

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Enesco, LLC		04/19/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 64**

Property Type	Number	Word Mark
Registration Number:	1483406	GOTTA GETTA GUND
Registration Number:	2479541	BABY GUND
Registration Number:	2664098	BABY GUND
Registration Number:	2931198	BABY GUND
Registration Number:	3013578	BABY GUND
Registration Number:	2784156	BABY GUND
Registration Number:	2846300	BABY GUND
Registration Number:	2849084	BABY GUND
Registration Number:	3099300	BABY GUND
Registration Number:	3357104	BABY GUND
Registration Number:	2952825	BABY GUND
Registration Number:	3437593	BABY GUND NURSERY
Registration Number:	3188281	BABY GUND NURSERY

**OP \$1615.00 1483406**

Registration Number:	2780232	BABY JUNGLE COLLECTION
Registration Number:	1743975	BABYGUND
Registration Number:	2592099	BARTON'S CREEK COLLECTION
Registration Number:	2388522	BEANSTIX
Registration Number:	1423008	BEAR TALES
Registration Number:	1557548	BUBBLE GUND
Registration Number:	2719923	BUNDLE OF BLESSINGS
Registration Number:	1151128	COLLECTORS CLASSIC
Registration Number:	2750085	COMFY COZY
Registration Number:	2933829	COZIES
Registration Number:	1683082	DOLLIPOP
Registration Number:	2845968	DOTTIE DOTS
Registration Number:	2765920	DREYFUS
Registration Number:	2905326	FLOPADOODLES
Registration Number:	2923984	FLUPPETS
Registration Number:	3127831	GARSTANG
Registration Number:	1117773	GOLLY BEAR
Registration Number:	3320963	GOOBER
Registration Number:	1232054	GOTTA GETTA GUND
Registration Number:	1510266	GOTTA GETTA GUND
Registration Number:	1545472	GUND
Registration Number:	2543939	GUND
Registration Number:	0746186	GUND
Registration Number:	1546555	GUND
Serial Number:	77459173	GUND BABY
Registration Number:	3354241	GUND FUN
Registration Number:	3160510	GUND GIRLS
Registration Number:	3189902	GUND KIDS
Registration Number:	2640855	GUND@HOME
Registration Number:	0759144	GUNDERFUL
Registration Number:	1410722	GUNDY
Registration Number:	1802839	HEADS N' TALES
Registration Number:	2323005	HUGS & KISSES
Registration Number:	2493481	JIGGLES
Registration Number:	1486217	KINDER GUND

Registration Number:	2765221	KLUMBSY'S
Registration Number:	2851381	KNUFFLES
Registration Number:	2820306	LI'L ALL STAR
Registration Number:	2798781	LITTLE QUACK-UPS
Registration Number:	1145851	LUV ME BEAR
Registration Number:	2977499	M.V.B.
Registration Number:	2845962	MANNI
Registration Number:	2977493	MOST VALUABLE BABY
Registration Number:	1507360	MUTTSY
Registration Number:	1507361	SNUFFLES
Registration Number:	2704364	THE SNOWFALLS
Registration Number:	2845961	THE WORLD'S MOST HUGGABLE...SINCE 1898
Registration Number:	3130812	THINKING OF YOU
Registration Number:	1696247	TINKLE, CRINKLE, RATTLE & SQUEAK
Registration Number:	2926720	TUTTI FRUTTI
Registration Number:	3063342	YULEBEARY

**CORRESPONDENCE DATA**

Fax Number: (312)863-7806  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-863-7198  
Email: nancy.brougher@goldbergekohn.com  
Correspondent Name: Nancy Brougher  
Address Line 1: Goldberg Kohn  
Address Line 2: 55 East Monroe Street, Suite 3300  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.143
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	07/08/2008

Total Attachments: 11  
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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

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<b>Mark</b>	<b>Reg./App. No.</b>	<b>Record Owner</b>	<b>Country</b>
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.

