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
Russ Berrie and Company, Inc.		12/15/2004	CORPORATION: NEW JERSEY
Kids Line, LLC		12/15/2004	limited liability company: DELAWARE
Sassy, Inc.		12/15/2004	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Ableco Finance LLC
Street Address:	299 Park Avenue, 23rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	limited liability company: DELAWARE

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	1297278	BAXTER
Registration Number:	2635742	GIRL POWRRR...
Registration Number:	2635758	MAKE SOMEONE HAPPY
Registration Number:	2260182	RUSSPLUS
Registration Number:	1966741	BEARS FROM THE PAST
Registration Number:	2558179	CELEBRATE AMERICA
Registration Number:	1956063	HEARTCRAFT COLLECTION
Registration Number:	1333415	HOT STUFF
Registration Number:	2482505	LUV PETS
Registration Number:	2372339	VINTAGE EDITION
Registration Number:	2891296	RUSS

OP $915.00 1297278

Serial Number:	78093369	RUSS HOME
Registration Number:	2809975	SKRIBBLES
Serial Number:	76535128	APPAWS
Registration Number:	1223558	APPLAUSE
Registration Number:	1251348	APPLAUSE
Registration Number:	1190130	
Registration Number:	1230618	EVERYONE LOVES TO GET APPLAUSE
Registration Number:	1652060	BARNA
Registration Number:	2183971	CIRCUS
Registration Number:	1187712	INFA-TRAINER
Registration Number:	2159097	POGO
Registration Number:	1556869	SASSY
Registration Number:	1551624	SASSY
Registration Number:	1552736	SASSY
Registration Number:	1551988	SASSY
Registration Number:	2296588	SASSY
Registration Number:	1556870	SASSY SEAT
Registration Number:	1116407	SASSY SEAT
Registration Number:	1375694	THE BEST FED BABY PEOPLE
Serial Number:	76457108	SASSY SPA
Registration Number:	2752658	SASSY
Serial Number:	76461530	SASSY
Registration Number:	2754915	KIDSLINE
Registration Number:	2177304	BEBEFINA
Serial Number:	78246424	KATIE LITTLE

CORRESPONDENCE DATA

Fax Number: (213)996-3339

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

Phone: 213-683-6339

Email: claudiaimmerzeel@paulhastings.com

Correspondent Name: Claudia R Immerzeel

Address Line 1: 515 S. Flower St., 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Claudia Immerzeel
Signature:	/Claudia Immerzeel/

Date:	12/21/2004

Total Attachments: 19
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th day of December, 2004, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ABLECO FINANCE LLC, in its capacity as collateral agent for the Lender Group (together with its successors, "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Financing Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Financing Agreement") among Russ Berrie and Company, Inc., a New Jersey corporation, as borrower ("Borrower"), each subsidiary of the Borrower listed as a "Guarantor" on the signature pages thereto, the lenders party thereto ("Lenders"), the Collateral Agent, and Ableco, as administrative agent for the Lender Group (in such capacity, together with its successors and assigns, if any, in such capacity, "Administrative Agent"; and together with Collateral Agent, each an "Agent" and collectively, "Agents"), the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Financing Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of Lender Group, 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 Collateral Agent, for the benefit of Lender Group, 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 and/or the Financing Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Lender Group, a continuing first priority security interest (subject to Permitted Liens) 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 Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, 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 AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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.

4. 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 Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Collateral 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 Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. 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.

6. TERMINATION. Upon the full performance of the obligations (other than indemnity obligations under the Loan Documents that are not then due and payable), the Collateral Agent shall execute, acknowledge and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

[signature page follows]

TRADEMARK
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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.

