

03-27-2006



RECEIVED OPR

RE:

103207517

2006 MAR 24 PM 2:05

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents of the new address(es) below.

3-24-06

1. Name of conveying party(ies):
Russ Berrie U.S. Gift, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) **ASSIGNMENTS DIV**

Additional names, addresses, or citizenship attached? Yes No

Name: LaSalle Business Credit LLC
Internal
Address: _____
Street Address: 135 S. LaSalle Street
City: Chicago
State: Illinois
Country: USA Zip: 60603

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 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) 03/14/2006

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) _____
B. Trademark Registration No.(s) _____

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: Vaishali Udupa
Internal Address: _____
Street Address: 51 Lousiana 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: 97

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 2440.00

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 _____
Authorized User Name _____

9. Signature: *Vaishali Udupa* 3/24/06
Signature Date

03/27/2006 DBYRNE 00000004 76535128 Total number of pages including cover sheet, attachments, and document: 25
Name of Person Signing

01 FC:8521
02 FC:8522

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 4

Grantor	Country	Trademark	Trademark Application / Registration Number
Russ Berrie U.S. Gift, Inc.	UNITED STATES	APPAWS	App. No. 76/535,128
Russ Berrie U.S. Gift, Inc.	UNITED STATES	APPLAUSE	Reg. No. 1,223,558
Russ Berrie U.S. Gift, Inc.	UNITED STATES	APPLAUSE (Design)	Reg. No. 1,251,348
Russ Berrie U.S. Gift, Inc.	UNITED STATES	APPLAUSE (Design)	Reg. No. 1,190,130
Russ Berrie U.S. Gift, Inc.	UNITED STATES	BAXTER	Reg. No. 1,297,278
Russ Berrie U.S. Gift, Inc.	UNITED STATES	BEARS FROM THE PAST	Reg. No. 1,966,741
Russ Berrie U.S. Gift, Inc.	UNITED STATES	CELEBRATE AMERICA	Reg. No. 2,558,179
Russ Berrie U.S. Gift, Inc.	UNITED STATES	EVERYONE LOVES TO GET APPLAUSE	Reg. No. 1,230,618
Russ Berrie U.S. Gift, Inc.	UNITED STATES	GIRL POWRRR...	Reg. No. 2,635,742
Russ Berrie U.S. Gift, Inc.	UNITED STATES	HEARTCRAFT COLLECTION	Reg. No. 1,956,063
Russ Berrie U.S. Gift, Inc.	UNITED STATES	HOT STUFF	Reg. No. 1,333,415
Russ Berrie U.S. Gift, Inc.	UNITED STATES	LUV PETS	Reg. No. 2,482,505
Russ Berrie U.S. Gift, Inc.	UNITED STATES	MAKE SOMEONE HAPPY	Reg. No. 2,635,758
Russ Berrie U.S. Gift, Inc.	UNITED STATES	RUSS & Design	Reg. No. 2,891,296
Russ Berrie U.S. Gift, Inc.	UNITED STATES	RUSS HOME	App. No. 78/093,369
Russ Berrie U.S. Gift, Inc.	UNITED STATES	RUSSPLUS	Reg. No. 2,260,182
Russ Berrie U.S. Gift, Inc.	UNITED STATES	SKRIBBLES	Reg. No. 2,809,975
Russ Berrie U.S. Gift, Inc.	UNITED STATES	VINTAGE EDITION	Reg. No. 2,372,339
Russ Berrie U.S. Gift, Inc.	ARGENTINA	RUSS	Reg. No. 1.889.438 (Renewal of Reg. No. 1.400.503)
Russ Berrie U.S. Gift, Inc.	ARGENTINA	RUSS	Reg. No. 1.357.309
Russ Berrie U.S. Gift, Inc.	ARGENTINA	RUSS	Reg. No. 1.743.356 (Renewal of Reg. No. 1.339.312)
Russ Berrie U.S. Gift, Inc.	AUSTRALIA	APPLAUSE (Design)	Reg. No. A361197
Russ Berrie U.S. Gift, Inc.	AUSTRALIA	RUSS & DESIGN	Reg. No. A405,292
Russ Berrie U.S. Gift, Inc.	AUSTRALIA	RUSS & DEVICE	Reg. No. B444,252
Russ Berrie U.S. Gift, Inc.	AUSTRALIA	RUSS & DEVICE	Reg. No. B444,253
Russ Berrie U.S. Gift, Inc.	BENELUX	APPLAUSE	Reg. No. 730983
Russ Berrie U.S. Gift, Inc.	BENELUX	EVERYONE LOVES TO GET APPLAUSE	Reg. No. 730984

