Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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):

Russ Berrie and Company, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☑ Corporation- State: New Jersey
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☑ No

Name: LaSalle Business Credit, LLC
Internal Address:
Street Address: 135 South LaSalle
City: Chicago
State: Illinois
Country: U.S.A. Zip: 60603

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☑ Other Ltd Liability Co. Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

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

Execution Date(s) June 28, 2005

☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other

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

A. Trademark Application No.(s)
76/457,108 76/461,530 76/535,128
78/093,369 78/246,424

B. Trademark Registration No.(s)
1,116,407 1,187,712 1,190,130 1,223,558 1,230,618

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: Angela M. Terry
Internal Address: Jenner & Block LLP
Street Address: One IMB Plaza
City: Angela M. Terry
State: Illinois Zip: 60611
Phone Number: (312) 840-8648
Fax Number: (312) 840-7884
Email Address: aterry@jenner.com

6. Total number of applications and registrations involved: 36

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 915

☐ 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 10-0460
Authorized User Name Angela M. Terry

9. Signature:

Signature — Date: July 6, 2005

Angela M. Terry
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 32

CH $915.00 100460 76457108

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Box 4B (Continued)

1,251,348
1,297,278
1,333,415
1,375,694
1,551,624
1,551,988
1,552,736
1,556,869
1,556,870
1,652,060
1,956,063
1,966,741
2,159,097
2,177,304
2,183,971
2,260,182
2,296,588
2,372,339
2,482,505
2,558,179
2,635,742
2,635,758
2,752,658
2,754,915
2,809,975
2,891,296

EXECUTION COPY

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 28, 2005, by RUSS BERRIE AND COMPANY, INC., a New Jersey corporation (the "Company"), and certain of its Domestic Wholly-Owned Subsidiaries (the Company, together with such Domestic Wholly-Owned Subsidiaries signatories hereto, are sometimes referred to herein collectively as the "Grantors" and each, individually, a "Grantor"), in favor of LASALLE BUSINESS CREDIT, LLC, as administrative agent (in such capacity, the "Administrative Agent") for the Lenders and LaSalle Bank National Association (the "Issuing Bank").

RECITALS

A. The Grantors and/or certain of their subsidiaries have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") (capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement) with the financial institutions that are or may from time to time become parties thereto as Facility A Lenders, the financial institutions that are or may from time to time become parties thereto as Facility B Lenders, the Issuing Bank and the Administrative Agent, pursuant to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantors and/or certain of their subsidiaries.

B. The Grantors have entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders and the Issuing Bank are secured.

C. Pursuant to the Guaranty and Collateral Agreement, Grantors are required to execute and deliver this Agreement to the Administrative Agent, for the benefit of the Lenders and the Issuing Bank.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantors have granted to the Administrative Agent, for the benefit of the Lenders and the Issuing Bank, a security interest in substantially all the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantors do hereby grant to the Administrative Agent, for the benefit of the Lenders and the Issuing Bank, a continuing security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

(1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto,

together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

(4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and

(6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and is in all respects subject to the limitations set forth therein including without limitation the definition of "Collateral" set forth in the Guaranty and Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in and are subject in all respects to the Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement shall be construed in accordance with and governed by the internal laws of the State of New York.

[Signature Page Follows]

Each of the Grantors has caused this Patent and Trademark Security Agreement to be duly executed by its respective duly authorized officer thereunto as of the date first set forth above.

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

By: _____
Name: John Wille
Title: Vice President and Chief Financial Officer

KIDS LINE, LLC, a Delaware limited liability company

By: _____
Name: John Wille
Title: Vice President, Treasurer and Assistant Secretary

SASSY, INC., an Illinois corporation

By: _____
Name: John Wille
Title: Vice President, Treasurer and Assistant Secretary

RUSS BERRIE & CO. (WEST), INC., a California corporation

By: _____
Name: John Wille
Title: Vice President, Treasurer and Assistant Secretary

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

By: _____
Name: John Wille
Title: Vice President, Treasurer and Assistant Secretary

RUSSPLUS, INC., a New Jersey corporation

By: _____
Name: John Wille
Title: Vice President, Treasurer and Assistant Secretary

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

By: _____
Name: John Wille
Title: Vice President, Treasurer and Assistant Secretary

BOA DONE, INC., a West Virginia corporation

By: _____
Name: John Wille
Title: Vice President, Treasurer and Assistant Secretary

Acknowledged:

LASALLE BUSINESS CREDIT, LLC,
as Administrative Agent and Lender

By: _____
Name: C. John Mostofi
Title: Senior Vice President

STATE OF New York)
) ss
COUNTY OF New York)

On this 21st day of June, 2005, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing board of said entity.

