

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Border Fine Arts Company Limited		03/31/1995	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Enesco European Giftware Group Limited		
Street Address:	Skirsgill, Penrith		
City:	Cumbria		
State/Country:	UNITED KINGDOM		
Postal Code:	CA11 0DP		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1319419	BORDER FINE ARTS	
CORRESPONDENCE DATA			
Fax Number:	(630)875-8464		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6308755469		
Email:	Rcabrera@enesco.com		
Correspondent Name:	Enesco Group, Inc.		
Address Line 1:	225 Windsor Drive		
Address Line 4:	Itasca, ILLINOIS 60143-1225		
DOMESTIC REPRESENTATIVE			
Name:	Enesco Group, Inc.		
Address Line 1:	225 Windsor Drive		
Address Line 4:	Itasca, ILLINOIS 60143-1225		
NAME OF SUBMITTER:	Frances Durden		

CH \$40.00 1319419

Signature:

/frances durden/

Date:

01/13/2005

Total Attachments: 6

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BUSINESS TRANSFER AGREEMENT

between

BORDER FINE ARTS COMPANY LIMITED incorporated in [Scotland] under the Companies Acts (Registered No 56402) and having its registered office at Townfoot, Langholm, Dumfriesshire DG13 0ET (hereinafter referred to as the "Vendor") of the first part

and

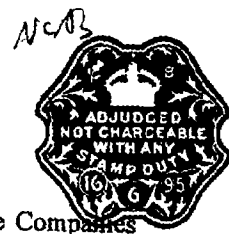
ENESCO EUROPEAN GIFTWARE GROUP LIMITED incorporated in England under the Companies Acts (Registered No 2137296) and having its registered office at Skirsgill, Penrith, Cumbria CA11 0DP (hereinafter referred to as the "Purchaser") of the second part

CONSIDERING THAT

- (A) The Purchaser is a wholly owned subsidiary of the Vendor.
- (B) The Purchaser wishes to acquire from the Vendor, with effect from the commencement of business on 1st January 1995 (hereinafter referred to as "the Transfer Date") the undertaking and business hitherto carried on by the Vendor (hereinafter referred to as the "Business").

NOW THEREFORE IT IS HEREBY AGREED as follows:

1. The Vendor will sell and the Purchaser will purchase, with effect from the Transfer Date, the whole of the undertaking, property and assets of the Vendor relating to the Business including, without prejudice to the foregoing generality, the following:
 - (a) the Business then carried on by the Vendor as a going concern together with the goodwill thereof;
 - (b) the leasehold properties of the Vendor relating to the Business wheresoever situated and all fixtures and fittings thereon and therein;



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- (c) the heritable/freehold properties of the Vendor relating to the Business wheresoever situated and all fixtures and fittings thereon and therein;
 - (d) all and any vehicles, moveable plant and machinery, tools, utensils, furniture and equipment of every description relating to the Business;
 - (e) the whole stock-in-trade of whatever nature and origin owned and held by the Vendor in relation to the Business;
 - (f) the full benefit of all subsisting contracts and engagements and orders relating to the supply of goods and materials to the Business insofar as the Vendor can lawfully assign the same and insofar as the same may not have been implemented at the Transfer Date;
 - (g) all and any amounts due to the Vendor in connection with the Business including prepayments in respect of debts relating to materials, products, goods or services supplied by the Vendor prior to the Transfer Date; and
 - (h) all cash in hand at the bank.
2. As from the Transfer Date, the Purchaser hereby (a) assumes all liabilities (including contingent or disputed liabilities) of the Business and (b) undertakes to indemnify and keep indemnified the Vendor on demand against all actions, proceedings, claims, demands, penalties, costs, expenses and other liabilities brought or made against or suffered or incurred by the Vendor in connection with the Business whether in respect of matters arising before or after the Transfer Date.
3. (a) The Purchaser shall, without investigation or objection, accept such title as the Vendor has to the undertaking, property and assets hereby agreed to be sold.
- (b) The property and risk in all the property and assets hereby agreed to be sold shall be deemed to have vested in and passed to the Purchaser with effect from the Transfer Date.

- 4. (a) Where the assignment of any of the leases of the leasehold properties of the Vendor relating to the Business requires landlords' consent and such consent has not been obtained before the date of this Agreement, the relevant leasehold properties are herein called "Relevant Properties".

