TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Russ Berrie U.S. Gift, Inc.		12/23/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	RB Trademark Holdco, LLC
Street Address:	111 Bauer Drive
City:	Oakland
State/Country:	NEW JERSEY
Postal Code:	07436
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1223558	APPLAUSE
Registration Number:	1251348	APPLAUSE
Registration Number:	1190130	
Registration Number:	1230618	EVERYONE LOVES TO GET APPLAUSE
Registration Number:	2891296	RUSS
Registration Number:	2260182	RUSSPLUS

CH $165.00 1223558

CORRESPONDENCE DATA

Fax Number: (202)682-3580

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2026823500

Email: jrynkiewicz@kayescholer.com

Correspondent Name: John P. Rynkiewicz

Address Line 1: 901 Fifteenth Street, NW

Address Line 2: Suite 700

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	06340-0001
NAME OF SUBMITTER:	John P. Rynkiewicz
Signature:	/john p rynkiewicz/
Date:	03/10/2009

Total Attachments: 11
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OMNIBUS ASSIGNMENT OF SPECIFIED INTELLECTUAL PROPERTY

THIS ASSIGNMENT is effective this 23rd day of December, 2008 ("Effective Date"), from Russ Berrie U.S. Gift, Inc., a Delaware corporation located at 111 Bauer Drive, Oakland, NJ 07436 ("Assignor") to RB Trademark Holdco, LLC, a Delaware limited liability company located at 111 Bauer Drive, Oakland, NJ 07436 ("Assignee").

WHEREAS, Assignor is the owner of certain intellectual property assets; and

WHEREAS, this Omnibus Assignment of Intellectual Property hereby assigns to Assignee all of the intellectual property assets set forth on Schedule A (the "Specified IP"); and Assignee is desirous of acquiring such Specified IP and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all of its right, title and interest, in and to the Specified IP, together with the goodwill associated therewith.

Immediately following and continuing after the execution of this Omnibus Assignment of Intellectual Property, Assignor shall provide to Assignee, at no expense to Assignor, whatever reasonable assistance is required in the preparation of all other assignment documents necessary to confirm and effect the assignment and transfer to Assignee of all of Assignor's right, title, and interest in and to the Specified IP, including all applications and registrations in all those countries as set forth in the annexed Schedules, and with all registrars of the net names and all related goodwill. Assignor and its subsidiaries, affiliates and successors thereto shall execute, and shall designate an authorized person (as applicable) who shall in the future, timely execute and deliver all such documents to Assignee. Until such time as all of the Assignments of Assignor's Specified IP in all countries as set forth in the annexed Schedule are

TRADEMARK
REEL: 003949 FRAME: 0667

duly recorded with the responsible government offices or, with respect to the net names, the transfer and assignment of the registrations of the net names are completed from Assignor to Assignee (the "Interim Period"), Assignor acknowledges and confirms that Assignee shall, in any event, be deemed hereunder and in accordance with the terms and conditions of this Omnibus Assignment of Intellectual Property, to be the owner of the Specified IP.

If it shall be necessary to record this Omnibus Assignment of Intellectual Property, or other confirmatory documentation during the Interim Period, or in the event that any Specified IP shall become due for any responses to official government actions, maintenance filings, renewal filings, or other recordations during the Interim Period, Assignor shall likewise cooperate with Assignee's requests and hereby consents and grants to Assignee the right to take whatever action is necessary, in Assignee's sole judgment, and at Assignee's sole expense, to respond to, maintain, renew, and enforce all registrations and other filings worldwide in connection therewith. All recordations and filings of Assignments of the Specified IP and other materials confirming ownership by Assignee shall be made at Assignee's expense.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Specified IP, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor and Assignee authorize and request the Commissioner of Patents and Trademarks of the United States, the Register of Copyrights of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue or maintain intellectual property assets, to issue or record the same to the said Assignee, its successors and assigns, in accordance with the terms of this assignment.

TRADEMARK
REEL: 003949 FRAME: 0668

Nothing in this Omnibus Assignment is intended to limit the grants made in the Assignment and Assumption Agreement between the parties of even date herewith.

