

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Patent Security Agreement |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| RUSS BERRIE U.S. GIFT, INC. | 12/23/2008 |
| RECEIVING PARTY DATA | |
| Name: | RUSS BERRIE & COMPANY, INC. |
| Street Address: | 111 BAUER DRIVE |
| City: | OAKLAND |
| State/Country: | NEW JERSEY |
| Postal Code: | 07436 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 5071385 |
| CORRESPONDENCE DATA | |
| Fax Number: | (212)836-8689 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 2128367999 |
| Email: | stobias@kayescholar.com |
| Correspondent Name: | Stanley Tobias |
| Address Line 1: | c/o Kaye Scholer LLP, 425 Park Avenue |
| Address Line 2: | Room 16-68 |
| Address Line 4: | New York, NEW YORK 10022 |
| ATTORNEY DOCKET NUMBER: | 06340-0001 |
| NAME OF SUBMITTER: | Stanley Tobias |
| Total Attachments: 5 source=Patent Russ Berrie#page1.tif source=Patent Russ Berrie#page2.tif source=Patent Russ Berrie#page3.tif source=Patent Russ Berrie#page4.tif | |

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 23rd day of December, 2008, among the Grantor listed on the signature page hereof ("Grantor"), and RUSS BERRIE AND COMPANY, INC., in its capacity as Secured Party (together with its successors, "Secured Party").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Purchase Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Acquisition Agreement"), dated December 23, 2008, among The Russ Companies, Inc., a Delaware corporation (the "Purchaser") and Secured Party, the Purchaser will purchase all of the issued and outstanding capital stock of each Sub (as defined in the Acquisition Agreement) and certain other assets described therein;

WHEREAS, Secured Party is willing to enter into the Acquisition Agreement, but only upon the condition, that Grantor and other grantors party thereto shall have executed and delivered to Secured Party, for the benefit of Secured Party, that certain Security Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party, for the benefit of Secured Party, this Patent Security Agreement;

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 but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Grantor hereby grants to Secured Party a continuing second priority security interest (junior only to Liens in favor of the Senior Lender and subject to Permitted Liens) 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 "Patent Collateral"):

(a) all of its Patents and Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral made and granted

hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new patent rights. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Patent 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 Patent Security Agreement 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 by e-mail transmission shall be deemed an original signature hereto.

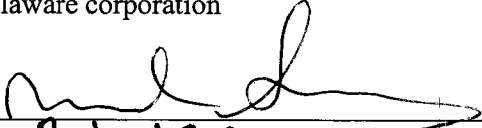
6. TERMINATION. Upon the full performance of the obligations (other than indemnity obligations that are not then due and payable), Secured Party shall execute, acknowledge and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Patent Security Agreement.

[SIGNATURE PAGE FOLLOWS]

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

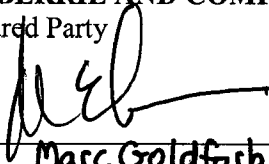
GRANTOR:

RUSS BERRIE U.S. GIFT, INC.,
a Delaware corporation

By: 
Name: Richard Snow
Title: President

ACCEPTED AND ACKNOWLEDGED
BY:

RUSS BERRIE AND COMPANY, INC.,
as Secured Party

By: 
Name: Marc Goldfarb
Title: Senior Vice President, General
Counsel & Secretary

SCHEDULE I

Russ Berrie U.S. Gift, Inc.

| Title | Patent Number | Issue Date |
|----------------|---------------------------|-------------------|
| Posable Figure | U.S. Patent No. 5,071,385 | December 10, 1991 |