

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471797

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, Administrative Agent		04/02/2018	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	ENESCO, LLC		
Street Address:	225 Windsor Drive		
City:	Itasca		
State/Country:	ILLINOIS		
Postal Code:	60143		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2479541	BABY GUND	
Registration Number:	1743975	BABYGUND	
Registration Number:	2750085	COMFY COZY	
Registration Number:	3320963	GOOBER	
Registration Number:	1232054	GOTTA GETTA GUND	
Registration Number:	1545472	GUND	
Registration Number:	1507361	SNUFFLES	
Registration Number:	2845961	THE WORLD'S MOST HUGGABLE...SINCE 1898	
Registration Number:	1696247	TINKLE, CRINKLE, RATTLE & SQUEAK	
Registration Number:	1117773	GOLLY BEAR	
Registration Number:	746186	GUND	
Registration Number:	3160510	GUND GIRLS	
Registration Number:	759144	GUNDERFUL	
Registration Number:	1410722	GUNDY	
Registration Number:	1507360	MUTTSY	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-609-7798
Email: ablekhman@vedderprice.com
Correspondent Name: Aida Blekhman
Address Line 1: Vedder Price P.C.
Address Line 2: 222 N. LaSalle Street, 25th Floor
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	39501.00.0035
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NAME OF SUBMITTER:	Aida Blekhman
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SIGNATURE:	/Aida Blekhman/
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DATE SIGNED:	04/30/2018
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Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE is made as of this 2nd day of April, 2018, by **JPMorgan Chase Bank N.A.**, as Administrative Agent under the Credit Agreement referred to below (in such capacity, the "Administrative Agent"), with offices at 10 South Dearborn, Floor 22, Chicago, Illinois 60603, in favor of **ENESCO, LLC** a Delaware limited liability company (the "Company") having its chief executive office at 225 Windsor Drive, Itasca, Illinois 60143.

WHEREAS, the Company, the other Loan Parties party thereto, Administrative Agent and the other Lenders party thereto entered into the certain Credit Agreement dated June 28, 2012 (the "2012 Credit Agreement");

WHEREAS, the Company executed and delivered to the Secured Parties that certain Pledge and Security Agreement dated as of June 28, 2012 executed by the Company and the other U.S. Loan Parties party thereto (including annexes, exhibits or schedules thereto, as amended through November 6, 2015, the "2012 Security Agreement") in favor of 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 the Company and Administrative Agent (including all annexes, exhibits or schedules thereto, as amended or supplemented through November 6, 2015, the "2012 Intellectual Property Security Agreement");

WHEREAS, the 2012 Intellectual Property Security Agreement was recorded by the Trademark Division in the United States Patent and Trademark Office on July 6, 2012, at Reel 004813, Frames 0573-0586;

WHEREAS, the Company, the other Loan Parties party thereto, Administrative Agent and the other Lenders party thereto entered into the certain Amended and Restated Credit Agreement dated November 6, 2015, which agreement amended and restated the 2012 Credit Agreement (as may be further amended, restated, supplemented or otherwise modified from time to time now or hereafter, the "Credit Agreement");

WHEREAS, the Company executed and delivered to the Secured Parties that certain Amended and Restated Intellectual Property Security Agreement, dated as of November 6, 2015, which agreement amended and restated the 2012 Intellectual Property Security Agreement (as may be further amended, restated, supplemented or otherwise modified from time to time now or hereafter, the "Amended and Restated Intellectual Property Security Agreement") and the Company, the other U.S. Loan Parties party thereto and Administrative Agent, for the ratable benefit of itself and the Secured Parties and that certain Amended and Restated Pledge and Security Agreement dated November 6, 2015, which agreement amended and restated the 2012 Security Agreement (as may be further amended, restated, supplemented or otherwise modified from time to time now or hereafter, the "Pledge and Security Agreement");

WHEREAS, the Amended and Restated Intellectual Property Security Agreement was recorded by the Trademark Division in the United States Patent and Trademark Office on November 6, 2015, at Reel 005663, Frames 0516-0525;

WHEREAS, the Company has satisfied the terms of the 2012 Security Agreement, the 2012 Intellectual Property Security Agreement, the Pledge and Security Agreement and the

Amended and Restated Intellectual Property Security Agreement insofar as those agreements relate to the Trademarks set forth on Schedule 1, and has requested that Administrative Agent release its security interest in the Trademarks set forth on Schedule 1 and reassign any and all rights in the same to the Company; and

WHEREAS, capitalized terms used herein but not defined shall the meaning assigned to them in the 2012 Security Agreement, the 2012 Intellectual Property Security Agreement, the Pledge and Security Agreement or the Amended and Restated Intellectual Property Security Agreement, as applicable.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Administrative Agent hereby unconditionally and expressly (i) releases, cancels, terminates, and extinguishes the liens and security interests created by the 2012 Security Agreement and the 2012 Intellectual Property Security Agreement and any and all rights it may have under the 2012 Security Agreement or the 2012 Intellectual Property Security Agreement to the extent relating to the Trademarks set forth on Schedule 1; and (ii) releases, cancels, terminates, and extinguishes the liens and security interests created by the Pledge and Security Agreement or the Amended and Restated Intellectual Property Security Agreement and any and all rights it may have under the Pledge and Security Agreement or the Amended and Restated Intellectual Property Agreement to the extent relating to the Trademarks set forth on Schedule 1.

2. Administrative Agent hereby reassigns, grants and conveys to the Company, without any representation, recourse or undertaking by Administrative Agent, any and all of Administrative Agent's right, title and interest in, to and under the Trademarks set forth on Schedule 1. Administrative Agent authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence release and termination of its rights in and to the Trademarks set forth on Schedule 1 under each of the 2012 Security Agreement; the 2012 Intellectual Property Security Agreement; the Pledge and Security Agreement; and the Amended and Restated Intellectual Property Security Agreement with respect to the Trademarks set forth on Schedule 1.

3. Administrative Agent consents and agrees to execute and deliver, at the request and cost of Company, such further instruments, documents and release forms as Company may reasonably request to more effectively release, terminate and extinguish any such liens and security interests upon the Trademarks set forth on Schedule 1.

4. This Release 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.

5. This Release shall be binding upon Administrative Agent's legal representatives, assigns and successors.

[Signature Page Follows]



(Signature Page to Release of Security Interest in Trademarks)

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

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

By: Robert S. Sheppard
Name: ROBERT S. SHEPPARD
Title: EXECUTIVE DIRECTOR

SCHEDULE 1

Name of Grantor	Trademark	Registration Number	Registration Date
Enesco, LLC		2,479,541	8/21/2001
Enesco, LLC	BABYGUND	1,743,975	12/29/1992
Enesco, LLC	COMFY COZY	2,750,085	8/12/2003
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	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
Enesco, LLC	GOLLY BEAR	1,117,773	5/8/1979
Enesco, LLC		746,186	3/5/1963
Enesco, LLC	GUND GIRLS	3,160,510	10/17/2006
Enesco, LLC		759,144	10/29/1963
Enesco, LLC	GUNDY	1,410,722	9/23/1986
Enesco, LLC	MUTTSY	1,507,360	10/4/1988