TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353011

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Grant of Security Interest in United States Trademarks, Term Loan Security Agreement
RESUBMIT DOCUMENT ID:	900335215

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Anagram International, Inc.		08/19/2015	Corporation: Minnesota:

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as administrative agent and collateral agent
Street Address:	277 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10172
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4459321	AIRBILDR
Registration Number:	4516356	AIRBILDR
Registration Number:	4509550	VALUELINE BALLOONS PLUS
Registration Number:	4509551	VALUELINE BALLOONS PLUS
Registration Number:	4322435	HELIUM SAVERS
Registration Number:	3322673	XL XTRALIFE
Registration Number:	3002460	SING A TUNE BALLOONS
Registration Number:	2598449	SING-A-TUNE
Registration Number:	2052521	
Registration Number:	2052522	ANAGRAM
Registration Number:	1905750	ANAGRAM
Registration Number:	1533437	AIRWALKERS

CORRESPONDENCE DATA

Fax Number: 2134522329

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name:	Justine Lu/White & Case LLP
Address Line 1:	555 South Flower Street, Suite 2700
Address Line 4:	Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1107993-0179-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	08/27/2015

Total Attachments: 10

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GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

This GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Agreement"), dated as of August 19, 2015, is entered into by **AMSCAN INC.**, a New York corporation with principal offices at 80 Grasslands Road, Elmsford, NY 10523, **AM-SOURCE, LLC**, a Rhode Island limited liability company with principal offices at 80 Grasslands Road, Elmsford, NY 10523, **ANAGRAM INTERNATIONAL, INC.**, a Minnesota corporation with principal offices at 7700 Anagram Drive, Eden Prairie, MN 55344, **PARTY CITY CORPORATION**, a Delaware corporation with principal offices at 25 Green Pond Road, Rockaway, NJ 07866, **PARTY CITY HOLDINGS, INC.**, a Delaware corporation with principal offices at 80 Grasslands Road, Elmsford, NY 10523, **US BALLOON MANUFACTURING CO., INC.**, a New York corporation with principal offices at 80 Grasslands Road, Elmsford, NY 10523, and **TRISAR, INC.**, a California corporation with principal offices at 80 Grasslands Road, Elmsford, NY 10523, (each, a "Grantor") and **JPMORGAN CHASE BANK, N.A.** (the "Grantee"), a United States banking association having its principal offices at 277 Park Avenue, New York, NY 10172, as administrative agent and collateral agent (collectively, in such capacities, the "Agent").

WHEREAS, the Grantors are the owner of all right, title and interest in and to the United States trademarks and associated United States trademark registrations and applications for registration set forth in Schedule A attached hereto (collectively, the "Trademarks");

WHEREAS, Grantee desires to acquire a security interest in the Trademarks; and

WHEREAS, the Grantors are willing to grant to the Grantee a security interest in and lien upon the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Pledge and Security Agreement, dated as of August 19, 2015, made by the Grantors, the other assignors from time to time party thereto and the Grantee (as amended, modified, restated and/or supplemented from time to time, the "ABL Security Agreement"), the Grantors and Grantee agree as follows:

i. Grant of Security Interest

a. The Grantors hereby assigns to the Grantee as collateral security, and grants to the Grantee a continuing security interest in, to and under (i) the Trademarks; (ii) all Proceeds (as such term is defined in the ABL Security Agreement) and products of the Trademarks, and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

b. This Agreement has been granted in conjunction with the security interest granted to the Grantee under the ABL Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the ABL 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 ABL Security Agreement, the provisions of the ABL Security Agreement shall govern.

ii. Termination of Security Interest

Upon the occurrence of the termination of the ABL Security Agreement, the Grantee shall execute, acknowledge, and deliver to the Grantors an instrument in writing releasing the security interest in the Trademarks acquired under this Agreement.

iii. Authorization; Constitution

To the extent applicable, the parties hereto authorize and request that the Commissioner of Trademarks and Trademarks of the United States (and, as applicable, the corresponding entities or agencies in any applicable foreign countries) to record this security interest in the Trademarks.

iv. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

v. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantee the Grantors and their respective successors and assigns. The Grantors shall not, without the prior written consent of the Collateral Agent given in accordance with the ABL Security Agreement, assign any right, duty or obligation hereunder.

vi. Intercreditor Agreement Acknowledgment

Notwithstanding anything herein to the contrary, the liens and security interests granted to the Grantee pursuant to this Agreement in any Term Loan First Lien Collateral and the exercise of any right or remedy by the Grantee with respect to any Term Loan First Lien Collateral hereunder are subject to the provisions of the Intercreditor Agreement, dated as of August 19, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among PC Intermediate Holdings, Inc., a Delaware corporation, Party City Holdings Inc., a Delaware corporation, Party City Corporation, a Delaware corporation, the other Grantors from time to time party thereto, JPMorgan Chase Bank, N.A. ("JPM"), as ABL Facility Security Agent, Deutsche Bank AG New York Branch ("DBNY"), as Term Loan Security Agent, and certain other Persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

vii. Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[Remainder of this page intentionally left blank; signature page follows]

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

GRANTORS:

PARTY CITY HOLDINGS INC.

