

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782063

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Party City Corporation		01/19/2023	Corporation: DELAWARE
Amscan Inc.		01/19/2023	Corporation: NEW YORK
Trisar, Inc.		01/19/2023	Corporation: CALIFORNIA
Party City Holdings Inc.		01/19/2023	Corporation: DELAWARE
Am-Source, LLC		01/19/2023	Limited Liability Company: RHODE ISLAND
Party Horizon Inc.		01/19/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Ankura Trust Company, LLC, as Administrative Agent
Street Address:	140 Sherman Street, 4th Floor
City:	Fairfield
State/Country:	CONNECTICUT
Postal Code:	06824
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Registration Number:	6627093	AMSCAN THE PARTY PEOPLE
Registration Number:	3848618	FUN SHADES
Registration Number:	3750312	DAZZLERS
Registration Number:	4569802	PARTY IMPRESSIONS
Registration Number:	2762867	CAR ART
Registration Number:	1146105	AMSCAN
Registration Number:	1495148	ELEGANT TOUCH
Registration Number:	1359262	FESTIVE OCCASION
Registration Number:	6846922	CRYSTAL-GLAZE
Registration Number:	2683184	FACTORY CARD & PARTY OUTLET
Registration Number:	2668943	FACTORY CARD & PARTY OUTLET
Registration Number:	5277130	GR GRASSLANDS ROAD GIFTS THAT INSPIRE
Registration Number:	5341372	GR GRASSLANDS ROAD
Registration Number:	5383469	GRASSLANDS ROAD

TRADEMARK

REEL: 007950 FRAME: 0776

900745681

OP \$1515.00 6627093

Property Type	Number	Word Mark
Registration Number:	6129923	ACIM
Registration Number:	5978183	AMSCAN
Registration Number:	5988607	AMSCAN
Registration Number:	5376846	YOUR CELEBRATION STARTS HERE
Registration Number:	5419904	OH, IT'S ON PARTY CITY
Registration Number:	5452625	OH, IT'S ON
Registration Number:	5551860	OH, IT'S ON
Registration Number:	5691860	TOY CITY
Registration Number:	5881133	SPOOKIFY
Registration Number:	6100187	HALLOWEEN IT'S ALIVE
Registration Number:	6169848	TOY CITY
Registration Number:	5134553	TABLEFITTERS
Registration Number:	5201467	OFFICIALLY RETIRED
Registration Number:	5715511	HALLOWEEN CITY
Registration Number:	5779508	PARTY SUITS
Registration Number:	6288750	SUIT YOURSELF
Registration Number:	6761572	BRAVA!
Registration Number:	6642348	AMSCAN THE PARTY PEOPLE
Registration Number:	6298653	PCHI
Registration Number:	4538744	PARTY CITY
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:	6671910	BALLOONIFY!
Registration Number:	6671909	BALLOONIFY!
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:	4351776	COSTUMESUSA
Registration Number:	3788299	HALLOWEEN CITY
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:	3669193	YA OTTA PIÑATA
Registration Number:	2540488	CLIP-N-WEIGHT
Registration Number:	5028007	CLASSIC CHOICE
Registration Number:	5551040	SENIOR MOMENTS
Registration Number:	5566045	SENIOR MOMENTS
Registration Number:	5607931	PARTY VISION

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1886651 TM

NAME OF SUBMITTER: Sonya Jackman

SIGNATURE: /Sonya Jackman/

DATE SIGNED: 01/23/2023

Total Attachments: 8

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

This GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is entered into as of January 19, 2023, by and among Party City Corporation, a Delaware corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, Amscan Inc., a New York corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, Trisar, Inc., a California corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, Party City Holdings Inc., a Delaware corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, Am-Source, LLC, a Rhode Island limited liability company and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, Party Horizon Inc., a Delaware corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (each a “**Grantor**” and collectively, the “**Grantors**”) and Ankura Trust Company, LLC (“**Ankura**”), as administrative agent for the Lenders and collateral agent for the Secured Parties party to that certain Senior Secured Superpriority Debtor-in-Possession Term Loan Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**DIP Credit Agreement**”) (in such capacities, as the administrative agent and the collateral agent, together with its successors and assigns, collectively, the “**Administrative Agent**”). All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the DIP Credit Agreement or the Pledge and Security Agreement (as defined below), as applicable.