Grantor	Country	Trademark	Trademark Application / Registration Number
Russ Berrie U.S. Gift, Inc.	BENELUX	RUSS AND DESIGN	Reg. No. 383.060
Russ Berrie U.S. Gift, Inc.	BRAZIL	RUSS AND DESIGN	Reg. No. 816350752
Russ Berrie U.S. Gift, Inc.	CANADA	APPLAUSE	Reg. No. 304224
Russ Berrie U.S. Gift, Inc.	CANADA	APPLAUSE (Design)	Reg. No. 304223
Russ Berrie U.S. Gift, Inc.	CANADA	MAKE SOMEONE HAPPY	Reg. No. TMA592292
Russ Berrie U.S. Gift, Inc.	CANADA	RUSS & DESIGN	Reg. No. 301,773
Russ Berrie U.S. Gift, Inc.	CHILE	RUSS	Reg. No 278.116
Russ Berrie U.S. Gift, Inc.	CHILE	RUSS BERRIE	Reg. No 278.117
Russ Berrie U.S. Gift, Inc.	CHINA	RUSS	Reg. No 924294
Russ Berrie U.S. Gift, Inc.	CHINA	RUSS	Reg. No 905751
Russ Berrie U.S. Gift, Inc.	CHINA	RUSS & DEVICE	Reg. No 1092630
Russ Berrie U.S. Gift, Inc.	CHINA	RUSS & DEVICE	Reg. No 1082253
Russ Berrie U.S. Gift, Inc.	CHINA	RUSS & DEVICE	Reg. No 1070211
Russ Berrie U.S. Gift, Inc.	COLUMBIA	RUSS	Reg. No. 168902
Russ Berrie U.S. Gift, Inc.	COSTA RICA	RUSS & DESIGN	Reg. No. 70.692
Russ Berrie U.S. Gift, Inc.	EL SALVADOR	RUSS LOGO	180 BOOK 141
Russ Berrie U.S. Gift, Inc.	EL SALVADOR	RUSS PLUS	79 BOOK 53
Russ Berrie U.S. Gift, Inc.	EUROPEAN UNION	EVERYONE LOVES TO GET APPLAUSE	App. 004180717
Russ Berrie U.S. Gift, Inc.	FRANCE	APPLAUSE	Reg. No. 3136799
Russ Berrie U.S. Gift, Inc.	FRANCE	RUSS AND DESIGN	Reg. No. 1,271,767
Russ Berrie U.S. Gift, Inc.	GERMANY	APPLAUSE	Reg. No. 1050030
Russ Berrie U.S. Gift, Inc.	GERMANY	APPLAUSE (Design)	Reg. No. 1075372
Russ Berrie U.S. Gift, Inc.	GERMANY	EVERYONE LOVES TO GET APPLAUSE	Reg. No. 2039483
Russ Berrie U.S. Gift, Inc.	GERMANY	RUSS AND DESIGN	Reg. No. 1,075,676
Russ Berrie U.S. Gift, Inc.	HONG KONG	RUSS	Reg. No. B1635
Russ Berrie U.S. Gift, Inc.	ISRAEL	RUSS	Reg. No. 58748
Russ Berrie U.S. Gift, Inc.	ITALY	RUSS (LABEL)	Reg. No, 686759
Russ Berrie U.S. Gift, Inc.	JAPAN	RUSS & DESIGN	Reg. No. 4774675
Russ Berrie U.S. Gift, Inc.	KOREA	RUSS and Design	Reg. No. 114480
Russ Berrie U.S. Gift, Inc.	MALAYSIA	RUSS DESIGN	Reg. No. 86/05514(B)
Russ Berrie U.S. Gift, Inc.	MEXICO	APPLAUSE (Design)	App. No. 694945
Russ Berrie U.S. Gift, Inc.	MEXICO	EVERYONE LOVES TO GET APPLAUSE	App. No. 694946
Russ Berrie U.S. Gift, Inc.	MEXICO	RUSS and Design	Reg. No. 377590
Russ Berrie U.S. Gift, Inc.	MEXICO	RUSS and Design	Reg. No. 393700
Russ Berrie U.S. Gift, Inc.	MEXICO	RUSS AND DESIGN	Reg. No. 382026
Russ Berrie U.S. Gift, Inc.	NEW ZEALAND	RUSS AND DEVICE	Reg. No. 164554