Notary Public

JOHANNE R. RÉMY
Notary Public, State of New York
No. 01RE5079674
Qualified in Queens County
Commission Expires June 02, 2007

PATENT AND TRADEMARK SECURITY AGREEMENT

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

Grantor	Country	Trademark	Trademark Application/ Registration Number
Russ Berrie and Company, Inc.	UNITED STATES	APPAWS	App. No. 76/535,128
Russ Berrie and Company, Inc.	UNITED STATES	APPLAUSE	Reg. No. 1,223,558
Russ Berrie and Company, Inc.	UNITED STATES	APPLAUSE (Design)	Reg. No. 1,251,348
Russ Berrie and Company, Inc.	UNITED STATES	APPLAUSE (Design)	Reg. No. 1,190,130
Russ Berrie and Company, Inc.	UNITED STATES	BAXTER	Reg. No. 1,297,278
Russ Berrie and Company, Inc.	UNITED STATES	BEARS FROM THE PAST	Reg. No. 1,966,741
Russ Berrie and Company, Inc.	UNITED STATES	CELEBRATE AMERICA	Reg. No. 2,558,179
Russ Berrie and Company, Inc.	UNITED STATES	EVERYONE LOVES TO GET APPLAUSE	Reg. No. 1,230,618
Russ Berrie and Company, Inc.	UNITED STATES	GIRL POWRRR...	Reg. No. 2,635,742
Russ Berrie and Company, Inc.	UNITED STATES	HEARTCRAFT COLLECTION	Reg. No. 1,956,063
Russ Berrie and Company, Inc.	UNITED STATES	HOT STUFF	Reg. No. 1,333,415

Grantor	Country	Trademark	Trademark Application/ Registration Number
Russ Berrie and Company, Inc.	UNITED STATES	LUV PETS	Reg. No. 2,482,505
Russ Berrie and Company, Inc.	UNITED STATES	MAKE SOMEONE HAPPY	Reg. No. 2,635,758
Russ Berrie and Company, Inc.	UNITED STATES	RUSS & Design	Reg. No. 2,891,296
Russ Berrie and Company, Inc.	UNITED STATES	RUSS HOME	App. No. 78/093,369
Russ Berrie and Company, Inc.	UNITED STATES	RUSSPLUS	Reg. No. 2,260,182
Russ Berrie and Company, Inc.	UNITED STATES	SKRIBBLES	Reg. No. 2,809,975
Russ Berrie and Company, Inc.	UNITED STATES	VINTAGE EDITION	Reg. No. 2,372,339
Russ Berrie and Company, Inc.	ARGENTINA	EVERYONE LOVES TO GET APPLAUSE	Reg. No. 1485480
Russ Berrie and Company, Inc.	ARGENTINA	RUSS	1.889.438 (Renewal of Reg. No. 1.400.503)
Russ Berrie and Company, Inc.	ARGENTINA	RUSS	1.357.309
Russ Berrie and Company, Inc.	ARGENTINA	RUSS	1.743.356 (Renewal of Reg. No. 1.339.312)

Grantor	Country	Trademark	Trademark Application/ Registration Number
Russ Berrie and Company, Inc.	AUSTRALIA	APPLAUSE (Design)	Reg. No. A361197
Russ Berrie and Company, Inc.	AUSTRALIA	RUSS & DESIGN	A405,292
Russ Berrie and Company, Inc.	AUSTRALIA	RUSS & DEVICE	B444,252
Russ Berrie and Company, Inc.	AUSTRALIA	RUSS & DEVICE	B444,253
Russ Berrie and Company, Inc.	BENELUX	APPLAUSE	Reg. No. 376360
Russ Berrie and Company, Inc.	BENELUX	APPLAUSE	Reg. No. 730983
Russ Berrie and Company, Inc.	BENELUX	EVERYONE LOVES TO GET APPLAUSE	Reg. No. 503783
Russ Berrie and Company, Inc.	BENELUX	EVERYONE LOVES TO GET APPLAUSE	Reg. No. 730984
Russ Berrie and Company, Inc.	BENELUX	RUSS AND DESIGN	383.060
Russ Berrie and Company, Inc.	BRAZIL	RUSS AND DESIGN	816350752
Russ Berrie and Company, Inc.	CANADA	APPLAUSE	Reg. No. 304224
Russ Berrie and Company, Inc.	CANADA	APPLAUSE (Design)	Reg. No. 304223
Russ Berrie and Company, Inc.	CANADA	MAKE SOMEONE HAPPY	TMA592292

