

CONTINUATION OF RECORDATION FORM COVER SHEET**1. Name of conveying party(ies):**

Gregg Manufacturing, Inc.

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation - State California☐ Other _____

Citizenship (See Guidelines) _____

Enesco Limited

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation - Country England☐ Other _____


Citizenship (See Guidelines) _____

Additional name(s) of conveying part(ies) attached? ☐ Yes ☒ No


4A. Trademark Application Numbers**ENESCO GROUP INC.**

Country	Mark Name	Application Number	Filing Date	Status
United States	E & Design (Gift Box Logo)	78/831174	3/7/2006	Applied For
United States	GREGG GIFT Logo	78/753878	11/15/2005	Applied For
United States	GROW IN GRACE	78/828859	3/3/2006	Applied For
United States	MEDITERRANEAN INSPIRATIONS	78/828763	3/3/2006	Applied For
United States	TWO BY TWO	78/829716	3/3/2006	Applied For


4B. Trademark Registration Numbers**ENESCO GROUP INC.**

Country	Mark Name	Registration Number	Registration Date	Status
United States	AQUILAUN	847733	4/16/1968	Registered
United States	BIG WHEEL	890219	4/28/1970	Registered
United States	SLIMLINE	1189366	2/9/1982	Registered
United States	CALICO KITTENS	1946341	1/9/1996	Registered
United States	CHERISHED RETAILER	2565934	4/30/2002	Registered
United States	CHERISHED TEDDIES BY ENESCO & Design 	2516829	12/11/2001	Registered
United States	CHERISHED TEDDIES	1756896	3/9/1993	Registered
United States	CHERISHED TEDDIES	1846683	7/26/1994	Registered
United States	CHERISHED TEDDIES	1846853	7/16/1994	Registered
United States	CHERISHED TEDDIES	1850689	8/23/1994	Registered
United States	CHERISHED TEDDIES	1854690	9/20/1994	Registered
United States	CHERISHED TEDDIES	2354727	6/6/2000	Registered
United States	CHERISHED TEDDIES	2395261	10/17/2000	Registered
United States	CHERISHED TEDDIES	2484954	9/4/2001	Registered
United States	COMMANDER	610392	8/9/1955	Registered
United States	COOL-A-PED	623248	3/13/1956	Registered
United States	COUNTRYGATE	2824274	3/23/2004	Registered


Country	Mark Name	Registration Number	Registration Date	Status
United States	ENDA-BUG	863709	1/14/1969	Registered
United States	ENESCO	1335414	5/14/1985	Registered
United States	ENESCO	1329471	4/9/1985	Registered
United States	ENESCO	1330918	4/16/1985	Registered
United States	ENESCO	1333278	4/30/1985	Registered
United States	ENESCO	1332795	4/30/1985	Registered
United States	ENESCO	1336916	5/21/1985	Registered
United States	ENESCO	1390930	4/22/1986	Registered
United States	FESTIVITIES BY ENESCO	2470214	7/17/2001	Registered
United States	FESTIVITIES BY ENESCO	2510901	11/20/2001	Registered
United States	FESTIVITIES BY ENESCO	2550420	3/19/2002	Registered
United States	FESTIVITIES BY ENESCO	2570355	5/14/2002	Registered
United States	FESTIVITIES BY ENESCO	2605158	8/6/2002	Registered
United States	FESTIVITIES BY ENESCO	2632141	10/8/2002	Registered
United States	FESTIVITIES BY ENESCO	2632142	10/8/2002	Registered
United States	FESTIVITIES BY ENESCO	2640031	10/22/2002	Registered
United States	FIRST MATE	903999	12/8/1970	Registered
United States	FOUNDATIONS	2838698	5/4/2004	Registered
United States	GERM-TROL	401156	4/27/1943	Registered
United States	GROWING UP	1237382	5/10/1983	Registered
United States	HEARTWOOD CREEK	3078451	4/11/2006	Registered
United States	LADY CATHERINE	1055594	1/4/1977	Registered
United States	LEGEND OF LOVE	806478	3/29/1966	Registered
United States	LIFE IS A CAROUSEL	2439488	3/27/2001	Registered
United States	LOOK SEE	977889	1/29/1974	Registered
United States	LUSTRE LAST	855326	8/20/1968	Registered
United States	MAGIC SHIELD	1291703	8/28/1984	Registered
United States	MARY'S MOO MOOS	2375125	8/8/2000	Registered
United States	MILIEU ENVIRONMENT FROM ENESCO	2809894	2/3/2004	Registered
United States	QUALITY PLUS	1637947	3/12/1991	Registered
United States	SELECTIVES	1358829	9/10/1985	Registered
United States	SILENT MAID	556951	4/1/1952	Registered
United States	SILENT MAID	561875	7/22/1952	Registered
United States	SLIMLINE <i>Slimeline</i>	629965	7/31/1996	Registered
United States	SPIRITUELLE	2721234	6/3/2003	Registered

Country	Mark Name	Registration Number	Registration Date	Status
United States	STANLEY (stylized) STANLEY	636462	10/30/1956	Registered
United States	STANLEY (stylized) STANLEY	669463	11/11/1958	Registered
United States	STANLEY HOME PRODUCTS & Design 	1250098	9/6/1983	Registered
United States	STANLEY HOME PRODUCTS	2251533	6/8/1999	Registered
United States	STANLEY HOME PRODUCTS	2251534	6/8/1999	Registered
United States	STANLEY HOME PRODUCTS	2253763	6/15/1999	Registered
United States	STANLEY HOME PRODUCTS	2253764	6/15/1999	Registered
United States	STANLEY HOME PRODUCTS	2253765	6/15/1999	Registered
United States	STANLEY HOME PRODUCTS	2253766	6/15/1999	Registered
United States	STANLEY HOME PRODUCTS	2253767	6/15/1999	Registered
United States	STANLEY HOME PRODUCTS	2255730	6/22/1999	Registered
United States	STANLEY HOME PRODUCTS	2360401	6/20/2000	Registered
United States	STANLEY	1337482	5/28/1985	Registered
United States	STANLEY	877467	9/23/1969	Registered
United States	STAN-WICK (stylized) STAN-WICK	426252	12/24/1946	Registered
United States	TEDDIES TO CHERISH	2895951	10/19/2004	Registered
United States	TEDDIES TO CHERISH	2973908	7/19/2005	Registered
United States	THE ENESCO TREASURY OF CHRISTMAS ORNAMENTS	1507335	10/4/1988	Registered
United States	TOUCHING LIVES WITH BEAUTY AND EMOTION	2534539	1/19/2002	Registered
United States	TRY-IT <i>Try-It</i>	591418	6/15/1954	Registered

GREGG MANUFACTURING, INC.