Grantor	Country	Trademark	Trademark Application / Registration Number
Russ Berrie U.S. Gift, Inc.	PANAMA	RUSS	Reg. No. 36349
Russ Berrie U.S. Gift, Inc.	PERU	RUSS AND DESIGN	Reg. No. 80444
Russ Berrie U.S. Gift, Inc.	PHILIPPINES	RUSS AND BUTTERFLY DESIGN	Reg. No. 49670 (1,196,194-USA)
Russ Berrie U.S. Gift, Inc.	PHILIPPINES	RUSS AND BUTTERFLY DESIGN	Reg. No. 67666
Russ Berrie U.S. Gift, Inc.	POLAND	RUSS	App. No. Z-200594
Russ Berrie U.S. Gift, Inc.	PUERTO RICO	RUSS AND DESIGN	Reg. No. 25,984
Russ Berrie U.S. Gift, Inc.	RUSSIA	RUSS AND DEVICE	Reg. No. 272706
Russ Berrie U.S. Gift, Inc.	RUSSIA	RUSS and Device	Reg. No. 290097
Russ Berrie U.S. Gift, Inc.	SINGAPORE	RUSS AND DESIGN	Reg. No. T86/04251H (FORMERLY 4251/86)
Russ Berrie U.S. Gift, Inc.	SINGAPORE	RUSS AND DESIGN	Reg. No. T86/022471 (FORMERLY 2247/86)
Russ Berrie U.S. Gift, Inc.	SOUTH AFRICA	RUSS (SPECIAL FORM)	Reg. No. B82/2552
Russ Berrie U.S. Gift, Inc.	SWITZERLAND	RUSS AND DESIGN	Reg. No. 332925
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS	Reg. No. 255821
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS	Reg. No. 255887
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS	Reg. No. 259886
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS	Reg. No. 266296
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS	Reg. No. 267160
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS	Reg. No. 269334
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS	Reg. No. 273776
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS AND DEVICE	Reg. No. 255820
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS AND DEVICE	Reg. No. 255886
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS AND DEVICE	Reg. No. 259885
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS AND DEVICE	Reg. No. 273775
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS AND DEVICE	Reg. No. 908088
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS AND DEVICE	Reg. No. 901998
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS AND DEVICE	Reg. No. 917138
Russ Berrie U.S. Gift, Inc.	THAILAND	RUSS and Design	Reg. No. 111322
Russ Berrie U.S. Gift, Inc.	UNITED KINGDOM	APPLAUSE (Design)	Reg. No. 1155354
Russ Berrie U.S. Gift, Inc.	UNITED KINGDOM	RUSS AND DEVICE	Reg. No. 1298343
Russ Berrie U.S. Gift, Inc.	UNITED KINGDOM	RUSS AND DEVICE	Reg. No. 1302734
Russ Berrie U.S. Gift, Inc.	UNITED KINGDOM	RUSS AND DEVICE	Reg. No. 1302735
Russ Berrie U.S. Gift, Inc.	UNITED KINGDOM	RUSS AND DEVICE	Reg. No. 1302736
Russ Berrie U.S. Gift, Inc.	URUGUAY	RUSS AND DESIGN	Reg. No. 215.261
Russ Berrie U.S. Gift, Inc.	VENEZUELA	RUSS	Reg. No. 114623-F

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of March 14, 2006, by RUSS BERRIE U.S. GIFT, INC., a Delaware corporation (the "Grantor"), in favor of LASALLE BUSINESS CREDIT, LLC, as administrative agent (in such capacity, the "Administrative Agent") for the Lenders.

RECITALS

A. The Grantor and/or certain of its affiliates 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 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, Grantor and/or certain of its affiliates.