**United States**

<b>Trademark</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Classes</b>
GOTTA GETTA GUND	73/678,423	1,483,406	16
BABY GUND (Stylized) & Teddy Logo	76/007,891	2,479,541	10, 12, 25, 28
BABY GUND (Stylized) & Teddy Logo	76/121,828	2,664,098	11, 24, 28
BABY GUND (Stylized) & Teddy Logo	76/397,057	2,931,198	8, 14, 21
BABY GUND (Stylized) & Teddy Logo	76/481,116	3,013,578	25
BABY GUND (Stylized) & Teddy Logo	76/499,586	2,784,156	16, 20, 21
BABY GUND (Stylized) & Teddy Logo	76/976,518	2,846,300	18
BABY GUND (Stylized) & Teddy Logo	76/976,558	2,849,084	25
BABY GUND (Stylized) & Teddy Logo	78/506,748	3,099,300	16
BABY GUND (Stylized) & Teddy Logo	78/506,757	3,357,104	3
BABY GUND (Stylized) & Teddy Logo	76/977,303	2,952,825	16, 21, 28
BABY GUND NURSERY	78/450,000	3,437,593	16, 20, 21
BABY GUND NURSERY	78/977,473	3,188,281	10, 18, 24, 28
BABY JUNGLE COLLECTION	76/312,874	2,780,232	16, 20, 28
BABYGUND	74/140,148	1,743,975	28
BARTON'S CREEK COLLECTION	75/716,626	2,592,099	28
BEANSTIX	75/575,320	2,388,522	28
BEAR TALES	73/583,064	1,423,008	28
BUBBLE GUND	73/772,362	1,557,548	3
BUNDLE OF BLESSINGS	76/296,762	2,719,923	20, 21, 28
COLLECTORS CLASSIC and Design	73/219,068	1,151,128	28
COMFY COZY	76/462,114	2,750,085	28
COZIES	76/540,291	2,933,829	28
DOLLIPOP	74/183,081	1,683,082	28
DOTTIE DOTS	76/448,818	2,845,968	28
DREYFUS	76/447,589	2,765,920	28
EVERYWHERE BEAR	77/431,624	Not Yet Registered	16, 18, 21, 25,

Trademark	Application No.	Registration No.	Classes
			28
FLOPADOODLES	76/532,054	2,905,326	28
FLUPPETS	76/540,846	2,923,984	28
GARSTANG	78/479,270	3,127,831	28
GOLLY BEAR	73/155,856	1,117,773	28
GOOBER	78/790,609	3,320,963	20, 28
GOTTA GETTA GUND	73/355,469	1,232,054	28
GOTTA GETTA GUND and Design	73/680,829	1,510,266	28
GUND	73/755,198	1,545,472	28
GUND	75/913,064	2,543,939	36
GUND and Design	72/135,726	746,186	28
GUND and Design	73/755,816	1,546,555	28
GUND BABY and Design	77/459,173	Not Yet Registered	10, 16, 18, 20, 21, 24, 25, 28
GUND FUN and Design	78/892,412	3,354,241	28
GUND GIRLS	78/553,965	3,160,510	28
GUND KIDS	78/452,472	3,189,902	16, 18, 20, 28
GUND@HOME	76/253,737	2,640,855	28
GUNDERFUL and Design	72/135,542	759,144	28
GUNDY	73/582,688	1,410,722	28
HEADS N' TALES	74/250,228	1,802,839	28
HUGS & KISSES	75/459,984	2,323,005	28
JIGGLES	75/880,985	2,493,481	28
KINDER GUND	73/661,227	1,486,217	28
KLUMBSY'S	76/340,069	2,765,221	28
KNUFFLES	76/348,575	2,851,381	28
LP'L ALL STAR	76/397,056	2,820,306	28
LITTLE QUACK-UPS	76/397,058	2,798,781	28
LUV ME BEAR	73/156,004	1,145,851	28
M.V.B. (Stylized)	76/526,341	2,977,499	28
MANNI	76/447,590	2,845,962	28
MOST VALUABLE BABY (Stylized)	76/525,746	2,977,493	28
MUTTSY	73/716,596	1,507,360	28
SNUFFLES	73/716,598	1,507,361	28
THE SNOWFALLS	76/413,031	2,704,364	15, 20, 21, 28
THE WORLD'S MOST HUGGABLE...SINCE 1898	76/447,588	2,845,961	28
THINKING OF YOU	78/452,477	3,130,812	20, 21, 28
TINKLE, CRINKLE, RATTLE & SQUEAK	74/183,089	1,696,247	28
TUTTI FRUTTI	76/519,204	2,926,720	28

<b>Trademark</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Classes</b>
YULEBEARY	78/581,369	3,063,342	28