WHEREAS, the Grantors are the owners of all right, title and interest in and to the United States trademarks and associated United States trademark registrations and applications for registration set forth in Schedule A attached hereto (collectively, the “**Trademarks**”);

WHEREAS, Administrative Agent desires to acquire a security interest in the Trademarks; and

WHEREAS, the Grantors are willing to grant to the Administrative Agent a security interest in and lien upon the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of that certain DIP Pledge and Security Agreement, dated as of the date hereof, made by the Grantors (as defined therein), the other assignors from time to time party thereto and the Administrative Agent (as amended, modified, restated and/or supplemented from time to time, the “**Pledge and Security Agreement**”), the Grantors and Administrative Agent agree as follows:

- i. Grant of Security Interest
 - a. The Grantors hereby assign to the Administrative Agent as collateral security, and grants to the Administrative Agent a continuing security interest in, to and under (i) the Trademarks; (ii) all Proceeds (as such term is defined in the Pledge

and Security Agreement) and products of the Trademarks, and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

b. This Agreement has been granted in conjunction with the security interest granted to the Administrative Agent under the Pledge and Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted herein are as set forth in the Pledge and 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

ii. Termination of Security Interest

Upon the occurrence of the Termination Date (as defined in the DIP Credit Agreement), if so directed by the Required Lenders, the Administrative Agent shall execute, acknowledge, and deliver to the Grantors, without recourse, representation or warranty, an instrument in writing releasing the security interest in the Trademarks acquired under this Agreement as prepared by the Required Lenders.

iii. Authorization; Constitution

To the extent applicable, the parties hereto authorize and request that the Commissioner for Trademarks of the United States (and, as applicable, the corresponding entities or agencies in any applicable foreign countries) record this security interest in the Trademarks.

iv. Successors and Assigns

Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and permitted assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and permitted assigns. Except in a transaction expressly permitted under the Pledge and Security Agreement, no Grantor may assign any of its rights or obligations hereunder without the written consent of the Administrative Agent.

v. Governing Law

THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.

viii. Consent to Jurisdiction; Consent to Service of Process; Waiver of Jury Trial; Indemnity

Sections 7.17, 7.18 and 7.19 of the Pledge and Security Agreement are hereby incorporated herein by reference.

viii. Counterparts


This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic transmission (e.g., “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart hereof. 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, and any other similar state laws based on the Uniform Electronic Transactions Act (“**Signature Laws**”). Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings and authentication of certificates when required under the UCC or Signature Laws due to the character or intended character of the writings.

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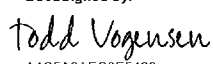
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

GRANTORS:

PARTY CITY HOLDINGS INC.

DocuSigned by:
By:  _____
A4C5A2AEC0E5498...
Name: Todd Vogensen
Title: Chief Financial Officer

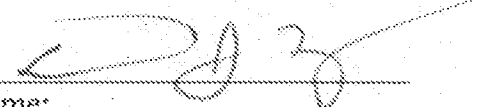
AMSCAN INC.
AM-SOURCE, LLC
PARTY CITY CORPORATION
TRISAR, INC.
PARTY HORIZON INC.

DocuSigned by:
By:  _____
A4C5A2AEC0E5498...
Name: Todd Vogensen
Title: Treasurer and Vice President

[Signature Page to Trademark Security Agreement]

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

ANKURA TRUST COMPANY, LLC,
as Administrative Agent

By 
Name:
Title:

Michael J. Flynn
Senior Managing Director

SCHEDULE A

TRADEMARKS

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name
AMSCAN THE PARTY PEOPLE	90545848	25-FEB-2021	6627093	25-JAN-2022	Amscan Inc.
FUN SHADES	77734022	11-MAY-2009	3848618	14-SEP-2010	Amscan Inc.
DAZZLERS	77377420	22-JAN-2008	3750312	16-FEB-2010	Amscan Inc.
PARTY IMPRESSIONS	86008511	12-JUL-2013	4569802	15-JUL-2014	Amscan Inc.
CAR ART	78101309	07-JAN-2002	2762867	09-SEP-2003	Amscan Inc.
AMSCAN	73173018	05-JUN-1978	1146105	20-JAN-1981	Amscan Inc.
ELEGANT TOUCH	73697941	27-NOV-1987	1495148	05-JUL-1988	AM-SOURCE, LLC
FESTIVE OCCASION	73514983	24-DEC-1984	1359262	10-SEP-1985	AM-SOURCE, LLC
CRYSTAL-GLAZE	88233696	18-DEC-2018	6846922	13-SEP-2022	AM-SOURCE, LLC
FACTORY CARD & PARTY OUTLET	76380143	08-MAR-2002	2683184	04-FEB-2003	Party City Corporation
FACTORY CARD & PARTY OUTLET	76380142	08-MAR-2002	2668943	31-DEC-2002	Party City Corporation
GR GRASSLANDS ROAD GIFTS THAT INSPIRE	86830558	24-NOV-2015	5,277,130	29-AUG-2017	Amscan Inc.
GR GRASSLANDS ROAD	86886885	26-JAN-2016	5,341,372	21-NOV-2017	Amscan Inc.
GRASSLANDS ROAD	87222100	01-NOV-2016	5,383,469	23-JAN-2018	Amscan Inc.
ACIM	88784027	04-FEB-2020	6,129,923	18-AUG-2020	Amscan Inc.
AMSCAN	88553573	31-JUL-2019	5,978,183	04-FEB-2020	Amscan Inc.
AMSCAN	88496311	01-JUL-2019	5,988,607	18-FEB-2020	Amscan Inc.
YOUR CELEBRATION STARTS HERE	87359821	06-MAR-2017	5,376,846	09-JAN-2018	Party City Corporation
OH, IT'S ON PARTY CITY	87473656	02-JUN-2017	5,419,904	06-MAR-2018	Party City Corporation
OH, IT'S ON	87615454	20-SEP-2017	5,452,625	24-APR-2018	Party City Corporation
OH, IT'S ON	87473633	02-JUN-2017	5,551,860	28-AUG-2018	Party City Corporation