By: _____
Name: Michael A. Correale
Title: Chief Financial Officer

PARTY CITY CORPORATION
ANAGRAM INTERNATIONAL, INC.
AM-SOURCE, LLC
AMSCAN INC.
U.S. BALLOON MANUFACTURING CO., INC.
TRISAR, INC.

By: _____
Name: Michael A. Correale
Title: Vice President

[Signature Page to Party City ABL Trademark Grant]

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

JPMORGAN CHASE BANK, N.A.,
as Agent and Grantee

By _____
Name: Salvatore P. Demma
Title: Authorized Officer

[Signature Page to Party City ABL Trademark Grant]

SCHEDULE A

TRADEMARKS

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name
ENTERTAIN WITH STYLE	**App** 77982908	**App** 23-MAR-2010	**Reg** 4115506	**Reg** 20-MAR-2012	AMSCAN INC.
ENTERTAIN WITH STYLE	**App** 77983562	**App** 23-MAR-2010	**Reg** 4400448	**Reg** 10-SEP-2013	AMSCAN INC.
GRASSLANDS ROAD	**App** 77982090	**App** 02-MAR-2010	**Reg** 3999921	**Reg** 19-JUL-2011	AMSCAN INC.
TIPSY-RITA	**App** 77947962	**App** 02-MAR-2010	**Reg** 3915161	**Reg** 01-FEB-2011	AMSCAN INC.
GRASSLANDS ROAD	**App** 77948150	**App** 02-MAR-2010	**Reg** 4100329	**Reg** 14-FEB-2012	AMSCAN INC.
TIPSY-TINI	**App** 77877189	**App** 20-NOV-2009	**Reg** 3891279	**Reg** 14-DEC-2010	AMSCAN INC.
FUN SHADES	**App** 77734022	**App** 11-MAY-2009	**Reg** 3848618	**Reg** 14-SEP-2010	AMSCAN INC.
DAZZLERS	**App** 77377420	**App** 22-JAN-2008	**Reg** 3750312	**Reg** 16-FEB-2010	AMSCAN INC.
TREND SETTERS	**App** 74096302	**App** 11-SEP-1990	**Reg** 1833020	**Reg** 26-APR-1994	AMSCAN INC.
TREND SETTERS	**App** 74089587	**App** 20-AUG-1990	**Reg** 1670058	**Reg** 31-DEC-1991	AMSCAN INC.
PARTY IMPRESSIONS	**App** 86008511	**App** 12-JUL-2013	**Reg** 4569802	**Reg** 15-JUL-2014	AMSCAN, INC.
RAZZLE DAZZLE	**App** 78148286	**App** 29-JUL-2002	**Reg** 2917947	**Reg** 11-JAN-2005	AMSCAN, INC.
CAR ART	**App** 78101309	**App** 07-JAN-2002	**Reg** 2762867	**Reg** 09-SEP-2003	AMSCAN, INC.
AMSCAN	**App** 73173018	**App** 05-JUN-1978	**Reg** 1146105	**Reg** 20-JAN-1981	AMSCAN, INC.
CRYSTAL GLAZE	**App** 73697940	**App** 27-NOV-1987	**Reg** 1495147	**Reg** 05-JUL-1988	AM-SOURCE, LLC
ELEGANT TOUCH	**App** 73697941	**App** 27-NOV-1987	**Reg** 1495148	**Reg** 05-JUL-1988	AM-SOURCE, LLC
FESTIVE OCCASION	**App** 73514983	**App** 24-DEC-1984	**Reg** 1359262	**Reg** 10-SEP-1985	AM-SOURCE, LLC
AIRBILDR	**App** 86028559	**App** 05-AUG-2013	**Reg** 4459321	**Reg** 31-DEC-2013	ANAGRAM INTERNATIONAL, INC.