B. The Grantor and/or certain of its affiliates 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 are secured.

C. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver this Agreement to the Administrative Agent, for the benefit of the Lenders.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor 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 Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's 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 Grantor 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 Grantor 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 s hereby acknowledge and affirms 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]

The Grantor 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 U.S. GIFT, INC., a Delaware corporation

By:  _____

Name: John Wille

Title: Vice President and Chief Financial Officer

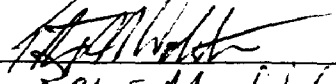
PATENT AND TRADEMARK SECURITY AGREEMENT

CHI-1521900

TRADEMARK
REEL: 003326 FRAME: 0487

Acknowledged:

LASALLE BUSINESS CREDIT, LLC,
as Administrative Agent

By: 
Name: Peter M. Wobbes
Title: Vice President

PATENT AND TRADEMARK SECURITY AGREEMENT

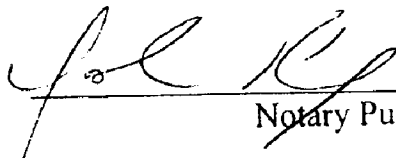
CHI-1521900

TRADEMARK
REEL: 003326 FRAME: 0488

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On this 14th day of March, 2006, 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 Russ Berrie U.S. Gift, Inc. 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.

JOHANNE R. RÉMY
Notary Public, State of New York
No. 01RES079674
Qualified in Queens County
Commission Expires June 09, 2007



Notary Public

PATENT AND TRADEMARK SECURITY AGREEMENT

CHI-1521900

TRADEMARK
REEL: 003326 FRAME: 0489

SCHEDULE 1

to

PATENT AND TRADEMARK SECURITY AGREEMENT**Trademarks and Trademark Applications**

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

PATENT AND TRADEMARK SECURITY AGREEMENT

#2720478 (114647.054)

**TRADEMARK
REEL: 003326 FRAME: 0490**

Grantor	Country	Trademark	Trademark Application/Registration Number
Russ Berrie U.S. Gift, Inc.	UNITED STATES	LUV PETS	Reg. No. 2,482,505
Russ Berrie U.S. Gift, Inc.	UNITED STATES	MAKE SOMEONE HAPPY	Reg. No. 2,635,758
Russ Berrie U.S. Gift, Inc.	UNITED STATES	RUSS & Design	Reg. No. 2,891,296
Russ Berrie U.S. Gift, Inc.	UNITED STATES	RUSS HOME	App. No. 78/093,369
Russ Berrie U.S. Gift, Inc.	UNITED STATES	RUSSPLUS	Reg. No. 2,260,182
Russ Berrie U.S. Gift, Inc.	UNITED STATES	SKRIBBLES	Reg. No. 2,809,975
Russ Berrie U.S. Gift, Inc.	UNITED STATES	VINTAGE EDITION	Reg. No. 2,372,339
Russ Berrie U.S. Gift, Inc.	ARGENTINA	RUSS	Reg. No. 1.889.438 (Renewal of Reg. No. 1.400.503)
Russ Berrie U.S. Gift, Inc.	ARGENTINA	RUSS	Reg. No. 1.357.309
Russ Berrie U.S. Gift, Inc.	ARGENTINA	RUSS	Reg. No. 1.743.356 (Renewal of Reg. No. 1.339.312)
Russ Berrie U.S. Gift, Inc.	AUSTRALIA	APPLAUSE (Design)	Reg. No. Reg. No. A361197
Russ Berrie U.S. Gift, Inc.	AUSTRALIA	RUSS & Design	Reg. No. A405,292

PATENT AND TRADEMARK SECURITY AGREEMENT

#2720478 (114647.054)

TRADEMARK
REEL: 003326 FRAME: 0491

Grantor	Country	Trademark	Trademark Application/Registration Number
Russ Berrie U.S. Gift, Inc.	AUSTRALIA	RUSS & Device	Reg. No. B444,252
Russ Berrie U.S. Gift, Inc.	AUSTRALIA	RUSS & Device	Reg. No. B444,253
Russ Berrie U.S. Gift, Inc.	BENELUX	APPLAUSE	Reg. No. 730983
Russ Berrie U.S. Gift, Inc.	BENELUX	EVERYONE LOVES TO GET APPLAUSE	Reg. No. 730984
Russ Berrie U.S. Gift, Inc.	BENELUX	RUSS and Design	Reg. No. 383.060
Russ Berrie U.S. Gift, Inc.	BRAZIL	RUSS and Design	Reg. No. 816350752
Russ Berrie U.S. Gift, Inc.	CANADA	APPLAUSE	Reg. No. 304224
Russ Berrie U.S. Gift, Inc.	CANADA	APPLAUSE (Design)	Reg. No. 304223
Russ Berrie U.S. Gift, Inc.	CANADA	MAKE SOMEONE HAPPY	Reg. No. TMA592292
Russ Berrie U.S. Gift, Inc.	CANADA	RUSS & Design	Reg. No 301,773
Russ Berrie U.S. Gift, Inc.	CHILE	RUSS	Reg. No 278.116
Russ Berrie U.S. Gift, Inc.	CHILE	RUSS BERRIE	Reg. No 278.117
Russ Berrie U.S. Gift, Inc.	CHINA	RUSS	Reg. No 924294
Russ Berrie U.S. Gift, Inc.	CHINA	RUSS	Reg. No 905751
Russ Berrie U.S. Gift, Inc.	CHINA	RUSS & Device	Reg. No 1092630
Russ Berrie U.S. Gift, Inc.	CHINA	RUSS & Device	Reg. No 1082253
Russ Berrie U.S. Gift, Inc.	CHINA	RUSS & Device	Reg. No 1070211

