

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589603

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|-----------------------------------|--|-------------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ANAGRAM INTERNATIONAL, INC. | | 07/30/2020 | Corporation: MINNESOTA |
| RECEIVING PARTY DATA | | | |
| Name: | ANKURA TRUST COMPANY, LLC | | |
| Street Address: | 140 Sherman Street | | |
| City: | Fairfield | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06824 | | |
| Entity Type: | Limited Liability Company: NEW HAMPSHIRE | | |
| PROPERTY NUMBERS Total: 25 | | | |
| 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 | |
| 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 | |
| TRADEMARK | | | |

CH \$640.00 4459321

| 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

| | |
|--------------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 45029.00001 |
| NAME OF SUBMITTER: | Javier J. Ramos |
| SIGNATURE: | /Javier J. Ramos/ |
| DATE SIGNED: | 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 Second 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. Intercreditor Agreement Acknowledgment

Notwithstanding anything herein to the contrary, (i) the priority of Liens and the security interests granted in favor of the Grantee for the benefit of the Secured Parties pursuant to this Agreement are expressly subject and subordinate to the Liens and the security interests granted in favor of the First Priority Secured Parties (as defined in the Intercreditor Agreement), including Liens and security interests granted in favor of the First Priority Collateral Trustee (as defined in the Intercreditor Agreement), and (ii) the exercise of any right or remedy by the Grantee hereunder are subject in all respects to the limitations and provisions of the Intercreditor Agreement. In the

event of any conflict between the terms of the Intercreditor Agreement and this Agreement with respect to the priority of, and the exercise of any right or remedy with respect to, the Liens in favor of the Grantee, the terms of the Intercreditor Agreement shall govern and control.

viii. 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.

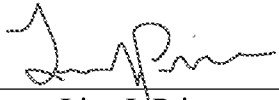
GRANTOR:

ANAGRAM INTERNATIONAL, INC.

By: DocuSigned by:

A4C5A2AEC6E5498
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

| 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. |
| 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. |