AIRBILDR	**App** 85948860	**App** 03-JUN-2013	**Reg** 4516356	**Reg** 15-APR-2014	ANAGRAM INTERNATIONAL, INC.
VALUELINE BALLOONS PLUS	**App** 85938620	**App** 21-MAY-2013	**Reg** 4509550	**Reg** 08-APR-2014	ANAGRAM INTERNATIONAL, INC.
VALUELINE BALLOONS PLUS	**App** 85938638	**App** 21-MAY-2013	**Reg** 4509551	**Reg** 08-APR-2014	ANAGRAM INTERNATIONAL, INC.
HELIUM SAVERS	**App** 85744847	**App** 03-OCT-2012	**Reg** 4322435	**Reg** 16-APR-2013	ANAGRAM INTERNATIONAL, INC.
XL XTRALIFE	**App** 77072549	**App** 28-DEC-2006	**Reg** 3322673	**Reg** 30-OCT-2007	ANAGRAM INTERNATIONAL, INC.
SING-A-TUNE BALLOONS	**App** 76977684	**App** 09-AUG-2002	**Reg** 3002460	**Reg** 27-SEP-2005	ANAGRAM INTERNATIONAL, INC.
SING-A-TUNE	**App** 75707523	**App** 17-MAY-1999	**Reg** 2598449	**Reg** 23-JUL-2002	ANAGRAM INTERNATIONAL, INC.
Design Only	**App** 75087368	**App** 12-APR-1996	**Reg** 2052521	**Reg** 15-APR-1997	ANAGRAM INTERNATIONAL, INC.
ANAGRAM	**App** 75087374	**App** 12-APR-1996	**Reg** 2052522	**Reg** 15-APR-1997	ANAGRAM INTERNATIONAL, INC.
ANAGRAM	**App** 74457658	**App** 12-NOV-1993	**Reg** 1905750	**Reg** 18-JUL-1995	ANAGRAM INTERNATIONAL, INC.
AIRWALKERS	**App** 73746711	**App** 17-AUG-1988	**Reg** 1533437	**Reg** 04-APR-1989	ANAGRAM INTERNATIONAL, INC.
FACTORY CARD OUTLET	**App** 75179338	**App** 03-OCT-1996	**Reg** 2093234	**Reg** 02-SEP-1997	FACTORY CARD OUTLET OF AMERICA, LTD.[1]
FACTORY CARD & PARTY OUTLET	**App** 76380143	**App** 08-MAR-2002	**Reg** 2683184	**Reg** 04-FEB-2003	FACTORY CARD OUTLET OF AMERICA, LTD. [2]
FACTORY CARD & PARTY OUTLET	**App** 76380142	**App** 08-MAR-2002	**Reg** 2668943	**Reg** 31-DEC-2002	FACTORY CARD OUTLET OF AMERICA, LTD[3]

[1] Factory Card Outlet of America, Ltd. dissolved as of 12/26/12 and assets transferred to Factory Card & Party Outlet Corp. Factory Card & Party Outlet Corp. merged into Party City Corp. as of 12/27/12.

[2] Factory Card Outlet of America, Ltd. dissolved as of 12/26/12 and assets transferred to Factory Card & Party Outlet Corp. Factory Card & Party Outlet Corp. merged into Party City Corp. as of 12/27/12.

[3] Factory Card Outlet of America, Ltd. dissolved as of 12/26/12 and assets transferred to Factory Card & Party Outlet Corp. Factory Card & Party Outlet Corp. merged into Party City Corp. as of 12/27/12.

