

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645290

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Anagram International, Inc.		05/07/2021	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	90 S. 7th Street, 16th Floor		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
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	
Registration Number:	5873201	INTRICATES	
Registration Number:	5873202	INSIDERS	
Registration Number:	5883471	SATIN LUXE	

OP \$590.00 4509550

Property Type	Number	Word Mark
Registration Number:	5942130	TWIRLZ
Registration Number:	5948031	SEETHRU
Registration Number:	5971018	CUBEZ
Registration Number:	5971020	DIAMONDZ

CORRESPONDENCE DATA

Fax Number: 3128637867
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: 3128637267
Email: jaclyn.di.grande@goldbergkohn.com
Correspondent Name: Jaclyn Di Grande - Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 E Monroe St., Ste 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.710
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	05/08/2021

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 7 day of May, 2021, by and among by and among the Persons listed on the signature pages hereof as “Grantors” (each, a “Grantor” and collectively, the “Grantors”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 7, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among **ANAGRAM HOLDINGS, LLC**, a Delaware limited liability company, **ANAGRAM INTERNATIONAL, INC.**, a Minnesota corporation, and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”) and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof (each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”)], the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lender Group has agreed to make certain Loans and other financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to that certain Guaranty and Security Agreement, of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”), by and among the Grantors and Wells Fargo, Grantors are required to execute and deliver to Agent, in order to facilitate filings with the United States Patent and Trademark Office, this Trademark Security Agreement.

NOW, THEREFORE, for and in consideration of the recitals made above and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINED TERMS**. All capitalized terms used herein (including in the preamble and recitals hereof) without definition shall have the meanings ascribed thereto in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement. This Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations (whether now existing or hereafter arising), a continuing security interest (hereinafter

referred to as the “Security Interest”) in all of such Grantor’s right, title and interest in and to its Trademarks, including those referred to on Schedule I (collectively, the “Trademark Collateral”).

3. SECURITY FOR SECURED OBLIGATIONS. The Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the members of the Lender Group, the Bank Product Providers or any of them, but for the fact that they are unenforceable or not allowable (in whole or in part) as a claim in an Insolvency Proceeding involving any Grantor due to the existence of such Insolvency Proceeding.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement and any notices delivered under this Trademark Security Agreement, may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement or on any notice delivered to Agent under this Trademark Security Agreement. This Trademark Security Agreement and any notices delivered under this Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement and any notices as set forth herein will be as effective as delivery of a manually executed counterpart of the Trademark Security Agreement or notice.

6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.


7. Notwithstanding anything herein to the contrary, the priority of the liens and security interests granted to the Agent pursuant to this Trademark Security Agreement in any Notes Priority Lien Collateral (as defined in the Intercreditor Agreement) and the exercise of any right or remedy by the Agent with respect to any Notes Priority Lien Collateral hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement with respect to the priority of any security interests or the exercise of any rights or remedies shall govern and control.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

ANAGRAM INTERNATIONAL, INC., a
Minnesota corporation

By: 
Name: Todd Vogensen
Title: Vice President, Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,** a national banking association

By: _____
Name: _____
Its Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

ANAGRAM INTERNATIONAL, INC., a
Minnesota corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,** a national banking association

By:  _____
Name: Anwar S. Yusuf
Its Authorized Signatory

SCHEDULE I
TRADEMARKS

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