

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3605966

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|---|---|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | ENESCO, LLC | 11/06/2015 |
| RECEIVING PARTY DATA | | |
| Name: | JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT | |
| Street Address: | 10 SOUTH DEARBORN | |
| Internal Address: | FLOOR 22 | |
| City: | CHICAGO | |
| State/Country: | ILLINOIS | |
| Postal Code: | 60603 | |
| PROPERTY NUMBERS Total: 3 | | |
| | Property Type | Number |
| | Patent Number: | D474060 |
| | Patent Number: | D602710 |
| | Patent Number: | D658241 |
| CORRESPONDENCE DATA | | |
| Fax Number: | (312)558-5700 | |
| <i>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.</i> | | |
| Phone: | 312 558-6352 | |
| Email: | mfoy@winston.com | |
| Correspondent Name: | MICHELLE FOY, WINSTON & STRAWN LLP | |
| Address Line 1: | 35 W. WACKER DRIVE | |
| Address Line 2: | SUITE 4200 | |
| Address Line 4: | CHICAGO, ILLINOIS 60601 | |
| ATTORNEY DOCKET NUMBER: | 181032.00432 | |
| NAME OF SUBMITTER: | MICHELLE C. FOY | |
| SIGNATURE: | /Michelle C Foy/ | |
| DATE SIGNED: | 11/06/2015 | |
| | This document serves as an Oath/Declaration (37 CFR 1.63). | |
| Total Attachments: 7 | | |

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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (this “Agreement”) dated as of November 6, 2015, is made by and between Enesco, LLC, a Delaware limited liability company (the “Grantor”), having its chief executive office at 225 Windsor Drive, Itasca, Illinois, 60143, and JPMorgan Chase Bank, N.A., as Administrative Agent (the “Administrative Agent”), with offices at 10 South Dearborn, Floor 22, Chicago, Illinois, 60603.

WHEREAS, the Grantor, the other Loan Parties party thereto, the Administrative Agent, and the other Lenders party thereto entered into that certain Credit Agreement dated June 28, 2012;

WHEREAS, Grantor previously executed and delivered to the Secured Parties that certain Pledge and Security Agreement dated as of June 28, 2012 executed by the Grantor and the other U.S. Loan Parties party thereto (including annexes, exhibits or schedules thereto, as amended through the date hereof, the “Existing Security Agreement”) in favor of the Administrative Agent, for the ratable benefit of itself and the Secured Parties and that certain Intellectual Property Security Agreement dated as of June 28, 2012, between Grantor and the Administrative Agent (including all annexes, exhibits or schedules thereto, as amended or supplemented through the date hereof, the “Existing Intellectual Property Security Agreement”);

WHEREAS, the Grantor, the other Loan Parties party thereto, the Administrative Agent, and the other Lenders party thereto are concurrently entering into that certain Amended and Restated Credit Agreement dated as of the date hereof (as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”) and the Grantor, the other U.S. Loan Parties party thereto and the Administrative Agent, for the ratable benefit of itself and the Secured Parties are concurrently entering into that certain Amended and Restated Pledge and Security Agreement dated as of the date hereof (as from time to time amended, restated, supplemented or otherwise modified, the “Pledge and Security Agreement”);

WHEREAS, as a condition to the Lenders entering into the Credit Agreement, and pursuant to the Pledge and Security Agreement, Grantor has agreed to amend and restate the Existing Intellectual Property Security Agreement; and

WHEREAS, capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Pledge and Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby confirms the grant pursuant to the Pledge and Security Agreement, to the Administrative Agent, for the ratable benefit of itself and the Secured Parties, of a security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all Patents and Trademarks and all of the goodwill of the business symbolized by each Trademark of the Grantor, including, without limitation, each

Material Patent and Material Trademark listed on Schedule A or Schedule B, respectively;

(ii) all income, royalties, and damages hereafter due or payable with respect to any Patent and Trademark, including, without limitation, each Material Trademark listed on Schedule B; and

(iii) all claims by the Grantor against third parties for (a) income, royalties, and damages hereafter due or payable with respect to any Trademark, and (b) past, present or future infringement of any Patent or Trademark.

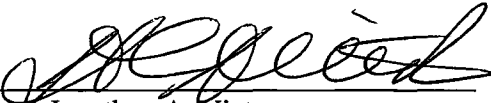
The rights and remedies of the Administrative Agent with respect to the security interest described herein are set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

ENESCO, LLC,
a Delaware limited liability company,
as Grantor

By: 
Name: Jonathan A. Victor
Title: Vice President

[SIGNATURE PAGE TO A&R INTELLECTUAL PROPERTY SECURITY AGREEMENT]

PATENT
REEL: 037059 FRAME: 0385

Agreed and Accepted as of the date first set forth above.

