

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807474

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Party Rental Ltd		05/02/2023	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:	9733251501		
<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:	9735302178		
Email:	trademarks@csglaw.com		
Correspondent Name:	Neha Bhalani		
Address Line 1:	Chiesa Shahinian & Giantomasi PC		
Address Line 2:	105 Eisenhower Parkway		
Address Line 4:	Roseland, NEW JERSEY 07068		
NAME OF SUBMITTER:	Neha Bhalani		
SIGNATURE:	/Neha Bhalani/		
DATE SIGNED:	05/02/2023		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“*Agreement*”), dated as of May 2, 2023, is made by PARTY RENTAL LTD., a New Jersey corporation (the “*Grantor*”), in favor of SANTANDER BANK, N.A. (the “*Bank*”) party to the Loan and Security Agreement referred to below.

WHEREAS, the Grantor has entered into an Amended and Restated Loan and Security Agreement, dated as of the date hereof (as amended, supplemented and otherwise modified hereafter from time to time, the “*Loan Agreement*”), with the Bank.

WHEREAS, under the terms of the Loan Agreement, the Grantor has granted to the Bank a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office, and United States Copyright Office, as applicable.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Bank as follows:

1. **Grant of Security.** The Grantor hereby pledges and grants to the Bank, until the payment in full of the Obligations (as defined in the Loan Agreement), a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the “*IP Collateral*”):

(a) any and all trademark registrations and applications anywhere in the world, together with the goodwill connected with the use of and symbolized thereby and all reissues, extensions and renewals thereof, including without limitation those set forth on Schedule 1 attached hereto (collectively, the “*Trademarks*”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) any and all copyright rights, copyright applications, copyright registrations anywhere in the world and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Schedule 2 attached hereto (collectively, the “*Copyrights*”);

(c) any and all patents, patent applications and like protections anywhere in the world, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Schedule 3 attached hereto (collectively, the “*Patents*”);

(d) all rights of any kind whatsoever of the Grantor accruing under any of the rights included above provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by the Bank. Grantor hereby authorizes the Bank to (a) modify this Agreement unilaterally by amending the schedules to this Agreement to include any IP Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new IP Collateral.

3. **Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Bank with respect to the IP Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New Jersey, without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PARTY RENTAL LTD.

By: 
Name: GARY HOLGREN
Title: CEO

Agreed to and accepted:
SANTANDER BANK, N.A.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PARTY RENTAL LTD.

By: _____

Name: _____

Title: _____

Agreed to and accepted:

SANTANDER BANK, N.A.

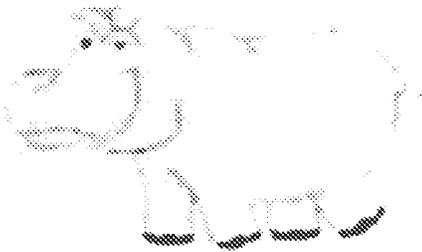
Larisa B Chilton

By: _____

Name: Larisa Chilton

Title: SVP

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Trademark	Registration or Application/ Serial Number	Registration/ Filing Date
Party Rental Ltd.		3633590	06/09/2009
Party Rental Ltd.	PARTY RENTAL LTD.	3633589	06/09/2009
Party Rental Ltd.		3614303	05/05/2009

**SCHEDULE 2
COPYRIGHTS**

None

SCHEDULE 3

PATENTS

None