

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM589602

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ANAGRAM INTERNATIONAL, INC.		07/30/2020	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANKURA TRUST COMPANY, LLC		
<b>Street Address:</b>	140 Sherman Street		
<b>City:</b>	Fairfield		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06824		
<b>Entity Type:</b>	Limited Liability Company: NEW HAMPSHIRE		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
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	
Registration Number:	5345931	A ANAGRAM	
Registration Number:	5749340	ORBZ	
Registration Number:	5872958	ANGLEZ	
Registration Number:	5872972	EZ-FILL	
Registration Number:	5872984	COLOR BLAST	
Registration Number:	5873198	ULTRASHAPE	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	5873201	INTRICATES
Registration Number:	5873202	INSIDERS
Registration Number:	5883471	SATIN LUXE
Registration Number:	5942130	TWIRLZ
Registration Number:	5948031	SEETHRU
Registration Number:	5971018	CUBEZ
Registration Number:	5971020	DIAMONDZ

**CORRESPONDENCE DATA**

**Fax Number:** 2028357586

*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:** 2028357500

**Email:** dcip@milbank.com

**Correspondent Name:** Javier J. Ramos

**Address Line 1:** 1850 K Street, NW, Suite 1100

**Address Line 2:** Milbank, LLP

**Address Line 4:** Washington, D.C. 20006

<b>ATTORNEY DOCKET NUMBER:</b>	45029.00001
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos
<b>SIGNATURE:</b>	/Javier J. Ramos/
<b>DATE SIGNED:</b>	07/31/2020

**Total Attachments: 7**

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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 July 30, 2020, is entered into by **ANAGRAM INTERNATIONAL, INC.**, a Minnesota corporation with principal offices at 7700 Anagram Drive, Eden Prairie, MN 55344 (the "Grantor") and **ANKURA TRUST COMPANY, LLC**, a New Hampshire chartered non-depository trust company, with offices at 140 Sherman Street, Fairfield, CT 06824 (the "Grantee"), as collateral trustee for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Trustee").

WHEREAS, the Grantee desires to acquire a security interest in the United States trademarks and United States trademark applications set forth in Schedule A attached hereto (collectively, the "Trademarks"); and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in 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 First Lien Pledge and Security Agreement, dated as of July 30, 2020, by and among the Grantor, the Subsidiary Parties from time to time party thereto and the Grantee (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"), the Grantor and the Grantee agree as follows:

i. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

ii. Grant of Security Interest

a. As collateral security for the prompt and complete payment or performance when due (whether at stated maturity, acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Grantor hereby pledges, collaterally assigns, mortgages, transfers and grants to the Grantee on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under (i) the Trademarks and the goodwill of the business symbolized by the Trademarks; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect to the foregoing, including, without limitation, damages, claims, and payments for past and future infringements of the foregoing; and (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (v) all rights corresponding to any of the foregoing; and (vi) all Proceeds and products of the foregoing;. Notwithstanding the foregoing, the Trademarks shall not include any intent-to-use (or similar) trademark applications prior to the filing of a

“Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use trademark applications (or any resulting registration) under applicable law.

b. This Agreement has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights, protections, powers, immunities, indemnities and remedies of the Grantee with respect to the security interest granted herein shall be as afforded to it as Collateral Trustee under the 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 Security Agreement, the provisions of the Security Agreement shall govern.

### iii. Termination of Security Interest

Upon the occurrence of the Termination Date, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Agreement.

### iv. Authorization; Constitution

To the extent applicable, the parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States record this security interest in the Trademarks.

### v. 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.**

### vi. Successors and Assigns

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

### 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 of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other customary means of electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed

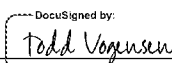
to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable 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.

**[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.

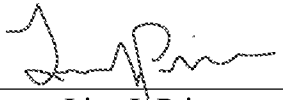
**GRANTOR:**

ANAGRAM INTERNATIONAL, INC.