Country	Mark Name	Registration Number	Registration Date	Status
United States	CREATIONS 	2497748	10/16/2001	Registered
United States	GREGG	2071612	6/17/1997	Registered

ENESCO LIMITED

Country	Mark Name	Registration Number	Registration Date	Status
United States	BORDER FINE ARTS	1319419	2/21/85	Registered
United States	LILLIPUT LANE (stylized) 	2405198	11/21/00	Registered
United States	LILLIPUT LANE	2405197	11/21/00	Registered

EXECUTION VERSION

TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT, dated as of July 19, 2006 by and among Enesco Group, Inc., an Illinois corporation (the "Borrower"), Gregg Manufacturing, Inc., a California corporation ("Gregg"), and Enesco Limited, a corporation organized under the laws of England ("Enesco UK" and together with the Borrower and Gregg, collectively, "Assignors" and each individually an "Assignor"), and BANK OF AMERICA, N.A., as collateral agent (hereinafter, in such capacity, the "Agent") for itself and the Lenders (as defined below) (hereinafter, collectively, the "Secured Creditors").

WHEREAS, the Borrower is a party to a Second Amended and Restated Senior Revolving Credit Agreement dated as of June 16, 2003 among the Borrower, the Borrowing Subsidiaries from time to time a party thereto, the lenders from time to time a party thereto (the "Lenders") and the Agent, as amended by a First Amendment dated as of March 5, 2004; a Second Amendment dated as of August 10, 2004; a Third Amendment dated as of November 2, 2004; a Fourth Amendment dated as of November 22, 2004; a Fifth Amendment dated as of January 28, 2005, as amended by a letter agreement dated as of February 7, 2005; a Sixth Amendment dated as of March 29, 2005; a Seventh Amendment dated as of May 16, 2005; an Eighth Amendment dated as of July 7, 2005, as amended by a letter agreement dated as of July 28, 2005; a Ninth Amendment dated as of August 31, 2005; a Tenth Amendment dated as of December 21, 2005; and an Eleventh Amendment dated as of March 31, 2006 (as the same may be further amended or restated from time to time, the "Credit Agreement"), pursuant to which the Lenders have, subject to the terms and conditions set forth therein, made certain credit facilities available to the Borrower and the Borrowing Subsidiaries including those evidenced by the Notes executed and delivered pursuant to the Credit Agreement; and

WHEREAS, Gregg entered into a certain Guarantee (the "Guarantee"), dated July, 2005, pursuant to which it unconditionally guaranteed the full payment and performance of the "Obligations" (as defined therein), including, without limitation, all indebtedness, obligations and liabilities, direct or indirect, matured or unmatured, primary or secondary, certain or contingent, of the Borrower and the Borrowing Subsidiaries to the Secured Creditors, now or hereafter owing or incurred under the terms of the Credit Agreement; and

WHEREAS, Enesco UK entered into a certain Deed of Guarantee and Indemnity (the "UK Guarantee"), dated August, 2005, pursuant to which it unconditionally guaranteed the full payment and performance of the "Guaranteed Obligations" (as defined therein), including, without limitation, all of the "Obligations" (as defined in the Credit Agreement) and all of the obligations of Enesco Holdings Limited and Bilston & Battersea Enamels Limited under the UK Guarantee; and

WHEREAS, on the date hereof, the Borrower, the Borrowing Subsidiaries, the Agent and the Lenders are entering into a certain Twelfth Amendment to Second Amended and Restated Senior Revolving Credit Agreement (the "Twelfth Amendment"), pursuant to which certain

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provisions of the Credit Agreement will be amended to provide, among other things, for an increase to the Borrowing Capacity thereunder; and

WHEREAS, the effectiveness of the Twelfth Amendment and the obligations of the Lenders to continue to make the Advances under the Credit Agreement is subject to the condition, among others, that the Assignors shall execute and deliver this Agreement; and

WHEREAS, pursuant to the Credit Agreement and the Security Agreements, the Assignors have granted to the Agent, for the benefit of the Secured Creditors, a security interest in certain of the Assignors' respective personal property and fixture assets, including without limitation the trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of, in the case of the Borrower, the Obligations (as defined in the Credit Agreement), in the case of Gregg, all of the obligations and liabilities of Gregg under the Guarantee (the "Gregg Guaranteed Obligations") and all of the Obligations (as defined in the Credit Agreement) of Gregg in its capacity as a Borrowing Subsidiary under the Loan Documents and, in the case of Enesco UK, all of the obligations and liabilities of Enesco UK under the UK Guarantee (the "Enesco UK Guaranteed Obligations") (such Obligations, Gregg Guaranteed Obligations and Enesco UK Guaranteed Obligations, collectively, the "Obligations"); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Credit Agreement and the Security Agreements; and

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of each Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Excluded Rights. Any rights or interest of the Assignors in any license, lease or other agreement (each, a "Contract" for the purposes of this definition) to which such Assignor is a party to the extent that a pledge or assignment of such rights or interests, or grant of security interest therein would, under the terms of such Contract, result in a breach of the terms of or default under such Contract unless such pledge, assignment or grant were consented to by the licensor, lessor or other contracting party to such Contract, or would otherwise result in a breach of the terms of, or constitute a default under, such Contract (except to the extent that any such term or default would be rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other applicable law); provided, that immediately upon the

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ineffectiveness, lapse or termination of any such restriction, such rights or interests shall no longer be "Excluded Rights" and shall instead be added Collateral hereunder as if such restriction had never been in effect, and provided further, that notwithstanding any such restriction, the term "Excluded Rights" shall not include, to the extent such restriction does not by its terms apply thereto, any rights incident or appurtenant to such Contract or the right to receive any proceeds derived from such Contract.