TRADEMARK
REEL: 003949 FRAME: 0669

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

On this 23rd day of December, 2008, before me personally appeared Bruce G. Crain, to me known, who, being by me duly sworn, did depose and say that he/~~she~~ resides at 185 E. 85th Street, 28L NY, NY 10028, and that he/~~she~~ is the President of RB Trademark Holdco, LLC, a limited liability company organized under the laws of the State of Delaware, described in and who executed the foregoing instrument with full authority, and that he/she signed his/her name thereto pursuant to such authority.

/s/ Stanley Tobias
Notary Public

STANLEY TOBIAS
Notary Public, State of New York
No. 41-4976753
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires January 22, 2011

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

On this 23rd day of December, 2008, before me personally appeared Bruce G. Crain, to me known, who, being by me duly sworn, did depose and say that he/~~she~~ resides at 185 E. 85th Street, 28L NY, NY 10028, and that he/~~she~~ is the President of Russ Berrie U.S. Gift, Inc., a company organized under the laws of the State of Delaware, described in and who executed the foregoing instrument with full authority, and that he/she signed his/her name thereto pursuant to such authority.

/s/ Stanley Tobias
Notary Public

STANLEY TOBIAS
Notary Public, State of New York
No. 41-4976753
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires January 22, 2011

TRADEMARK
REEL: 003949 FRAME: 0670

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date first written above.

RUSS BERRIE U.S. GIFT, INC.

By _____
Name:
Title:

AGREED TO:

RB TRADEMARK HOLDCO, LLC

By _____
Name:
Title:

TRADEMARK
REEL: 003949 FRAME: 0671

Schedule A to Omnibus Assignment of Specified Intellectual Property

Russ Berrie U.S. Gift, Inc.[1]

Trademark	Country	Trademark Application/ Registration Number
APPLAUSE (block letters)	United States	Reg. No. 1,223,558
APPLAUSE (block letters)	Benelux	Reg. No. 730983
APPLAUSE (block letters)	Canada	Reg. No. TMA304,224
APPLAUSE	France	Reg. No. 3136799
APPLAUSE	Germany	Reg. No. 1,050,030
APPLAUSE & Hands Design	United States	Reg. No. 1,251,348
APPLAUSE & Hands Design	United States	Reg. No. 1,190,130
APPLAUSE & Hand Device	Australia	Reg. No. 361197
APPLAUSE & Hand Device	Canada	Reg. No. TMA304,223
APPLAUSE (Design)	Germany	Reg. No. 1,075,372
APPLAUSE & Hand Device	Mexico	Reg. No. 968460
APPLAUSE & Hand Device	United Kingdom	Reg. No. 1,155,354

[1] Certain of the trademark registrations and applications listed under Russ Berrie U.S. Gift, Inc. on this portion of the Schedule had been in the name of Russ Berrie and Company, Inc. The rights to same were conveyed by Russ Berrie and Company, Inc. to Russ Berrie U.S. Gift, Inc., a wholly-owned subsidiary of Russ Berrie and Company, Inc., in connection with the spin-off transaction completed on March 14, 2006. Russ Berrie and Company, Inc. executed documents at the closing assigning all of its right, title, and interest to these marks. Assignments have been filed with the United States Patent and Trademark Office ("PTO") but have not been addressed in foreign filing jurisdictions.

Trademark	Country	Trademark Application/ Registration Number
EVERYONE LOVES TO GET APPLAUSE	United States	Reg. No. 1,230,618
EVERYONE LOVES TO GET APPLAUSE	Benelux	Reg. No. 730984
EVERYONE LOVES TO GET APPLAUSE	European Union	App. 4180717
EVERYONE LOVES TO GET APPLAUSE	Germany	Reg. No. 2,039,483
EVERYONE LOVES TO GET APPLAUSE	Mexico	Reg. No. 968941
RUSS	Argentina	Reg. No. 1.889.438 (Renewal of Reg. No. 1400503)
RUSS	Argentina	Reg. No. 1357309
RUSS	Argentina	Reg. No. 1.743.356 (Renewal of Reg. No. 1339312)
RUSS	Chile	Reg. No. 681369
RUSS	China	Reg. No. 924294
RUSS	China	Reg. No. 905751
RUSS	Columbia	Reg. No. 168902
RUSS	Hong Kong	Reg. No. 1987B1635
RUSS	Israel	Reg. No. 58748
RUSS	Panama	Reg. No. 36349
RUSS	Paraguay	Reg. No. 225484