PATENT AND TRADEMARK SECURITY AGREEMENT

#2720478 (114647.054)

TRADEMARK
REEL: 003326 FRAME: 0492

Grantor	Country	Trademark	Trademark Application/Registration Number
Russ Berrie U.S. Gift, Inc.	COLUMBIA	RUSS	Reg. No 168902
Russ Berrie U.S. Gift, Inc.	COSTA RICA	RUSS & Design	Reg. No 70.692
Russ Berrie U.S. Gift, Inc.	EL SALVADOR	RUSS LOGO	180 BOOK 141
Russ Berrie U.S. Gift, Inc.	EL SALVADOR	RUSS PLUS	79 BOOK 53
Russ Berrie U.S. Gift, Inc.	EUROPEAN UNION	EVERYONE LOVES TO GET APPLAUSE	App. 004180717
Russ Berrie U.S. Gift, Inc.	FRANCE	APPLAUSE	Reg. No 3136799
Russ Berrie U.S. Gift, Inc.	FRANCE	RUSS and Design	Reg. No 1,271,767
Russ Berrie U.S. Gift, Inc.	GERMANY	APPLAUSE	Reg. No. 1050030
Russ Berrie U.S. Gift, Inc.	GERMANY	APPLAUSE (Design)	Reg. No. 1075372
Russ Berrie U.S. Gift, Inc.	GERMANY	EVERYONE LOVES TO GET APPLAUSE	Reg. No. 2039483
Russ Berrie U.S. Gift, Inc.	GERMANY	RUSS and Design	Reg. No 1,075,676
Russ Berrie U.S. Gift, Inc.	HONG KONG	RUSS	Reg. No B1635
Russ Berrie U.S. Gift, Inc.	ISRAEL	RUSS	Reg. No 58748
Russ Berrie U.S. Gift, Inc.	ITALY	RUSS (LABEL)	Reg. No 686759
Russ Berrie U.S. Gift, Inc.	JAPAN	RUSS & Design	Reg. No. 4774675

PATENT AND TRADEMARK SECURITY AGREEMENT

#2720478 (114647.054)

TRADEMARK
REEL: 003326 FRAME: 0493

Grantor	Country	Trademark	Trademark Application/Registration Number
Russ Berrie U.S. Gift, Inc.	KOREA	RUSS and Design	Reg. No 114480
Russ Berrie U.S. Gift, Inc.	MALAYSIA	RUSS Design	Reg. No 86/05514(B)
Russ Berrie U.S. Gift, Inc.	MEXICO	APPLAUSE (Design)	App. No. 694945
Russ Berrie U.S. Gift, Inc.	MEXICO	EVERYONE LOVES TO GET APPLAUSE	App. No. 694946
Russ Berrie U.S. Gift, Inc.	MEXICO	RUSS and Design	Reg. No 377590
Russ Berrie U.S. Gift, Inc.	MEXICO	RUSS and Design	Reg. No 393700
Russ Berrie U.S. Gift, Inc.	MEXICO	RUSS and Design	Reg. No 382026
Russ Berrie U.S. Gift, Inc.	NEW ZEALAND	RUSS and Device	Reg. No 164554
Russ Berrie U.S. Gift, Inc.	PANAMA	RUSS	Reg. No 36349
Russ Berrie U.S. Gift, Inc.	PERU	RUSS and Design	Reg. No 80444
Russ Berrie U.S. Gift, Inc.	PHILIPPINES	RUSS and Butterfly Design	Reg. No 49670 (1,196,194-USA)
Russ Berrie U.S. Gift, Inc.	PHILIPPINES	RUSS and Butterfly Design	Reg. No 67666
Russ Berrie U.S. Gift, Inc.	POLAND	RUSS	App. No. Z-200594

