

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM454548

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CTI Industries Corporation		12/14/2017	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association, as Agent		
<b>Street Address:</b>	500 First Avenue, 4th Floor		
<b>Internal Address:</b>	(P7-PFSC-04-L)		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1211711	SUPERLOON	
<b>Registration Number:</b>	1291308	MINILOON	
<b>Registration Number:</b>	1616702	CTI	
<b>Registration Number:</b>	1863271	DAZZELOONS	
<b>Registration Number:</b>	1841922	ULTRALOON	
<b>Registration Number:</b>	4062373	PARTY LOONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637865		
<i>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.</i>			
<b>Phone:</b>	312-201-3865		
<b>Email:</b>	sharon.patterson@goldbergkohn.com		
<b>Correspondent Name:</b>	Sharon Patterson, Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd., 55 E. Monroe St.		
<b>Address Line 2:</b>	Ste. 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	4033.149		
<b>NAME OF SUBMITTER:</b>	Sharon Patterson		
<b>SIGNATURE:</b>	/sharon patterson/		

OP \$165.00 1211711

<b>DATE SIGNED:</b>	12/14/2017
---------------------	------------

**Total Attachments: 5**

source=CTI TM#page1.tif

source=CTI TM#page2.tif

source=CTI TM#page3.tif

source=CTI TM#page4.tif

source=CTI TM#page5.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of December 14, 2017, by CTI INDUSTRIES CORPORATION, an Illinois corporation (the "Grantor"), with its mailing address of 22160 N. Pepper Road, Barrington, IL 60010, in favor of PNC BANK, NATIONAL ASSOCIATION, as agent (in such capacity, "Agent") for the Lenders (as defined below), with its mailing address of One North Franklin Street, Chicago, Illinois 60606.

### W I T N E S S E T H

WHEREAS, the Grantor, certain affiliates of the Grantor from time to time party thereto, Agent and the other lenders from time to time party thereto (collectively, the "Lenders") have entered into a certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to the Borrowers thereunder by Agent and Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for itself and the ratable benefit of Lenders, a security interest in substantially all of the assets of such Grantor;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Agent, for itself and the ratable benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

a) each trademark, trademark application and/or trademark registration listed on Schedule 1 annexed hereto, together with any renewals, continuations, or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademark, trademark application and/or trademark registration; and

b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, or future (i) infringement or dilution of any trademark, trademark application and/or trademark registration, or (ii) injury to the goodwill associated with any trademark, trademark application and/or trademark registration.

3. Credit Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Secured Parties, pursuant to the Credit Agreement. Grantor hereby acknowledges and

affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Termination. Upon the payment and satisfaction in full of all Obligations in accordance with Section 1.4 of the Credit Agreement, the security interests created under this Agreement shall terminate and the Agent shall execute and deliver such documents and instruments reasonably requested by Grantor to evidence termination of such security interests including, without limitation, the execution of all termination statements and other instruments necessary or advisable to terminate and cancel such security interests in the United States Patent and Trademark Office or any recording offices of any applicable jurisdiction of any of the Trademark Collateral.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each party to this Agreement.

6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic transmission (including email transmission of a PDF image) shall be effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURE PAGES FOLLOW]


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

CTI INDUSTRIES CORPORATION,  
an Illinois corporation, as Grantor

By: Stephen M. Merrick  
Name: Stephen M. Merrick  
Title: CEO

Agreed and Accepted

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: James Clifton  
Its: Senior Vice President

**SCHEDULE 1**

**TRADEMARKS**

<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>REG. NUMBER</b>	<b>REG. DATE</b>
Superloon	73327740	1211711	10/5/1982
Miniloon	73417852	1291308	8/21/1984
CTI	73838119	1616702	10/9/1990
Dazzeloons	74388514	1863271	11/15/1994
Ultraloon	74432080	1841922	6/28/1994
Party Loons	85161353	4062373	11/29/2011
Balloons Alive	86803554		Application 10/29/2015
Balloons Alive	86803585		Application 10/29/2015