Immaterial Pledged Collateral. Pledged Trademarks that are not material to the business of Assignors as reasonably determined by Assignors, consistent with prudent and commercially reasonable business practices.

Pledged Trademarks. All of each Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing; *provided* that the "Pledged Trademarks" shall not include any Excluded Rights of the Assignor relating to the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of each Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of such Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by such Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of such Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of such Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

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(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by such Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights;

provided that the "Related Assets" shall not include any Excluded Rights of the Assignor relating to the foregoing.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended, restated or otherwise modified from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of each Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of such Assignor, or to which such Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of such Assignor or the Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which such Assignor is a party; *provided* that the "Trademark License Rights" shall not include any Excluded Rights of the Assignor relating to the foregoing.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of each Assignor or the Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of each Assignor or the Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the

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Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights; *provided* that the "Trademark Rights" shall not include any Excluded Rights of the Assignor relating to the foregoing.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of each Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by such Assignor or are now owned, held or used by such Assignor, in such Assignor's business, or with such Assignor's products and services, or in which such Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by such Assignor in such Assignor's business or with such Assignor's products and services, or in which such Assignor in the future acquires any right, title or interest; *provided* that the "Trademarks" shall not include any Excluded Rights of the Assignor relating to the foregoing.

Uniform Commercial Code. The Uniform Commercial Code (or any similar or equivalent legislation) as in effect from time to time in the Commonwealth of Massachusetts (or, to the extent otherwise applicable by law, any other applicable jurisdiction).

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with each Assignor or its business or for the direct or indirect benefit of such Assignor or its business, including all such uses by such Assignor itself, by any of the affiliates of such Assignor, or by any franchisee, licensee or contractor of such Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in the Credit Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, each Assignor hereby unconditionally grants to the Agent, for the benefit of the Secured Creditors, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Agent for the benefit of the Secured Creditors. In addition, each Assignor has executed in blank and delivered to the Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). Each Assignor hereby authorizes the Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of a Default and the proper exercise of the Agent's remedies under this Trademark Agreement and the Credit Agreement.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, each Assignor grants, assigns, transfers, conveys and sets over to the Agent, for the benefit of the Secured Creditors, such

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Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of a Default and (ii) either (A) upon the written demand of the Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Agent) upon a Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral (as defined in the Security Agreements) pursuant to the Loan Documents and applicable law (including the transfer or other disposition of the Collateral by such Assignor to the Agent or its nominee in lieu of foreclosure).

2.3. Supplemental to Credit Agreement. Pursuant to separate Security Agreements each Assignor has granted to the Agent, for the benefit of the Secured Creditors, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Credit Agreement and the Security Agreements, and all rights and interests of the Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Credit Agreement, the Security Agreements, the security interest of the Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreements and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Agent in and to the Collateral under or in connection with the Credit Agreement, the Security Agreements, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Pledged Trademarks (and any and all obligations of each Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the obligations of each Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Credit Agreement and the Security Agreements and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Assignor represents, warrants and covenants (in each case, other than with respect to the Immaterial Pledged Collateral) that: (i) Schedule A sets forth as of the date hereof a true and complete list of all Trademark Registrations and applications for Trademark Registrations now owned, licensed, controlled or used by such Assignor; (ii) the Trademarks and Trademark Registrations owned, licensed, controlled or used by such Assignor are subsisting and, to the knowledge of such Assignor, have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations owned by such Assignor or, to the knowledge of such Assignor, the Trademarks or Trademark Registrations licensed, controlled or used by such Assignor; (iii) to the best of such Assignor's knowledge, each of the Trademarks and Trademark Registrations owned, licensed, controlled or used by such Assignor is valid and enforceable; (iv) to the best of such Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights owned, licensed, controlled or used by such

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Assignor; (v) to such Assignor's knowledge, no claim has been made that the use of any of the Trademarks owned, licensed, controlled or used by such Assignor does or may violate the rights of any third person, and to the best of such Assignor's knowledge, there is no infringement by such Assignor of the trademark rights of others, except for any such infringement that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect; (vi) such Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks set forth next to Assignor's name on Schedule A (other than ownership and other rights reserved by third party owners with respect to Trademarks that such Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by such Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreements and this Trademark Agreement and Liens permitted under the Credit Agreement; (vii) with respect to all Trademarks owned by such Assignor, such Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will use commercially reasonable efforts to enter into written agreements with respect to all Trademarks owned by such Assignor with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (viii) such Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks owned by such Assignor; (ix) such Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks owned, licensed, controlled or used by such Assignor; (x) except as set forth on Schedule B, this Trademark Agreement, together with the Security Agreements, will create in favor of the Agent a valid and perfected first priority security interest in all of Assignor's rights in the Pledged Trademarks arising under U.S. federal, state or common law upon making the filings referred to in clause (xi) of this §3; and (xi) with respect to Pledged Trademarks arising under U.S. federal, state or common law, except for (A) the filing of financing statements under the Uniform Commercial Code with the Secretary of State for the states of Illinois and California and with the Recorder of Deeds in the District of Columbia, (B) the recording of this Trademark Agreement with the PTO, (C) any public company disclosure required by applicable law and (D) the notices and filings set forth on Schedule B, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (x) for the grant by such Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by such Assignor, or (y) for the perfection of or the exercise by the Agent of any of its rights and remedies hereunder.