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name
TOY CITY	88133770	27-SEP-2018	5,691,860	05-MAR-2019	Party City Corporation
SPOOKIFY	88043257	18-JUL-2018	5,881,133	08-OCT-2019	Party City Corporation
HALLOWEEN IT'S ALIVE	88724888	12-DEC-2019	6,100,187	14-JUL-2020	Party City Corporation
TOY CITY	87911924	08-MAY-2018	6,169,848	06-OCT-2020	Party City Corporation
TABLEFITTERS	86829970	24-NOV-2015	5,134,553	31-JAN-2017	Party City Holdings, Inc.
OFFICIALLY RETIRED	86981961	13-APR-2015	5,201,467	09-MAY-2017	Party City Holdings, Inc.
HALLOWEEN CITY	88133763	27-SEP-2018	5,715,511	02-APR-2019	Party City Holdings, Inc.
PARTY SUITS	88146313	08-OCT-2018	5,779,508	18-JUN-2019	Party City Holdings, Inc.
SUIT YOURSELF	90083781	30-JUL-2020	6288750	09-MAR-2021	Amscan Inc.
BRAVA!	90302781	06-NOV-2020	6761572	14-JUN-2022	Amscan Inc.
AMSCAN THE PARTY PEOPLE	90307301	09-NOV-2020	6642348	15-FEB-2022	Amscan Inc.
PCHI	90041679	08-JUL-2020	6298653	23-MAR-2021	Party City Holdings Inc.
PARTYCITY	85737516	25-SEP-2012	4538744	27-MAY-2014	Party City Corporation
ECO PARTY	85426121	19-SEP-2011	4337016	21-MAY-2013	Party City Corporation
NOBODY HAS MORE PARTY FOR LESS	85103891	10-AUG-2010	3943884	12-APR-2011	Party City Corporation
NOBODY HAS MORE HALLOWEEN FOR LESS	77813267	26-AUG-2009	3749824	16-FEB-2010	Party City Corporation
ECOPARTY	77405846	26-FEB-2008	4067435	06-DEC-2011	Party City Corporation
FAVOR CITY	77253663	13-AUG-2007	3886621	07-DEC-2010	Party City Corporation
CANDY CITY	77253656	13-AUG-2007	3577211	17-FEB-2009	Party City Corporation
BALLOONIFY!	90647069	15-APR-2021	6671910	15-MAR-2022	Party City Corporation
BALLOONIFY!	90647061	15-APR-2021	6671909	15-MAR-2022	Party City Corporation

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name
PARTY CITY	78369317	17-FEB-2004	3610286	21-APR-2009	Party City Corporation
AMERICA'S #1 PARTY STORE	78230170	26-MAR-2003	2895330	19-OCT-2004	Party City Corporation
HALLOWEEN COSTUME WAREHOUSE	78140220	01-JUL-2002	2802262	06-JAN-2004	Party City Corporation
THE DISCOUNT PARTY SUPER STORE	74669752	04-MAY-1995	1974890	21-MAY-1996	Party City Corporation
PARTY CITY	74370998	23-MAR-1993	1811298	14-DEC-1993	Party City Corporation
PARTY CITY	74371000	23-MAR-1993	1806095	23-NOV-1993	Party City Corporation
COSTUMESUSA	85651549	14-JUN-2012	4351776	11-JUN-2013	Party City Holdings Inc.
HALLOWEEN CITY	77656722	26-JAN-2009	3788299	11-MAY-2010	Party City Holdings Inc.
PARTY AMERICA	85482524	29-NOV-2011	4270819	08-JAN-2013	Party City Holdings Inc.
WHO YOU GONNA BE?	85464828	04-NOV-2011	4216721	02-OCT-2012	Party City Holdings Inc.
PARTY CITY HOLDINGS	85455751	25-OCT-2011	4266743	01-JAN-2013	Party City Holdings, Inc.
SCENE SETTERS	85403735	22-AUG-2011	4197137	28-AUG-2012	Party City Holdings Inc.
YA OTTA PIÑATA	77664486	05-FEB-2009	3669193	18-AUG-2009	Trisar, Inc.
CLIP-N-WEIGHT	76296890	07-AUG-2001	2540488	19-FEB-2002	Amscan Inc.
CLASSIC CHOICE	86597975	15-APR-2015	5028007	23-AUG-2016	Party City Holdings, Inc.
SENIOR MOMENTS	86327049	02-JUL-2014	5551040	28-AUG-2018	Party City Holdings, Inc.
SENIOR MOMENTS	86327193	02-JUL-2014	5566045	18-SEP-2018	Party City Holdings Inc.
PARTY VISION	87455576	18-MAY-2017	5607931	13-NOV-2018	Party Horizon Inc.