GRANTORS:

RUSS BERRIE AND COMPANY, INC.,
a New Jersey corporation

By:_____
Name:
Title:

KIDS LINE, LLC,
a Delaware limited liability company

By:_____
Name:
Title:

SASSY, INC.,
an Illinois corporation

By:_____
Name:
Title:

[SIGNATURE PAGES FOR TRADEMARK SECURITY AGREEMENT]

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ACCEPTED AND ACKNOWLEDGED BY:

ABLECO FINANCE LLC,
a Delaware limited liability company,
as Collateral Agent

By: _____
Name: Kevin Genda
Title: Senior Vice President

[SIGNATURE PAGES FOR TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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SCHEDULE I[1]
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Russ Berrie and Company, Inc. ("Russ Berrie")	UNITED STATES	BAXTER	Reg. No. 1,297,278	9/18/1984
Russ Berrie	UNITED STATES	GIRL POWRRR...	Reg. No. 2,635,742	10/15/2002
Russ Berrie	UNITED STATES	MAKE SOMEONE HAPPY	Reg. No. 2,635,758	10/15/2002
Russ Berrie	UNITED STATES	RUSSPLUS	Reg. No. 2,260,182	7/13/1999
Russ Berrie	UNITED STATES	BEARS FROM THE PAST	Reg. No. 1,966,741	4/9/1996
Russ Berrie	UNITED STATES	CELEBRATE AMERICA	Reg. No. 2,558,179	4/9/2002
Russ Berrie	UNITED STATES	HEARTCRAFT COLLECTION	Reg. No. 1,956,063	2/13/1996
Russ Berrie	UNITED STATES	HOT STUFF	Reg. No. 1,333,415	4/30/1985
Russ Berrie	UNITED STATES	LUV PETS	Reg. No. 2,482,505	8/28/2001

[1] All of the Trademarks of Kids Line, LLC, as set forth herein have been assigned to GE Capital. Said conveyance was recorded on November 22, 2002 and Reel 2631, Frame 0907. These assignments will be terminated at the closing under the Acquisition Agreement pursuant to the terms of the Acquisition Agreement.

Russ Berrie	UNITED STATES	VINTAGE EDITION	Reg. No. 2,372,339	8/1/2000
Russ Berrie	UNITED STATES	RUSS & Design	Reg. No. 2,891,296	10/5/2004
Russ Berrie	UNITED STATES	RUSS HOME	App. No. 78/093,369	11/14/01
Russ Berrie	UNITED STATES	SKRIBBLES	Reg. No. 2,809,975	2/3/2004
Russ Berrie	UNITED STATES	APPAWS	App. No. 76/535,128	8/7/03
Russ Berrie	UNITED STATES	APPLAUSE	1,223,558	1/11/83
Russ Berrie	UNITED STATES	APPLAUSE (Design)	Reg. No. 1,251,348	9/13/83
Russ Berrie	UNITED STATES	APPLAUSE (Design)	Reg. No. 1,190,130	2/16/82
Russ Berrie	UNITED STATES	EVERYONE LOVES TO GET APPLAUSE	Reg. No. 1,230,618	3/08/83
Russ Berrie	ARGENTINA	EVERYONE LOVES TO GET APPLAUSE	Reg. No. 1485480	11/30/93
Russ Berrie	AUSTRALIA	APPLAUSE (Design)	Reg. No. A361197	06/05/81
Russ Berrie	BENELUX	APPLAUSE	Reg. No. 376360	08/03/81
Russ Berrie	BENELUX	EVERYONE LOVES TO GET APPLAUSE	Reg. No. 503783	08/08/91
Russ Berrie	BENELUX	APPLAUSE	Reg. No. 730983	08/30/02
Russ Berrie	BENELUX	EVERYONE LOVES TO GET APPLAUSE	Reg. No. 730984	08/30/02
Russ Berrie	CANADA	APPLAUSE	Reg. No. 304224	06/28/85

Russ Berrie	CANADA	APPLAUSE (Design)	Reg. No. 304223	06/28/85
Russ Berrie	CHILE	APPLAUSE	Reg. No. 430057	07/13/84
Russ Berrie	EL SALVADOR	EVERYONE LOVES TO GET APPLAUSE	Reg. No. 128/134	07/04/01
Russ Berrie	EUROPEAN UNION	EVERYONE LOVES TO GET APPLAUSE	Reg. No. EU340364	02/08/99
Russ Berrie	FRANCE	APPLAUSE	013136799	
Russ Berrie	GERMANY	APPLAUSE	Reg. No. 1050030	06/30/01
Russ Berrie	GERMANY	APPLAUSE (Design)	Reg. No. 1075372	03/27/85
Russ Berrie	GERMANY	EVERYONE LOVES TO GET APPLAUSE	Reg. No. 2039483	06/30/93
Russ Berrie	GREAT BRITAIN	APPLAUSE	Reg. No. 1200400	07/25/83
Russ Berrie	GREAT BRITAIN	APPLAUSE (Design)	Reg. No. B1155354	06/08/81
Russ Berrie	HONG KONG	APPLAUSE (Design)	Reg. No. B1466	09/12/86
Russ Berrie	JAPAN	EVERYONE LOVES TO GET APPLAUSE	4000632	
Russ Berrie	JAPAN	APPLAUSE (Design)	Reg. No. 2194900	12/25/89
Russ Berrie	KOREA	APPLAUSE	Reg. No. 145202	09/11/87