- (b) The Purchaser may with effect from the Transfer Date enter the Relevant Properties and occupy them as licensee of the Vendor and the Vendor shall hold the leases on trust for the Purchaser pending completion of the assignment and (whether or not it enters the Relevant Properties) until the earlier of the date of completion of the assignment or the date on which the Purchaser shall have vacated the property having been required to do so by either the Vendor or the relevant landlord:
 - (i) the Purchaser will pay for and reimburse the Vendor forthwith on demand in respect of all rates, water rates, insurance premiums, telephone and gas charges and all other outgoings of an annual or recurring nature (apportioned on a day to day basis) together with Value Added Tax thereon (if any);
 - (ii) the Purchaser will pay to the Vendor amounts equal to the rents from time to time reserved by the leases together with Value Added Tax thereon (if any) as and when the same fall due and any other sums payable thereunder and shall act and conduct itself in such a manner that the covenants, obligations, conditions and stipulations (other than for the actual payment of rents and any other sums which shall be made by the Vendor and reimbursed by the Purchaser and against assignment without prior consent) on the part of the tenant contained in the leases are fully observed and performed and shall indemnify the Vendor against any breach, non-observance or non-performance of those covenants, conditions and stipulations (save as aforesaid) and all costs, claims, damages, liabilities, expenses or losses arising out of or in connection therewith; and
 - (iii) the Purchaser shall bear and shall indemnify the Vendor against all buildings, loss of rent, third party, public and employer's liability risks attached to the occupation and use of the Relevant Properties and against any insurance premiums attributable thereto.

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- (c) The Purchaser will accept an assignment of the lease(s) of the Relevant Properties at any time after the landlords' consent to such assignment is obtained.
5. The Purchaser shall assume full responsibility for all the employees of the Business employed as at the Transfer Date. For the avoidance of doubt, the sale and purchase constituted by these presents is subject to the provisions of the Transfer of Undertakings (Protection of Employment) Regulations 1981 (as amended) and, in accordance with the said Regulations, the contracts of employment of the said employees shall be automatically transferred to the Purchaser with effect from the Transfer Date.
6. The consideration for the said sale and purchase shall be the value of the net assets of the Business at the Transfer Date, currently estimated at £445,900 which sum shall remain outstanding on inter-company account between the Vendor and the Purchaser for the settlement of which no arrangements have been made.
7. The Vendor shall, and shall procure that all other necessary parties (if any) shall, at the request of the Purchaser, execute and do all such deeds, acts and things for vesting the undertaking, property and assets hereby agreed to be sold to the Purchaser (or any person appointed by the Purchaser for such purpose) and for giving to the Purchaser the full benefit of this Agreement as may reasonably be required; provided that if the Vendor, having used its best endeavours so to do, cannot for any reason whatever by the operation of this Agreement transfer to the Purchaser (or such person aforesaid) the title to any of the property or assets hereby agreed to be sold, the Vendor shall, until the title thereof has been finally and effectively vested in the Purchaser, hold the same upon trust for and for the benefit of the Purchaser.
8. The parties shall use all reasonable endeavours to procure that this Agreement is adjudicated as not payable with any stamp duty. However, any stamp duty payable shall be paid by the Purchaser.
9. (a) All amounts expressed in this Agreement as being payable by the Purchaser are expressed exclusive of any Value Added Tax which may be chargeable thereon subject as hereinafter provided.

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- (b) The parties hereto intend that Article 5 of the Value Added Tax (Special Provisions) Order SI/1992/3129 shall apply to the transfer of the business and assets hereunder and accordingly:
- (i) the Vendor and the Purchaser shall use all reasonable endeavours to secure that pursuant to the provisions of the said Article 5 and of Section 49 of the Value Added Tax Act 1994 the sale of the business and assets hereunder is treated as neither a supply of goods nor a supply of services for the purposes of Value Added Tax and the Purchaser warrants that the assets are to be used by the Purchaser in carrying on the same kind of business as that carried on by the Vendor;
 - (ii) the Vendor and the Purchaser shall each give notice of the transfer to HM Customs and Excise;
 - (iii) the Vendor shall on the completion date deliver to the Purchaser all records referred to in Section 49(1) of the Value Added Tax Act 1994 and shall not make any request to HM Customs and Excise for such records to be retained by the Vendor and the Purchaser hereby undertakes to preserve such records for such periods as may be required by law and shall during that period afford reasonable access to them at the request of the Vendor;
 - (iv) in the event HM Customs and Excise determine that Value Added Tax is chargeable on the sale of the business and assets hereunder or any of them then the Purchaser agrees that such Value Added Tax shall be in addition to the sum specified in Clause 5 and the Purchaser shall (against production by the Vendor of a valid Value Added Tax invoices in respect thereof) pay the amount of any such Value Added Tax forthwith to the Vendor together with any related penalty or interest charge incurred by the Vendor.

10. For the avoidance of doubt, it is expressly agreed that this Agreement shall have effect from the Transfer Date notwithstanding the date or dates hereof.

IN WITNESS whereof this Agreement is made the day and year first above written.

SIGNED BY

John A Russell X JOHN A RUSSELL

William Swanson W. SWANSON
for and on behalf of Border Fine Arts Company Limited

SIGNED BY

John A Russell X JOHN A RUSSELL

Per Hjorten P. HJORTEN
for and on behalf of Enesco European Giftware Group Limited