

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mud Productions, Inc.		09/27/2007	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Enesco, LLC		
Street Address:	225 Windsor Drive		
City:	Itasca		
State/Country:	ILLINOIS		
Postal Code:	60143		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2484162	OUR NAME IS MUD	
Serial Number:	78873503	HANDPAINTED FOR HUMANS	
CORRESPONDENCE DATA			
Fax Number:	(312)609-5005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3126097838		
Email:	podonoghue@vedderprice.com		
Correspondent Name:	Patricia O'Donoghue, Vedder Price		
Address Line 1:	222 North LaSalle Street, Suite 2500		
Address Line 2:	Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	39501000003		
NAME OF SUBMITTER:	Patricia O'Donoghue		
Signature:	/Patricia O'Donoghue/		

CH \$65.00 2484162

Date:

11/02/2007

Total Attachments: 4

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ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 27th day of September, 2007, by MUD PRODUCTIONS, INC., a New York corporation, with its principal place of business at 224 West 29th Street, 5th Floor, New York, New York 10001 ("Assignor"), to ENESCO, LLC, a Delaware limited liability company with its principal place of business at 225 Windsor Drive, Itasca, Illinois 60143 ("Assignee").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of September 27, 2007 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to the principles of conflicts of laws thereof.

(Signature Page to Assignment of Servicemarks and Trademarks)

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

MUD PRODUCTIONS, INC.

By: Lorraine Veasey
Name: Lorraine Veasey
Title: President

(Signature Page to Assignment of Servicemarks and Trademarks)

State of New York)
)ss:
County of New York)

On this 21st day of September, 2007, before me, _____, personally appeared Lorraine, Wasey of MUD PRODUCTIONS, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Kellie M Laroe
Notary Public



Trademark Schedule

Registered Servicemarks and Trademarks

Servicemark or Trademark	U.S. or Canadian Registration No.	Registration Date
Our Name Is Mud	2,484,162	September 4, 2001

Pending Servicemark or Trademark Applications

Servicemark or Trademark	Application Number	Application Date
Handpainted for Humans	78/873503	