TRADEMARK
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Russ Berrie	KOREA	EVERYONE LOVES TO GET APPLAUSE	Reg. No. 273963	09/09/93
Russ Berrie	MEXICO	APPLAUSE	Reg. No. 369166	10/31/89
Russ Berrie	MEXICO	APPLAUSE (Design)	Reg. No. 373478	02/10/90
Russ Berrie	PANAMA	EVERYONE LOVES TO GET APPLAUSE	Pending	Pending
Russ Berrie	TAIWAN	APPLAUSE (Design)	177657	
Russ Berrie	TAIWAN	APPLAUSE and Hand Design	93050600	11/2/2004
Russ Berrie	THAILAND	EVERYONE LOVES TO GET APPLAUSE	TM43608	
Russ Berrie	CANADA	MAKE SOMEONE HAPPY	TMA592292	10/15/2003
Sassy, Inc.	UNITED STATES	BARNA[2]	Reg. No. 1652060	7/23/1991
Sassy, Inc.	UNITED STATES	CIRCUS	Reg. No. 2183971	8/25/1998
Sassy, Inc.	UNITED STATES	INFA- TRAINER	Reg. No. 1187712	1/26/1982
Sassy, Inc.	UNITED STATES	POGO	Reg. No. 2159097	5/19/1998
Sassy, Inc.	UNITED STATES	SASSY	Reg. No. 1556869	9/19/1989
Sassy, Inc.	UNITED STATES	SASSY	Reg. No. 1551624	8/15/1989
Sassy, Inc.	UNITED STATES	SASSY	Reg. No. 1552736	8/22/1989
Sassy, Inc.	UNITED STATES	SASSY	Reg. No. 1551988	8/15/1989

[2] Sassy, Inc. licenses this U.S. Trademark from Kirgro, Inc. f/k/a Barna Limited, pursuant to a royalty agreement dated July 14, 2000.

TRADEMARK
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Sassy, Inc.	UNITED STATES	SASSY	Reg. No. 2296588	11/30/1999
Sassy, Inc.	UNITED STATES	SASSY SEAT	Reg. No. 1556870	9/19/1989
Sassy, Inc.	UNITED STATES	SASSY SEAT & design	Reg. No. 1116407	4/10/1979
Sassy, Inc.	UNITED STATES	THE BEST FED BABY PEOPLE	Reg. No. 1375694	12/17/1985
Sassy, Inc.	UNITED STATES	SASSY SPA	App. No. 76457108	10/9/2002
Sassy, Inc.	UNITED STATES	SASSY	Reg. No. 2752658	9/19/2003
Sassy, Inc.	UNITED STATES	SASSY	App. No. 76461530	10/9/2002
Sassy, Inc.	ARGENTINA	SASSY	Reg. No. 1.784.558	3/30/00
Sassy, Inc.	AUSTRALIA	SASSY	Reg. No. 755620	8/21/97
Sassy, Inc.	AUSTRIA	SASSY	Reg. No. 196.270	05/21/01
Sassy, Inc.	BENELUX	SASSY	Reg. No. 629872	2/20/98
Sassy, Inc.	BRAZIL	SASSY	Reg. No. 821420780	8/13/02
Sassy, Inc.	CANADA	SASSY	Reg. No. 542,170	3/12/01
Sassy, Inc.	CANADA	SASSY SEAT & DESIGN	Reg. No. 282,211	08/12/83
Sassy, Inc.	CHINA	SASSY	Reg. No. 1378162	03/28/00
Sassy, Inc.	CZECH REPUBLIC	SASSY	Reg. No. 255001	06/25/03
Sassy, Inc.	DENMARK	SASSY	Reg. No. 200000792	02/08/00

