

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EGI Acquisition, LLC		02/20/2007	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Enesco, LLC		
Street Address:	225 Winsor Drive		
City:	Itasca		
State/Country:	ILLINOIS		
Postal Code:	60143		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2497748	CREATIONS	
Registration Number:	2071612	GREGG	
Registration Number:	2408794	FLUTTERBUGS	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-756-2552		
Email:	laurie.emmer@srz.com		
Correspondent Name:	Laurie Emmer, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	19th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	079295/0003		
NAME OF SUBMITTER:	Laurie Emmer, Esq. (079295.0003)		

CH \$90.00 2497748

Signature:

/kc for le/

Date:

04/12/2007

Total Attachments: 6

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Delaware

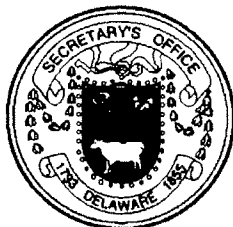
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "EGI ACQUISITION, LLC", CHANGING ITS NAME FROM "EGI ACQUISITION, LLC" TO "ENESCO, LLC", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF FEBRUARY, A.D. 2007, AT 5 O'CLOCK P.M.

4285048 8100

070193069



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5446865

DATE: 02-21-07

TRADEMARK
REEL: 003521 FRAME: 0498

**CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF FORMATION
EGI ACQUISITION, LLC**

*State of Delaware
Secretary of State
Division of Corporations
Delivered 05:26 PM 02/20/2007
FILED 05:00 PM 02/20/2007
SRV 070193069 - 4285048 FILE*

This Certificate of Amendment of the Certificate of Formation of EGI Acquisition, LLC (the "Company") is being duly executed and filed pursuant to section 18-202 of the Delaware Limited Liability Company Act.

FIRST: The name of the limited liability company is: EGI Acquisition, LLC.

SECOND: Paragraph 1 of the Certificate of Formation is hereby amended to change the name of the Company from " EGI Acquisition, LLC " to "Enesco, LLC" so that it shall henceforth read in its entirety as follows:

"1: The name of the limited liability company is Enesco, LLC."

IN WITNESS WHEREOF, the undersigned Managing Member of the Company has executed this Certificate of Amendment of the Certificate of Formation of the Company this 20th day of February, 2007.

EGI HOLDINGS, LLC

By: 
Name: Terence O'Toole
Title: Vice President

TRADEMARK ASSIGNMENT (Gregg Manufacturing, Inc.)

This **TRADEMARK ASSIGNMENT** (this "Trademark Assignment"), dated as of February A, 2007 (the "Effective Date"), by and between **GREGG MANUFACTURING, INC.**, a California corporation (the "Assignor"), and **EGI ACQUISITION, LLC**, a Delaware limited liability company (the "Assignee"). All capitalized terms used but not otherwise defined in this Trademark Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement (as hereinafter defined).

WHEREAS, pursuant to, and on the terms and subject to the conditions of, the Asset Purchase Agreement, dated as of January 21, 2007, by and among Assignor and other entities, as sellers, and Assignee, as purchaser (as amended, the "Purchase Agreement"), (i) Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in, to and under all of the Purchased Assets, including without limitation all of Assignor's Trademarks, including without limitation the trademarks, registrations and/or applications listed on Schedule A attached hereto (the "Assigned Trademarks"); and (ii) Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in, to and under all of the Assigned Trademarks; and

WHEREAS, pursuant to the Purchase Agreement, Assignor and Assignee entered into that certain Bill of Sale Agreement of even date herewith (the "Bill of Sale"), pursuant to which Assignor did sell, convey, transfer, assign and deliver to Assignee all of Assignor's right, title and interest in and to Assignor's Trademarks; and

WHEREAS, Assignee wishes by this Assignment to confirm its acquisition of all of Assignor's right, title and interest in and to the Assigned Trademarks, and Assignor wishes to confirm and assign same to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells and transfers unto Assignee, its successors and assigns, all of its right, title and interest throughout the world in perpetuity in and to the Assigned Trademarks and all common law rights and goodwill associated therewith, and the right to sue and recover for all past, present and future infringements and other violations of the Assigned Trademarks, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made. Assignor hereby covenants and agrees to provide any further necessary documentation and do all further acts reasonably requested by Assignee in this regard to confirm and perfect title in and to the Assigned Trademarks in Assignee, its successors, assigns or other legal representatives.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment as an instrument under seal as of the Effective Date.

ASSIGNOR: GREGG MANUFACTURING, INC.

By: *Charles Eugene Sanders*
Name: Charles Eugene Sanders
Title: Secretary & Treasurer

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ILLINOIS

ss.:

COUNTY OF COOK

On this 14 day of February, 2007, before me, the undersigned, personally appeared Charles Eugene Sanders, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Katrijn Bos
[NOTARY SEAL]



Trademark Assignment (Gregg Manufacturing, Inc.)

ASSIGNEE:

EGI ACQUISITION, LLC

By: 
Name: Seth Hendon
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 10th day of February, 2007, before me, the undersigned, personally appeared Seth Hendon, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



[NOTARY SEAL] **JEANETTE ARIOLA**
Notary Public, State of New York
No. 01A04788015
Qualified in Queens County
Certificate Filed in New York County
Commission Expires Dec. 31, 2008

SCHEDULE A

<u>Mark</u>	<u>Reg. No./App. No.</u>	<u>Country</u>
CREATIONS	2,497,748	United States
GREGG	2,071,612	United States
FLUTTERBUGS	2,408,794	United States