PATENT AND TRADEMARK SECURITY AGREEMENT

#2720478 (114647.054)

TRADEMARK
REEL: 003326 FRAME: 0494

Grantor	Country	Trademark	Trademark Application/Registration Number
Russ Berrie U.S. Gift, Inc.	PUERTO RICO	RUSS and Design	Reg. No 25,984
Russ Berrie U.S. Gift, Inc.	RUSSIA	RUSS and Device	Reg. No. 272706
Russ Berrie U.S. Gift, Inc.	RUSSIA	RUSS and Device	Reg. No. 290097
Russ Berrie U.S. Gift, Inc.	SINGAPORE	RUSS and Design	Reg. No T86/04251H (formerly 4251/86)
Russ Berrie U.S. Gift, Inc.	SINGAPORE	RUSS and Design	Reg. No T86/02247I (formerly 2247/86)
Russ Berrie U.S. Gift, Inc.	SOUTH AFRICA	RUSS (SPECIAL FORM)	Reg. No B82/2552
Russ Berrie U.S. Gift, Inc.	SWITZERLAND	RUSS and Design	Reg. No 332925
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS	Reg. No 255821
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS	Reg. No 255887
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS	Reg. No 259886
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS	Reg. No 266296
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS	Reg. No 267160

PATENT AND TRADEMARK SECURITY AGREEMENT

#2720478 (114647.054)

TRADEMARK
REEL: 003326 FRAME: 0495

Grantor	Country	Trademark	Trademark Application/Registration Number
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS	Reg. No 269334
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS	Reg. No 273776
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS and Device	Reg. No 255820
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS and Device	Reg. No 255886
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS and Device	Reg. No 259885
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS and Device	Reg. No 273775
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS and Device	Reg. No 908088
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS and Device	Reg. No 901998
Russ Berrie U.S. Gift, Inc.	TAIWAN	RUSS and Device	Reg. No 917138
Russ Berrie U.S. Gift, Inc.	THAILAND	RUSS and Design	Reg. No 111322
Russ Berrie U.S. Gift, Inc.	UNITED KINGDOM	APPLAUSE (Design)	Reg. No. 1155354
Russ Berrie U.S. Gift, Inc.	UNITED KINGDOM	RUSS and Device	Reg. No 1298343
Russ Berrie U.S. Gift, Inc.	UNITED KINGDOM	RUSS and Device	Reg. No 1302734
Russ Berrie U.S. Gift, Inc.	UNITED KINGDOM	RUSS and Device	Reg. No 1302735
Russ Berrie U.S. Gift, Inc.	UNITED KINGDOM	RUSS and Device	Reg. No 1302736
Russ Berrie U.S. Gift, Inc.	URUGUAY	RUSS and Design	Reg. No 215.261

PATENT AND TRADEMARK SECURITY AGREEMENT

#2720478 (114647.054)

TRADEMARK
REEL: 003326 FRAME: 0496

Grantor	Country	Trademark	Trademark Application/Registration Number
Russ Berrie U.S. Gift, Inc.	VENEZUELA	RUSS	Reg. No 114623-F

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), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
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), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
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), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
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., as amended as of September 28, 2005 (Angel Cheeks), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
5. Exclusive License Agreement dated November 29, 2001 by and between Gilda's Club Worldwide and Russ Berrie and Company, Inc. ("Sparkle" dog), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
6. 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, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
7. 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, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
8. 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, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
9. 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, as amended effective as of July 8, 2005, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.

PATENT AND TRADEMARK SECURITY AGREEMENT

#2720478 (114647.054)

TRADEMARK
REEL: 003326 FRAME: 0497

10.	License Agreement effective as of January 1, 2004 by and between Wolverine World Wide, Inc. and Russ Berrie and Company, Inc. (Hush Puppies), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
11.	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), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
12.	Exclusive License Agreement dated September 5, 2003 by and between Nancy Wiley and Russ Berrie and Company, Inc., as amended on June 4, 2004, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
13.	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), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
14.	Exclusive License Agreement dated as of August 16, 2004 by and between Abbi Brown Studio, Ltd. and Russ Berrie and Company, Inc. (Jan Pashley), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
15.	Exclusive License Agreement date as of November 19, 2003 by and between Sonja Picard and Russ Berrie and Company, Inc. (Ceramic novelty items), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
16.	Exclusive License Agreement dated as of January 15, 2004 by and between Jerry Berta and Russ Berrie and Company, Inc. (Diner Designs), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
17.	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"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
18.	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), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
19.	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), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
20.	"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), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
21.	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), to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.
22.	License Agreement dated as of October 18, 2004 by and between Sanrio, Inc. c/o Sanrio International Marketing and Russ Berrie and Company, Inc., as amended August 22, 2005 (as of February 1, 2005) and as of May 1, 2005, to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.

