

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dartington Crystal Limited		07/21/2004	LIMITED PARTNERSHIP: UNITED KINGDOM

RECEIVING PARTY DATA	
Name:	Enesco Limited
Street Address:	Brunthill Road, Kingstown, Carlisle
City:	Cumbria
State/Country:	UNITED KINGDOM
Postal Code:	CA3 0EN
Entity Type:	LIMITED PARTNERSHIP: UNITED KINGDOM

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	76084839	DARTINGTON DESIGNS
Registration Number:	1729422	DARTINGTON

CORRESPONDENCE DATA	
Fax Number:	(602)445-8643
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	602 445 8382
Email:	stearnss@gtlaw.com
Correspondent Name:	Susan Daly Stearns
Address Line 1:	2375 E. Camelback Road, Suite 700
Address Line 4:	Phoenix, ARIZONA 85016

ATTORNEY DOCKET NUMBER:	71523.010100
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DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	

CH \$65.00 76084839

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Susan Daly Stearns

Total Attachments: 10

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VISA

Assignment of intellectual property rights

- (1) Dartington Crystal Limited (in administrative receivership)
- (2) Nigel Morrison and Richard Michael Hawes
- (3) Enesco Limited

Dated 21 July 2004

Osborne Clarke

N7B/0688537/1296392



I, DAVID McRAE GOURLAY, solicitor, of Saltire Court, 20 Castle Terrac, Edinburgh and NOTARY PUBLIC duly admitted and sworn DO HEREBY CERTIFY that the attached Assignment of intellectual property rights is a true copy of the original.

David M. Gourlay 19 August 2004
 David McRae Gourlay Date

- Barcelona
- Brescia
- Bristol
- Brussels
- Cologne
- Copenhagen
- Helsinki
- London
- Madrid
- Milan
- Paris
- Rome
- Rotterdam
- St. Petersburg
- Silicon Valley
- Tallinn
- Thames Valley

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This Assignment is made the 21 day of July 2004

Between:

- (1) **Dartington Crystal Limited** (in administrative receivership) (company number: 00881390) whose registered office is at Torrington, Devon EX38 7AN (the "Vendor");
- (2) **Nigel Morrison** acting jointly with **Richard Michael Hawes**, both of Grant Thornton UK LLP, 43 Queen Square, Bristol, BS1 4QR, in their capacity as joint administrative receivers of and agents for the Vendor (the "Receivers");
- (3) **Enesco Limited** (company number 02137296) whose registered office is at Brunthill Road, Kingstown, Carlisle, Cumbria CA3 0EN (the "Purchaser")

Background:

- NM .
- (A) On 21 July 2004 the Receivers were appointed joint administrative receivers of the Vendor pursuant to the terms of a debenture dated 30 April 1994 between the Vendor, and the Governor and Company of the Bank of Scotland.
 - (B) The Vendor has agreed to sell and the Purchaser has agreed to purchase such right, title and interest as the Vendor may have in the business and assets relating to the Business formerly carried on by the Vendor on the terms and subject to the conditions contained a sale and purchase agreement ("the Asset Agreement").
 - (C) Pursuant to the terms of Asset Agreement, the Receivers wish to assign all intellectual property rights that they have in the Vendor to the Purchaser.

It is agreed as follows:

1. **Definitions and interpretation**

- 1.1 In this Agreement, unless the context otherwise requires, the following words have the following meanings:

"this Agreement" means this agreement (including any schedule or annexure to it and any document in agreed form);

"Asset Agreement" means an agreement between (1) the Vendor, (2) the Receivers and (3) the Purchaser and dated the same date as this Deed;

"Business" has the meaning ascribed to it in the Asset Agreement;

"Intellectual Property" means trade marks patents, registered designs, copyright, design rights (whether registered or not), domain names, rights in databases and all similar industrial or property rights (whether or not capable of registration), including those subsisting (in any part of the world) in inventions, discoveries, designs, drawings, patterns, techniques, know-how (including lists of customers and suppliers together with all rights of the Vendor to copyright in them) or other design, manufacturing, scientific, technical or commercial information (including all catalogues, price lists, sales information sheets and sales literature), computer programs, semi-conductor topographies, the get-up or style of presentation of goods or services or related marketing materials or in any improvements in any of the foregoing, and the right to apply for the registration or other protection of all or any of them in any part of the world and the benefit of all applications so made and of any goodwill attaching to the aforesaid intellectual property;

"IPR" means (i) all Intellectual Property owned by the Vendors and developed, acquired, made or created by the Vendor in connection with the Business, and (ii) the Trade Names and Marks (including without limitation the Registered Trade Marks);

"the Registered Trade Marks" means the trade marks set out in the schedule to this Agreement; and;

"Trade Names and Marks" has the meaning ascribed to it in the Asset Agreement.

