

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
Enesco, LLC		04/19/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as Collateral Agent
Street Address:	One Boston Place, Suite 1800
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 80

Property Type	Number	Word Mark
Registration Number:	0847733	AQUILAUN
Registration Number:	0890219	BIG WHEEL
Registration Number:	1946341	CALICO KITTENS
Registration Number:	2565934	CHERISHED RETAILER
Registration Number:	2516829	CHERISHED TEDDIES BY ENESCO
Registration Number:	1756896	CHERISHED TEDDIES
Registration Number:	1846683	CHERISHED TEDDIES
Registration Number:	1846853	CHERISHED TEDDIES
Registration Number:	1850689	CHERISHED TEDDIES
Registration Number:	1854690	CHERISHED TEDDIES
Registration Number:	2354727	CHERISHED TEDDIES
Registration Number:	2395261	CHERISHED TEDDIES
Registration Number:	2484954	CHERISHED TEDDIES

OP \$2015.00 0847733

Registration Number:	0610392	COMMANDER
Registration Number:	0623248	COOL-A-PED
Registration Number:	2824274	COUNTRYGATE
Registration Number:	0863709	ENDA-BUG
Registration Number:	1335414	ENESCO
Registration Number:	1329471	ENESCO
Registration Number:	1330918	ENESCO
Registration Number:	1333278	ENESCO
Registration Number:	1332795	ENESCO
Registration Number:	1336916	ENESCO
Registration Number:	1390930	ENESCO
Registration Number:	0400830	E-Z
Registration Number:	0630884	EZ WAXER
Registration Number:	2470214	FESTIVITIES BY ENESCO
Registration Number:	2510901	FESTIVITIES BY ENESCO
Registration Number:	2550420	FESTIVITIES BY ENESCO
Registration Number:	2570355	FESTIVITIES BY ENESCO
Registration Number:	2605158	FESTIVITIES BY ENESCO
Registration Number:	2632141	FESTIVITIES BY ENESCO
Registration Number:	2632142	FESTIVITIES BY ENESCO
Registration Number:	2640031	FESTIVITIES BY ENESCO
Registration Number:	0903999	FIRST MATE
Registration Number:	2838698	FOUNDATIONS
Registration Number:	0401156	GERM-TROL
Registration Number:	1237382	GROWING UP
Registration Number:	1055594	LADY CATHERINE
Registration Number:	0806478	LEGEND OF LOVE
Registration Number:	2439488	LIFE IS A CAROUSEL
Registration Number:	0977889	LOOK SEE
Registration Number:	0855326	LUSTRE LAST
Registration Number:	1291703	MAGIC SHIELD
Registration Number:	2375125	MARY'S MOO MOOS
Registration Number:	2809894	MILIEU ENVIRONMENT FROM ENESCO
Registration Number:	1637947	QUALITY PLUS
Registration Number:	0556951	SILENT MAID

Registration Number:	0561875	SILENT MAID
Registration Number:	0983037	SKIN SCRUBBER
Registration Number:	1189366	SLIMLINE
Registration Number:	0629965	SLIMLINE
Registration Number:	2721234	SPIRITUELLE
Registration Number:	0636462	STANLEY
Registration Number:	0669463	STANLEY
Registration Number:	1250098	STANLEY HOME PRODUCTS
Registration Number:	2251533	STANLEY HOME PRODUCTS
Registration Number:	2251534	STANLEY HOME PRODUCTS
Registration Number:	2253763	STANLEY HOME PRODUCTS
Registration Number:	2253764	STANLEY HOME PRODUCTS
Registration Number:	2253765	STANLEY HOME PRODUCTS
Registration Number:	2253766	STANLEY HOME PRODUCTS
Registration Number:	2253767	STANLEY HOME PRODUCTS
Registration Number:	2255730	STANLEY HOME PRODUCTS
Registration Number:	2360401	STANLEY HOME PRODUCTS
Registration Number:	1337482	STANLEY
Registration Number:	0877467	STANLEY
Registration Number:	1396351	STAN-PAC
Registration Number:	0426252	STAN-WICK
Registration Number:	2895951	TEDDIES TO CHERISH
Registration Number:	2973908	TEDDIES TO CHERISH
Registration Number:	1507335	THE ENESCO TREASURY OF CHRISTMAS ORNAMENTS
Registration Number:	2534539	TOUCHING LIVES WITH BEAUTY AND EMOTION
Registration Number:	0591418	TRY-IT
Registration Number:	1195765	AMAZO II
Registration Number:	1179779	CLEAR THE AIR
Registration Number:	1203290	C-PLUS
Registration Number:	2497748	CREATIONS
Registration Number:	2071612	GREGG
Registration Number:	2408794	FLUTTERBUGS

