

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

83507-24 2

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

D56, Inc.

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) August 19, 2008

- Assignment
- Security Agreement
- Other Amended & Restated Trademark Security Agreement
- Merger
- Change of Name Supplement & Amendment to

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

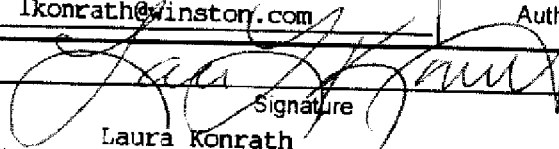
8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 232428

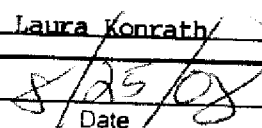
Authorized User Name Laura Konrath

9. Signature:



Signature

Laura Konrath



Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$265.00 232428 77271700

**Continuation Item 1**

Lenox Retail, Inc.

Lenox, Incorporated

Lenox Group Inc.

FL56 Intermediate Corp.

Lenox Sales, Inc.

*Lenox Worldwide, LLC*

Continuation  
Item 4

Registered Trademarks - Changes (Domestic & Foreign)

Trademark	Registration or Application No.	Country	Record Owner	Date of Issuance
DEPARTMENT 56 & Design	<del>2,942,803</del> 2,613,936	United States	CAN 56, Inc.	09/3/2002
HOLIDAYS, SPECIAL DAYS, EVERY DAY HOLIDAYS, SPECIAL DAYS, EVERY DAY.	<del>78/431,559</del> (Intent to Use) 3,181,454	United States	<del>CAN 56, Inc.</del> D 56, Inc.	12/5/2006
MAKE IT A TRADITION	<del>78/447,942</del> 2,992,371	United States	<del>CAN 56, Inc.</del> D 56, Inc.	9/6/2005
UNZIP IT ... ALL THE WAY	<del>78/879,73</del> 3,213,298	United States	D 56, Inc.	2/27/2007
<del>DEPARTMENT 56</del> DEPARTMENT 56 (Stylized)	571260	Australia	Department 56, Inc.	1/10/1994
<del>DEPARTMENT 56</del> DEPARTMENT 56 (Stylized)	399062	Canada	CAN 56, Inc.	6/12/1992
<del>DEPT. 56 &amp; DESIGN</del> DEPT. 56 (Stylized)	462515	Canada	CAN 56, Inc.	6/12/1992
HERITAGE VILLAGE COLLECTION HERITAGE VILLAGE	117818	Canada	CAN 56, Inc.	10/8/1993

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COLLECTION & Design				
DANSK	Pending 4056207	China	Dansk International Designs, Ltd.	Pending 5/28/2006
HERITAGE VILLAGE COLLECTION HERITAGE VILLAGE COLLECTION & Design	1434856	China	Department 56, Inc.	8/21/2000
SNOWBUNNIES & DESIGN	9900015732 2021425	China	Department 56, Inc.	Pending 10/28/2003
SNOWBUNNIES & DESIGN SNOWBUNNIES (Stylized)	1434855	China	Department 56, Inc.	8/21/2000
ELFLAND	4556148	European Union	CAN 56, Inc.	Pending 7/22/2005
LENOX L LENOX & Design	2205/1990	Hong Kong	Lenox, Incorporated	3/25/1986
LENOX <sup>+</sup>	267,072	Indonesia	Lenox, Incorporated	1/8/1990
LENOX	444,769	Indonesia	Lenox, Incorporated	1/8/1990
LENOX	444,770	Indonesia	Lenox, Incorporated	1/8/1990

**Registered Trademarks – Additions (Domestic & Foreign)**

Trademark	Registration or Application No.	Country	Record Owner	Date of Issuance
BELLINA	77/271,700	United States	Lenox, Incorporated	Pending

<sup>1</sup> Upon renewal of this registration, Indonesia split the two classes into two separate trademark registrations.



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BELLINA GOLD	77/272,106	United States	Lenox, Incorporated	Pending
HOLIDAYS. SPECIAL DAYS. EVERY DAY	3,181,454	United States	D 56, Inc.	12/5/2006
HOOPLA	3,317,702	United States	Lenox, Incorporated	10/23/2007
HOOPLA!	3,317,703	United States	Lenox, Incorporated	10/23/2007
LENOX	77/223,227	United States	Lenox, Incorporated	Pending
SIMPLY FINE LENOX	77/321/532	United States	Lenox, Incorporated	Pending
UNZIP IT ... ALL THE WAY	3,213,298	United States	D 56, Inc.	2/27/2007
GORHAM	4-2007-12571	Vietnam	Lenox, Incorporated	Pending
LENOX	4-2007-12569	Vietnam	Lenox, Incorporated	Pending
LENOX & Design	4-2007-12570	Vietnam	Lenox, Incorporated	Pending

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**SUPPLEMENT AND AMENDMENT**

**TO**

**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

This SUPPLEMENT AND AMENDMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Supplement"), dated as of August 19, 2008, is entered into by and between D56, INC. and certain other Pledgors signatory hereto in favor of UBS AG, STAMFORD BRANCH in its capacity as administrative agent pursuant to the Credit Agreement (as hereinafter defined) (in such capacity, "Administrative Agent").

