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):

Ableco Finance LLC

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State:
☑ Other Limited Liability Company - Delaware

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: Russ Berrie and Company, Inc.
Internal Address:
Street Address: 111 Bauer Drive
City: Oakland
State: New Jersey
Country: U.S.A. Zip: 07436

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☑ Corporation Citizenship New Jersey
☐ Other Citizenship

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 Release of Security Interests

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: Chicago
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 — July 7, 2005 Date

Angela M. Terry
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 36

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

CH $915.00 100460 76457108

Box 2 (Continued)

Kids Line, LLC
111 Bauer Drive
Oakland, New Jersey 07436 (U.S.A.)
Limited Liability Company - Delaware

Sassy, Inc.
111 Bauer Drive
Oakland, New Jersey 07436 (U.S.A.)
Corporation - Illinois

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

RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of June [28], 2005 ("Effective Date") by and among Russ Berrie and Company, Inc., a New Jersey corporation, Kids Line, LLC, a Delaware limited liability company, Sassy, Inc., an Illinois corporation, with their principal office at 111 Bauer Drive, Oakland, New Jersey 07436 (collectively, the "Grantors," and each, individually, a "Grantor"), and Ableco Finance LLC, a Delaware limited liability company ("Ableco"), as collateral agent, for itself and the Lenders (as such term is defined below), with its principal office at 299 Park Avenue, 24th Floor, New York, New York 10171 (Ableco, in such capacity, "Grantee").

WHEREAS, Grantees entered into that certain Financing Agreement (as amended or otherwise modified to the date hereof, the "Financing Agreement") dated as of December 15, 2004, by and among Grantors, certain affiliates of Grantors, certain financial institutions which are parties thereto ("Lenders"), Grantee and Ableco, as administrative agent for Lenders (Ableco, in such capacity, "Administrative Agent," and together with Grantee, collectively, "Agents");

WHEREAS, to secure their obligations under the Financing Agreement, Grantors entered into that certain Trademark Security Agreement by and among Grantors and Grantee dated as of December 15, 2004 (the "Trademark Security Agreement"), pursuant to which each Grantor granted to Grantee a continuing security interest in and to all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (the "Trademark Collateral"):

(a) all of such Grantors (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trade names registered trademarks, trademark applications, registered service marks and service mark applications set forth on Schedule A attached hereto and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Grantor's business symbolized by the foregoing and connected therewith, and (E) all of such Grantor's rights corresponding thereto throughout the world (the "Trademarks") and (ii) rights under or interest in any trademark or other intellectual property, including software license agreements with any other party, whether such Grantor is a licensee or licensor under any such license agreement, including, without limitation, the license agreements listed on Schedule I attached hereto, and the right to use the foregoing in connection with the enforcement of Grantee's rights in connection with the Loan Documents (as such term is defined in the Trademark Security Agreement), including, without limitation, the right to prepare for sale and sell any and all Inventory and Equipment (as such terms are defined in the Trademark Security Agreement) now or hereafter owned by such Grantor and now or hereafter covered by such licenses (the "Intellectual Property Licenses");

(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; and

WHEREAS, Grantors have paid all of their outstanding indebtedness and other obligations to Grantee, the Administrative Agent and Lenders.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademark Collateral.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral; (iii) to the best of its knowledge, it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register the foregoing, or any trade name or assumed name, other than those of the foregoing set forth on Schedule I (attached hereto), in any jurisdiction throughout the world; and (iv) to the best of its knowledge, Schedule II attached hereto sets forth a complete and correct list of all the filings made by or, to its knowledge, on behalf of Grantee to record or otherwise evidence any security interest it has against the Trademark Collateral in any jurisdiction throughout the world (other than such filings made in the United States Patent & Trademark Office).

Grantee shall promptly, at Grantors' expense, take all further actions, and provide to Grantors, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantors to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

ABLECO FINANCE LLC, as Collateral Agent

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

[*Signature Page to Release of Security Interests in Trademarks*]

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks

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
Russ Berrie and Company, Inc.	UNITED STATES	LUV PETS	Reg. No. 2,482,505

Grantor	Country	Trademark	Trademark Application/ Registration Number
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)
Russ Berrie and Company, Inc.	AUSTRALIA	APPLAUSE (Design)	Reg. No. A361197

Grantor	Country	Trademark	Trademark Application/ Registration Number
Russ Berrie and Company, Inc.	AUSTRALIA	RUSS & DESIGN	A405,292
Russ Berric 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
Russ Berrie and Company, Inc.	CANADA	MAKE SOMEONE HAPPY	TMA592292
Russ Berrie and Company, Inc.	CANADA	RUSS & DESIGN	301,773

Grantor	Country	Trademark	Trademark Application/ Registration Number
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
Russ Berrie and Company, Inc.	EUROPEAN UNION	EVERYONE LOVES TO GET APPLAUSE	Reg. No. EU340364
Russ Berrie and Company, Inc.	FRANCE	APPLAUSE	013136799

Grantor	Country	Trademark	Trademark Application/ Registration Number
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
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

Grantor	Country	Trademark	Trademark Application/ Registration Number
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
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

Grantor	Country	Trademark	Trademark Application/ Registration Number
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
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)

Grantor	Country	Trademark	Trademark Application/ Registration Number
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
Russ Berrie and Company, Inc.	TAIWAN	RUSS	255887
Russ Berrie and Company, Inc.	TAIWAN	RUSS	259886

Grantor	Country	Trademark	Trademark Application/ Registration Number
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
Russ Berrie and Company, Inc.	TAIWAN	RUSS AND DEVICE	908088
Russ Berrie and Company, Inc.	TAIWAN	RUSS AND DEVICE	901998

Grantor	Country	Trademark	Trademark Application/ Registration Number
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
Sassy, Inc.	UNITED STATES	CIRCUS	Reg. No. 2183971
Sassy, Inc.	UNITED STATES	INFA-TRAINER	Reg. No. 1187712

[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	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
Sassy, Inc.	AUSTRIA	SASSY	Reg. No. 196 270
Sassy, Inc.	BENELUX	SASSY	Reg. No. 629872

Grantor	Country	Trademark	Trademark Application/ Registration Number
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
Sassy, Inc.	JAPAN	SASSY	Reg. No. 4512048
Sassy, Inc.	MALAYSIA	SASSY	Reg. No. 00015154

Grantor	Country	Trademark	Trademark Application/ Registration Number
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
Sassy, Inc.	UNITED KINGDOM	SASSY	Reg. No. 2158808
Sassy, Inc.	UNITED KINGDOM	SASSY SEAT	Reg. No. B1215291

Grantor	Country	Trademark	Trademark Application/ Registration Number
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 Linc, 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

[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.

SCHEDULE I

DEMARK COLLATERAL

Attached.

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
REEL: 003154 FRAME: 0023

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.

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

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

			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

---

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: 003154 FRAME: 0028

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: 003154 FRAME: 0029

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: 003154 FRAME: 0030

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: 003154 FRAME: 0031

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: 003154 FRAME: 0032

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: 003154 FRAME: 0033

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: 003154 FRAME: 0034

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.

TRADEMARK
REEL: 003154 FRAME: 0035

SCHEDULE II

GN TRADEMARK FILINGS

None.