Trademark	Country	Trademark Application/ Registration Number
RUSS	Poland	App. No. Z200594
RUSS	South Africa	Reg. No. B84/2503
RUSS	Taiwan	Reg. No. 255821
RUSS	Taiwan	Reg. No. 255887
RUSS	Taiwan	Reg. No. 259886
RUSS	Taiwan	Reg. No. 266296
RUSS	Taiwan	Reg. No. 267160
RUSS	Taiwan	Reg. No. 269334
RUSS	Taiwan	Reg. No. 273776
RUSS	Venezuela	Reg. No. 114623-F
RUSS and Butterfly Design	Philippines	Reg. No. 49670
RUSS and Design	Switzerland	Reg. No. 332925
RUSS and Design	Brazil	Reg. No. 816350752
RUSS and Design	Korea	Reg. No. 114480
RUSS and Design	Korea	Reg. No. 36208
RUSS and Design	Mexico	Reg. No. 377590
RUSS and Device	Taiwan	Reg. No. 255820
RUSS Design	Malaysia	Reg. No. 86005514

Trademark	Country	Trademark Application/ Registration Number
RUSS & Design	Japan	Reg. No. 4774675
RUSS & Device	China	Reg. No. 1092630
RUSS & Device	China	Reg. No. 1070211
RUSS & Design	United States	Reg. No. 2,891,296
RUSS & Design	Australia	Reg. No. 405292
RUSS & Design	Canada	Reg. No. 301773
RUSS & Device	Australia	Reg. No. 444252
RUSS & Device	Australia	Reg. No. 444253
RUSS & Device	China	Reg. No. 1082253
RUSS (LABEL)	Italy	Reg. No. 686759
RUSS (SPECIAL FORM)	South Africa	Reg. No. B82/2552
RUSS and Design	Peru	Reg. No. 80444
RUSS and Design	Puerto Rico	Reg. No. 25984
RUSS and Design	Singapore	Reg. No. T8604251
RUSS and Design	Singapore	Reg. No. T8602247
RUSS and Device	Russia	Reg. No. 272706
RUSS and Design	France	Reg. No. 1271767

Trademark	Country	Trademark Application/ Registration Number
RUSS and Design	Germany	Reg. No. 1075676
RUSS and Design	Mexico	Reg. No. 393700
RUSS and Design	Mexico	Reg. No. 382026
RUSS and Device	New Zealand	Reg. No. 164554
RUSS and Device	Russia	Reg. No. 290097
RUSS and Device	Taiwan	Reg. No. 255886
RUSS and Device	Taiwan	Reg. No. 259885
RUSS and Device	Taiwan	Reg. No. 273775
RUSS and Device	Taiwan	Reg. No. 908088
RUSS and Device	Taiwan	Reg. No. 901998
RUSS and Device	Taiwan	Reg. No. 917138
RUSS and Device	United Kingdom	Reg. No. 1298343
RUSS and Device	United Kingdom	Reg. No. 1302734 merged under Reg. No. 1302736
RUSS and Device	United Kingdom	Reg. No. 1302735 merged under Reg. No. 1302736
RUSS and Device	United Kingdom	Reg. No. 1302736
RUSS and Logo	Indonesia	App. No. D00.2008.031745
RUSS BERRIE	Chile	Reg. No. 681370
RUSS LOGO	El Salvador	180 BOOK 141
RUSS PLUS	El Salvador	79 BOOK 53

Trademark	Country	Trademark Application/ Registration Number
RUSSPLUS	United States	Reg. No. 2,260,182