Grantor	Country	Trademark	Trademark Application/ Registration Number
Russ Berrie and Company, Inc.	CANADA	MAKE SOMEONE HAPPY	TMA592292
Russ Berrie and Company, Inc.	CANADA	RUSS & DESIGN	301,773
Russ Berrie and Company, Inc.	CHILE	APPLAUSE	Reg. No. 430057
Russ Berrie and Company, Inc.	CHILE	RUSS	418,124
Russ Berrie and Company, Inc.	CHILE	RUSS	278.116
Russ Berrie and Company, Inc.	CHILE	RUSS BERRIE	278.117
Russ Berrie and Company, Inc.	CHINA	RUSS	924294
Russ Berrie and Company, Inc.	CHINA	RUSS	905751
Russ Berrie and Company, Inc.	CHINA	RUSS & DEVICE	1092630
Russ Berrie and Company, Inc.	CHINA	RUSS & DEVICE	1082253
Russ Berrie and Company, Inc.	CHINA	RUSS & DEVICE	1070211
Russ Berrie and Company, Inc.	COLUMBIA	RUSS	168902
Russ Berrie and Company, Inc.	COSTA RICA	RUSS & DESIGN	70.692
Russ Berrie and Company, Inc.	EL SALVADOR	EVERYONE LOVES TO GET APPLAUSE	Reg. No. 128/134
Russ Berrie and Company, Inc.	EL SALVADOR	RUSS LOGO	180 BOOK 141
Russ Berrie and Company, Inc.	EL SALVADOR	RUSS PLUS	79 BOOK 53

Grantor	Country	Trademark	Trademark Application/ Registration Number
Russ Berrie and Company, Inc.	EUROPEAN UNION	EVERYONE LOVES TO GET APPLAUSE	Reg. No. EU340364
Russ Berrie and Company, Inc.	FRANCE	APPLAUSE	013136799
Russ Berrie and Company, Inc.	FRANCE	RUSS AND DESIGN	1,271,767
Russ Berrie and Company, Inc.	GERMANY	APPLAUSE	Reg. No. 1050030
Russ Berrie and Company, Inc.	GERMANY	APPLAUSE (Design)	Reg. No. 1075372
Russ Berrie and Company, Inc.	GERMANY	EVERYONE LOVES TO GET APPLAUSE	Reg. No. 2039483
Russ Berrie and Company, Inc.	GERMANY	RUSS AND DESIGN	1,075,676
Russ Berrie and Company, Inc.	GREAT BRITAIN	APPLAUSE	Reg. No. 1200400
Russ Berrie and Company, Inc.	GREAT BRITAIN	APPLAUSE (Design)	Reg. No. B1155354
Russ Berrie and Company, Inc.	HONG KONG	APPLAUSE (Design)	Reg. No. B1466
Russ Berrie and Company, Inc.	HONG KONG	RUSS	B1635
Russ Berrie and Company, Inc.	ISRAEL	RUSS	58748

Grantor	Country	Trademark	Trademark Application/ Registration Number
Russ Berrie and Company, Inc.	ITALY	RUSS (LABEL)* *"LABEL" USED IN ITALY TO DESIGNATE A MARK'S DESIGN COMPONENT.	686759
Russ Berrie and Company, Inc.	JAPAN	APPLAUSE (Design)	Reg. No. 2194900
Russ Berrie and Company, Inc.	JAPAN	EVERYONE LOVES TO GET APPLAUSE	4000632
Russ Berrie and Company, Inc.	JAPAN	RUSS & DESIGN	Reg. No. 4774675
Russ Berrie and Company, Inc.	KOREA	APPLAUSE	Reg. No. 145202
Russ Berrie and Company, Inc.	KOREA	EVERYONE LOVES TO GET APPLAUSE	Reg. No. 273963
Russ Berrie and Company, Inc.	KOREA	RUSS AND DESIGN	114480
Russ Berrie and Company, Inc.	MALAYSIA	RUSS DESIGN	86/05514(B)
Russ Berrie and Company, Inc.	MEXICO	APPLAUSE	Reg. No. 369166
Russ Berrie and Company, Inc.	MEXICO	APPLAUSE (Design)	Reg. No. 373478
Russ Berrie and Company, Inc.	MEXICO	RUSS AND DESIGN	377590

