

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Country Artist Limited		08/10/2007	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Enesco Limited
Street Address:	Brunthill Road
Internal Address:	Kingstown, Carlisle
City:	Cumbria
State/Country:	UNITED KINGDOM
Postal Code:	CA30EN
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2745031	A BREED APART

CORRESPONDENCE DATA

Fax Number: (312)201-2555
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3122012561
 Email: pedersen@wildman.com
 Correspondent Name: Sandra Scavo Pedersen
 Address Line 1: 225 West Wacker Dr.
 Address Line 2: Suite 2800
 Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	E1252.4 A BREED APART
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DOMESTIC REPRESENTATIVE

Name: Sandra Scavo Pedersen

CH \$40.00 2745031

Address Line 1: 225 West Wacker Dr.
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Sandra Scavo Pedersen
Signature:	/sandra scavo pedersen/
Date:	07/23/2008

Total Attachments: 12

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DEED OF ASSIGNMENT OF TRADE MARKS

COUNTRY ARTISTS LIMITED (in Administrative Receivership)

and

THE RECEIVERS

In favour of

ENESCO LIMITED

DUNDAS & WILSON CS LLP

Saltire Court
20 Castle Terrace
Edinburgh EH1 2EN

Tel 0131 228 8000
Fax 0131 228 8888
Legal Post: LP2 Edinburgh 6

**TRADEMARK
REEL: 003820 FRAME: 0660**

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THIS DEED is made on

10th August 2007

Among

1. **COUNTRY ARTISTS LIMITED** (in Administrative Receivership), a company incorporated under the Companies Acts (No. 01350860) and having its Registered Office at Country Artists House, Loxely Road, Wellesbourne, Warwick, Warwickshire CV35 9JY, (hereinafter called the **Assignor**) acting through its joint administrative receivers Allan Watson Graham and Mark Jeremy Orton both of KPMG LLP, 2 Cornwall Street, Birmingham, B3 2DL appointed pursuant to a debenture dated 15 October 1991 and made between Lloyds Bank Plc and the Assignor (hereinafter called the **Receivers**);

and

2. **ENESCO LIMITED**, a company incorporated under the Companies Acts (No. 02137296) and having its registered office at Brunthill Road, Kingstown, Carlisle, Cumbria CA3 0EN (hereinafter called the **Assignee**);

and

3. **THE RECEIVERS** in their capacity as joint administrative receivers of the Assignor.

WHEREAS:

- (a) The Assignor is the registered owner of the Trade Marks (as hereinafter defined); and
- (b) The Assignor has entered into, or is about to enter into, a business transfer agreement with the Assignee and has agreed to assign and the Assignee has agreed to accept an assignment of the Trade Marks (as hereinafter defined) on the terms and conditions as set out in this Deed.

IT IS HEREBY AGREED as follows:

1. **INTERPRETATION**

In this Deed:-

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1.1 The following words and expressions shall have the following meanings unless the context otherwise requires:-

Assignment	means the date of this Deed;
Date	
Business Day	means any normal working day Monday to Friday (inclusive) excluding public holidays
Deed	means this deed of assignment including the Schedule;
Schedule	means the schedule which is annexed hereto and which forms part of this Deed.
Trade Marks	means the registered Trade Marks and trade mark applications, brief particulars of which are set out in the Schedule;

1.2 References to any of the parties hereto shall include their respective successors in title and permitted assigns.

1.3 The provisions of the Interpretation Act 1978 with respect to interpretation and construction shall apply *mutatis mutandis*.

1.4 Headings are for convenience only and shall not be construed as forming part of this Deed or be taken into account in the interpretation hereof.

1.5 References to recitals, clauses, sub-clauses and the Schedule shall be construed as references to the relevant recitals, clauses, sub-clauses of, and the Schedule to, this Deed unless the context otherwise requires.

1.6 References to any section of, or part of, or schedule to, any Act of Parliament shall include any re-enactment or modification thereof provided that the provisions of this sub-clause shall in no circumstances extend any liability beyond that which would exist as at the date hereof in respect of any existing Act of Parliament.

1.7 This Deed may be executed on any number of counterparts by the different parties or separate counterparts, each of which when executed and delivered shall constitute an original but all of which shall together constitute one and the same instrument.

