

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Syratech Corporation		04/22/2005	CORPORATION: DELAWARE
Gift Acquisition L.L.C		04/22/2005	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Gift Acquisition L.L.C.		
Street Address:	120 West 45th Street		
Internal Address:	C/O D.E. Shaw Laminar Portfolios, L.L.C		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company:		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	76363924	FANCIFUL FLIGHTS	
Serial Number:	76357274	FANCIFUL FLIGHTS	
Serial Number:	76341961	REIGNING CATS AND DOGS	
Registration Number:	1389121	SILVESTRI	
Registration Number:	1391509	SILVER TREE	
Registration Number:	2697354	PETAL PUSHERS	
Registration Number:	2842071	REIGNING CATS AND DOGS	
CORRESPONDENCE DATA			
Fax Number:	(415)474-4024		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	414-984-8287		
Email:	jbegler@nixonpeabody.com		
Correspondent Name:	Jay Begler		

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TRADEMARK
REEL: 003073 FRAME: 0406

Address Line 1: 2 Embarcadero Center
Address Line 2: 27th Floor
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:

Jay Begler

Signature:

/Jay Begler/

Date:

04/26/2005

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment is entered into as of April 22, 2005 (the "Effective Date") by and between SYRATECH CORPORATION, a Delaware corporation ("Assignor") and GIFT ACQUISITION, L.L.C., a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks and service marks listed on the attached Schedule A, all applications and registrations pertaining thereto and all common law rights associated therewith, together with all goodwill arising from the use of and symbolization by said trademarks (the "Trademarks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of March 24, 2005, as amended by Amendment No. 1, dated as of April 19, 2005 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee the Seller Intellectual Property (as defined in the Purchase Agreement) and all right, title and interest therein and related thereto, including without limitation, the Trademarks;

WHEREAS, Assignor and Assignee now desire to carry out the intent and purpose of the Purchase Agreement by the execution and delivery to Assignee of this instrument evidencing the assignment, sale and transfer to Assignee of the Trademarks.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement, and for good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all right, title and interest in and to the Trademarks throughout the world, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, that portion of the business to which the Trademarks pertain, including the right to license others under the Trademarks and the right to renew any trademark registration which shall issue from the application included in the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past or future infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

2. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof, and to the Bankruptcy Code, to the extent applicable.

3. This Trademark Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. Assignor hereby agrees to execute upon the reasonable request of Assignee, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Trademarks worldwide, including all documents necessary to register in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar, and reasonably assist, at Assignee's expense, in any proceedings relating to Assignee's right, title, interest and benefit in and to the Trademarks.

5. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement.

[remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment to be executed by their proper officers thereunto duly authorized, as of the date first written above.

ASSIGNOR:
SYRATECH CORPORATION

BY: [Signature]
Name: Gregory W. Hunt
Title: CEO

STATE OF Massachusetts)
)ss:
COUNTY OF Suffolk)

On this 22 day of April, 2005, before me personally appeared Gregory W. Hunt, to me personally known, who, being duly sworn, did say that s/he is the CEO of Syratech Corporation and that s/he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public

ASSIGNEE:
GIFT ACQUISITION, L.L.C.

BY: _____
Name: _____
Title: _____

STATE OF _____)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2005, before me personally appeared _____, to me personally known, who, being duly sworn, did say that s/he is the _____ of Gift Acquisition, L.L.C. and that s/he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

TRADEMARK ASSIGNMENT SIGNATURE PAGE

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Schedule A
Trademarks and Service Marks and Applications and Registrations Therefor

Trademark	Registration No./ (Application No.)	Registration Date/ (Application Date)	Jurisdiction	Goods and Services
FANCIFUL FLIGHTS	(76/363,924)	(1/25/02)	U.S.	IC 011. Electrical lamps; IC 14. Clocks; IC 16: Pencil holders; desk sets. IC 024: Flags made of fabric; IC 028: Christmas trim in the nature of ornaments made of non-precious metal; artificial Christmas wreaths
FANCIFUL FLIGHTS	(76/357,274)	(1/10/02)	U.S.	IC 006: Figurines made of common metal; garden stakes made of common metal; kinetic sculptures made of common metal; musical sculptures made of common metal; suction cup-back hooks; musical sculptures made of common metal; decorative table centerpieces of common metal. IC 020: Picture frames, suction cup backed non metal hooks for displaying pictures. IC 021: Candle holders made of common metal, namely, holders for votive candles, holders for votive candles attached to garden stakes, candle jars; garden pot caddies made of common metal; wine caddies; plate caddies; ceramic serveware not of precious metal, namely serving dishes, trays, and bowls. IC 028: Christmas tree ornaments.
PETAL PUSHERS	2,697,354	3/18/03	U.S.	IC 6: Garden stakes made of common metal; garden stake votives made of common metal; kinetic sculptures made of metal; musical sculptures made of metal; garden pot caddies made of common metal. IC 20: Picture frames made of common metal.
REIGNING CATS AND DOGS	(76/341,961)	(11/26/01)	U.S.	IC 6. Figurines made of common metal; key holders made of common metal; pet leash holders made of common metal. IC 21: Pet feeding dishes; ceramic serveware
REIGNING CATS AND DOGS	2,842,071	5/18/04	U.S.	IC 20: Picture frames.
SILVESTRI	1,389,121	4/8/86	U.S.	IC 21: Small ornamental display boxes made primarily of glass; containers for toiletry items sold empty, and glass bottles, candleholders; dinnerware; glass beverageware; glass ornaments and

				decorations, namely, vases, sculptures, ceramic figurines; serving pieces made of glass namely, trays, platters, and bowls; decorative furnishings in the form of figurines, planters, sculptures, stemware and serving pieces, namely, trays, bowls, and platters.
SILVER TREE	1,391,509	4/29/86	U.S.	IC 028: Christmas Tree Ornaments and Christmas decorations, namely, stockings, tree skirts, garlands, musical toys, and puppets. IC 011: Christmas tree light sets.
SILVESTRI	1429048	9/9/94	U.K.	Cl. 26: Artificial flowers; decorative haberdashery items
SILVESTRI	B1429047	7/30/93	U.K.	Cl. 21: Domestic utensils and containers; ornaments and figurines; glassware.
SILVESTRI	B1429046	8/6/93	U.K.	Cl. 20: Items of furniture; mirrors; display stands; picture frames.
SILVESTRI	B1429045	10/21/94	U.K.	Cl. 15: Musical boxes and musical figurines.
SILVESTRI	B1429044	10/1/93	U.K.	Cl. 14: Articles of precious metal or coated therewith; clocks.
SILVESTRI	B1427125	12/10/93	U.K.	Cl. 28: Toys and games; dolls; toy models.