23. 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"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
24. Exclusive License Agreement dated December 12, 2003 by and between Rikey Austin and Russ Berrie and Company, Inc. (U.K. contract for "Nitwit"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
25. 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"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
26. 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), to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.
27. 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), to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.
28. 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), to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.
29. 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), to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.
30. 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) (expired but the parties continue to do business; amendment to Agreement in process), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
31. 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), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
32. 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), to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.
33. Distribution Agreement dated as of January 1, 2005 between Santoro Graphics Ltd. and Russ Berrie and Company, Inc. (Tutti Cuti), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
34. Agreement dated January 25, 2005 between Santoro Graphics Ltd. and Russ Berrie and Company, Inc. (Swing Cards), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.

PATENT AND TRADEMARK SECURITY AGREEMENT

#2720478 (114647.054)

TRADEMARK
REEL: 003326 FRAME: 0499

35. Short Form License Agreement dated as of December 1, 2004 between Classic Media, Inc. and Russ Berrie and Company, Inc. (Pat the Bunny)
36. 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), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
37. 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), to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.
38. License Agreement between Talula Rose, LLC and Russ Berrie and Company, Inc., effective as of June 1, 2005, amended as of September 19, 2005 (Valentine's Day collection), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
39. Merchandise and Trademark License Agreement between New England Confectionary Company and Russ Berrie and Company, Inc., effective as of November 17, 2005 (Necco Sweethearts), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
40. Digital Music Chip License Agreement between September Music Corp. and Russ Berrie and Company Inc., made as of September 1, 2005 ("The Chicken Dance"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
41. Make-A-Wish Foundation International License Agreement between Make-A-Wish Foundation International and Russ Berrie and Company, Inc., effective as of September 1, 2005, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
42. Merchandise and Trademark License Agreement between Make-A-Wish Foundation of America and Russ Berrie and Company, Inc., made as of August 31, 2005, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
43. Exclusive License Agreement between Hybeamz, LLC and Russ Berrie and Company, Inc. effective as of August 18, 2005, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
44. Merchandising License Agreement between EMI Feist Catalog Inc. and Russ Berrie and Company, Inc., effective as of January 1, 2005 ("Santa Claus is Comin' To Town"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
45. Merchandise Agreement between The Songwriters Guild of America o/b/o Haven Gillespie Music and Russ Berrie and Company, Inc., dated January 1, 2005 ("Santa Claus Is Coming To Town"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
46. Letter Agreement between Wrangler Apparel Corp. and Russ Berrie and Company, Inc., dated August 12, 2005 (partially executed), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
47. Music License Agreement between Peer International Corporation and Russ Berrie and Company, Inc., made as of October 3, 2005 ("You Are My Sunshine"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
48. Exclusive License Agreement between Watermark Publishing Limited and Russ Berrie and Company, Inc., effective as of October 21, 2005, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.

PATENT AND TRADEMARK SECURITY AGREEMENT

#2720478 (114647.054)

TRADEMARK
REEL: 003326 FRAME: 0501

SCHEDULE 2

to

PATENT AND TRADEMARK SECURITY AGREEMENT

Patents and Patent Applications

None.

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), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
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), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
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), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
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., as amended as of September 28, 2005 (Angel Cheeks), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
5. Exclusive License Agreement dated November 29, 2001 by and between Gilda's Club Worldwide and Russ Berrie and Company, Inc. ("Sparkle" dog), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
6. 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, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
7. 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, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
8. 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, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
9. 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, as amended effective as of July 8, 2005, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
10. License Agreement effective as of January 1, 2004 by and between Wolverine World Wide, Inc. and Russ Berrie and Company, Inc. (Hush Puppies), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.

