

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM313414

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enesco Limited		05/28/2014	COMPANY: ENGLAND
RECEIVING PARTY DATA			
Name:	Terry Ross		
Street Address:	127 Marlow Road, Anerley		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SE207XN		
Entity Type:	INDIVIDUAL: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3538905	SPEED FREAKS	
CORRESPONDENCE DATA			
Fax Number:	2126843999		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2126843900		
Email:	efiling@grr.com		
Correspondent Name:	GOTTLIEB RACKMAN & REISMAN P.C.		
Address Line 1:	270 Madison Avenue, 8th floor		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	5738/001		
NAME OF SUBMITTER:	Marc P. Misthal		
SIGNATURE:	/Marc P. Misthal/		
DATE SIGNED:	08/08/2014		
Total Attachments: 5			
source=Speed Freaks - Trademark Assignment (fully executed)#page1.tif			
source=Speed Freaks - Trademark Assignment (fully executed)#page2.tif			
source=Speed Freaks - Trademark Assignment (fully executed)#page3.tif			
source=Speed Freaks - Trademark Assignment (fully executed)#page4.tif			
source=Speed Freaks - Trademark Assignment (fully executed)#page5.tif			

OP \$40.00 3538905

TRADEMARK ASSIGNMENT

between

TERRY ROSS

and

ENESCO LIMITED

Dated: May 28, 2014

THIS TRADEMARK ASSIGNMENT is made on May 28, 2014

BETWEEN:

ENESCO LIMITED, a company incorporated under the laws of England
("Assignor");

and

TERRY ROSS, an individual with an address of 127 Marlow Road, Anerley, London SE20
7XN United Kingdom ("Assignee").

WHEREAS:

- (A) The Assignor is the owner of the registered trademark listed in Schedule 1 (the "Trademark").
- (B) In connection with the termination of the License Agreement dated 22 August 2006 between the Assignor and the Assignee (the "License Agreement"), the Assignor has agreed to assign all its rights in and to the Trademarks to the Assignee on the terms set out below.

THEREFORE IT IS AGREED AS FOLLOWS

1. ASSIGNMENT

- 1.1 Pursuant to good and valid consideration (receipt of which is acknowledged by the Assignor) the Assignor hereby assigns to the Assignee the Trademark and all and any rights in and to the Trademark, including any common law rights and the goodwill attaching to the Trademark.

2. PROCEEDINGS

- 2.1 This assignment shall include the right for the Assignee to bring proceedings against any third party in respect of the Trademark (including proceedings against any third party for infringement of the Trademark or for passing off or for otherwise infringing the rights of the Assignor in the Trademark).

3. FURTHER ASSURANCE; NO REPRESENTATIONS; WAIVER AND RELEASE

- 3.1 The Assignor covenants that, at the cost and request of the Assignee from time to time, it shall execute such agreements or documents and do such acts or things as may be reasonably necessary to give effect to this assignment. Assignor is assigning the Trademark to Assignee "as is," with no representations or warranties of any type, and Assignee hereby consents to such "as is" transfer and releases and waives any and all claims against Assignor in connection with the Trademark. Notwithstanding the foregoing, Assignor represents that it is not aware of any proceeding by a third party to disallow, oppose or challenge Assignor's ownership of the Trademark.

TRADEMARK

REEL: 005339 FRAME: 0901

4. COUNTERPARTS

4.1 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, but all the counterparts shall together constitute one and the same agreement. This Agreement shall not take effect until it has been executed by all the parties.

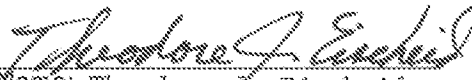
5. GOVERNING LAW AND JURISDICTION

5.1 This Agreement (and any dispute or claim relating to it, its enforceability or its termination) is to be governed by and construed in accordance with the laws of the State of Illinois, and United States federal trademark law. The Parties irrevocably agree that the courts of the State of Illinois, USA shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement.

This agreement has been entered into on the date stated at the beginning of it.

IN WITNESS WHEREOF, the Assignor has caused the execution of this Assignment as of the 9th day of June 2014.

ENESCO LIMITED

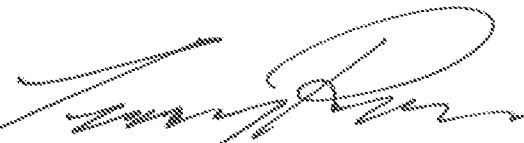

Name: Theodore J. Eischeid
Title: Director

TO WIT:

On this 9th day of June, 2014, before me appeared Theodore J. Eischeid, being duly authorized, who signed this Assignment on behalf of Enesco Limited.


NOTARY PUBLIC
My Commission Expires: May 4, 2018

IN WITNESS WHEREOF, the Assignee has caused the execution of this Assignment as of the 2nd day of June 2014.


Name: Terry Ross

SCHEDULE 1

TRADEMARK

See attached.

TRADEMARK

REEL: 005339 FRAME: 0903

Int. Cls.: 20 and 21

Prior U.S. Cls.: 2, 13, 22, 23, 25, 29, 30, 32, 33, 40, and 50

United States Patent and Trademark Office

Reg. No. 3,538,905

Registered Nov. 25, 2008

TRADEMARK
PRINCIPAL REGISTER

SPEED FREAKS

ENESCO LIMITED (UNITED KINGDOM CORPORATION)

BRUNTHILL ROAD

KINGSTOWN, CARLISLE

CUMBRIA, UNITED KINGDOM CA30EN

FOR: STATUES AND FIGURINES OF PLASTER AND/OR PLASTIC, IN CLASS 20 (U.S. CLS. 2, 13, 22, 25, 32 AND 50).

FIRST USE 1-31-2008; IN COMMERCE 1-31-2008.

FOR: CERAMIC STATUETTES AND FIGURINES, IN CLASS 21 (U.S. CLS. 2, 13, 23, 29, 30, 33, 40 AND 50).

FIRST USE 1-31-2008; IN COMMERCE 1-31-2008.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SN 78-910,585, FILED 6-16-2006.

WENDY GOODMAN, EXAMINING ATTORNEY