Grantor	Country	Trademark	Trademark Application/ Registration Number
Russ Berrie and Company, Inc.	MEXICO	RUSS AND DESIGN	393700
Russ Berrie and Company, Inc.	MEXICO	RUSS AND DESIGN	382026
Russ Berrie and Company, Inc.	NEW ZEALAND	RUSS AND DEVICE	164554
Russ Berrie and Company, Inc.	NEW ZEALAND	RUSS BERRIE AND COMPANY, INC.	168792
Russ Berrie and Company, Inc.	PANAMA	EVERYONE LOVES TO GET APPLAUSE	Pending
Russ Berrie and Company, Inc.	PANAMA	RUSS	36349
Russ Berrie and Company, Inc.	PANAMA	RUSS AND DESIGN	324.087
Russ Berrie and Company, Inc.	PERU	RUSS AND DESIGN	80444
Russ Berrie and Company, Inc.	PHILIPPINES	RUSS AND BUTTERFLY DESIGN	49670 (1,196,194-USA)
Russ Berrie and Company, Inc.	PHILIPPINES	RUSS AND BUTTERFLY DESIGN	67666
Russ Berrie and Company, Inc.	POLAND	RUSS	App. No. Z-200594
Russ Berrie and Company, Inc.	PUERTO RICO	RUSS AND DESIGN	25,984

Grantor	Country	Trademark	Trademark Application/ Registration Number
Russ Berrie and Company, Inc.	RUSSIA	RUSS AND DEVICE	Reg. No. 272706
Russ Berrie and Company, Inc.	SINGAPORE	RUSS AND DESIGN	T86/04251H (FORMERLY 4251/86)
Russ Berrie and Company, Inc.	SINGAPORE	RUSS AND DESIGN	T86/02247I (FORMERLY 2247/86)
Russ Berrie and Company, Inc.	SOUTH AFRICA	RUSS (SPECIAL FORM)* *"SPECIAL FORM" USED IN SO. AFRICA TO DESIGNATE A MARK'S DESIGN COMPONENT	B82/2552
Russ Berrie and Company, Inc.	SOUTH AFRICA	RUSS AND DESIGN	B84/2503
Russ Berrie and Company, Inc.	SWITZERLAND	RUSS AND DESIGN	332925
Russ Berrie and Company, Inc.	TAIWAN	APPLAUSE (Design)	177657
Russ Berrie and Company, Inc.	TAIWAN	APPLAUSE and Hand Design	93050600
Russ Berrie and Company, Inc.	TAIWAN	RUSS	255821

Grantor	Country	Trademark	Trademark Application/ Registration Number
Russ Berrie and Company, Inc.	TAIWAN	RUSS	255887
Russ Berrie and Company, Inc.	TAIWAN	RUSS	259886
Russ Berrie and Company, Inc.	TAIWAN	RUSS	266296
Russ Berrie and Company, Inc.	TAIWAN	RUSS	267160
Russ Berrie and Company, Inc.	TAIWAN	RUSS	269334
Russ Berrie and Company, Inc.	TAIWAN	RUSS	273776
Russ Berrie and Company, Inc.	TAIWAN	RUSS AND DEVICE	255820
Russ Berrie and Company, Inc.	TAIWAN	RUSS AND DEVICE	255886
Russ Berrie and Company, Inc.	TAIWAN	RUSS AND DEVICE	259885
Russ Berrie and Company, Inc.	TAIWAN	RUSS AND DEVICE	273775