- 1.2 In this Agreement, unless the context otherwise requires, references to clauses and schedules are to clauses and schedules of this Agreement and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear.
2. **Assignment**
 - 2.1 In consideration of the sum determined under clause 5 of the Asset Agreement and the payment of £1 by the Purchaser to the Vendor (receipt of which is hereby acknowledged) the Vendor with no title guarantee assigns to the Purchaser the whole of the Vendor's property, right, title and interest (if any) in and to all IPR including all statutory and common law rights and the right to sue for any infringement of the IPR (including, without limitation, any acts of passing off, trade mark infringement, unfair competition and/or breach of confidence) against any person who hereafter wrongfully uses the IPR (to the extent permitted by law) and to retain any damages as a result of such action.
 - 2.3 The Receivers hereby consent to and confirm such sale by the Vendor and exercise the powers vested in them to effect it.

3. **The Contracts (Rights of Third Parties) Act 1999**

3.1 Unless expressly provided in this Agreement, no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

4. **Counterparts**

4.1 This Assignment may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same agreement

5. **Governing Law and Jurisdiction**

5.1 This Agreement shall be governed by and construed in accordance with English law.

5.2 Each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of England.

6. **Liability**

6.1 It is agreed and declared that neither the Receivers nor either of them, their firm, their representatives and agents shall have any personal liability whatsoever in respect of any of the obligations undertaken by the Vendor under this Agreement in respect of any failure on the part of the Vendor to observe perform or comply with any such obligations or under or in relation to any associated arrangements or negotiations whether such liability would arise under Sections 37 or 44, Insolvency Act 1986 or otherwise howsoever. For the avoidance of doubt it is agreed and declared that in the negotiation and consummation of this Agreement the Receivers are acting only as agents for the Vendor and without personal liability on their part.

This Assignment has been executed on the date appearing at the head of page 1.

Schedule
(The Trade Marks)

Country	Reg/App No	Trademark	Class	Grant	Ren Due
UNITED KINGDOM Proprietor: Dartington Crystal Limited	2238202	"D" LOGO	21	23 Mar 2001	04 Jul 2010
UNITED KINGDOM Proprietor: Dartington Crystal Limited	2038606	BARBICAN	21	31 May 1996	27 Sep 2005
UNITED KINGDOM Proprietor: Dartington Crystal Limited	1405113	DARTINGTON	21	22 Feb 1991	23 Nov 2006
UNITED KINGDOM Proprietor: Dartington Crystal Limited	2192660	DARTINGTON THE GALLERY	21	02 Nov 2001	24 March 2009
UNITED KINGDOM Proprietor: Dartington Crystal Limited	2198391	DARTINGTON THE GALLERY DEVICE	21	14 Dec 2001	25 May 2009
UNITED KINGDOM Proprietor: Dartington Crystal Limited	2144626	DESIGNS BY DARTINGTON	21 24	27 Feb 1998	10 Sep 2007
UNITED KINGDOM Proprietor: Dartington Crystal Limited	2008011	MOMENTUM	21	22 Dec 1995	16 Jan 2005
UNITED KINGDOM Proprietor: Dartington Crystal Limited	2198391	TG DARTINGTON THE GALLERY	21	14 Dec 2001	25 May 2009

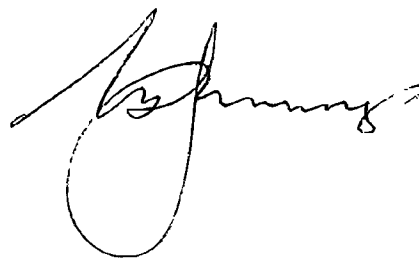
UNITED KINGDOM Proprietor: Dartington Crystal Limited	2238202	ID	21	23 March 2001	04 July 2010
CANADA Proprietor: Dartington Crystal Limited	419459	DARTINGTON		12 Nov 1993	12 Nov 2008
CHINA PEOPLES REP Proprietor: Dartington Crystal Limited	751949	DARTINGTON	21	21 Jun 1995	21 June 2005
CTM Proprietor: Dartington Crystal Limited	1740695	DARTINGTON D [DEVICE]	21	06 Sep 2001	05 Jul 2010
CTM Proprietor: Dartington Crystal Limited	1740927	DARTINGTON DESIGNS [DEVICE]	21	03 Sep 2001	05 Jul 2010
UNITED STATES Proprietor: Dartington Crystal Limited	1729422	DARTINGTON	21	03 Nov 1992	03 Nov 2012
UNITED STATES Proprietor: Dartington Crystal Limited	1729422	DARTINGTON	21	03 Nov 1992	03 Nov 1998 TRA
UNITED STATES Proprietor: Dartington Crystal Limited	76/084839	DARTINGTON DESIGNS (DEVICE)	21		
TAIWAN Proprietor: Dartington Crystal Limited	649165	DARTINGTON	60	15 Jul 2004	

SOUTH KOREA Proprietor: Dartington Crystal Limited	298241	DARTINGTON	21	15 Sep 2004	

Signed by Nigel Morrison)
as joint administrative receiver)
for and on behalf of **the Vendor**)

Signed by Nigel Morrison)
as joint administrative receiver for)
and on behalf of himself and)
Richard Michael Hawes)

Signed by *LAWRENCE JENNINGS*)
for and on behalf of **the Purchaser**)



Signed by Nigel Morrison)
as joint administrative receiver)
for and on behalf of the Vendor)



Signed by Nigel Morrison)
as joint administrative receiver for)
and on behalf of himself and)
Richard Michael Hawes)



Signed by)
for and on behalf of the Purchaser)