4. INSPECTION RIGHTS.

Each Assignor hereby grants to each of the Agent and the Lenders and their employees and agents the right to visit such Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

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5. AFTER-ACQUIRED TRADEMARKS, ETC.

5.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full or the Commitments shall have been terminated or expired or all Letters of Credit shall have expired or terminated (or been fully cash collateralized in accordance with the terms of the Credit Agreement), any Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto. Each Assignor shall, quarterly by the end of the first month following the end of each calendar quarter, provide written notice to the Agent of all new registered Trademarks, Trademark Registrations or Trademark Rights acquired or, in the case of any applications for registration of Trademarks, made by such Assignor during the preceding calendar quarter.

5.2. Amendment to Schedule. Each Assignor authorizes the Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of such Assignor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §5.

6. TRADEMARK PROSECUTION.

6.1. Assignors Responsible. Each Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or appropriate actions in connection with the Pledged Trademarks, and shall hold the Agent and each of the other Secured Creditors harmless from any and all reasonable costs, damages, liabilities and expenses that may be incurred by the Agent or any other Secured Creditors in connection with the Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, such Assignor shall retain trademark counsel reasonably acceptable to the Agent, including, without limitation, Vedder, Price, Kaufman & Kammholz, P.C.

6.2. Assignors' Duties, etc. Each Assignor shall have the right and the duty, through trademark counsel reasonably acceptable to the Agent, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations, except, in each case, with respect to Immaterial Pledged Collateral. Any expenses incurred in connection with such applications and actions shall be borne by such Assignor. No Assignor shall abandon any filed trademark registration application, or any Trademark Registration or Trademark (in each case, other than any Immaterial Pledged Collateral), without the consent of the Agent.

6.3. Assignors' Enforcement Rights. Each Assignor shall have the right and the duty to bring suit or other action in such Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights (in each case, other than with respect to

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any Immaterial Pledged Collateral). Each Assignor may require the Agent to join in such suit or action as necessary to assure such Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Agent is completely satisfied that such joinder will not subject the Agent or any other Secured Creditors to any risk of liability. Each Assignor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, reasonable costs and expenses, including reasonable legal fees, incurred by the Agent pursuant to this §6.3.

6.4. Protection of Trademarks, etc. In general, each Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks, except with respect to any Immaterial Pledged Collateral. No Assignor shall take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks, other than any Immaterial Pledged Collateral.

6.5. Notification by Assignors. Quarterly by the end of the first month following the end of each calendar quarter, each Assignor will notify the Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or such Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of such Assignor or the Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

7. REMEDIES.

Upon the occurrence and during the continuance of a Default, the Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2), the Credit Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code, and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to any Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that such Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Credit Agreement and the Security Agreements. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to any Assignor at least seven (7) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which each Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permitted

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under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

8. COLLATERAL PROTECTION.

If any Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any Assignor shall be breached in any material respect, the Agent, in its own name or that of such Assignor (in the sole reasonable discretion of the Agent), may (but shall not be obligated to), upon the occurrence and during the continuance of a Default, do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and such Assignor agrees promptly to reimburse the Agent for any reasonable cost or expense incurred by the Agent in so doing.

9. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, each Assignor does hereby make, constitute and appoint the Agent (and any officer or agent of the Agent as the Agent may select in its exclusive discretion) as such Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse such Assignor's name on all applications, documents, papers and instruments necessary for the Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions reasonably necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of such Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that such Assignor is obligated to execute and do hereunder. Each Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Agent and the Lenders from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Agent under this power of attorney (except for the Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

10. FURTHER ASSURANCES.

The Assignors shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Agent may request or as may be reasonably necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Agent the grant, perfection and priority of the Agent's security interest in the Pledged Trademarks (other than with respect to Immaterial Pledged Collateral).

11. TERMINATION.

At such time as all of the Obligations have been paid in full (other than Excluded Contingent Indemnity Claims) and the Commitments of the Secured Creditors to make any Loan

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under the Credit Agreement have terminated or expired and no Letters of Credit remain outstanding (or all outstanding Letters of Credit have been cash collateralized in accordance with the terms of the Credit Agreement), this Trademark Agreement shall terminate and the Agent shall, upon the request and at the expense of each Assignor, execute and deliver to the Assignors all deeds, assignments and other instruments as may be reasonably necessary or proper to reassign and reconvey to and re-vest in the Assignors the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Agent by such Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Agent pursuant hereto or the Credit Agreement. For purposes of this §12, "Excluded Contingent Indemnity Claims" shall mean indemnity claims by any Person entitled to indemnity under the Loan Documents as to which no notice has been given to the Borrower prior to the time the other Obligations have been paid in full and the other conditions to the termination of this Agreement set forth in the preceding sentence have been satisfied; provided that the right of the Agent to seek a customary float indemnity letter from a replacement lender (if applicable) or other protection with respect to payments which have been recently applied and deposits which have been recently credited shall not constitute Excluded Contingent Indemnity Claims.

12. COURSE OF DEALING.

No course of dealing between any Assignor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Credit Agreement, the Security Agreements or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. EXPENSES.

Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignors.

14. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by any Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the maximum rate then applicable to Loans as set forth in the Credit Agreement.

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15. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE AGENT NOR ANY OTHER SECURED CREDITOR ASSUMES ANY LIABILITIES OF ANY ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING SUCH ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF EACH ASSIGNOR, AND SUCH ASSIGNOR SHALL INDEMNIFY THE SECURED CREDITORS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY ANY SECURED CREDITOR WITH RESPECT TO SUCH LIABILITIES.

16. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Assignment shall be made or given in the manner set forth in Article XIII of the Credit Agreement.

17. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Agent (with the consent of the Required Lenders) and the Assignors, except as provided in §5.2 hereof. The Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Agent (with the consent of the Required Lenders). A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

18. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. Each Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the Commonwealth of Massachusetts or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon such Assignor by mail in accordance with §16. Each Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

19. WAIVER OF JURY TRIAL.

EACH ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, each Assignor waives any right which it may have to claim or recover in any litigation

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referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Assignor (i) certifies that neither the Agent or any other Secured Creditor nor any representative, agent or attorney of the Agent or any other Secured Creditor has represented, expressly or otherwise, that the Agent or any other Secured Creditor would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Agent or any other Secured Creditor is a party, the Agent and the other Secured Creditors are relying upon, among other things, the waivers and certifications contained in this §19.

20. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon each Assignor and its respective successors and assigns, and shall inure to the benefit of the Secured Creditors and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement or any Security Agreement the provisions of the Credit Agreement or such Security Agreement shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Assignor acknowledges receipt of a copy of this Trademark Agreement.

The remainder of this page is intentionally left blank. Signatures pages follow.

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

ENESCO GROUP, INC., as Assignor

By: Marie Meisenbach Gaul

Name: Marie Meisenbach Gaul

Title: Chief Financial Officer

By: Charles E. Sanders

Name: Charles E. Sanders

Title: Treasurer

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

Before me, the undersigned, on this 19 day of July, 2006, personally appeared Marie Meisenbach Gaul to me known personally, and who, being by me duly sworn, deposes and says that he is the CFO of Enesco Group, Inc. and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said CFO acknowledged said instrument to be the free act and deed of said corporation.



Linda DeLazzer
Notary Public

My commission expires: 10-4-2010

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

Before me, the undersigned, on this 19 day of July, 2006, personally appeared Charles E. Sanders to me known personally, and who, being by me duly sworn, deposes and says that he is the Treasurer of Enesco Group, Inc. and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Treasurer acknowledged said instrument to be the free act and deed of said corporation.



Linda DeLazzer
Notary Public

My commission expires: 10-4-2010

[Signature page to Trademark Collateral Security and Pledge Agreement]

GREGG MANUFACTURING, INC., as Assignor

By: *Charles E. Sanders*
Name: Charles E. Sanders
Title: Treasurer

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

Before me, the undersigned, on this 19 day of July, 2006, personally appeared Charles E. Sanders to me known personally, and who, being by me duly sworn, deposes and says that he is the Treasurer of Gregg Manufacturing, Inc. and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Treasurer acknowledged said instrument to be the free act and deed of said corporation.



Linda DeLazzer
Notary Public
My commission expires: 10-4-2010

ENESCO LIMITED, as Assignor

By: *Charles E. Sanders*
Name: Charles E. Sanders
Title: Secretary

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

Before me, the undersigned, on this 19 day of July, 2006, personally appeared Charles E. Sanders to me known personally, and who, being by me duly sworn, deposes and says that he is the Secretary of Enesco Limited and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Secretary acknowledged said instrument to be the free act and deed of said corporation.




Linda DeLazzer
Notary Public
My commission expires: 10-4-2010

[Signature page to Trademark Collateral Security and Pledge Agreement]

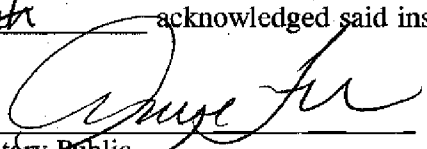
TRADEMARK
REEL: 003376 FRAME: 0403

BANK OF AMERICA, N.A., as Agent

By: 
Name: C. Christopher Smith
Title: Senior Vice President

STATE OF Massachusetts)
) ss.
COUNTY OF Suffolk)

Before me, the undersigned, on this 30 day of June, 2006, personally appeared C. Christopher Smith to me known personally, and who, being by me duly sworn, deposes and says that he is the Senior Vice President of Bank of America, N.A. and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said C. Christopher Smith acknowledged said instrument to be the free act and deed of said corporation.


Notary Public


My commission expires: July 2, 2010


[Signature page to Trademark Collateral Security and Pledge Agreement]


TRADEMARK
REEL: 003376 FRAME: 0404

SCHEDULE A

Enesco Group Inc.

Country	Mark Name	Registration Number	Registration Date	Status
United States	AQUILAUN	847733	4/16/1968	Registered
United States	BIG WHEEL	890219	4/28/1970	Registered
United States	SLIMLINE	1189366	2/9/1982	Registered
Australia	ENESCO	410936	6/28/1984	Registered
Australia	ENESCO	410937	6/28/1984	Registered
Australia	ENESCO	412290	7/24/1984	Registered
Australia	ENESCO	412291	7/24/1984	Registered
Australia	ENESCO	412292	7/24/1984	Registered
Australia	ENESCO	412293	7/24/1984	Registered
Canada	ENESCO	308008	11/1/1985	Registered
Canada	SUN SHELLS	381605	3/15/1991	Registered
Community Trademark	CHERISHED TEDDIES	196725	3/29/1999	Registered
Community Trademark	ENESCO	1343037	12/22/2000	Registered
France	ENESCO & Design	1319208	9/5/1984	Registered
Great Britain	CHERISHED TEDDIES	1528395	10/31/1994	Registered
Great Britain	CHERISHED TEDDIES	2019205	5/1/1995	Registered
Great Britain	ENESCO & Design- 	1359334	9/29/1988	Renewed
Hong Kong	CHERISHED TEDDIES	3809/99	6/29/1997	Registered
Hong Kong	ENESCO	19851898	10/8/1984	Registered
Indonesia	CHERISHED TEDDIES	497123	1/24/2002	Registered
Indonesia	ENESCO	557653	12/29/2003	Registered
Indonesia	ENESCO	562923	12/29/2003	Registered
New Zealand	CHERISHED TEDDIES	278703	6/23/1997	Registered
New Zealand	CHERISHED TEDDIES	278704	6/23/1997	Registered
New Zealand	ENESCO	153690	7/9/1984	Renewed
New Zealand	ENESCO	154088	7/27/1984	Registered
South Africa	ENESCO	84/5642	6/26/1984	Registered
South Africa	ENESCO	84/5643	6/26/1984	Registered
South Africa	ENESCO	84/6804	7/31/1984	Registered
South Africa	ENESCO	84/6805	7/31/1984	Registered
South Africa	ENESCO	84/6806	7/31/1984	Registered
South Africa	ENESCO	84/6807	7/31/1984	Registered
South Africa	ENESCO & Design	84/7378	8/20/1984	Registered
South Africa	ENESCO & Design	84/7379	8/20/1984	Registered
South Africa	ENESCO & Design	84/7380	8/20/1984	Registered
South Africa	ENESCO & Design	84/7381	8/20/1984	Registered