Sassy, Inc.	FINLAND	SASSY	Reg. No. 222039	10/31/01
Sassy, Inc.	FRANCE	SASSY	Reg. No. 98/179.226	02/20/98
Sassy, Inc.	GERMANY	SASSY	Reg. No. 398 09 459	07/06/98
Sassy, Inc.	GREECE	SASSY	Reg. No. 143727	03/20/02
Sassy, Inc.	HONG KONG	SASSY	Reg. No. 064405/2002	09/14/00
Sassy, Inc.	INDONESIA	SASSY	Reg. No. 488659	09/04/01
Sassy, Inc.	IRELAND	SASSY	Reg. No. 212947	08/21/98
Sassy, Inc.	ISRAEL	SASSY	Reg. No. 120,447	11/04/99
Sassy, Inc.	ITALY	SASSY	Reg. No. 871468	07/04/02
Sassy, Inc.	JAPAN	SASSY	Reg. No. 4512048	10/05/01
Sassy, Inc.	MALAYSIA	SASSY	Reg. No. 00015154	10/27/00
Sassy, Inc.	MEXICO	SASSY	Reg. No. 655656	05/29/00
Sassy, Inc.	NEW ZEALAND	SASSY	Reg. No. 303931	01/15/99
Sassy, Inc.	NORWAY	SASSY	Reg. No. 210141	08/30/01
Sassy, Inc.	PHILIPPINES	SASSY	Reg. No. 4-2000-07961	12/14/03
Sassy, Inc.	POLAND	SASSY	App. No. Z-252428	07/04/02
Sassy, Inc.	PORTUGAL	SASSY	App. No. 349861	09/14/00
Sassy, Inc.	SINGAPORE	SASSY	Reg. No. T00/16164E	05/13/03

TRADEMARK
REEL: 002995 FRAME: 0506

Sassy, Inc.	SOUTH AFRICA	SASSY	Reg. No. 1999/00558	01/15/99
Sassy, Inc.	SPAIN	BABY SASSY	Reg. No. 2214218M5	07/20/99
Sassy, Inc.	SPAIN	SASSY	Reg. No. 2208233M6	02/21/00
Sassy, Inc.	SWEDEN	SASSY	Reg. No. 356268	06/14/02
Sassy, Inc.	SWITZERLAND	SASSY	Reg. No. 492082	11/28/01
Sassy, Inc.	TAIWAN	SASSY	Reg. No. 971798	11/16/01
Sassy, Inc.	THAILAND	SASSY	Reg. No. KOR144010	12/04/00
Sassy, Inc.	UNITED KINGDOM	SASSY	Reg. No. 2158808	02/20/98
Sassy, Inc.	UNITED KINGDOM	SASSY SEAT	Reg. No. B1215291	03/22/84
Sassy, Inc.	VENEZUELA	SASSY	Reg. No. P232849	08/27/01
Kids Line, LLC	UNITED STATES	KIDSLINE	Reg. No. 2,754,915	08/26/03
Kids Line, LLC	NEW ZEALAND	KIDSLINE	App. No. 710055	03/24/04
Kids Line, LLC	AUSTRALIA	KIDSLINE	App. No. 994575	03/22/04
Kids Line, LLC	UNITED STATES	BEBEFINA	Reg. No. 2,177,304	07/28/98
Kids Line, LLC	UNITED STATES	KATIE LITTLE	App. No.	05/06/03

TRADEMARK
REEL: 002995 FRAME: 0507

			78/246,424	
Kids Line, LLC	MEXICO	KIDSLINE[3]	Reg. No. 503936	09/18/95

The rights to the Applause related marks on this Schedule were acquired by Russ Berrie pursuant to the Order Authorizing and Approving Sale of "Applause" Trademarks, entered by the Untied States Bankruptcy Court, Central District of California, San Fernando Valley Division, Case No. CV 04-15821-AG, dated October 15, 2004. Russ Berrie is in the process of recording assignment documents in certain of the foreign filing jurisdictions noted on the foregoing chart where it is deemed to be commercially reasonable to do so.