By:  \_\_\_\_\_  
Name: Todd Vogensen  
Title: Vice President & Treasurer

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

**ANKURA TRUST COMPANY, LLC,**  
as Collateral Trustee and Grantee

By   
Name: Lisa J. Price  
Title: Managing Director

SCHEDULE A

Trademarks

<b>Trademark</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner Name</b>
AIRBILDR	<b>App</b> 86028559	<b>App</b> 05-AUG-2013	<b>Reg</b> 4459321	<b>Reg</b> 31-DEC-2013	Anagram International, Inc.
AIRBILDR	<b>App</b> 85948860	<b>App</b> 03-JUN-2013	<b>Reg</b> 4516356	<b>Reg</b> 15-APR-2014	Anagram International, Inc.
VALUELINE BALLOONS PLUS	<b>App</b> 85938620	<b>App</b> 21-MAY-2013	<b>Reg</b> 4509550	<b>Reg</b> 08-APR-2014	Anagram International, Inc.
VALUELINE BALLOONS PLUS	<b>App</b> 85938638	<b>App</b> 21-MAY-2013	<b>Reg</b> 4509551	<b>Reg</b> 08-APR-2014	Anagram International, Inc.
HELIUM SAVERS	<b>App</b> 85744847	<b>App</b> 03-OCT-2012	<b>Reg</b> 4322435	<b>Reg</b> 16-APR-2013	Anagram International, Inc.
XL XTRALIFE	<b>App</b> 77072549	<b>App</b> 28-DEC-2006	<b>Reg</b> 3322673	<b>Reg</b> 30-OCT-2007	Anagram International, Inc.
SING-A-TUNE BALLOONS	<b>App</b> 76977684	<b>App</b> 09-AUG-2002	<b>Reg</b> 3002460	<b>Reg</b> 27-SEP-2005	Anagram International, Inc.
SING-A-TUNE	<b>App</b> 75707523	<b>App</b> 17-MAY-1999	<b>Reg</b> 2598449	<b>Reg</b> 23-JUL-2002	Anagram International, Inc.
Design Only	<b>App</b> 75087368	<b>App</b> 12-APR-1996	<b>Reg</b> 2052521	<b>Reg</b> 15-APR-1997	Anagram International, Inc.
ANAGRAM	<b>App</b> 75087374	<b>App</b> 12-APR-1996	<b>Reg</b> 2052522	<b>Reg</b> 15-APR-1997	Anagram International, Inc.
ANAGRAM	<b>App</b> 74457658	<b>App</b> 12-NOV-1993	<b>Reg</b> 1905750	<b>Reg</b> 18-JUL-1995	Anagram International, Inc.
AIRWALKERS	<b>App</b> 73746711	<b>App</b> 17-AUG-1988	<b>Reg</b> 1533437	<b>Reg</b> 04-APR-1989	Anagram International, Inc.
Design	75087368	4/12/1996	2052521	4/15/1997	Anagram International, Inc.
A ANAGRAM	87437138	5/4/2017	5345931	11/28/2017	Anagram International, Inc.
ORBZ	88082621	8/17/2018	5749340	5/14/2019	Anagram International, Inc.
ANGLEZ	88352229	3/22/2019	5872958	10/1/2019	Anagram International, Inc.
EZ-FILL	88352489	3/22/2019	5872972	10/1/2019	Anagram International, Inc.
COLOR BLAST	88352679	3/22/2019	5872984	10/1/2019	Anagram International, Inc.
ULTRASHAPE	88354550	3/25/2019	5873198	10/1/2019	Anagram International, Inc.
INTRICATES	88354584	3/25/2019	5873201	10/1/2019	Anagram International, Inc.
INSIDERS	88354591	3/25/2019	5873202	10/1/2019	Anagram International, Inc.
SATIN LUXE	88352648	3/22/2019	5883471	10/15/2019	Anagram International, Inc.
TWIRLZ	88354573	3/25/2019	5942130	12/24/2019	Anagram International, Inc.
SEETHRU	88356578	3/26/2019	5948031	12/31/2019	Anagram International, Inc.



Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name
CUBEZ	88352584	3/22/2019	5971018	1/28/2020	Anagram International, Inc.
DIAMONDZ	88352664	3/22/2019	5971020	1/28/2020	Anagram International, Inc.

Sch. A - 2

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**RECORDED: 07/31/2020**

**TRADEMARK  
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