

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM842932

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ankura Trust Company, LLC		09/27/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Computershare Trust Company, National Association		
Street Address:	1505 Energy Park Drive		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55108		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	4459321	AIRBILDR	
Registration Number:	4516356	AIRBILDR	
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:	2052522	ANAGRAM	
Registration Number:	1905750	ANAGRAM	
Registration Number:	1533437	AIRWALKERS	
Registration Number:	2052521		
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	

OP \$640.00 4459321

Property Type	Number	Word Mark
Registration Number:	5873202	INSIDERS
Registration Number:	5883471	SATIN LUXE
Registration Number:	5942130	TWIRLZ
Registration Number:	5948031	SEETHRU
Registration Number:	5971018	CUBEZ
Registration Number:	5971020	DIAMONDZ

CORRESPONDENCE DATA
Fax Number: 2124843990
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: 2124843900
Email: TMdocket@afslaw.com
Correspondent Name: Kamanta Kettle
Address Line 1: 1301 Avenue of the Americas, Floor 42
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	042976.00005
NAME OF SUBMITTER:	Kamanta Kettle
SIGNATURE:	/Kamanta Kettle/
DATE SIGNED:	09/29/2023

Total Attachments: 7
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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This **ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS** (“Security Interest Assignment”), dated as of September 27, 2023, is made by **ANKURA TRUST COMPANY, LLC**, in its capacity as the resigning collateral trustee (“Resigning Collateral Trustee”), in favor of **COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION**, in its capacity as the successor collateral trustee (“Successor Collateral Trustee”).

WITNESSETH:

WHEREAS, Anagram Holdings, LLC, a Delaware limited liability company, as issuer (“Anagram LLC”) and Anagram International, Inc., a Minnesota corporation, as co-issuer (the “Grantor” and, together with Anagram LLC, the “Issuers”) are parties, and Resigning Collateral Trustee was a party, to a First Lien Pledge and Security Agreement dated as of July 30, 2020 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, in connection with the Security Agreement, Grantor is, and Resigning Collateral Trustee was, each a party to that certain Grant of Security Interest In United States Trademarks dated as of July 30, 2020 (the “Trademark Security Agreement”) and recorded on July 31, 2020 in the United States Patent and Trademark Office at Reel 007012, Frames 0083 through 0091;

WHEREAS, pursuant to the Trademark Security Agreement, 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, the Grantor pledged, collaterally assigned, mortgaged, transferred and granted to Resigning Collateral Trustee, as Collateral Trustee on behalf of and for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under (i) the United States trademarks and United States trademark applications listed on Schedule A hereto and the goodwill of the business symbolized thereby; (ii) all renewals 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; (v) all rights corresponding to any of the foregoing; and (vi) all Proceeds and products of the foregoing (collectively, the “Trademark Collateral”);

WHEREAS, pursuant to that certain Instrument Of Resignation, Appointment And Acceptance dated as of August 24, 2023, by and among the Issuers, Resigning Collateral Trustee and Successor Collateral Trustee (the “Instrument”), Resigning Collateral Trustee, among other things, resigned as Collateral Trustee under the Security Agreement and the Trademark Security Agreement, and Successor Collateral Trustee was appointed as collateral trustee under the Security Agreement and the Trademark Security Agreement to succeed to and hold all the rights, indemnities, protections, powers, trusts and duties of, or afforded to, Resigning Collateral Trustee under the Security Agreement and the Trademark Security Agreement with like effect as if originally named as collateral trustee in the Security Agreement and the Trademark Security Agreement; and

WHEREAS, Resigning Collateral Trustee desires to assign its rights under the Trademark Security Agreement to Successor Collateral Trustee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Assignment

(a) Resigning Collateral Trustee hereby confirms, assigns, delivers and conveys to Successor Collateral Trustee all of the rights, powers, duties and obligations of Resigning Collateral Trustee under the Trademark Security Agreement, including Resigning Collateral Trustee's Security Interest in the Trademark Collateral, including, without limitation, each United States trademark and United States trademark application listed on Schedule A hereto.

(b) Successor Collateral Trustee shall succeed to the rights, powers, duties and obligations of Resigning Collateral Trustee under the Trademark Security Agreement as if it were the original collateral trustee thereunder, and the rights, powers, duties and obligations of Resigning Collateral Trustee under the Trademark Security Agreement shall be terminated.

Miscellaneous

(a) Terms capitalized but not defined herein shall have the meaning accorded to such terms in the Trademark Security Agreement or the Security Agreement, as applicable.

(b) The rights of Resigning Collateral Trustee included or incorporated in the Trademark Security Agreement that are reserved by Resigning Collateral Trustee under the Instrument, including, without limitation, all rights, protections, powers, immunities, indemnities and remedies afforded to it under the Security Agreement, are expressly reserved by Resigning Collateral Trustee. For the avoidance of doubt, the foregoing reservations of rights are restricted to those rights reserved by Resigning Collateral Trustee under the Instrument.

(c) Neither this Security Interest Assignment nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom enforcement of such change, waiver, discharge or termination is sought (including, if applicable, any party required to evidence its consent to or acceptance of this Security Interest Assignment).

(d) In case any provision in or obligation under this Security Interest Assignment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(e) **THIS SECURITY INTEREST ASSIGNMENT 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.**

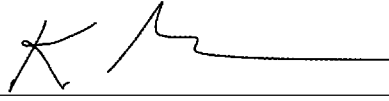
(f) This Security Interest Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(g) This Security Interest Assignment 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. 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.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Security Interest Assignment to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

ANKURA TRUST COMPANY, LLC, in its
capacity as Resigning Collateral Trustee

By: 
Name: Krista Gulalo
Title: Managing Director

**COMPUTERSHARE TRUST COMPANY,
NATIONAL ASSOCIATION**, in its capacity as
Successor Collateral Trustee


By: _____
Name: Megan Ford
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Security Interest Assignment to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

ANKURA TRUST COMPANY, LLC, in its
capacity as Resigning Collateral Trustee

By: _____
Name: Krista Gulalo
Title: Managing Director

**COMPUTERSHARE TRUST COMPANY,
NATIONAL ASSOCIATION**, in its capacity as
Successor Collateral Trustee

By:  _____
Name: Megan Ford
Title: Vice President

SCHEDULE A

Trademarks

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name
AIRBILDR	App 86028559	App 05-AUG-2013	Reg 4459321	Reg 31-DEC-2013	Anagram International, Inc.
AIRBILDR	App 85948860	App 03-JUN-2013	Reg 4516356	Reg 15-APR-2014	Anagram International, Inc.
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.
Design	75087368	4/12/1996	2052521	4/15/1997	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.

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