The rights to the Sassy related marks were acquired in connection with the purchase of substantially all of the assets of Sassy, Inc. now known as Kaplan Holdings, Inc. ("Seller") on July 26, 2002. Seller executed documents at closing assigning all of its right, title, and interest to these marks. Immediately following the closing, the buyer, a wholly-owned subsidiary of Russ Berrie, merged with and into another wholly-owned subsidiary of Russ Berrie, being Sassy, Inc. referred to on this Schedule. Russ Berrie is in the process of recording all appropriate assignment documents in foreign filing jurisdictions, and the assignments have been recorded for most, but not all, of the registrations.

Trade Names

Trade Names used by Russ Berrie and Company, Inc.

Russ Baby. The New Jersey Alternate name Registration for this name has expired, but the name continues to be used.

Refer to the governing documents of Russ Berrie and Company, Inc. and its subsidiaries, which have been previously provided for current and former corporate names.

Trade Names used by Sassy, Inc.:

Sassy Baby Products, Inc.

Trade Names used by Kids Line, LLC in U.S.:

Kids Line
Kidsline
Kids Line, Inc.
Li'l Kids

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[3] This trademark is currently still registered in the name of Kids Line, Inc. (now know as California KL Holdings, Inc.). Kids Line is in the process of assigning this trademark to Kids Line, LLC.

TRADEMARK
REEL: 002995 FRAME: 0508

BebeFina
Bebe Fina
Kids Line, LLC
Katie Little
Tiddliwinks

Trade Names used by Kids Line, LLC in Australia:

Kidsline
Katie Little
Kidsline Australia
Kids Line Australia Pty Ltd

Trade Names used by Kids Line, LLC in New Zealand:

Kidsline

Common Law Trademarks

In the regular course of their businesses, Russ Berrie and Company, Inc. and Sassy, Inc. use various concept names and other names on their products as well as slogans.

Russ Berrie and Company, Inc. and Sassy, Inc. have registrations for various domain names used in connection with their respective websites.

Trademarks Not Currently In Use

Russ Berrie and Company, Inc. and Sassy, Inc. have previously used various trademarks in the course of their business which are no longer pursued for various reasons, including discontinuation of marked product.

Intellectual Property Licenses

LICENSE AND ROYALTY AGREEMENTS CURRENTLY UNDER NEGOTIATION OF RUSS BERRIE AND COMPANY, INC. (as licensee or obligor to pay royalties)

1. License Agreement with Debby Carmen and Faux Paw Productions, Inc.

2. License Agreement with Hasbro, Inc. and Hasbro International, Inc. (Raggedy Ann and Andy soft dolls)

3. License Agreement with Simon & Schuster, Inc. (Raggedy Ann and Andy gift items)

TRADEMARK
REEL: 002995 FRAME: 0509

4. License Agreement with Summy-Birchard Music, a division of Summy-Birchard, Inc. ("Happy Birthday to You" song)

5. License Agreement with Zelda Wisdom, Inc. (Zelda)

6. License Agreement with Universal Studios Licensing LLP (The Little Engine That Could)

LICENSE AND ROYALTY AGREEMENTS OF RUSS BERRIE AND COMPANY, INC. (as licensee or obligor to pay royalties)

1. Consulting Agreement dated November 29, 1990 by and between Russ Berrie and Company, Inc. and Perri Ardman, as amended on January 1, 1992, January 1, 1993, January 1, 1995, January 1, 1996, January 1, 1997, January 1, 1998, January 1, 1999, January 1, 2000, January 1, 2001, January 1, 2002, January 1, 2003 and January 1, 2004

2. License Agreement dated December 20, 1989 by and between Linholm Corporation and Russ Berrie and Company, Inc., as amended on April 12, 1991, April 26, 1993, November 11, 1994 and June 15, 2000 (Pregnancy Calendar)

3. Exclusive License Agreement dated July 12, 1991 by and between Linholm Corporation and Russ Berrie and Company, Inc., as amended on March 29, 1994, November 11, 1994 and June 15, 2000 (Baby's First Year Calendar)