CORRESPONDENCE DATA

Fax Number: (312)863-7865

TRADEMARK
REEL: 003526 FRAME: 0112

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson
Address Line 1: 55 E. Monroe St, Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.143
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	04/20/2007

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 19th day of April, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Collateral Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Enesco, LLC, as a borrower ("Enesco"), certain affiliates of Enesco (collectively with Enesco, the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent (in various agency capacities), the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated 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, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark 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, each 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 or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such 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 of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured 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 Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. 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 by e-mail 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 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 or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. 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 and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

IN WITNESS WHEREOF, each 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.

ENESCO, LLC

By: EGI Holdings, LLC,
its Managing Member

By: 
Name: Seth Hendon
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Collateral Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each 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.


ENESCO, LLC

By: EGI Holdings, LLC,
its Managing Member

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Collateral Agent

By: 
Name: Katherine McDonald
Title: VP

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Reg./App. No.	Record Owner	Country
AQUILAUN	847,733	Enesco, LLC	United States
BIG WHEEL	890,219	Enesco, LLC	United States
CALICO KITTENS	1,946,341	Enesco, LLC	United States
CHERISHED RETAILER	2,565,934	Enesco, LLC	United States
CHERISHED TEDDIES BY ENESCO & Design	2,516,829	Enesco, LLC	United States
CHERISHED TEDDIES	1,756,896	Enesco, LLC	United States
CHERISHED TEDDIES	1,846,683	Enesco, LLC	United States
CHERISHED TEDDIES	1,846,853	Enesco, LLC	United States
CHERISHED TEDDIES	1,850,689	Enesco, LLC	United States
CHERISHED TEDDIES	1,854,690	Enesco, LLC	United States
CHERISHED TEDDIES	2,354,727	Enesco, LLC	United States
CHERISHED TEDDIES	2,395,261	Enesco, LLC	United States
CHERISHED TEDDIES	2,484,954	Enesco, LLC	United States
COMMANDER	610,392	Enesco, LLC	United States
COOL-A-PED	623,248	Enesco, LLC	United States
COUNTRYGATE	2,824,274	Enesco, LLC	United States
ENDA-BUG	863,709	Enesco, LLC	United States
ENESCO	1,335,414	Enesco, LLC	United States
ENESCO	1,329,471	Enesco, LLC	United States
ENESCO	1,330,918	Enesco, LLC	United States
ENESCO	1,333,278	Enesco, LLC	United States
ENESCO	1,332,795	Enesco, LLC	United States
ENESCO	1,336,916	Enesco, LLC	United States
ENESCO	1,390,930	Enesco, LLC	United States
E-Z	400,830	Enesco, LLC	United States
EZ WAXER	630,884	Enesco, LLC	United States
FESTIVITIES BY ENESCO	2,470,214	Enesco, LLC	United States
FESTIVITIES BY ENESCO	2,510,901	Enesco, LLC	United States
FESTIVITIES BY ENESCO	2,550,420	Enesco, LLC	United States
FESTIVITIES BY ENESCO	2,570,355	Enesco, LLC	United States
FESTIVITIES BY ENESCO	2,605,158	Enesco, LLC	United States
FESTIVITIES BY ENESCO	2,632,141	Enesco, LLC	United States
FESTIVITIES BY ENESCO	2,632,142	Enesco, LLC	United States
FESTIVITIES BY ENESCO	2,640,031	Enesco, LLC	United States
FIRST MATE	903,999	Enesco, LLC	United States