Country	Mark Name	Registration Number	Registration Date	Status
South Africa	ENESCO & Design	84/7382	8/20/1984	Registered
South Africa	ENESCO & Design	84/7383	8/20/1984	Registered
Switzerland	ENESCO & Design	335068	12/21/1984	Registered
United States	CALICO KITTENS	1946341	1/9/1996	Registered
United States	CHERISHED RETAILER	2565934	4/30/2002	Registered
United States	CHERISHED TEDDIES BY ENESCO & Design 	2516829	12/11/2001	Registered
United States	CHERISHED TEDDIES	1756896	3/9/1993	Registered
United States	CHERISHED TEDDIES	1846683	7/26/1994	Registered
United States	CHERISHED TEDDIES	1846853	7/16/1994	Registered
United States	CHERISHED TEDDIES	1850689	8/23/1994	Registered
United States	CHERISHED TEDDIES	1854690	9/20/1994	Registered
United States	CHERISHED TEDDIES	2354727	6/6/2000	Registered
United States	CHERISHED TEDDIES	2395261	10/17/2000	Registered
United States	CHERISHED TEDDIES	2484954	9/4/2001	Registered
United States	COMMANDER	610392	8/9/1955	Registered
United States	COOL-A-PED	623248	3/13/1956	Registered
United States	COUNTRYGATE	2824274	3/23/2004	Registered
United States	E & Design (Gift Box Logo)	78/831174	3/7/2006	Filing Date
United States	ENDA-BUG	863709	1/14/1969	Registered
United States	ENESCO	1335414	5/14/1985	Registered
United States	ENESCO	1329471	4/9/1985	Registered
United States	ENESCO	1330918	4/16/1985	Registered
United States	ENESCO	1333278	4/30/1985	Registered
United States	ENESCO	1332795	4/30/1985	Registered
United States	ENESCO	1336916	5/21/1985	Registered
United States	ENESCO	1390930	4/22/1986	Registered
United States	FESTIVITIES BY ENESCO	2470214	7/17/2001	Registered
United States	FESTIVITIES BY ENESCO	2510901	11/20/2001	Registered
United States	FESTIVITIES BY ENESCO	2550420	3/19/2002	Registered
United States	FESTIVITIES BY ENESCO	2570355	5/14/2002	Registered
United States	FESTIVITIES BY ENESCO	2605158	8/6/2002	Registered

Country	Mark Name	Registration Number	Registration Date	Status
United States	FESTIVITIES BY ENESCO	2632141	10/8/2002	Registered
United States	FESTIVITIES BY ENESCO	2632142	10/8/2002	Registered
United States	FESTIVITIES BY ENESCO	2640031	10/22/2002	Registered
United States	FIRST MATE	903999	12/8/1970	Registered
United States	FOUNDATIONS	2838698	5/4/2004	Registered
United States	GERM-TROL	401156	4/27/1943	Registered
United States	GREGG GIFT Logo	78/753878	11/15/2005	Filing Date
United States	GROW IN GRACE	78/828859	3/3/2006	Filing Date
United States	GROWING UP	1237382	5/10/1983	Registered
United States	HEARTWOOD CREEK	3078451	4/11/2006	Registered
United States	LADY CATHERINE	1055594	1/4/1977	Registered
United States	LEGEND OF LOVE	806478	3/29/1966	Registered
United States	LIFE IS A CAROUSEL	2439488	3/27/2001	Registered
United States	LOOK SEE	977889	1/29/1974	Registered
United States	LUSTRE LAST	855326	8/20/1968	Registered
United States	MAGIC SHIELD	1291703	8/28/1984	Registered
United States	MARY'S MOO MOOS	2375125	8/8/2000	Registered
United States	MEDITERRANEAN INSPIRATIONS	78/828763	3/3/2006	Filing Date
United States	MILIEU ENVIRONMENT FROM ENESCO	2809894	2/3/2004	Registered
United States	QUALITY PLUS	1637947	3/12/1991	Registered
United States	SELECTIVES	1358829	9/10/1985	Registered
United States	SILENT MAID	556951	4/1/1952	Registered
United States	SILENT MAID	561875	7/22/1952	Registered
United States	SLIMLINE <i>Slmlne</i>	629965	7/31/1996	Registered
United States	SPIRITUELLE	2721234	6/3/2003	Registered
United States	STANLEY (stylized) STANLEY	636462	10/30/1956	Registered
United States	STANLEY (stylized) STANLEY	669463	11/11/1958	Registered
United States	STANLEY HOME PRODUCTS & Design 	1250098	9/6/1983	Registered
United States	STANLEY HOME PRODUCTS	2251533	6/8/1999	Registered