PATENT AND TRADEMARK SECURITY AGREEMENT

#2720478 (114647.054)

TRADEMARK
REEL: 003326 FRAME: 0502

11. 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), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
12. Exclusive License Agreement dated September 5, 2003 by and between Nancy Wiley and Russ Berrie and Company, Inc., as amended on June 4, 2004, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
13. 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), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
14. Exclusive License Agreement dated as of August 16, 2004 by and between Abbi Brown Studio, Ltd. and Russ Berrie and Company, Inc. (Jan Pashley), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
15. Exclusive License Agreement date as of November 19, 2003 by and between Sonja Picard and Russ Berrie and Company, Inc. (Ceramic novelty items), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
16. Exclusive License Agreement dated as of January 15, 2004 by and between Jerry Berta and Russ Berrie and Company, Inc. (Diner Designs), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
17. 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"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
18. 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), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
19. 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), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
20. "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), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
21. 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), to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.
22. License Agreement dated as of October 18, 2004 by and between Sanrio, Inc. c/o Sanrio International Marketing and Russ Berrie and Company, Inc., as amended August 22, 2005 (as of February 1, 2005) and as of May 1, 2005, to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.
23. 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"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.

PATENT AND TRADEMARK SECURITY AGREEMENT

#2720478 (114647.054)

TRADEMARK
REEL: 003326 FRAME: 0503

24. Exclusive License Agreement dated December 12, 2003 by and between Rikey Austin and Russ Berrie and Company, Inc. (U.K. contract for "Nitwit"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
25. 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"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
26. 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), to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.
27. 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), to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.
28. 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), to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.
29. 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), to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.
30. 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) (expired but the parties continue to do business; amendment to Agreement in process), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
31. 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), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
32. Master Merchandising License Agreement dated April 19, 2005 between Universal Studios Licensing L.L.P. and Russ Berrie and Company, Inc. (The Little Engine That Could and Curious George), to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.
33. Distribution Agreement dated as of January 1, 2005 between Santoro Graphics Ltd. and Russ Berrie and Company, Inc. (Tutti Cuti), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
34. Agreement dated January 25, 2005 between Santoro Graphics Ltd. and Russ Berrie and Company, Inc. (Swing Cards), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
35. Short Form License Agreement dated as of December 1, 2004 between Classic Media, Inc. and Russ Berrie and Company, Inc. (Pat the Bunny)

PATENT AND TRADEMARK SECURITY AGREEMENT

#2720478 (114647.054)

TRADEMARK
REEL: 003326 FRAME: 0504

36. 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), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
37. 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), to be assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc. Consent of the Licensor required to assign the Agreement but has not been obtained.
38. License Agreement between Talula Rose, LLC and Russ Berrie and Company, Inc., effective as of June 1, 2005, amended as of September 19, 2005 (Valentine's Day collection), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
39. Merchandise and Trademark License Agreement between New England Confectionary Company and Russ Berrie and Company, Inc., effective as of November 17, 2005 (Necco Sweethearts), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
40. Digital Music Chip License Agreement between September Music Corp. and Russ Berrie and Company Inc., made as of September 1, 2005 ("The Chicken Dance"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
41. Make-A-Wish Foundation International License Agreement between Make-A-Wish Foundation International and Russ Berrie and Company, Inc., effective as of September 1, 2005, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
42. Merchandise and Trademark License Agreement between Make-A-Wish Foundation of America and Russ Berrie and Company, Inc., made as of August 31, 2005, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
43. Exclusive License Agreement between Hybeamz, LLC and Russ Berrie and Company, Inc. effective as of August 18, 2005. assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
44. Merchandising License Agreement between EMI Feist Catalog Inc. and Russ Berrie and Company, Inc., effective as of January 1, 2005 ("Santa Claus is Comin' To Town"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
45. Merchandise Agreement between The Songwriters Guild of America o/b/o Haven Gillespie Music and Russ Berrie and Company, Inc., dated January 1, 2005 ("Santa Claus Is Coming To Town"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
46. Letter Agreement between Wrangler Apparel Corp. and Russ Berrie and Company, Inc., dated August 12, 2005 (partially executed), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
47. Music License Agreement between Peer International Corporation and Russ Berrie and Company, Inc., made as of October 3, 2005 ("You Are My Sunshine"), assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.
48. Exclusive License Agreement between Watermark Publishing Limited and Russ Berrie and Company, Inc., effective as of October 21, 2005, assigned by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc.

PATENT AND TRADEMARK SECURITY AGREEMENT

#2720478 (114647.054)

RECORDED: 03/24/2006

**TRADEMARK
REEL: 003326 FRAME: 0505**