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: Genevieve Dorment

SIGNATURE: /gd/

DATE SIGNED: 10/31/2014

Total Attachments: 3

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of September 30, 2014, from JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent") to DESIGNPAC GIFTS LLC, an Illinois limited liability company (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of May 1, 2006, in favor of the Administrative Agent (the "Security Agreement") and the Subsidiary Joinder Agreement dated as of April 30, 2008 (the "Subsidiary Joinder Agreement"), Grantor granted a security interest (the "Security Interest") to the Administrative Agent in certain collateral;

WHEREAS, pursuant to that certain Short-Form United States Trademark Security Agreement dated as of April 30, 2008, among the Administrative Agent and Grantor (the "Trademark Security Agreement"), Grantor, by reference to the Security Agreement and the Subsidiary Joinder Agreement, reaffirmed its intent to grant the Security Interest to the Administrative Agent specifically in the Trademark Collateral (as that term is defined in the Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 8, 2008 at Reel 3773 and Frame 0784.

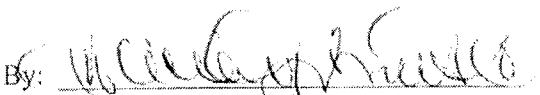
WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby states as follows:

1. Definitions. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement.
2. Release of Security Interest. The Administrative Agent hereby terminates, releases and discharges, without recourse, representation or warranty, its Security Interest in the Trademark Collateral, and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void.
3. Further Assurances. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.

By: 
Name: Alicia Schreiber
Title: Vice President

[Signature Page to Termination and Release of Security Interest in Trademark Rights]

TRADEMARK
REEL: 005392 FRAME: 0266

SCHEDULE I

1-800 FLOWERS U.S. REGISTERED TRADEMARKS

U.S. Registered Marks:

Mark	Registration Number	Owner
Olde Sweet Shoppe	3319899	DesignPac Gifts LLC
Wilderness Gourmet	3045550	DesignPac Gifts LLC
Cider House	2825576	DesignPac Gifts LLC
PREMIUM SELECT	3400360	DesignPac Gifts LLC
FUN IN A CAN	3378024	DesignPac Gifts LLC

Applications have been filed for the following Marks:

Mark	Serial #	Owner
MAD LAB	77321853	DesignPac Gifts LLC
Doggone Good!	77262360	DesignPac Gifts LLC
“tuxedo chocolate box” design, RED FOIL 202C BLACK @ 100% BLACK @ 88% BLACK @ 50%	77290083	DesignPac Gifts LLC
S'Moresville	77413252	DesignPac Gifts LLC
Starbright Candy Co.	77393983	DesignPac Gifts LLC
Luxe Café	77393985	DesignPac Gifts LLC
The Great Kernel	77393980	DesignPac Gifts LLC
Great Perks	77393975	DesignPac Gifts LLC
Snow Valley	77393972	DesignPac Gifts LLC
PEPPERMINT PARADE	77441236	DesignPac Gifts LLC