Country	Mark Name	Registration Number	Registration Date	Status
United States	STANLEY HOME PRODUCTS	2251534	6/8/1999	Registered
United States	STANLEY HOME PRODUCTS	2253763	6/15/1999	Registered
United States	STANLEY HOME PRODUCTS	2253764	6/15/1999	Registered
United States	STANLEY HOME PRODUCTS	2253765	6/15/1999	Registered
United States	STANLEY HOME PRODUCTS	2253766	6/15/1999	Registered
United States	STANLEY HOME PRODUCTS	2253767	6/15/1999	Registered
United States	STANLEY HOME PRODUCTS	2255730	6/22/1999	Registered
United States	STANLEY HOME PRODUCTS	2360401	6/20/2000	Registered
United States	STANLEY	1337482	5/28/1985	Registered
United States	STANLEY	877467	9/23/1969	Registered
United States	STAN-WICK (stylized) Stan-Wick	426252	12/24/1946	Registered
United States	TEDDIES TO CHERISH	2895951	10/19/2004	Registered
United States	TEDDIES TO CHERISH	2973908	7/19/2005	Registered
United States	THE ENESCO TREASURY OF CHRISTMAS ORNAMENTS	1507335	10/4/1988	Registered
United States	TOUCHING LIVES WITH BEAUTY AND EMOTION	2534539	1/19/2002	Registered
United States	TRY-IT <i>Try-It</i>	591418	6/15/1954	Registered
United States	TWO BY TWO	78/829716	3/3/2006	Filing Date
West Germany	ENESCO & Design	1076615	5/3/1985	Registered







SCHEDULE A

Gregg Manufacturing

Country	Mark Name	Registration Number	Registration Date	Status
United States	CREATIONS 	2497748	10/16/2001	Registered
United States	GREGG	2071612	6/17/1997	Registered

SCHEDULE A

Enesco Limited

Country	Mark Name	Registration Number	Registration Date	Status
Australia	LILLIPUT LANE	673308	9/21/95	Registered
Community Trademark	BORDER FINE ARTS & Design 	196816	4/20/00	Registered
Community Trademark	BORDER FINE ARTS SOCIETY LOGO 	1772482	8/20/01	Registered
Community Trademark	BORDER FINE ARTS STUDIO LOGO 	1772516	9/27/01	Registered
Community Trademark	BORDERS FINE ART (block letter)	1476092	3/9/01	Registered
Community Trademark	BORDERS FINE ART CLASSIC LOGO 	1777606	8/24/01	Registered
Community Trademark	CARTE BLANCHE	2536225	5/22/03	Registered
Community Trademark	ENESCO HOME TRAVELLER LOGO (2) 	1866235	9/11/00	Registered
Community Trademark	ENESCO HOME TRAVELLER LOGO 	1571587	3/20/00	Registered
Community Trademark	FARMERS MARKET		7/7/03	Registered
Community Trademark	LILLIPUT LANE	196782	12/9/98	Registered
France	CARLTON	1513993	2/16/89	Registered
France	DIAMANT	92/428808	7/24/92	Registered
France	GAULT	1331209	7/25/85	Registered
France	J. CARLTON	1620423	8/31/90	Registered
France	LA COLOMBE	94/508004	2/22/94	Registered
France	PARISSIMO	94/508003	2/22/94	Registered
France	XO	94/528225	7/8/94	Registered
Great Britain	AMORPHITE	1257823	10/1/96	Registered


Country	Mark Name	Registration Number	Registration Date	Status
Great Britain	GULLIVER'S WORLD	1447800	11/17/90	Registered
Great Britain	LILLIPUT LANE COLLECTORS CLUB	2217451	12/16/99	Registered
Great Britain	STUDIOS OF LILLIPUT LANE	2017584	4/13/95	Registered
Great Britain	THORIONWARE	1304580	3/20/87	Registered
Hong Kong	LILLIPUT LANE	407/1993	7/17/90	Registered
International	GAULT	504453	7/21/86	Registered
International	J. CARLTON	574992	3/28/91	Registered
Japan	BORDER FINE ARTS	2599437	11/10/93	Registered
New Zealand	LILLIPUT LANE	203303	7/13/90	Registered
Switzerland	LILLIPUT LANE	409153	4/20/94	Registered
United States	BORDER FINE ARTS	1319419	2/21/85	Registered
United States	LILLIPUT LANE (stylized) 	2405198	11/21/00	Registered
United States	LILLIPUT LANE	2405197	11/21/00	Registered

EXHIBIT 1ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, _____ a corporation organized and existing under the laws of the State of _____, having a place of business at _____ (the "Assignor"), is the owner of the registrations of and pending registration applications for the trademarks and service marks (the "Marks") in the United States Patent and Trademark Office identified on the Annex hereto; and

WHEREAS, Bank of America, N.A., a national banking association having an address at 100 Federal Street, Boston, Massachusetts 02110 (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment on this ____ day of _____, 20__.

[ASSIGNOR]

By: _____
Name:
Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the ____ day of _____, 20__.

BANK OF AMERICA, N.A., as Agent

By: _____
Name:
Title:

STATE OF)
) ss.
COUNTY OF)

Before me, the undersigned, on this ____ day of _____, 2006, personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that he is the _____ of [ASSIGNOR], and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My commission expires:

ANNEX

Trademark
or
Service Mark

Registrations --
United States Patent and Trademark Office
Registration No. Registration Date


Trademark
or
Service Mark

Pending Applications --
United States Patent and Trademark Office
Serial No. Filing Date


Trademark Application Numbers**ENESCO GROUP INC.**

Country	Mark Name	Application Number	Filing Date	Status
United States	E & Design (Gift Box Logo)	78/831174	3/7/2006	Applied For
United States	GREGG GIFT Logo	78/753878	11/15/2005	Applied For
United States	GROW IN GRACE	78/828859	3/3/2006	Applied For
United States	MEDITERRANEAN INSPIRATIONS	78/828763	3/3/2006	Applied For
United States	TWO BY TWO	78/829716	3/3/2006	Applied For