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: Kelly O'Malley
Name: Kelly O'Malley
Title: Authorized Officer

[Signature Page to A&R Intellectual Property Security Agreement]





Schedule A
to
Amended and Restated
Intellectual Property Security Agreement


MATERIAL PATENTS

| <u>NAME OF GRANTOR</u> | <u>PATENT DESCRIPTION</u> | <u>PATENT NUMBER</u> | <u>ISSUE DATE</u> |
|-----------------------------------|----------------------------------|-----------------------------|--------------------------|
| Enesco LLC | Child's Blanket | D474,060 | 5/6/2003 |
| Enesco LLC | School Bus Display Unit | D602,710 | 10/27/2009 |
| Enesco LLC | Toy With Multiple Positions | D658,241 | 4/24/2012 |

Schedule B
to
Amended and Restated
Intellectual Property Security Agreement

MATERIAL TRADEMARKS

| Name of Grantor | Trademark | Registration Number | Registration Date |
|-----------------|--|---------------------|-------------------|
| Enesco, LLC | 56 | 2,491,303 | 9/18/2001 |
| Enesco, LLC |  | 2,488,659 | 9/11/2001 |
| Enesco, LLC | A BREED APART | 3,837,065 | 8/24/2010 |
| Enesco, LLC |  | 2,479,541 | 8/21/2001 |
| Enesco, LLC | BABYGUND | 1,743,975 | 12/29/1992 |
| Enesco, LLC | CHERISHED TEDDIES | 1,846,853 | 7/26/1994 |
| Enesco, LLC | CHERISHED TEDDIES | 1,846,683 | 7/26/1994 |
| Enesco, LLC | CHERISHED TEDDIES | 1,756,896 | 3/9/1991 |
| Enesco, LLC | CHERISHED TEDDIES | 2,395,261 | 10/17/2000 |
| Enesco, LLC |  | 1,685,357 | 5/5/1992 |
| Enesco, LLC | CIRCLE OF LOVE | 3,892,518 | 12/21/2010 |
| Enesco, LLC | COMFY COZY | 2,750,085 | 8/12/2003 |
| Enesco, LLC | DEPARTMENT 56 | 2,094,027 | 9/9/1997 |
| Enesco, LLC | DEPARTMENT  | 2,912,803 | 12/21/2004 |
| Enesco, LLC | DICKENS VILLAGE SERIES | 1,911,439 | 8/15/1995 |

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|-------------|---|-----------|------------|
| Enesco, LLC |  | 3,858,410 | 10/5/2010 |
| Enesco, LLC | ENESCO | 1,333,278 | 4/30/1985 |
| Enesco, LLC | ENESCO | 1,335,414 | 5/14/1985 |
| Enesco, LLC | ENESCO | 1,336,916 | 5/21/1985 |
| Enesco, LLC | ENESCO | 1,390,930 | 4/22/1986 |
| Enesco, LLC | ENESCO | 1,329,471 | 4/9/1985 |
| Enesco, LLC | ENESCO | 1,330,918 | 4/16/1985 |
| Enesco, LLC | FLOURISH | 4,570,888 | 7/22/2014 |
| Enesco, LLC | FOUNDATIONS | 2,838,698 | 5/4/2004 |
| Enesco, LLC | GLOBAL & VINE | 4,400,915 | 9/10/2013 |
| Enesco, LLC | GOOBER | 3,320,963 | 10/23/2007 |
| Enesco, LLC | GOTTA GETTA GUND | 1,232,054 | 3/22/1983 |
| Enesco, LLC | GUND | 1,545,472 | 6/27/1989 |
| Enesco, LLC | LEGACY OF LOVE | 3,876,244 | 11/16/2010 |
| Enesco, LLC | NEW ENGLAD VILLAGE | 1,736,644 | 12/1/1992 |
| Enesco, LLC | OUR NAME IS MUD | 4,258,336 | 2/5/2013 |
| Enesco, LLC | POSSIBLE DREAMS | 1,670,284 | 12/31/1991 |
| Enesco, LLC | POSSIBLE DREAMS | 1,680,411 | 3/24/1992 |
| Enesco, LLC | REALLY GREAT NEWS | 4,574,522 | 7/29/2014 |
| Enesco, LLC | <i>Snow Village</i> | 1,792,650 | 9/14/1993 |
| Enesco, LLC | SNOWBABIES | 2,837,678 | 5/4/2004 |
| Enesco, LLC | SNOWBABIES | 3,996,329 | 7/19/2011 |
| Enesco, LLC | SNOWBUNNIES | 2,132,895 | 1/27/1998 |
| Enesco, LLC | <i>Snowbunnies</i> | 2,185,150 | 8/25/1998 |
| Enesco, LLC | SNOWPINIONS | 4,612,396 | 9/30/2014 |
| Enesco, LLC | SNUFFLES | 1,507,361 | 10/4/1988 |
| Enesco, LLC | THE WORLD'S MOST HUGGABLE...SINCE1898 | 2,845,961 | 5/25/2004 |
| Enesco, LLC | TINKLE, CRINKLE, RATTLE & SQUEAK | 1,696,247 | 6/23/1992 |