

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
Enesco Group, Inc.		01/19/2006	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Jim Shore Designs, Inc.		
Street Address:	426 N. Main Street		
City:	Heath Springs		
State/Country:	SOUTH CAROLINA		
Postal Code:	29058		
Entity Type:	CORPORATION: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78284049	HEARTWOOD CREEK	
CORRESPONDENCE DATA			
Fax Number:	(312)464-3111		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312/464-3100		
Email:	dmasters@loeb.com		
Correspondent Name:	Douglas N. Masters		
Address Line 1:	321 North Clark Street		
Address Line 2:	Suite 2300		
Address Line 4:	Chicago, ILLINOIS 60610		
ATTORNEY DOCKET NUMBER:	207956-10002/HEARTWOODCRE		
NAME OF SUBMITTER:	Douglas N. Masters		
Signature:	/douglas n masters/		
Date:	02/10/2006		

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Total Attachments: 2
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**EXHIBIT B TO SETTLEMENT AGREEMENT-
TRADEMARK ASSIGNMENT**

TRADEMARK ASSIGNMENT

WHEREAS, Enesco Group, Inc., a Illinois corporation, having a place of business at 225 Windsor Drive, Itasca, IL 60143 (“Assignor”), is the owner of U.S. Trademark Application No. 78/284,049 of the trademark HEARTWOOD CREEK (the “Mark”);

WHEREAS, Jim Shore Designs, Inc., a South Carolina corporation, having a place of business at 426 N. Main Street, Heath Springs, SC 29058 (“Assignee”), desires to acquire the Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, absolutely and forever, the entire right, title and interest, throughout the world, whether statutory or at common law, in and to the Mark, together with the goodwill of the business symbolized by the Mark, and all corresponding registrations and applications, as well as all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

Assignor agrees to execute any further papers as may be necessary and proper to vest full title in and to the Mark and other corresponding rights in the Assignee.

Assignor hereby consents to the recordation of this assignment in any applicable country.


Assignor represents and warrants that it is the owner of the Mark, and has not previously transferred or otherwise encumbered the rights being assigned to Assignee.

Assignee hereby accepts the assignment of the Mark, applications, and registrations and all other rights described in this assignment.

The individuals signing this document on behalf of corporate entities represent and declare that they are authorized to execute this document on behalf of such corporate entities.

IN WITNESS WHEREOF, this Assignment is effective this 19th day of January, 2006.

ENESCO GROUP, INC.

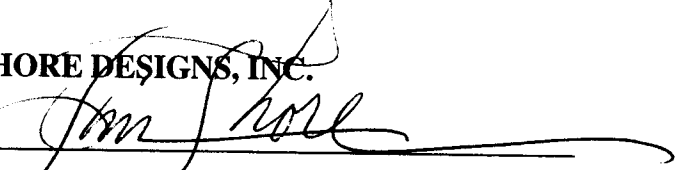
By: 

Name: Cynthia Passmore

Title: President and CEO

Date: _____

JIM SHORE DESIGNS, INC.

By: 

Name: Jim Shore

Title: President

Date: _____