Grantor	Country	Trademark	Trademark Application/ Registration Number
Russ Berrie and Company, Inc.	TAIWAN	RUSS AND DEVICE	908088
Russ Berrie and Company, Inc.	TAIWAN	RUSS AND DEVICE	901998
Russ Berrie and Company, Inc.	TAIWAN	RUSS AND DEVICE	917138
Russ Berrie and Company, Inc.	THAILAND	EVERYONE LOVES TO GET APPLAUSE	TM43608
Russ Berrie and Company, Inc.	UNITED KINGDOM	RUSS AND DEVICE	1298343
Russ Berrie and Company, Inc.	UNITED KINGDOM	RUSS AND DEVICE	1302734
Russ Berrie and Company, Inc.	UNITED KINGDOM	RUSS AND DEVICE	1302735
Russ Berrie and Company, Inc.	UNITED KINGDOM	RUSS AND DEVICE	1302736
Russ Berrie and Company, Inc.	URUGUAY	RUSS AND DESIGN	215.261
Russ Berrie and Company, Inc.	VENEZUELA	RUSS	114623-F
Sassy, Inc.	UNITED STATES	BARNA[1]	Reg. No. 1652060

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

Grantor	Country	Trademark	Trademark Application/ Registration Number
Sassy, Inc.	UNITED STATES	CIRCUS	Reg. No. 2183971
Sassy, Inc.	UNITED STATES	INFA-TRAINER	Reg. No. 1187712
Sassy, Inc.	UNITED STATES	POGO	Reg. No. 2159097
Sassy, Inc.	UNITED STATES	SASSY	Reg. No. 1556869
Sassy, Inc.	UNITED STATES	SASSY	Reg. No. 1551624
Sassy, Inc.	UNITED STATES	SASSY	Reg. No. 1552736
Sassy, Inc.	UNITED STATES	SASSY	Reg. No. 1551988
Sassy, Inc.	UNITED STATES	SASSY	Reg. No. 2296588
Sassy, Inc.	UNITED STATES	SASSY	Reg. No. 2752658
Sassy, Inc.	UNITED STATES	SASSY	App. No. 76461530
Sassy, Inc.	UNITED STATES	SASSY SEAT	Reg. No. 1556870
Sassy, Inc.	UNITED STATES	SASSY SEAT & design	Reg. No. 1116407
Sassy, Inc.	UNITED STATES	SASSY SPA	App. No. 76457108
Sassy, Inc.	UNITED STATES	THE BEST FED BABY PEOPLE	Reg. No. 1375694
Sassy, Inc.	ARGENTINA	SASSY	Reg. No. 1.784.558
Sassy, Inc.	AUSTRALIA	SASSY	Reg. No. 755620

Grantor	Country	Trademark	Trademark Application/ Registration Number
Sassy, Inc.	AUSTRIA	SASSY	Reg. No. 196.270
Sassy, Inc.	BENELUX	SASSY	Reg. No. 629872
Sassy, Inc.	BRAZIL	SASSY	Reg. No. 821420780
Sassy, Inc.	CANADA	SASSY	Reg. No. 542,170
Sassy, Inc.	CANADA	SASSY SEAT & DESIGN	Reg. No. 282,211
Sassy, Inc.	CHINA	SASSY	Reg. No. 1378162
Sassy, Inc.	CZECH REPUBLIC	SASSY	Reg. No. 255001
Sassy, Inc.	DENMARK	SASSY	Reg. No. 200000792
Sassy, Inc.	FINLAND	SASSY	Reg. No. 222039
Sassy, Inc.	FRANCE	SASSY	Reg. No. 98/179.226
Sassy, Inc.	GERMANY	SASSY	Reg. No. 398 09 459
Sassy, Inc.	GREECE	SASSY	Reg. No. 143727
Sassy, Inc.	HONG KONG	SASSY	Reg. No. 064405/2002
Sassy, Inc.	INDONESIA	SASSY	Reg. No. 488659
Sassy, Inc.	IRELAND	SASSY	Reg. No. 212947
Sassy, Inc.	ISRAEL	SASSY	Reg. No. 120,447
Sassy, Inc.	ITALY	SASSY	Reg. No. 871468