4. Exclusive License Agreement dated July 31, 1992 by and between Linholm Corporation and Russ Berrie and Company, Inc., as amended on November 11, 1994 (Wedding Planner)

5. Exclusive License Agreement dated October 22, 2001 by and between Kirk Morgenegg d/b/a Kirk's Kritters and Russ Berrie and Company, Inc. (Angel Cheeks)

6. Exclusive License Agreement dated November 29, 2001 by and between Gilda's Club Worldwide and Russ Berrie and Company, Inc. ("Sparkle" dog)

7. Exclusive License Agreement dated July 23, 2001 by and between Carol Cramer, Juvenile Diabetes Research Foundation and Russ Berrie and Company, Inc. with attached Assignment between Cramer and Russ Berrie and Company, Inc. dated March 11, 2002 (Rufus & Ruby-Diabetic Bear)

8. Exclusive License Agreement dated as of May 8, 1998 by and between D&D Studios, Inc. and Russ Berrie and Company, Inc., as assigned to Doug Harris on May 29, 2001

9. Exclusive License Agreement dated October 1, 2003 by and between My Favorite Company, Inc. and Russ Berrie and Company, Inc., as amended on September 21, 2004

TRADEMARK
REEL: 002995 FRAME: 0510

10. Merchandise License Agreement dated December 15, 2003 by and between The Meow Mix Company and Russ Berrie and Company, Inc., as amended on February 6, 2004, March 24, 2004, April 22, 2004 and May 12, 2004

11. License Agreement effective as of June 30, 2004 by and between Marvel Enterprises, Inc., Marvel Characters, Inc. and Russ Berrie and Company, Inc. and its subsidiaries and affiliates

12. License Agreement effective as of January 1, 2004 by and between Wolverine World Wide, Inc. and Russ Berrie and Company, Inc. (Hush Puppies)

13. Exclusive License Agreement dated November 24, 2003 by and between Steven L. Hoeffner and Russ Berrie and Company, Inc., (as of September 21, 2004, in process of being terminated)

14. Exclusive License Agreement dated September 5, 2003 by and between Nancy Wiley and Russ Berrie and Company, Inc., as amended on June 4, 2004

15. Exclusive License Agreement dated October 1, 2003 by and between Sunday's Child LLC and Russ Berrie and Company, Inc., as amended on September 27, 2004 (Bonnie Lynn Loduha)

16. Exclusive License Agreement dated as of March 26, 2004 by and between Chameleon Design Enterprises, L.L.C. and Russ Berrie and Company, Inc. (Kelly Henderson) (as of December 6, 2004, in process of being terminated effective December 6, 2004)

17. Exclusive License Agreement dated as of August 16, 2004 by and between Abbi Brown Studio, Ltd. and Russ Berrie and Company, Inc. (Jan Pashley)

18. Exclusive License Agreement date as of November 19, 2003 by and between Sonja Picard and Russ Berrie and Company, Inc.

19. Exclusive License Agreement dated as of January 15, 2004 by and between Jerry Berta and Russ Berrie and Company, Inc. (Diner Designs)

20. Merchandising Agreement dated June 25, 2004 by and between EMI Robbins Catalog Inc. and Russ Berrie and Company, Inc. and Assignment by Lowell Christensen, Michael Kryton and David Petovar dated September 5, 2004 ("Singin' in the Rain")

21. License Agreement dated January 21, 2004 by and between Music & Media International, Inc. o/b/o Golden Bell Songs and Russ Berrie and Company, Inc. ("How much is that Doggie in the Window", U.S. and Canada)

22. Agreement dated as of July 30, 2004 by and between Warner/Chappell Music, Inc. and Russ Berrie and Company, Inc. ("How much is that Doggie in the Window", worldwide, except U.S. and Canada)

TRADEMARK
REEL: 002995 FRAME: 0511

23. "Ziggy" License Agreement dated as of August 20, 2004 by and between Andrews McMeel Universal, Ziggy & Friends, Inc. and Russ Berrie and Company, Inc. (Ziggy)

24. Merchandise License Agreement dated as of October 5, 2004 by and between Dreamworks L.L.C. and Russ Berrie and Company, Inc. (not yet executed on behalf of licensor)