2. ASSIGNMENT

- 2.1 The Assignor hereby assigns to the Assignee with effect from the Assignment Date such right, title and interest as the Assignor may have in the Trade Marks which may include:
- 2.1.1 its whole right, title and interest, past present and future, in and to the Trade Marks;
 - 2.1.2 all its rights and powers arising or accrued from the Trade Marks including (without limitation) the right to bring proceedings against any third party in respect of the Trade Marks, including proceedings against any third party for infringement of the Trade Marks and/or for passing off;
 - 2.1.3 all its rights to apply for, prosecute and obtain trade mark or similar protection throughout the world in respect of the Trade Marks, including the right to claim priority therefrom so that the grant of any trade mark or similar protection shall be in the name of and vest in the Assignee; and
 - 2.1.4 all its common law rights and all the goodwill represented by, associated with and attaching to the Trade Marks.

3. FURTHER ASSURANCES

- 3.1 At the Assignee's reasonable request and at its sole expense (such request to be made within the shorter of three months of the date of this Deed or such period as the Receivers are appointed otherwise the obligations of the Assignor contained in this Clause 3 shall unconditionally lapse and be of no further force and effect) the Assignor shall, during such period, use its reasonable endeavours (such obligation not to include any monetary cost to the Assignor and/or the Receivers of whatsoever nature and howsoever arising) to execute all such deeds and documents and perform all such acts and things as the Assignee may from time to time reasonably require (but only to the extent that the Assignor is able or capable of so executing and/or performing, as the case may be) for the purposes of effecting:-
- 3.1.1 the registration of this Deed, where appropriate; and/or
 - 3.1.2 the vesting of such right, title and interest as the Assignor has in the Trade Marks in the Assignee together with the full benefit of this Deed.

4. EXCLUSION OF REPRESENTATIONS AND WARRANTIES

- 4.1 In accepting this Deed, the Assignee acknowledges and agrees that all representations, warranties and conditions, express or implied, statutory or otherwise (including, without limitation, warranties and representations as to right, title or interest) in respect of the Trade Marks are hereby expressly excluded.
- 4.2 Nothing in this Deed is to require the Assignor and/or the Receivers to discharge in whole or in part any liability of the Assignor outstanding at the time of the Receivers' appointment.

5. EXCLUSION OF LIABILITY

- 5.1 In accepting this Deed the Assignee acknowledges and confirms:-
- 5.1.1 that the Receivers contract solely as agents of the Assignor and shall incur no personal liability of whatsoever nature (whether directly or indirectly, express or implied) and howsoever arising including without prejudice to the foregoing generality, personal liability in respect of any action or actions of whatsoever nature and howsoever arising in pursuance of the Assignor's rights and/or obligations under this Deed and whether such claim is formulated in contract and/or tort or by reference to any other remedy or right, and in whatever jurisdiction or forum;
- 5.1.2 that no claim which may be or become competent to the Assignee arising directly or indirectly from this Deed (or under any deed or other document executed in consequence hereof or on or under any associated or collateral agreement or arrangement) will lie against the Receivers personally and the Receivers shall be entitled at any time to have any such deeds, documents or others amended to include an exclusion of personal liability in terms of this Clause 5; and
- 5.1.3 that any personal liability of the Receivers which would in terms of the Insolvency Act 1986 arise but for the provisions of this Clause 5 is hereby expressly excluded.
- 5.2 The Receivers have joined in as parties to this Deed solely for the purpose of obtaining the benefit of the provisions of this Clause 5 and any other provisions in this Deed in their favour.

- 5.3 Nothing in this Deed shall constitute a waiver of any right of the Receivers to be indemnified, or to exercise a lien, whether under the provisions of the Insolvency Act 1986 or otherwise howsoever.
- 5.4 For the purpose of this Clause 5, references to "the Receivers" where the context so permits shall mean and include their present and future firm or firms, partners and employees, and any legal entity or partnership using in its name the words "KPMG", and the partners, members, shareholders, officers and employees of any such entity or partnership.
- 5.5 Nothing in this Deed shall exclude or limit a party's liability for death or personal injury due to its negligence or any liability which is due to its fraud or any other liability which it is not permitted to exclude as a matter of law.

