

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361591

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Amended and Restated Intellectual Property Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enesco, LLC		11/06/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn		
Internal Address:	Floor 22		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Registration Number:	2491303	56	
Registration Number:	2488659	56	
Registration Number:	3837065	A BREED APART	
Registration Number:	2479541	BABY GUND	
Registration Number:	1743975	BABYGUND	
Registration Number:	1846853	CHERISHED TEDDIES	
Registration Number:	1846683	CHERISHED TEDDIES	
Registration Number:	1756896	CHERISHED TEDDIES	
Registration Number:	2395261	CHERISHED TEDDIES	
Registration Number:	1685357	CHRISTMAS IN THE CITY	
Registration Number:	3892518	CIRCLE OF LOVE	
Registration Number:	2750085	COMFY COZY	
Registration Number:	2094027	DEPARTMENT 56	
Registration Number:	2912803	DEPARTMENT 56	
Registration Number:	1911439	DICKENS' VILLAGE SERIES	
Registration Number:	3858410	E	
Registration Number:	1333278	ENESCO	
Registration Number:	1335414	ENESCO	
TRADEMARK			

CH \$1090.00 2491303

Property Type	Number	Word Mark
Registration Number:	1336916	ENESCO
Registration Number:	1390930	ENESCO
Registration Number:	1329471	ENESCO
Registration Number:	1330918	ENESCO
Registration Number:	4570888	FLOURISH
Registration Number:	2838698	FOUNDATIONS
Registration Number:	4400915	GLOBAL & VINE
Registration Number:	3320963	GOOBER
Registration Number:	1232054	GOTTA GETTA GUND
Registration Number:	1545472	GUND
Registration Number:	3876244	LEGACY OF LOVE
Registration Number:	1736644	NEW ENGLAND VILLAGE
Registration Number:	4258336	ISIS
Registration Number:	1670284	POSSIBLE DREAMS
Registration Number:	1680411	POSSIBLE DREAMS
Registration Number:	4574522	REALLY GREAT NEWS
Registration Number:	1792650	SNOW VILLAGE
Registration Number:	2837678	SNOWBABIES
Registration Number:	3996329	SNOWBABIES
Registration Number:	2132895	SNOWBUNNIES
Registration Number:	2185150	SNOWBUNNIES
Registration Number:	4612396	SNOWPINIONS
Registration Number:	1507361	SNUFFLES
Registration Number:	2845961	THE WORLD'S MOST HUGGABLE...SINCE 1898
Registration Number:	1696247	TINKLE, CRINKLE, RATTLE & SQUEAK

CORRESPONDENCE DATA

Fax Number: 3125585700

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.

Phone: 312 558-6352

Email: mfoy@winston.com

Correspondent Name: Michelle Foy, Winston & Strawn LLP

Address Line 1: 35 W. Wacker Drive

Address Line 2: Suite 4200

Address Line 4: Chicago, ILLINOIS 60601-9703

ATTORNEY DOCKET NUMBER: 018103-00432

NAME OF SUBMITTER: Michelle C. Foy

SIGNATURE: /Michelle C. Foy/

DATE SIGNED:	11/06/2015
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Total Attachments: 7

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- source=JPM_Enesco_A&R_IP_Security_Agreement#page3.tif
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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (this "Agreement") dated as of November 6, 2015, is made by and between Enesco, LLC, a Delaware limited liability company (the "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.

WHEREAS, the Grantor, the other Loan Parties party thereto, the Administrative Agent, and the other Lenders party thereto entered into that certain Credit Agreement dated June 28, 2012;

WHEREAS, Grantor previously executed and delivered to the Secured Parties that certain Pledge and Security Agreement dated as of June 28, 2012 executed by the Grantor and the other U.S. Loan Parties party thereto (including annexes, exhibits or schedules thereto, as amended through the date hereof, the "Existing Security Agreement") in favor of the Administrative Agent, for the ratable benefit of itself and the Secured Parties and that certain Intellectual Property Security Agreement dated as of June 28, 2012, between Grantor and the Administrative Agent (including all annexes, exhibits or schedules thereto, as amended or supplemented through the date hereof, the "Existing Intellectual Property Security Agreement");

WHEREAS, the Grantor, the other Loan Parties party thereto, the Administrative Agent, and the other Lenders party thereto are concurrently entering into that certain Amended and Restated Credit Agreement dated as of the date hereof (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") and the Grantor, the other U.S. Loan Parties party thereto and the Administrative Agent, for the ratable benefit of itself and the Secured Parties are concurrently entering into that certain Amended and Restated Pledge and Security Agreement dated as of the date hereof (as from time to time amended, restated, supplemented or otherwise modified, the "Pledge and Security Agreement");

WHEREAS, as a condition to the Lenders entering into the Credit Agreement, and pursuant to the Pledge and Security Agreement, Grantor has agreed to amend and restate the Existing Intellectual Property Security Agreement; and

WHEREAS, 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, the 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 and Trademarks and all of the goodwill of the business symbolized by each Trademark of the Grantor, including, without limitation, each

Material Patent and Material Trademark listed on Schedule A or Schedule B, respectively;

(ii) all income, royalties, and damages hereafter due or payable with respect to any Patent and Trademark, including, without limitation, each Material Trademark listed on Schedule B; 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, and (b) past, present or future infringement of any Patent or Trademark.

