

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615079

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Party Rental Ltd.		12/16/2020	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Santander Bank, N.A.		
Street Address:	200 Park Avenue		
Internal Address:	Suite 100		
City:	Florham Park		
State/Country:	NEW JERSEY		
Postal Code:	07932		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3633590	PARTY RENTAL LTD.	
Registration Number:	3633589	PARTY RENTAL LTD.	
Registration Number:	3614303		
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	577113		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	12/17/2020		
Total Attachments: 5			
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This **FIRST LIEN TRADEMARK SECURITY AGREEMENT**, dated as of December 16, 2020 (as amended, restated, supplemented or otherwise modified from time to time, this "**Trademark Security Agreement**"), is made by Party Rental Ltd., a New Jersey corporation ("**Grantor**") in favor of Santander Bank, N.A. (together with its successors and permitted assigns, the "**Lender**").

WHEREAS, the Grantor is party to a Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") between the Grantor and the Lender, pursuant to which the Grantor granted a security interest to the Lender in, among others, the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Lender as follows:

SECTION 1. 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.

SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as security for the payment and performance in full of the Obligations of such Grantor (including, if such Grantor is a Guarantor, the Obligations of such Grantor arising under the Guaranty), hereby pledges to the Lender, its successors and permitted assigns, and hereby grants to the Lender, its successors and permitted assigns, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in *connection therewith, including registrations and registration applications in the United States Patent and Trademark Office ("USPTO")*, including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and all goodwill connected with the use thereof and symbolized thereby,
- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment in full of all Obligations.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Witness:

GRANTOR:

PARTY RENTAL LTD.,
a New Jersey corporation

Michelle Orzech
Name:

By: [Signature]
Name: Gary Halperin
Title: President

Witness:

LENDER:

SANTANDER BANK, N.A.

Name:

By: _____
Bruce H. Stanwood,
Senior Vice President

(Signature Page to First Lien Trademark Security Agreement)

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Witness:

GRANTOR:

PARTY RENTAL LTD.,
a New Jersey corporation

.....
Name:

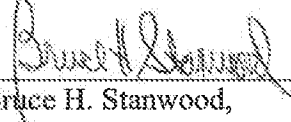
By:.....
Name: Gary Halperin
Title: President

Witness:

LENDER:

SANTANDER BANK, N.A.

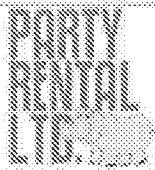


.....
Name: PETER SAAD, ESA

By: 
.....
Bruce H. Stanwood,
Senior Vice President

(Signature Page to First Lien Trademark Security Agreement)

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

SERIAL NO	REG. NO.	MARK (LITERARY ELEMENT)	DESIGN	STATUS	INTERNATIONAL CLASSIFICATION
77069610	3633590	PARTY RENTAL LTD.		LIVE	16, 43
77069580	3633589	PARTY RENTAL LTD.	N/A	LIVE	16
77069667	3614303			LIVE	16, 43