

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589605

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMSCAN INC.		07/30/2020	Corporation: NEW YORK
AM-SOURCE, LLC		07/30/2020	Limited Liability Company: RHODE ISLAND
PARTY CITY CORPORATION		07/30/2020	Corporation: DELAWARE
PARTY CITY HOLDINGS, INC.		07/30/2020	Corporation: DELAWARE
TRISAR, INC.		07/30/2020	Corporation: CALIFORNIA

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: 67

Property Type	Number	Word Mark
Registration Number:	4115506	ENTERTAIN WITH STYLE
Registration Number:	4400448	ENTERTAIN WITH STYLE
Registration Number:	3999921	GRASSLANDS ROAD
Registration Number:	3915161	TIPSY-RITA
Registration Number:	4100329	GRASSLANDS ROAD
Registration Number:	3891279	TIPSY-TINI
Registration Number:	3848618	FUN SHADES
Registration Number:	3750312	DAZZLERS
Registration Number:	1833020	TREND SETTERS
Registration Number:	1670058	TREND SETTERS
Registration Number:	4569802	PARTY IMPRESSIONS
Registration Number:	2917947	RAZZLE DAZZLE
Registration Number:	2762867	CAR ART
Registration Number:	1146105	AMSCAN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1495147	CRYSTAL GLAZE
Registration Number:	1495148	ELEGANT TOUCH
Registration Number:	1359262	FESTIVE OCCASION
Registration Number:	2093234	FACTORY CARD OUTLET
Registration Number:	2683184	FACTORY CARD & PARTY OUTLET
Registration Number:	2668943	FACTORY CARD & PARTY OUTLET
Registration Number:	1834213	PARTY MANIA
Registration Number:	4538744	PARTY CITY
Registration Number:	4325682	FANRAGEOUS
Registration Number:	4337016	ECO PARTY
Registration Number:	3943884	NOBODY HAS MORE PARTY FOR LESS
Registration Number:	3749824	NOBODY HAS MORE HALLOWEEN FOR LESS
Registration Number:	4067435	ECOPARTY
Registration Number:	3886621	FAVOR CITY
Registration Number:	3577211	CANDY CITY
Registration Number:	3370294	MORE PARTY FOR YOUR DOLLAR
Registration Number:	3610286	PARTY CITY
Registration Number:	2895330	AMERICA'S #1 PARTY STORE
Registration Number:	2802262	HALLOWEEN COSTUME WAREHOUSE
Registration Number:	1974890	THE DISCOUNT PARTY SUPER STORE
Registration Number:	1811298	PARTY CITY
Registration Number:	1806095	PARTY CITY
Registration Number:	1815585	HALLOWEEN COSTUME WAREHOUSE
Registration Number:	1553347	PARTY CITY
Registration Number:	4764185	MIX IT. MATCH IT. MAKE IT YOUR OWN!
Registration Number:	4616613	BE A CHARACTER
Registration Number:	4622622	TREAT CITY
Registration Number:	4422110	PARTY CITY CARES
Registration Number:	4445365	PARTYSUITS
Registration Number:	4421796	PARTY CITY CARES
Registration Number:	4351776	COSTUMESUSA
Registration Number:	3960130	YOUR COSTUME SUPERSTORE
Registration Number:	4007391	HALLOWEEN CITY YOUR COSTUME SUPERSTORE
Registration Number:	3886016	HALLOWEEN CITY
Registration Number:	3788299	HALLOWEEN CITY
Registration Number:	4365886	SO MUCH FOR SO LITTLE, IT'S SPOOKY!
Registration Number:	4270819	PARTY AMERICA
Registration Number:	4216721	WHO YOU GONNA BE?

Property Type	Number	Word Mark
Registration Number:	4266743	PARTY CITY HOLDINGS
Registration Number:	4197137	SCENE SETTERS
Registration Number:	2113189	SUPER ROLL
Registration Number:	1766370	GREAT PARTY
Registration Number:	1517587	THE PAPER FACTORY
Registration Number:	1595867	GREETING BALLOONS
Registration Number:	3669193	YA OTTA PIÑATA
Registration Number:	4191658	STACK-N-WEIGHT
Registration Number:	2540488	CLIP-N-WEIGHT
Registration Number:	1409598	BELLY BEARS
Registration Number:	1350802	U.S. BALLOON
Registration Number:	5028007	CLASSIC CHOICE
Registration Number:	5551050	CATAPM
Registration Number:	5566045	SENIOR MOMENTS
Serial Number:	85068262	HALLOWEEN CITY

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: 9
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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 **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, **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, and **TRISAR, INC.**, a California corporation with principal offices at 80 Grasslands Road, Elmsford, NY 10523, (collectively, the “Grantors”, and each, a “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 Grantors are 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 Grantors, 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 Grantors 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, each 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 such Grantor’s right, title and interest in, to and under (i) the Trademarks; (ii) all Proceeds and products 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 (together, the “Trademark Collateral”). Notwithstanding the foregoing, the Trademark Collateral 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 Grantors 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 Trademarks 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 Grantors and their respective successors and assigns. The Grantors 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 Agreements Acknowledgment

Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Trustee pursuant to this Agreement in any ABL Facility First Lien Collateral and the exercise of any right or remedy by the Term Loan / Notes Security Agent (as

defined in the ABL Intercreditor Agreement) with respect to any ABL Facility First Lien Collateral hereunder are subject to the provisions of the ABL Intercreditor Agreement, and the exercise of right or remedy with respect to any ABL Facility First Lien Collateral hereunder are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and this Agreement, the terms of the ABL Intercreditor Agreement shall govern and control.

viii. Counterparts

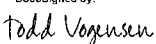
This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature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

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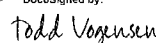
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

GRANTORS:

PARTY CITY HOLDINGS INC.

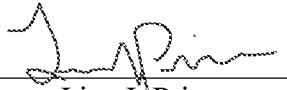
By: DocuSigned by:

MAC5A2AECDE5498...
Name: Todd Vogensen
Title: Chief Financial Officer, Chief Accounting Officer and Executive Vice President

AMSCAN INC.
AM-SOURCE, LLC
PARTY CITY CORPORATION
TRISAR, INC.

By: DocuSigned by:

MAC5A2AECDE5498...
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
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
FACTORY CARD OUTLET	App 75179338	App 03-OCT-1996	Reg 2093234	Reg 02-SEP-1997	Factory Card Outlet Of America, LTD.
FACTORY CARD & PARTY OUTLET	App 76380143	App 08-MAR-2002	Reg 2683184	Reg 04-FEB-2003	Factory Card Outlet Of America, LTD.
FACTORY CARD & PARTY OUTLET	App 76380142	App 08-MAR-2002	Reg 2668943	Reg 31-DEC-2002	Factory Card Outlet Of America, LTD.
PARTY MANIA	App 74801544	App 06-MAR-1992	Reg 1834213	Reg 03-MAY-1994	Factory Card Outlet Of America, LTD.
HALLOWEEN CITY				Reg 01-SEP-2010 (WI State)	Gags and Games, INC. (n/k/a Party City Corporation)

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

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

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name
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.
CLASSIC CHOICE	App 86597975	App 15-APR-2015	Reg 5028007	Reg 23-AUG-2016	Party City Holdings Inc.
SENIOR MOMENTS	App 86327049	App 02-JUL-2014	Reg 5551050	Reg 28-AUG-2018	Party City Holdings Inc.
SENIOR MOMENTS	App 86327193	App 02-JUL-2014	Reg 5566045	Reg 18-SEP-2018	Party City Holdings Inc.