03-24-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

. DEPARTMENT OF COMMERCE
tates Patent and Trademark Office

RECOR

103204194

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):

LaSalle Business Credit, LLC

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation- State: Illinois
- [ ] Other

Citizenship (see guidelines)

Additional names of conveying parties attached? [ ] Yes [x] No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? [x] Yes [ ] No

Name: Russ Berrie and Company, Inc.

Internal Address:

Street Address: 111 Bauer Drive

City: Oakland

State: New Jersey

Country: USA Zip: 07436

- [ ] Association Citizenship
- [ ] General Partnership Citizenship
- [ ] Limited Partnership Citizenship
- [x] Corporation Citizenship USA
- [ ] 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) 3/14/2006

- [ ] Assignment
- [ ] Merger
- [x] 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)

B. Trademark Registration No.(s)

Additional sheet(s) attached? [x] 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: Vaishali Udupa

Internal Address:

Street Address: 51 Louisiana Ave., NW

City: Washington,

State: DC Zip: 20001-2113

Phone Number: 202/879-3795

Fax Number: 202/626-1700

Email Address: vudupa@jonesday.com

6. Total number of applications and registrations involved: 174

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 4,365.00

- [ ] Authorized to be charged by credit card
- [ ] Authorized to be charged to deposit account
- [x] Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature:

Signature

3/20/06
Date

Vaishali Udupa
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 40

03/24/2006 IDYRNE 00000033 7653512
01 FC:8521 40.00 OP
02 FC:8522 4325.00 OP

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Continuation of Item 2

Russ Berrie & Co. (West), Inc.
111 Bauer Drive
Oakland, NJ 07436 USA

Russ Berrie and Company Properties, Inc.
111 Bauer Drive
Oakland, NJ 07436 USA

Russplus, Inc.
111 Bauer Drive
Oakland, NJ 07436 USA

Russ Berrie and Company Investments, Inc.
111 Bauer Drive
Oakland, NJ 07436 USA

BOA Done, Inc.
111 Bauer Drive
Oakland, NJ 07436 USA

Kids Line, LLC
111 Bauer Drive
Oakland, NJ 07436 USA

Sassy, Inc.
111 Bauer Drive
Oakland, NJ 07436 USA

Continuation of Item 4

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 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
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
Russ Berrie and Company, Inc.	TAIWAN	RUSS	266296

Grantor	Country	Trademark	Trademark Application/ Registration Number
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
Sassy, Inc.	UNITED STATES	POGO	Reg. No. 2159097

[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.

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Grantor	Country	Trademark	Trademark Application/ Registration Number
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
Sassy, Inc.	BRAZIL	SASSY	Reg. No. 821420780
Sassy, Inc.	CANADA	SASSY	Reg. No. 542,170

Grantor	Country	Trademark	Trademark Application/ Registration Number
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
Sassy, Inc.	MEXICO	SASSY	Reg. No. 655656
Sassy, Inc.	NEW ZEALAND	SASSY	Reg. No. 303931

Grantor	Country	Trademark	Trademark Application/ Registration Number
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
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

Grantor	Country	Trademark	Trademark Application/ Registration Number
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

[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.

RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of March 14, 2006 ("Effective Date") by and among Russ Berrie and Company, Inc., Russ Berrie & Co. (West), Inc., Russ Berrie and Company Properties, Inc., Russplus, Inc., Russ Berrie and Company Investments, Inc., BOA Done, Inc., Kids Line, LLC, and Sassy, Inc., with their principal office at 111 Bauer Drive, Oakland, New Jersey 07436 (collectively, the "Grantors," and each, individually, a "Grantor"), and LaSalle Business Credit, LLC, a Delaware limited liability company ("LaSalle"), as administrative agent, for itself and the Lenders (as such term is defined below), with its principal office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 (LaSalle, in such capacity, "Grantee").

WHEREAS, Grantee entered into that certain Credit Agreement (as amended or otherwise modified to the date hereof, the "Credit Agreement") dated as of June 28, 2005, by and among Grantors, certain financial institutions which are parties thereto ("Lenders"), and LaSalle, as administrative agent for the Lenders (LaSalle, in such capacity, "Administrative Agent");

WHEREAS, to secure their obligations under the Credit Agreement, Grantors entered into that certain Patent and Trademark Security Agreement by and among Grantors and Grantee dated as of June 28, 2005 (the "Patent and 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 1 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 1 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 Patent and 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 Patent and Trademark Security Agreement) now or hereafter owned by such Grantor and now or hereafter covered by such licenses (the "Intellectual Property Licenses");

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(b) all reissues, continuations or extensions of the foregoing and all goodwill associated therewith;

(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 Patent and 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) it has not recorded or otherwise evidenced its security interest with respect to the Trademark Collateral with the United States Patent and Trademark Office, other than as set forth on Schedule 2 attached hereto; and (iv) Schedule 3 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.

* * * * *

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

LASALLE BUSINESS CREDIT, LLC, as Administrative Agent

By: _____
Name: Peter M. Wolcher
Title: Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

(see attached)

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
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 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
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
Russ Berrie and Company, Inc.	TAIWAN	RUSS	266296

Grantor	Country	Trademark	Trademark Application/ Registration Number
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
Sassy, Inc.	UNITED STATES	POGO	Reg. No. 2159097

[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	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
Sassy, Inc.	BRAZIL	SASSY	Reg. No. 821420780
Sassy, Inc.	CANADA	SASSY	Reg. No. 542,170

Grantor	Country	Trademark	Trademark Application/ Registration Number
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
Sassy, Inc.	MEXICO	SASSY	Reg. No. 655656
Sassy, Inc.	NEW ZEALAND	SASSY	Reg. No. 303931

Grantor	Country	Trademark	Trademark Application/ Registration Number
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
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

Grantor	Country	Trademark	Trademark Application/ Registration Number
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)
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

[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.

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")

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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)

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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.

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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

TRADEMARK FILINGS (USPTO)

None.

SCHEDULE 3

TRADEMARK FILINGS (OTHER)

None.

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