Grantor	Country	Trademark	Trademark Application/ Registration Number
Sassy, Inc.	JAPAN	SASSY	Reg. No. 4512048
Sassy, Inc.	MALAYSIA	SASSY	Reg. No. 00015154
Sassy, Inc.	MEXICO	SASSY	Reg. No. 655656
Sassy, Inc.	NEW ZEALAND	SASSY	Reg. No. 303931
Sassy, Inc.	NORWAY	SASSY	Reg. No. 210141
Sassy, Inc.	PHILIPPINES	SASSY	Reg. No. 4-2000-07961
Sassy, Inc.	POLAND	SASSY	App. No. Z-252428
Sassy, Inc.	PORTUGAL	SASSY	App. No. 349861
Sassy, Inc.	SINGAPORE	SASSY	Reg. No. T00/16164E
Sassy, Inc.	SOUTH AFRICA	SASSY	Reg. No. 1999/00558
Sassy, Inc.	SPAIN	BABY SASSY	Reg. No. 2214218M5
Sassy, Inc.	SPAIN	SASSY	Reg. No. 2208233M6
Sassy, Inc.	SWEDEN	SASSY	Reg. No. 356268
Sassy, Inc.	SWITZERLAND	SASSY	Reg. No. 492082
Sassy, Inc.	TAIWAN	SASSY	Reg. No. 971798
Sassy, Inc.	THAILAND	SASSY	Reg. No. KOR144010

Grantor	Country	Trademark	Trademark Application/ Registration Number
Sassy, Inc.	UNITED KINGDOM	SASSY	Reg. No. 2158808
Sassy, Inc.	UNITED KINGDOM	SASSY SEAT	Reg. No. B1215291
Sassy, Inc.	VENEZUELA	SASSY	Reg. No. P232849
Kids Line, LLC	UNITED STATES	BEBEFINA	Reg. No. 2,177,304
Kids Line, LLC	UNITED STATES	KATIE LITTLE	App. No. 78/246,424
Kids Line, LLC	UNITED STATES	KIDSLINE	Reg. No. 2,754,915
Kids Line, LLC	AUSTRALIA	KIDSLINE	App. No. 994575
Kids Line, LLC	MEXICO	KIDSLINE[2]	Reg. No. 503936
Kids Line, LLC	NEW ZEALAND	KIDSLINE	App. No. 710055

Licenses Such of the following which by their terms include or constitute a trademark license:

1.	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)
2.	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)
3.	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)
4.	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)

[2] 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.

5.	Exclusive License Agreement dated November 29, 2001 by and between Gilda's Club Worldwide and Russ Berrie and Company, Inc. ("Sparkle" dog)
6.	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)
7.	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
8.	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
9.	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
10.	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
11.	License Agreement effective as of January 1, 2004 by and between Wolverine World Wide, Inc. and Russ Berrie and Company, Inc. (Hush Puppies)
12.	Exclusive License Agreement dated November 24, 2003 by and between Steven L. Hoeffner and Russ Berrie and Company, Inc. (as of May 10, 2005, in process of being terminated)
13.	Exclusive License Agreement dated September 5, 2003 by and between Nancy Wiley and Russ Berrie and Company, Inc., as amended on June 4, 2004
14.	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)
15.	Exclusive License Agreement dated as of August 16, 2004 by and between Abbi Brown Studio, Ltd. and Russ Berrie and Company, Inc. (Jan Pashley)
16.	Exclusive License Agreement date as of November 19, 2003 by and between Sonja Picard and Russ Berrie and Company, Inc. (Ceramic novelty items)
17.	Exclusive License Agreement dated as of January 15, 2004 by and between Jerry Berta and Russ Berrie and Company, Inc. (Diner Designs)
18.	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")
19.	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)

20.	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)
21.	"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)
22.	Merchandise License Agreement dated as of October 5, 2004 by and between Dreamworks L.L.C. and Russ Berrie and Company, Inc., as amended as of January 11, 2005 (Madagascar)
23.	License Agreement dated as of October 18, 2004 by and between Sanrio, Inc. and Russ Berrie and Company, Inc.
24.	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")
25.	Exclusive License Agreement dated December 12, 2003 by and between Rikey Austin and Russ Berrie and Company, Inc. (U.K. contract for "Nitwit")
26.	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")
27.	License Agreement dated November 30, 2004 by and between Warner Bros. Consumer Products Inc. and Russ Berrie and Company, Inc., as amended January 19, 2005 (Scooby-Doo)
28.	License Agreement dated as of December 2, 2004 by and between Integrity Publishers and Russ Berrie and Company, Inc. (baby faith)
29.	License Agreement dated as of October 1, 2004 by and between Debby Carman, Faux Paw Productions, Inc., Russ Berrie and Company, Inc. and O Tay!, Inc. (Pet products)
30.	License Agreement dated as of December 24, 2004 between Hasbro, Inc. and Hasbro International, Inc. and Russ Berrie and Company, Inc., as amended on May 18, 2005 (Raggedy Ann and Raggedy Andy soft dolls)
31.	License Agreement dated as of December 24, 2004 between Simon & Schuster, Inc. and Russ Berrie and Company, Inc. (Raggedy Ann and Raggedy Andy gift items)
32.	Agreement dated May 19, 2004 and effective as of January 1, 2004 by and between Summy-Birchard Music, a division of Summy-Birchard, Inc., and Russ Berrie and Company, Inc. ("Happy Birthday to You" song)
33.	License Agreement dated as of January 1, 2005 by and between Zelda Wisdom, Inc. and Russ Berrie and Company, Inc., as amended as of February 1, 2005 (Zelda Wisdom Dog)
34.	Master Merchandising License Agreement dated April 19, 2005 between Universal Studios Licensing LLLP and Russ Berrie and Company, Inc. (The Little Engine That Could and Curious George)
35.	License Agreement dated as of April 15, 2005 by and between Amy Wulfing, Russ Berrie and Company, Inc. and O Tay!, Inc. (Good News Bears)