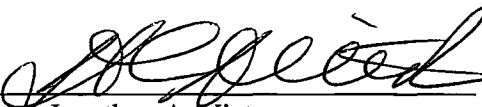
The rights and remedies of the Administrative Agent with respect to the security interest described herein are set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict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

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

[Signature Pages Follow]

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

ENESCO, LLC,
a Delaware limited liability company,
as Grantor

By: 
Name: Jonathan A. Victor
Title: Vice President

[SIGNATURE PAGE TO A&R INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 005663 FRAME: 0521

Agreed and Accepted as of the date first set forth above.

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

By: Kelley O'Malley
Name: Kelley O'Malley
Title: Authorized Officer

[Signature Page to A&R Intellectual Property Security Agreement]

TRADEMARK
REEL: 005663 FRAME: 0522





Schedule A
to
Amended and Restated
Intellectual Property Security Agreement


MATERIAL PATENTS

<u>NAME OF GRANTOR</u>	<u>PATENT DESCRIPTION</u>	<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>
Enesco LLC	Child's Blanket	D474,060	5/6/2003
Enesco LLC	School Bus Display Unit	D602,710	10/27/2009
Enesco LLC	Toy With Multiple Positions	D658,241	4/24/2012

Schedule B
to
Amended and Restated
Intellectual Property Security Agreement

MATERIAL TRADEMARKS

Name of Grantor	Trademark	Registration Number	Registration Date
Enesco, LLC	56	2,491,303	9/18/2001
Enesco, LLC		2,488,659	9/11/2001
Enesco, LLC	A BREED APART	3,837,065	8/24/2010
Enesco, LLC		2,479,541	8/21/2001
Enesco, LLC	BABYGUND	1,743,975	12/29/1992
Enesco, LLC	CHERISHED TEDDIES	1,846,853	7/26/1994
Enesco, LLC	CHERISHED TEDDIES	1,846,683	7/26/1994
Enesco, LLC	CHERISHED TEDDIES	1,756,896	3/9/1991
Enesco, LLC	CHERISHED TEDDIES	2,395,261	10/17/2000
Enesco, LLC		1,685,357	5/5/1992
Enesco, LLC	CIRCLE OF LOVE	3,892,518	12/21/2010
Enesco, LLC	COMFY COZY	2,750,085	8/12/2003
Enesco, LLC	DEPARTMENT 56	2,094,027	9/9/1997
Enesco, LLC	DEPARTMENT 	2,912,803	12/21/2004
Enesco, LLC	DICKENS VILLAGE SERIES	1,911,439	8/15/1995

Enesco, LLC		3,858,410	10/5/2010
Enesco, LLC	ENESCO	1,333,278	4/30/1985
Enesco, LLC	ENESCO	1,335,414	5/14/1985
Enesco, LLC	ENESCO	1,336,916	5/21/1985
Enesco, LLC	ENESCO	1,390,930	4/22/1986
Enesco, LLC	ENESCO	1,329,471	4/9/1985
Enesco, LLC	ENESCO	1,330,918	4/16/1985
Enesco, LLC	FLOURISH	4,570,888	7/22/2014
Enesco, LLC	FOUNDATIONS	2,838,698	5/4/2004
Enesco, LLC	GLOBAL & VINE	4,400,915	9/10/2013
Enesco, LLC	GOOBER	3,320,963	10/23/2007
Enesco, LLC	GOTTA GETTA GUND	1,232,054	3/22/1983
Enesco, LLC	GUND	1,545,472	6/27/1989
Enesco, LLC	LEGACY OF LOVE	3,876,244	11/16/2010
Enesco, LLC	NEW ENGLAD VILLAGE	1,736,644	12/1/1992
Enesco, LLC	OUR NAME IS MUD	4,258,336	2/5/2013
Enesco, LLC	POSSIBLE DREAMS	1,670,284	12/31/1991
Enesco, LLC	POSSIBLE DREAMS	1,680,411	3/24/1992
Enesco, LLC	REALLY GREAT NEWS	4,574,522	7/29/2014
Enesco, LLC	<i>Snow Village</i>	1,792,650	9/14/1993
Enesco, LLC	SNOWBABIES	2,837,678	5/4/2004
Enesco, LLC	SNOWBABIES	3,996,329	7/19/2011
Enesco, LLC	SNOWBUNNIES	2,132,895	1/27/1998
Enesco, LLC	<i>Snowbunnies</i>	2,185,150	8/25/1998
Enesco, LLC	SNOWPINIONS	4,612,396	9/30/2014
Enesco, LLC	SNUFFLES	1,507,361	10/4/1988
Enesco, LLC	THE WORLD'S MOST HUGGABLE...SINCE1898	2,845,961	5/25/2004
Enesco, LLC	TINKLE, CRINKLE, RATTLE & SQUEAK	1,696,247	6/23/1992