**WITNESSETH:**

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit Agreement, dated as of April 20, 2007 (the "Credit Agreement"), by and among the Pledgors, the other Guarantors party thereto, the Administrative Agent and the Lenders party thereto, and that certain Amended and Restated Security Agreement, dated as of April 20, 2007, Pledgors have entered into an Amended and Restated Trademark Security Agreement, dated as of April 20, 2007 (the "Trademark Security Agreement");

WHEREAS, Pledgors and Administrative Agent desire to supplement and amend the Trademark Security Agreement in order to include thereunder such trademarks and trademark applications now owned, as set forth in Schedule I hereto.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, and to induce Lenders to continue the Loans and other financial accommodations under the Credit Agreement, it is agreed as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement.

2. SUPPLEMENT AND AMENDMENT TO THE TRADEMARK SECURITY AGREEMENT.

The Trademark Security Agreement is hereby supplemented and amended by adding and amending the company-owned trademarks and trademark applications as set forth on Schedule I hereto.

This Supplement shall be deemed to be a supplement and amendment to the Trademark Security Agreement and shall not be construed in any way as a replacement therefor.

All of the terms and provisions of this Supplement are hereby incorporated by reference into the Trademark Security Agreement as if such terms and provisions were set forth in full therein.

3. CONTINUED EFFECTIVENESS OF TRADEMARK SECURITY AGREEMENT.

The Trademark Security Agreement is, and shall continue to be, in full force and effect and is hereby supplemented and amended by this Supplement.

4. OTHER TERMS.

4.1. Headings. The headings in this Supplement are for convenience of reference only and are not part of the substance of this Supplement.

4.2. Successors and Assigns. This Supplement and all obligations of Pledgors hereunder shall be binding upon the successors and assigns of Pledgors (including any debtor-in-possession on behalf of Pledgors) and shall, together with the rights and remedies of Administrative Agent, for itself and for the benefit of Lenders, as supplemented and amended by this Supplement, inure to the benefit of Administrative Agent and Lenders, all future permitted holders of any instrument evidencing any of the Obligations and their respective permitted successors and assigns. Pledgors shall not assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Supplement or the Trademark Security Agreement.

4.3. Counterparts. This Supplement may be executed in any number of counterparts, each of which shall collectively and separately constitute one and the same agreement. Delivery of an executed counterpart to this Supplement by facsimile machine or "pdf" shall be as effective as delivery of a manually executed counterpart of this Supplement.

4.4. GOVERNING LAW. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN NEW YORK.

{Signature Page Follows}

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement as of the date first above written.

PLEDGORS:

D 56, INC.  
LENOX RETAIL, INC.  
LENOX, INCORPORATED  
LENOX GROUP INC.  
FL56 INTERMEDIATE CORP.  
LENOX SALES, INC.

By: 

Name: Louis A. Fancin  
Title: SVP, General Counsel & Secretary

LENOX WORLDWIDE, LLC

By: 

Name: Robert O. Cohen  
Title: Secretary

Accepted and Agreed:

**UBS AG, STAMFORD BRANCH,**  
as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement as of the date first above written.

PLEDGORS:

**D 56, INC.  
LENOX RETAIL, INC.  
LENOX, INCORPORATED  
LENOX GROUP INC.  
FL56 INTERMEDIATE CORP.  
LENOX SALES, INC.**

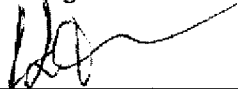
By: \_\_\_\_\_  
Name:  
Title:

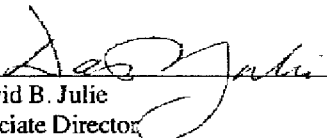
**LENOX WORLDWIDE, LLC**

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

**UBS AG, STAMFORD BRANCH,  
as Administrative Agent**

By:  \_\_\_\_\_  
Name: Richard L. Tavrow  
Title: Director

By:  \_\_\_\_\_  
Name: David B. Julie  
Title: Associate Director

SCHEDULE I  
to  
SUPPLEMENT AND AMENDMENT  
TO  
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

**[See attached]**

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UNZIP IT ... ALL THE WAY	78/879,173 3,213,298	United States	D 56, Inc.	2/27/2007
DEPARTMENT 56 DEPARTMENT 56 (Stylized)	571260	Australia	Department 56, Inc.	1/10/1994
DEPARTMENT 56 DEPARTMENT 56 (Stylized)	399062	Canada	CAN 56, Inc.	6/12/1992
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LENOX & Design	4-2007-12570	Vietnam	Lenox, Incorporated	Pending