PARTY MANIA	**App** 74801544	**App** 06-MAR-1992	**Reg** 1834213	**Reg** 03-MAY-1994	FACTORY CARD OUTLET OF AMERICA, LTD.[4]
HALLOWEEN CITY				**Reg** 01-SEP-2010 (WI State)	GAGS AND GAMES, INC. (N/K/A PARTY CITY CORPORATION)
HALLOWEEN USA			**Reg** 1840438	**Reg** 04-MAR-2009 (OH State)	GAGS AND GAMES, INC. (N/K/A PARTY CITY CORPORATION)
PARTY USA			**Reg** 1445491	**Reg** 01-MAR-2004 (OH State)	GAGS AND GAMES, INC. (N/K/A PARTY CITY CORPORATION)
HALLOWEEN CITY			**Reg** 10179515	**Reg** 18-JUL-2013 (NE State)	PARTY CITY CORPORATION
HALLOWEEN CITY			**Reg** 575507	**Reg** 28-JUN-2013 (AZ State)	PARTY CITY CORPORATION
PARTYCITY	**App** 85737516	**App** 25-SEP-2012	**Reg** 4538744	**Reg** 27-MAY-2014	PARTY CITY CORPORATION
FANRAGEOUS	**App** 85565244	**App** 09-MAR-2012	**Reg** 4325682	**Reg** 23-APR-2013	PARTY CITY CORPORATION
ECO PARTY	**App** 85426121	**App** 19-SEP-2011	**Reg** 4337016	**Reg** 21-MAY-2013	PARTY CITY CORPORATION
NOBODY HAS MORE PARTY FOR LESS	**App** 85103891	**App** 10-AUG-2010	**Reg** 3943884	**Reg** 12-APR-2011	PARTY CITY CORPORATION
NOBODY HAS MORE HALLOWEEN FOR LESS	**App** 77813267	**App** 26-AUG-2009	**Reg** 3749824	**Reg** 16-FEB-2010	PARTY CITY CORPORATION
ECOPARTY	**App** 77405846	**App** 26-FEB-2008	**Reg** 4067435	**Reg** 06-DEC-2011	PARTY CITY CORPORATION
FAVOR CITY	**App** 77253663	**App** 13-AUG-2007	**Reg** 3886621	**Reg** 07-DEC-2010	PARTY CITY CORPORATION
CANDY CITY	**App** 77253656	**App** 13-AUG-2007	**Reg** 3577211	**Reg** 17-FEB-2009	PARTY CITY CORPORATION
MORE PARTY FOR YOUR DOLLAR	**App** 78617151	**App** 26-APR-2005	**Reg** 3370294	**Reg** 15-JAN-2008	PARTY CITY CORPORATION
PARTY CITY	**App** 78369317	**App** 17-FEB-2004	**Reg** 3610286	**Reg** 21-APR-2009	PARTY CITY CORPORATION
AMERICA'S #1 PARTY STORE	**App** 78230170	**App** 26-MAR-2003	**Reg** 2895330	**Reg** 19-OCT-2004	PARTY CITY CORPORATION

[4] Factory Card Outlet of America, Ltd. dissolved as of 12/26/12 and assets transferred to Factory Card & Party Outlet Corp. Factory Card & Party Outlet Corp. merged into Party City Corp. as of 12/27/12.

HALLOWEEN COSTUME WAREHOUSE	**App** 78140220	**App** 01-JUL-2002	**Reg** 2802262	**Reg** 06-JAN-2004	PARTY CITY CORPORATION
THE DISCOUNT PARTY SUPER STORE	**App** 74669752	**App** 04-MAY-1995	**Reg** 1974890	**Reg** 21-MAY-1996	PARTY CITY CORPORATION
PARTY CITY	**App** 74370998	**App** 23-MAR-1993	**Reg** 1811298	**Reg** 14-DEC-1993	PARTY CITY CORPORATION
PARTY CITY	**App** 74371000	**App** 23-MAR-1993	**Reg** 1806095	**Reg** 23-NOV-1993	PARTY CITY CORPORATION
HALLOWEEN COSTUME WAREHOUSE	**App** 74342519	**App** 21-DEC-1992	**Reg** 1815585	**Reg** 04-JAN-1994	PARTY CITY CORPORATION
PARTY CITY	**App** 73771790	**App** 27-DEC-1988	**Reg** 1553347	**Reg** 22-AUG-1989	PARTY CITY CORPORATION
MIX IT. MATCH IT. MAKE IT YOUR OWN!	**App** 86447978	**App** 07-NOV-2014	**Reg** 4764185	**Reg** 30-JUN-2015	PARTY CITY HOLDINGS INC.
BE A CHARACTER	**App** 86174394	**App** 24-JAN-2014	**Reg** 4616613	**Reg** 07-OCT-2014	PARTY CITY HOLDINGS INC.
TREAT CITY	**App** 86975223	**App** 13-JAN-2014	**Reg** 4622622	**Reg** 14-OCT-2014	PARTY CITY HOLDINGS INC.
PARTY CITY CARES	**App** 85945300	**App** 29-MAY-2013	**Reg** 4422110	**Reg** 22-OCT-2013	PARTY CITY HOLDINGS INC.
PARTYSUITS	**App** 85901279	**App** 11-APR-2013	**Reg** 4445365	**Reg** 03-DEC-2013	PARTY CITY HOLDINGS INC.
PARTY CITY CARES	**App** 85881070	**App** 20-MAR-2013	**Reg** 4421796	**Reg** 22-OCT-2013	PARTY CITY HOLDINGS INC.
COSTUMESUSA	**App** 85651549	**App** 14-JUN-2012	**Reg** 4351776	**Reg** 11-JUN-2013	PARTY CITY HOLDINGS INC.
HALLOWEEN CITY	**App** 85068262	**App** 22-JUN-2010	**Reg**	**Reg** 01-NOV-2011	PARTY CITY HOLDINGS INC.
YOUR COSTUME SUPERSTORE	**App** 85068285	**App** 22-JUN-2010	**Reg** 3960130	**Reg** 10-MAY-2011	PARTY CITY HOLDINGS INC.
HALLOWEEN CITY YOUR COSTUME SUPERSTORE	**App** 85068303	**App** 22-JUN-2010	**Reg** 4007391	**Reg** 02-AUG-2011	PARTY CITY HOLDINGS INC.
HALLOWEEN CITY	**App** 85017319	**App** 19-APR-2010	**Reg** 3886016	**Reg** 07-DEC-2010	PARTY CITY HOLDINGS INC.
HALLOWEEN CITY	**App** 77656722	**App** 26-JAN-2009	**Reg** 3788299	**Reg** 11-MAY-2010	PARTY CITY HOLDINGS INC.
SO MUCH FOR SO LITTLE, IT'S SPOOKY!	**App** 85651653	**App** 14-JUN-2012	**Reg** 4365886	**Reg** 09-JUL-2013	PARTY CITY HOLDINGS INC.