Trademark Registration Numbers**ENESCO GROUP INC.**

Country	Mark Name	Registration Number	Registration Date	Status
United States	AQUILAUN	847733	4/16/1968	Registered
United States	BIG WHEEL	890219	4/28/1970	Registered
United States	SLIMLINE	1189366	2/9/1982	Registered
United States	CALICO KITTENS	1946341	1/9/1996	Registered
United States	CHERISHED RETAILER	2565934	4/30/2002	Registered
United States	CHERISHED TEDDIES BY ENESCO & Design 	2516829	12/11/2001	Registered
United States	CHERISHED TEDDIES	1756896	3/9/1993	Registered
United States	CHERISHED TEDDIES	1846683	7/26/1994	Registered
United States	CHERISHED TEDDIES	1846853	7/16/1994	Registered
United States	CHERISHED TEDDIES	1850689	8/23/1994	Registered
United States	CHERISHED TEDDIES	1854690	9/20/1994	Registered
United States	CHERISHED TEDDIES	2354727	6/6/2000	Registered
United States	CHERISHED TEDDIES	2395261	10/17/2000	Registered
United States	CHERISHED TEDDIES	2484954	9/4/2001	Registered
United States	COMMANDER	610392	8/9/1955	Registered
United States	COOL-A-PED	623248	3/13/1956	Registered
United States	COUNTRYGATE	2824274	3/23/2004	Registered


Country	Mark Name	Registration Number	Registration Date	Status
United States	ENDA-BUG	863709	1/14/1969	Registered
United States	ENESCO	1335414	5/14/1985	Registered
United States	ENESCO	1329471	4/9/1985	Registered
United States	ENESCO	1330918	4/16/1985	Registered
United States	ENESCO	1333278	4/30/1985	Registered
United States	ENESCO	1332795	4/30/1985	Registered
United States	ENESCO	1336916	5/21/1985	Registered
United States	ENESCO	1390930	4/22/1986	Registered
United States	FESTIVITIES BY ENESCO	2470214	7/17/2001	Registered
United States	FESTIVITIES BY ENESCO	2510901	11/20/2001	Registered
United States	FESTIVITIES BY ENESCO	2550420	3/19/2002	Registered
United States	FESTIVITIES BY ENESCO	2570355	5/14/2002	Registered
United States	FESTIVITIES BY ENESCO	2605158	8/6/2002	Registered
United States	FESTIVITIES BY ENESCO	2632141	10/8/2002	Registered
United States	FESTIVITIES BY ENESCO	2632142	10/8/2002	Registered
United States	FESTIVITIES BY ENESCO	2640031	10/22/2002	Registered
United States	FIRST MATE	903999	12/8/1970	Registered
United States	FOUNDATIONS	2838698	5/4/2004	Registered
United States	GERM-TROL	401156	4/27/1943	Registered
United States	GROWING UP	1237382	5/10/1983	Registered
United States	HEARTWOOD CREEK	3078451	4/11/2006	Registered
United States	LADY CATHERINE	1055594	1/4/1977	Registered
United States	LEGEND OF LOVE	806478	3/29/1966	Registered
United States	LIFE IS A CAROUSEL	2439488	3/27/2001	Registered
United States	LOOK SEE	977889	1/29/1974	Registered
United States	LUSTRE LAST	855326	8/20/1968	Registered
United States	MAGIC SHIELD	1291703	8/28/1984	Registered
United States	MARY'S MOO MOOS	2375125	8/8/2000	Registered
United States	MILIEU ENVIRONMENT FROM ENESCO	2809894	2/3/2004	Registered
United States	QUALITY PLUS	1637947	3/12/1991	Registered
United States	SELECTIVES	1358829	9/10/1985	Registered
United States	SILENT MAID	556951	4/1/1952	Registered
United States	SILENT MAID	561875	7/22/1952	Registered
United States	SLIMLINE <i>Slimeline</i>	629965	7/31/1996	Registered
United States	SPIRITUELLE	2721234	6/3/2003	Registered

Country	Mark Name	Registration Number	Registration Date	Status
United States	STANLEY (stylized) STANLEY	636462	10/30/1956	Registered
United States	STANLEY (stylized) STANLEY	669463	11/11/1958	Registered
United States	STANLEY HOME PRODUCTS & Design 	1250098	9/6/1983	Registered
United States	STANLEY HOME PRODUCTS	2251533	6/8/1999	Registered
United States	STANLEY HOME PRODUCTS	2251534	6/8/1999	Registered
United States	STANLEY HOME PRODUCTS	2253763	6/15/1999	Registered
United States	STANLEY HOME PRODUCTS	2253764	6/15/1999	Registered
United States	STANLEY HOME PRODUCTS	2253765	6/15/1999	Registered
United States	STANLEY HOME PRODUCTS	2253766	6/15/1999	Registered
United States	STANLEY HOME PRODUCTS	2253767	6/15/1999	Registered
United States	STANLEY HOME PRODUCTS	2255730	6/22/1999	Registered
United States	STANLEY HOME PRODUCTS	2360401	6/20/2000	Registered
United States	STANLEY	1337482	5/28/1985	Registered
United States	STANLEY	877467	9/23/1969	Registered
United States	STAN-WICK (stylized) Stan-WICK	426252	12/24/1946	Registered
United States	TEDDIES TO CHERISH	2895951	10/19/2004	Registered
United States	TEDDIES TO CHERISH	2973908	7/19/2005	Registered
United States	THE ENESCO TREASURY OF CHRISTMAS ORNAMENTS	1507335	10/4/1988	Registered
United States	TOUCHING LIVES WITH BEAUTY AND EMOTION	2534539	1/19/2002	Registered
United States	TRY-IT <i>Try-It</i>	591418	6/15/1954	Registered

GREGG MANUFACTURING, INC.

Country	Mark Name	Registration Number	Registration Date	Status
United States	CREATIONS 	2497748	10/16/2001	Registered
United States	GREGG	2071612	6/17/1997	Registered

ENESCO LIMITED

Country	Mark Name	Registration Number	Registration Date	Status
United States	BORDER FINE ARTS	1319419	2/21/85	Registered
United States	LILLIPUT LANE (stylized) 	2405198	11/21/00	Registered
United States	LILLIPUT LANE	2405197	11/21/00	Registered