25. License Agreement dated as of October 18, 2004 by and between Sanrio, Inc. and Russ Berrie and Company, Inc.

26. Exclusive License Agreement dated September 24, 2003 by and between Rikey Austin and Russ Berrie and Company, Inc., as amended on December 1, 2003 (U.K. contract for "Characters by Rikey and Jo")

27. Exclusive License Agreement dated December 12, 2003 by and between Rikey Austin and Russ Berrie and Company, Inc. (U.K. contract for "Nitwit")

28. License Agreement dated October 18, 2004 by and between Rikey Austin and Russ Berrie and Company, Inc. (U.K. contract for "Alice's Bear Shop Concept")

29. License Agreement dated November 30, 2004 by and between Warner Bros. Consumer Products Inc. and Russ Berrie and Company, Inc. (Scooby-Doo)

30. License Agreement dated as of December 2, 2004 by and between Integrity Publishers and Russ Berrie and Company, Inc. (baby faith)

31. The foregoing list does not include license agreements which have been terminated or expired by their terms, but are in the sell-off period, such as the agreements with Fuller Creative, Inc. and Ruth Lorentzen d/b/a As the Crow Flies, O Tay!, Inc.

INFORMATION TECHNOLOGY LICENSING AND MAINTENANCE AGREEMENTS OF RUSS BERRIE AND COMPANY, INC.

1. Software License, Services, Support and Enhancements Agreement dated February 6, 2001, between Manhattan Associates and Russ Berrie and Company, Inc. with addendum.

2. Software License, Services and Maintenance Agreement dated January 31, 2002, between J.D. Edwards and Russ Berrie and Company, Inc.

3. Software License, Services and Support Agreement dated February 12, 2004, between Oracle Corporation and Russ Berrie and Company, Inc.

4. Support Agreement dated September 1, 2004, between Sun Services Sun Microsystems, Inc. and Russ Berrie and Company, Inc.

TRADEMARK
REEL: 002995 FRAME: 0512

5. Recovery Services Agreement dated January 1, 2004, between Sungard Recovery Services LP and Russ Berrie and Company, Inc.

6. MCI WorldCom On-Net Service Agreement dated April 21, 2003, between MCI Worldcom Communications, Inc. and Russ Berrie and Company, Inc.

7. Consulting Services Agreement dated October 4, 2004, between PeopleSoft USA, Inc. and Russ Berrie and Company, Inc.

Russ Berrie and Company, Inc. and its subsidiaries enter into other miscellaneous software licenses and technology agreements from time to time in the course of their business, which are not material (less than $50,000 per year).

LICENSE AND ROYALTY AGREEMENTS OF SASSY, INC. (as licensee or obligor to pay royalties)

1. Distribution Agreement dated June 15, 2000 and effective January 1, 2001 by and between MAM Babyartikel G.M.B.H. ("MAM") and Sassy, Inc.; Agreement regarding Assignment of Distribution Agreement dated as of July 18, 2002 by and among MAM, Russ Berrie and Company, Inc. and RBSACQ, Inc.; Agreement regarding Assignment dated as of July 18, 2002 by and among MAM, Sassy, Inc., Fritz Hirsch, Homer Douglas, Steven Rotblatt, Robert Kaplan and Susan Hinshaw; Agreement Regarding Assignment dated as of July 31, 2002 by and among MAM, Russ Berrie and Company, Inc., RBSACQ, Inc. and Sassy, Inc.

2. Consultant Agreement dated as of June 1, 2004 by and among Christine Breede Schechter, Daniel Schechter and Sassy, Inc.

3. License Agreement dated October 14, 2002 by and between Manhattan Group LLC and Sassy, Inc.

4. Royalty Agreement dated July 14, 2000 by and between Barna, Ltd. and Sassy, Inc.; Assignment of Royalty Agreement, undated, among Sassy, Inc., RBSACQ, Inc., and Kirgro, Inc. (formerly named Barna, Ltd.); and Assignment of Agreements, undated, among Sassy, Inc., RBSACQ, Inc. and Kirgro, Inc.