PARTY AMERICA	**App** 85482524	**App** 29-NOV-2011	**Reg** 4270819	**Reg** 08-JAN-2013	PARTY CITY HOLDINGS INC.
WHO YOU GONNA BE?	**App** 85464828	**App** 04-NOV-2011	**Reg** 4216721	**Reg** 02-OCT-2012	PARTY CITY HOLDINGS INC.
PARTY CITY HOLDINGS	**App** 85455751	**App** 25-OCT-2011	**Reg** 4266743	**Reg** 01-JAN-2013	PARTY CITY HOLDINGS INC.
SCENE SETTERS	**App** 85403735	**App** 22-AUG-2011	**Reg** 4197137	**Reg** 28-AUG-2012	PARTY CITY HOLDINGS INC.
SUPER ROLL	**App** 75167624	**App** 17-SEP-1996	**Reg** 2113189	**Reg** 11-NOV-1997	PA ACQUISITION CORP. (N/K/A PARTY CITY CORPORATION)
GREAT PARTY	**App** 74242933	**App** 03-FEB-1992	**Reg** 1766370	**Reg** 20-APR-1993	PA ACQUISITION CORP. (N/K/A PARTY CITY CORPORATION)
THE PAPER FACTORY	**App** 73688429	**App** 07-OCT-1987	**Reg** 1517587	**Reg** 20-DEC-1988	PA ACQUISITION CORP. (N/K/A PARTY CITY CORPORATION)
GREETING BALLOONS	**App** 73821939	**App** 28-AUG-1989	**Reg** 1595867	**Reg** 08-MAY-1990	TRISAR INC.
YA OTTA PIÑATA	**App** 77664486	**App** 05-FEB-2009	**Reg** 3669193	**Reg** 18-AUG-2009	TRISAR, INC.
STACK-N-WEIGHT	**App** 85312720	**App** 04-MAY-2011	**Reg** 4191658	**Reg** 14-AUG-2012	US BALLOON MANUFACTURING CO., INC.
CLIP-N-WEIGHT	**App** 76296890	**App** 07-AUG-2001	**Reg** 2540488	**Reg** 19-FEB-2002	US BALLOON MANUFACTURING CO., INC.
BELLY BEARS	**App** 73564952	**App** 24-OCT-1985	**Reg** 1409598	**Reg** 16-SEP-1986	US BALLOON MANUFACTURING CO., INC.
U.S. BALLOON	**App** 73450148	**App** 28-OCT-1983	**Reg** 1350802	**Reg** 23-JUL-1985	US BALLOON MANUFACTURING CO., INC.
YOUR CELEBRATION STARTS HERE	**App** 85787117	App 26-NOV-2012			PARTY CITY CORPORATON
TREAT CITY	**App** 86163565	App 13-JAN-2014			PARTY CITY HOLDINGS INC.
CLASSIC CHOICE	**App** 86597975	App 15-APR-2015			PARTY CITY HOLDINGS INC.
OFFICIALLY RETIRED	**App** 86595005	App 13-APR-2015			PARTY CITY HOLDINGS INC.

21 FINALLY LEGAL	**App** 86593194	App 10-APR-2015			PARTY CITY HOLDINGS INC.
SENIOR MOMENTS	**App** 86327049	App 02-JUL-2014			PARTY CITY HOLDINGS INC.
SENIOR MOMENTS	**App** 86327193	App 02-JUL-2014			PARTY CITY HOLDINGS INC.