6. CONTINUING FORCE AND EFFECT

This Deed shall insofar as it remains to be performed after the date hereof continue in full force and effect.

7. NOTICE

7.1 All notices, requests, demands or other communications by the respective parties may be served by Recorded Delivery Post, personally or by fax to the parties' respective addresses hereinstated (in the case of the Assignor and the Receivers to the Receivers at their offices at KPMG LLP, Cornwall Street, Birmingham, B3 2DL) or to such other addresses as they may respectively from time to time notify to the other parties.

7.2 Any such notice, request, demand or communication shall:-

7.2.1 if delivered personally be deemed to have been received at the time of delivery or if delivery is not on a Business Day or is made outwith normal business hours on a Business Day, on the Business Day following such delivery;

7.2.2 if given by Recorded Delivery Post be deemed to have been received on the second Business Day occurring after the date of posting; and

7.2.3 if sent by fax be deemed to have been received on the date of transmission, or if said transmission is not on a Business Day or is made outwith normal business hours on a Business Day, on the Business Day following such

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transmission provided that an affirmative transmission report of such fax is obtained.

8. **COSTS AND EXPENSES**

Save as otherwise provided in this Deed, each party shall be responsible for its own costs and expenses of, in connection with or incidental to, this Deed.

9. **WAIVERS**

No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof or prejudice any other or further exercise by them of any of their rights or remedies hereunder.

10. **GOVERNING LAW**

This Deed shall be governed and construed in all respects in accordance with the Law of England.

11. **SUBMISSION TO JURISDICTION**

The parties hereto, insofar as not already subject thereto, hereby submit to the non-exclusive jurisdiction of the English Courts.

12. **THIRD PARTY RIGHTS**

A person who is not a party to this Deed is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 except where this Deed expressly provides that such a person is entitled to enforce any of its terms.

This is the Schedule referred to in the foregoing Deed of Assignment among Country Artists Limited (in Administration), the Receivers thereof and Enesco Limited

SCHEDULE

Trade Marks- Particulars

Trade Mark Registrations in the United States of America

Registration Number	Mark	Registration Date	Class	Status
78079915	A Breed Apart	29.07.2003	US 002, 013, 022, 025, 032, 050 (IC 020)	Registered
1799250	Country Artists	19.10.1993	US050, 021 (IC011, 020)	Registered

Trade Mark Applications in the United States of America

Registration Number	Mark	Filing Date	Class	Status
78910585	Speed Freaks	16.06.2006	US 002, 013, 022, 023, 025, 029, 030, 032, 033, 038, 040 and 050 (IC020, 021 and 028,)	Application

This Deed is executed by the parties and is delivered and takes effect on the date at the beginning of this Deed:

EXECUTED and DELIVERED as a DEED by ENESCO LIMITED acting by:


Director

Director/Secretary

EXECUTED and DELIVERED as a DEED for and on behalf of COUNTRY ARTISTS LIMITED (in Administrative Receivership)

by

one of the Receivers (without personal liability on the part of any of the Receivers) in the presence of this witness:-



[Signature] Witness

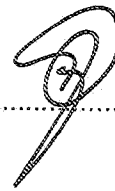
SAMUEL PETER HANCOCK Full Name

24 Melton Rd Address

King's Heath Birmingham

EXECUTED and DELIVERED as a DEED for and on behalf of the Receivers by

one of the Receivers (without personal liability on the part of any of the Receivers) in the presence of this witness:-



[Signature] Witness

Samuel Peter Hancock Full Name

24 Melton Rd King's Heath Address

Birmingham B14 7DA

This Deed is executed by the parties and is delivered and takes effect on the date at the beginning of this Deed:

EXECUTED and DELIVERED as a DEED by ENESCO LIMITED acting by:

Director *Charles Sand*

Director/Secretary *Anthony G. ...*

EXECUTED and DELIVERED as a DEED for and on behalf of COUNTRY ARTISTS LIMITED (in Administrative Receivership)

by one of the Receivers (without personal liability on the part of any of the Receivers) in the presence of this witness:-

..... Witness
..... Full Name
..... Address
.....

EXECUTED and DELIVERED as a DEED for and on behalf of the Receivers by

one of the Receivers (without personal liability on the part of any of the Receivers) in the presence of this witness:-

..... Witness
..... Full Name
..... Address