36.	Distribution Agreement dated as of January 1, 2005 between Santoro Graphics Ltd. and Russ Berrie and Company, Inc. (Tutti Cuti)
37.	Agreement dated January 25, 2005 between Santoro Graphics Ltd. and Russ Berrie and Company, Inc. (Swing Cards)
38.	Short Form License Agreement dated as of December 1, 2004 between Classic Media, Inc. and Russ Berrie and Company, Inc. (Pat the Bunny)
39.	Musical Product License dated as of January 1, 2005 by and between Cherry Lane Music Publishing Company, Inc. (on behalf of itself, Cherry River Music Co., Songs of the Knoll, and Acoustic Music) and Russ Berrie and Company, Inc. (Monster Mash)
40.	Merchandising License dated as of January 1, 2005 by and between Russ Berrie and Company, Inc. and Capizzi Music (Monster Mash)
41.	Merchandising License Agreement dated as of May 1, 2005 between Twentieth Century Fox Licensing and Merchandising, a division of Fox Entertainment Group, Inc. and Russ Berrie and Company, Inc. (The Simpsons)
42.	Distribution Agreement dated as of June 8, 2005 between Carte Blanche Greeting Card and Russ Berrie and Company, Inc. (Carte Blanche)
43.	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; and Agreement Regarding Assignment dated as of July 31, 2002 by and among MAM, Russ Berrie and Company, Inc., RBSACQ, Inc. and Sassy, Inc.
44.	Consultant Agreement dated as of June 1, 2004 by and among Christine Breede Schechter, Daniel Schechter and Sassy, Inc.
45.	License Agreement dated as of October 14, 2002 by and between Manhattan Group LLC and Sassy, Inc.
46.	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.
47.	License Agreement dated as of April 30, 2002 by and between Mariann Straub and Sassy, Inc.; Consent to Assignment and Acknowledgement dated as of July 25, 2002 by and among Mariann C. Straub, Sassy, Inc. and RBSACQ, Inc.; Consent to Assignment and Acknowledgement dated as of August 4, 2002 by and among Mariann C. Straub, Sassy, Inc. and RBSACQ, Inc.; and Confirmatory Assignment dated February 11, 2003 between Mark Greenwood and Mariann C. Straub

48.	Consultant Agreements dated as of December 31, 2002, 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)
49.	Consultant Agreement dated May 2, 2000 between Dr. Joyce Aronson and Sassy, Inc.
50.	Letter Agreements dated August 7, 2001 and September 17, 2001 between Pitrone & Associates and Sassy, Inc.
51.	Exclusivity Agreement dated October 2, 2003 by and between Sassy, Inc. and Impulse Design & Engineering, LLC
52.	Relationship Agreement dated May 1, 2002 by and between Sassy, Inc. and Lena Strategic Design, Inc. (expired but the parties continue to do business)
53.	Consultant's Agreement dated November 19, 1995 by and between DDL&S, L.L.C. and Sassy, Inc.; Consent to Assignment dated as of July __, 2002 by and among DDL&S, L.L.C., Sassy, Inc. and RBSACQ, Inc.; Consent to Assignment dated as of August 14, 2002 by and among DDL&S, L.L.C., Sassy, Inc. and RBSACQ, Inc. (expired but royalty obligations continue)
54.	Child Development Consultation Services Letter Agreement dated July 1, 2001 by and between Dr. Carol Andrew and Sassy, Inc. (expired but the parties continue to do business)
55.	License Agreement dated October 20, 1995 by and between Princeton Innovations, Inc. and Sassy, Inc.
56.	Licensing Agreement dated as of July 23, 1997 by and between Viv Eisner-Hess and Kids Line Inc., Licensing Agreement Addendums dated as of May 23, 2000 and as of March 5, 2002 and consent dated November 4, 2004
57.	License Agreement dated as of October 11, 2003 by and between Kids Line, LLC and Olga Vieira
58.	Distribution and Manufacturing Agreement dated as of July 17, 2004 by and between Lil Buddies, Inc. and Kids Line, LLC and Acknowledgment and Release dated July 29, 2004
59.	License Agreement dated as of September 20, 2001 by and between Amscan, Inc. and Kids Line, Inc.
60.	Oral License Agreement entered into in 2003 by and between Taurus Merchandising Pvt. Ltd and Kids Line, LLC for the following product lines: Gossamer Wings, Heirloom, Zanzibar and Kenya.

