

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589589

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK AG NEW YORK BRANCH		07/30/2020	Corporation: GERMANY
RECEIVING PARTY DATA			
Name:	ANAGRAM INTERNATIONAL, INC.		
Street Address:	7700 Anagram Drive		
City:	Eden Prairie		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	Corporation: MINNESOTA		
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:	2127352000		
<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>			
Phone:	212-735-2811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		

CH \$315.00 4459321

TRADEMARK

Address Line 1: One Manhattan West
Address Line 4: NEW YORK, NEW YORK 10001-8602

ATTORNEY DOCKET NUMBER:	224000/2
NAME OF SUBMITTER:	Andrew Woodard
SIGNATURE:	/Andrew Woodard/
DATE SIGNED:	07/31/2020

Total Attachments: 6
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RELEASE OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

This RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Agreement"), dated as of July 30, 2020, is granted by **DEUTSCHE BANK AG NEW YORK BRANCH**, a branch of Deutsche Bank AG (itself a corporation duly incorporated under the laws of the Federal Republic of Germany and having its principal place of business at Taunusanlage 12, in the city of Frankfurt (Main) and licensed by the New York State Department of Financial Services), with offices at 60 Wall Street, New York, New York 10005 (the "Grantee"), as administrative agent and collateral agent (collectively in such capacities, the "Agent") in favor of **ANAGRAM INTERNATIONAL, INC.**, a Minnesota corporation with principal offices at 7700 Anagram Drive, Eden Prairie, MN 55344 (the "Grantor").

WHEREAS, the Grantor, the other grantors party thereto and the Agent entered into that certain Pledge and Security Agreement, dated as of August 19, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Term Loan Security Agreement");

WHEREAS, pursuant to the Term Loan Security Agreement, the Grantor executed and delivered to the Agent that certain Grant of Security Interest in United States Trademarks dated as of August 19, 2015 (the "Trademark Security Agreement") and recorded with the United States Patent and Trademark Office ("USPTO") on August 21, 2015 at Reel/Frame No. 5605/0413, pursuant to which the Grantor assigned to the Grantee as collateral security, and granted to the Grantee a continuing security interest in, to and under (i) the United States trademarks and associated United States trademark registrations and applications for registration set forth in Schedule A attached hereto (collectively, the "Trademarks"); (ii) all Proceeds (as such term is defined in the Term Loan 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 (collectively, the "Released Trademark Collateral");

WHEREAS, the Grantor desires that the Grantee terminate and release its lien on and security interest in and to all right, title and interest in, to and under all of the Released Trademark Collateral; and

WHEREAS, pursuant to the Officers Certificate and Release, dated as of July 30, 2020, executed and delivered by Party City Holdings, Inc., Anagram Holdings, LLC, Anagram International, Inc. and Anagram International Holdings, Inc., and acknowledged and agreed by the Grantee, the Grantee agreed and acknowledged, inter alia, to release and terminate all security interests and all other liens it may have in the Released Trademark Collateral pursuant to the Term Loan Security Agreement and Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Grantee agree as follows:

- i. Release and Termination of Security Interest

The Grantee hereby irrevocably terminates, releases and discharges fully, without recourse of any kind, its lien on and security interest in and to all right, title and interest in, to and under the Released Trademark Collateral, and reassigns and transfers to the Grantor any and all right, title and interest that the Grantee may have in the Released Trademark Collateral.

ii. Authorization; Constitution

To the extent applicable, the parties hereto authorize and request that the Commissioner of Patents and Trademarks of the USPTO (and, as applicable, the corresponding entities or agencies in any applicable foreign countries) record the termination and release of liens on security interests in the Released Trademark Collateral.

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.

vii. Counterparts

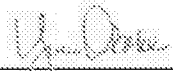
This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement (or any consent or authorization relating hereto) by electronic transmission or facsimile shall be effective and enforceable as delivery of a manually executed counterpart thereof. The Agent will not have any responsibility for determining whether (and makes no representation as to whether) any such counterpart has been duly authorized, executed or delivered or is enforceable against the Grantor. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

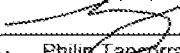
[Signature Pages Follow]

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

[Remainder of this page intentionally left blank]

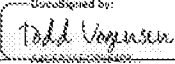
**DEUTSCHE BANK AG NEW YORK
BRANCH,**
as Agent and Grantee

By: 
Name: Yumi Okabe
Title: Vice President
Email: yumi.okabe@db.com
Tel: +44 (20) 754-19412

By: 
Name: Philip Tancorra
Title: Vice President
philip.tancorra@db.com
212-250-6576

GRANTOR:

ANAGRAM INTERNATIONAL, INC.

By:  _____
Name: Todd Vogensen
Title: Vice President & Treasurer

SCHEDULE A

TRADEMARKS

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name
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.

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RECORDED: 07/31/2020

REEL: 007012 FRAME: 0016