5. License Agreement dated April 30, 2002 by and between Mariann Straub and Sassy, Inc.; Consent to Assignment and Acknowledgement dated July 25, 2002 among Mariann C. Straub, Sassy, Inc. and RBSACQ, Inc.; Consent to Assignment and Acknowledgement dated August 4, 2002 among Mariann C. Straub, Sassy, Inc. and RBSACQ, Inc.; and Confirmatory Assignment dated February 11, 2003 between Mark Greenwood and Mariann C. Straub.

6. Consultant Agreement dated December 31, 2002 by and between Jennifer Piety and Sassy, Inc.

TRADEMARK
REEL: 002995 FRAME: 0513

7. Consultant Agreements dated May 23, 2000, September 10, 1999, October 19, 1998 (bath toys), May 19, 1998, October 19, 1998 (soft toys) and March 3, 1998 by and between Jennifer Piety and Sassy, Inc. (expired but certain royalty obligations continue)

8. Consultant Agreement dated May 2, 2000 between Dr. Joyce Aronson and Sassy, Inc.

9. Letter Agreements dated August 7, 2001 and September 24, 2001 between Pitrone & Associates and Sassy, Inc.

10. Agreement dated October 2, 2003 by and between Sassy, Inc. and Impulse Design & Engineering, LLC.

11. Relationship Agreement dated May 1, 2002 by and between Sassy, Inc. and Lena Strategic Design, Inc. (expired but the parties continue to do business)

12. Consultant's Agreement dated November 19, 1995 by and between DDL&S, L.L.C. and Sassy, Inc.; Consent to Assignment dated July 2002 between DDL&S, L.L.C. and RBSACQ, Inc.; and Consent to Assignment dated August 14, 2002 among DDL&S, L.L.C. and Sassy, Inc. and RBSACQ, Inc. (expired but royalty obligations continue)

13. Child Development Consultation Services Letter Agreement dated July 1, 2001 by and between Dr. Carol Andrews and Sassy, Inc. (expired but the parties continue to do business)

14. License Agreement dated October 20, 1995 by and between Princeton Innovations, Inc. and Sassy, Inc.

LICENSE AND ROYALTY AGREEMENTS OF SASSY, INC. (as licensor)

1. License Agreement dated October 22, 2002 by and between Triboro Quilt Manufacturing Corp. and Sassy, Inc., as licensor, regarding SASSY SPA trademark

2. License Agreement dated February 1, 2004 by and between LaRue Distributors, Inc. and Sassy, Inc., as licensor, regarding various SASSY trademarks

LICENSE AND ROYALTY AGREEMENTS OF KIDS LINE, LLC (as licensee or obligor to pay royalties)

1. Licensing Agreement dated as of July 23, 1997, between Viv Eisner-Hess and Kids Line, as licensee, as amended by the Addendum dated as of May 23, 2000 and the Addendum dated as of March 5, 2002.

2. Artwork License Agreement dated as of June 29, 1999, between Jenny Faw Designs Inc., a New York corporation, and Kids Line, as licensee, regarding "Avalon" and "Buggy Bugs" design materials.

TRADEMARK
REEL: 002995 FRAME: 0514

3. License Agreement, dated as of June 5, 2003, between, Dena Designs, Inc., a California corporation, a Kids Line, as licensee.

4. License Agreement dated as of October 11, 2003, between Olga Vieira and Kids Line, as licensee.

5. Distribution and Manufacturing Agreement dated July 17, 2004, between Lil Buddies, Inc. and Kids Line, as licensee, regarding the Body Glove Infant Carrier.

6. License Agreement, dated as of September 20, 2001, between Amscan, Inc., and Kids Line, as licensee, regarding "Snuggle Bugs."[4]

LICENSE AND ROYALTY AGREEMENTS OF KIDS LINE, LLC (as licensor)

1. Malawi License Agreement dated May 14, 2003, between PJ Kids and Kids Line, as licensor.

2. Malawi License Agreement dated September 1, 2004, between H.S.C.D. Inc./Newco International, Inc. and Kids Line, as licensor.

[4] Amscan's consent to the March 15, 2002 assignment of the license from Kids Line, Inc. (now known as California KL Holdings, Inc.) to Kids Line, LLC was required but not obtained. Kids Line is currently in the process of obtaining this consent.

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RECORDED: 12/21/2004

REEL: 002995 FRAME: 0515