Mark	Reg./App. No.	Record Owner	Country
FOUNDATIONS	2,838,698	Enesco, LLC	United States
GERM-TROL	401,156	Enesco, LLC	United States
GROWING UP	1,237,382	Enesco, LLC	United States
LADY CATHERINE	1,055,594	Enesco, LLC	United States
LEGEND OF LOVE	806,478	Enesco, LLC	United States
LIFE IS A CAROUSEL	2,439,488	Enesco, LLC	United States
LOOK SEE	977,889	Enesco, LLC	United States
LUSTRE LAST	855,326	Enesco, LLC	United States
MAGIC SHIELD	1,291,703	Enesco, LLC	United States
MARY'S MOO MOOS	2,375,125	Enesco, LLC	United States
MILIEU ENVIRONMENT FROM ENESCO	2,809,894	Enesco, LLC	United States
QUALITY PLUS	1,637,947	Enesco, LLC	United States
SILENT MAID	556,951	Enesco, LLC	United States
SILENT MAID	561,875	Enesco, LLC	United States
SKIN SCRUBBER	983,037	Enesco, LLC	United States
SLIMLINE	1,189,366	Enesco, LLC	United States
SLIMLINE	629,965	Enesco, LLC	United States
SPIRITUELLE	2,721,234	Enesco, LLC	United States
STANLEY (stylized)	636,462	Enesco, LLC	United States
STANLEY (stylized)	669,463	Enesco, LLC	United States
STANLEY HOME PRODUCTS + design	1,250,098	Enesco, LLC	United States
STANLEY HOME PRODUCTS	2,251,533	Enesco, LLC	United States
STANLEY HOME PRODUCTS	2,251,534	Enesco, LLC	United States
STANLEY HOME PRODUCTS	2,253,763	Enesco, LLC	United States
STANLEY HOME PRODUCTS	2,253,764	Enesco, LLC	United States
STANLEY HOME PRODUCTS	2,253,765	Enesco, LLC	United States
STANLEY HOME PRODUCTS	2,253,766	Enesco, LLC	United States
STANLEY HOME PRODUCTS	2,253,767	Enesco, LLC	United States
STANLEY HOME PRODUCTS	2,255,730	Enesco, LLC	United States
STANLEY HOME PRODUCTS	2,360,401	Enesco, LLC	United States
STANLEY	1,337,482	Enesco, LLC	United States
STANLEY	877,467	Enesco, LLC	United States
STAN-PAC	1,396,351	Enesco, LLC	United States

Mark	Reg./App. No.	Record Owner	Country
STAN-WICK (stylized)	426,252	Enesco, LLC	United States
TEDDIES TO CHERISH	2,895,951	Enesco, LLC	United States
TEDDIES TO CHERISH	2,973,908	Enesco, LLC	United States
THE ENESCO TREASURY OF CHRISTMAS ORNAMENTS	1,507,335	Enesco, LLC	United States
TOUCHING LIVES WITH BEAUTY AND EMOTION	2,534,539	Enesco, LLC	United States
TRY-IT	591,418	Enesco, LLC	United States
AMAZO II	1,195,765	Enesco, LLC	United States
CLEAR THE AIR	1,179,779	Enesco, LLC	United States
C-PLUS	1,203,290	Enesco, LLC	United States
CREATIONS	2,497,748	Enesco, LLC	United States
GREGG	2,071,612	Enesco, LLC	United States
FLUTTERBUGS	2,408,794	Enesco, LLC	United States

Trade Names

Enesco Group, Inc.
Gregg Manufacturing Corporation

Common Law Trademarks

None.