

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Enesco Limited		06/28/2012	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn, Floor 22
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1319419	BORDER FINE ARTS
Registration Number:	1799250	COUNTRY ARTISTS
Registration Number:	2405197	LILLIPUT LANE
Registration Number:	2405198	LILLIPUT LANE
Registration Number:	3538905	SPEED FREAKS

CORRESPONDENCE DATA

Fax Number: 4155911400
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 415-591-1000
 Email: trademarksSF@winston.com
 Correspondent Name: Winston & Strawn LLP - Becky L. Troutman
 Address Line 1: 101 California Street
 Address Line 2: Suite 3900
 Address Line 4: San Francisco, CALIFORNIA 94111

CH \$140.00 1319419

ATTORNEY DOCKET NUMBER:	018103.00432
NAME OF SUBMITTER:	Becky L. Troutman
Signature:	/Becky L. Troutman/
Date:	07/06/2012
Total Attachments: 6 source=Enesco Limited-JPMCB-IP Agreement#page1.tif source=Enesco Limited-JPMCB-IP Agreement#page2.tif source=Enesco Limited-JPMCB-IP Agreement#page3.tif source=Enesco Limited-JPMCB-IP Agreement#page4.tif source=Enesco Limited-JPMCB-IP Agreement#page5.tif source=Enesco Limited-JPMCB-IP Agreement#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property Security Agreement (this "Agreement") dated as of June ~~27~~, 2012 by and between Enesco Limited, a corporation formed under the laws of England and Wales (the "Grantor" / each, a "Grantor"), having its chief executive office at 225 Windsor Drive, Itasca, Illinois, 60143, and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent"), with offices at 10 South Dearborn, Floor 22, Chicago, Illinois, 60603.

This Agreement is executed pursuant to the terms of (a) the Credit Agreement dated as of June ~~28~~, 2012 (as amended or modified from time to time, the "Credit Agreement") among the Grantor[s], the other Loan Parties party thereto, the Administrative Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Administrative Agent, J.P. Morgan Europe Limited, as U.K. Administrative Agent and U.K. Collateral Agent, and the other Lenders party thereto and (b) the Pledge and Security Agreement dated as of June ~~28~~, 2012 (as amended or modified from time to time, the "Pledge and Security Agreement") executed by the Grantor[s] and the other U.S. Loan Parties party thereto in favor of the Administrative Agent, for the ratable benefit of itself and the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Pledge and Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby confirms the grant pursuant to the Pledge and Security Agreement, to the Administrative Agent, for the ratable benefit of itself and the Secured Parties, of a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Patents, Copyrights, and Trademarks and all of the goodwill of the business symbolized by each Trademark of the Grantor, including, without limitation, each Material Patent, Material Copyright, and Material Trademark listed on Schedule A, Schedule B or Schedule C, respectively;

(ii) all income, royalties, and damages hereafter due or payable with respect to any Patent, Copyright, and Trademark, including, without limitation, each Material Trademark listed on Schedule C; and

(iii) all claims by the Grantor against third parties for (a) income, royalties, and damages hereafter due or payable with respect to any Trademark, or (b) past, present or future infringement of any Patent, Copyright or Trademark.

The rights and remedies of the Administrative Agent with respect to the security interest described herein are set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.


ENESCO LIMITED, a corporation formed
under the laws of England and Wales, as
Grantor

By: *Theodore J. Eischeid*
Name: Theodore J. Eischeid
Title: Director

[Signature Page to Intellectual Property Security Agreement]

Agreed and Accepted as of the 29th day of
June, 2012.

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 

Name: Lynne Ciaccia

Title: Authorized Officer

[Signature Page to Intellectual Property Security Agreement]

CHICAGO/#2338351

TRADEMARK
REEL: 004815 FRAME: 0562

Schedule A
to
Intellectual Property Security Agreement

MATERIAL PATENTS

NONE

Schedule B
to
Intellectual Property Security Agreement


MATERIAL COPYRIGHTS

NONE

Schedule C
to
Intellectual Property Security Agreement

MATERIAL TRADEMARKS

U.S. Trademarks

NAME OF GRANTOR	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
Enesco Limited	BORDER FINE ARTS	1,319,419	02/12/1985
Enesco Limited	COUNTRY ARTISTS	1,799,250	10/19/1993
Enesco Limited	LILLIPUT LANE	2,405,197	11/21/2000
Enesco Limited		2,405,198	11/21/2000
Enesco Limited	SPEED FREAKS	3,538,905	11/25/2008
Enesco Limited	BORDER FINE ARTS	1,319,419	02/12/1985

Canadian Trademarks

NAME OF GRANTOR	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
Enesco Limited	PAWPRINTS	TMA496074	06/16/1998