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents and Patent Applications

Grantor	Patent Number or Application Number	Issue or Filing Date	Title
Sassy, Inc.	Patent No. 4798412	1/17/1989	Two Piece Booster Seat with Multiple Seat Heights
Sassy, Inc.	Patent No. D340512	10/19/1993	Child's Training Toilet
Sassy, Inc.	Patent No. D357524	04/18/1995	Water Toy
Sassy, Inc.	Patent No. 6209133	04/03/2001	Integrated Bib/Teether Apparatus
Sassy, Inc.	Patent No. 6447536	09/10/2002	Teething Pacifier
Sassy, Inc.	Patent No. 6905507B2	06/14/05	Teething Pacifier
Sassy, Inc.	App. No. 10875648	06/24/2004	Foldable Bib Display Apparatus
Sassy, Inc.	App. No. 11023232	12/27/2004	Infant Teething and Feeding Apparatus
Kids Line, LLC	Patent No. D388973	01/13/1998	Bassinet Carriage and Rocker

Licenses Such of the following which by their terms include or constitute a patent license:

1.	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)
2.	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)
3.	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)
4.	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)
5.	Exclusive License Agreement dated November 29, 2001 by and between Gilda's Club Worldwide and Russ Berrie and Company, Inc. ("Sparkle" dog)
6.	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)
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44.	Consultant Agreement dated as of June 1, 2004 by and among Christine Breede Schechter, Daniel Schechter and Sassy, Inc.
45.	License Agreement dated as of October 14, 2002 by and between Manhattan Group LLC and Sassy, Inc.

46.	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.
47.	License Agreement dated as of April 30, 2002 by and between Mariann Straub and Sassy, Inc.; Consent to Assignment and Acknowledgement dated as of July 25, 2002 by and among Mariann C. Straub, Sassy, Inc. and RBSACQ, Inc.; Consent to Assignment and Acknowledgement dated as of August 4, 2002 by and among Mariann C. Straub, Sassy, Inc. and RBSACQ, Inc.; and Confirmatory Assignment dated February 11, 2003 between Mark Greenwood and Mariann C. Straub
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49.	Consultant Agreement dated May 2, 2000 between Dr. Joyce Aronson and Sassy, Inc.
50.	Letter Agreements dated August 7, 2001 and September 17, 2001 between Pitrone & Associates and Sassy, Inc.
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55.	License Agreement dated October 20, 1995 by and between Princeton Innovations, Inc. and Sassy, Inc.
56.	Licensing Agreement dated as of July 23, 1997 by and between Viv Eisner-Hess and Kids Line Inc., Licensing Agreement Addendums dated as of May 23, 2000 and as of March 5, 2002 and consent dated November 4, 2004
57.	License Agreement dated as of October 11, 2003 by and between Kids Line, LLC and Olga Vieira
58.	Distribution and Manufacturing Agreement dated as of July 17, 2004 by and between Lil Buddies, Inc. and Kids Line, LLC and Acknowledgment and Release dated July 29, 2004
59.	License Agreement dated as of September 20, 2001 by and between Amscan, Inc. and Kids Line, Inc.

60. Oral License Agreement entered into in 2003 by and between Taurus Merchandising Pvt. Ltd and Kids Line, LLC for the following product lines: Gossamer Wings, Heirloom, Zanzibar and Kenya.