

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM854358

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANAGRAM INTERNATIONAL, INC.		11/14/2023	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	GLAS TRUST COMPANY LLC		
Street Address:	3 Second Street, Suite 206		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07311		
Entity Type:	Limited Liability Company: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	218113		
Registration Number:	5345931	A ANAGRAM	
Registration Number:	1365172	MAKES YOUR MOUTH COME ALIVE!	
Registration Number:	7042000	AIRLOONZ	
Registration Number:	1664833	MOVE SAE MOBILITY ENGINEERING TECHNOLOGY	
Registration Number:	1533437	AIRWALKERS	
Registration Number:	1905750	ANAGRAM	
Registration Number:	698035		
Registration Number:	1672353	DECONGEST HERBAL	
Registration Number:	2052522	ANAGRAM	
Registration Number:	5872958	ANGLEZ	
Registration Number:	6751853	BALLOON BUDDIES	
Registration Number:	1630170	BIG WORLD	
Registration Number:	5872984	COLOR BLAST	
Registration Number:	5971018	CUBEZ	
Registration Number:	2052521		
Registration Number:	5971020	DIAMONDZ	
Registration Number:	5872972	EZ-FILL	
Registration Number:	4322435	HELIUM SAVERS	

CH \$915.00 218113

Property Type	Number	Word Mark
Registration Number:	5873202	INSIDERS
Registration Number:	5873201	INTRICATES
Registration Number:	5749340	ORBZ
Registration Number:	1661395	SKIN SAVERS
Registration Number:	5883471	SATIN LUXE
Registration Number:	5948031	SEETHRU
Registration Number:	3002460	SING A TUNE BALLOONS
Serial Number:	97450060	ANAGRAM ADVANTAGE
Serial Number:	88354591	INSIDERS
Registration Number:	2598449	SING-A-TUNE
Registration Number:	6754162	SUPERSHAPE
Registration Number:	1640770	CLASSIC NEW JERSEY
Registration Number:	5942130	TWIRLZ
Registration Number:	5873198	ULTRASHAPE
Registration Number:	4509550	VALUELINE BALLOONS PLUS
Registration Number:	4509551	VALUELINE BALLOONS PLUS
Registration Number:	3322673	XL XTRALIFE

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 2028357500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	46883.00001
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	11/17/2023

Total Attachments: 7

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

This GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this “Agreement”), dated as of November 14, 2023, is entered into by **ANAGRAM INTERNATIONAL, INC.**, a Minnesota corporation with principal offices at 7700 Anagram Drive, Eden Prairie, MN 55344 (the “Grantor”) and **GLAS TRUST COMPANY LLC**, a limited liability company organized and existing under the laws of the State of New Hampshire, with offices at 3 Second Street, Suite 206, Jersey City, NJ 07311, as collateral agent for the benefit of the DIP Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

WHEREAS, the Collateral Agent desires to acquire a security interest in the United States trademarks and United States trademark applications set forth in Schedule A attached hereto (collectively, the “Trademarks”); and

WHEREAS, the Grantor is willing to grant to the Collateral Agent a security interest in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of (i) the Senior Secured Superpriority Debtor-in-Possession Security Agreement dated as of the date hereof (as amended, modified, restated, and/or supplemented from time to time, the “Security Agreement”), by and among the Grantor, the other grantors party thereto and the Collateral Agent and (ii) the Senior Secured Superpriority Debtor-in-Possession Note Purchase Agreement dated as of November 8, 2023 hereof (as amended, modified, restated and/or supplemented from time to time, the “DIP Note Purchase Agreement”), by and among the Grantor, the other parties party thereto and the Collateral Agent, the Grantor and the Collateral Agent agree as follows:

i. 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.

ii. Grant of Security Interest

a. Subject to the entry, terms and conditions of the Bankruptcy Court DIP Order, 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 in cash of the Secured DIP Obligations, the Grantor hereby pledges, collaterally assigns, mortgages, transfers and grants to the Collateral Agent on behalf of and for the benefit of the DIP Secured Parties with the priority specified in the Bankruptcy Court DIP Order, a continuing security interest in all of the Grantor’s right, title and interest in, to and under

the Trademarks and all Proceeds and products of the foregoing. Notwithstanding the foregoing, the Trademarks shall not include any intent-to-use (or similar) trademark applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use trademark applications (or any resulting registration) under applicable law.

b. This Agreement has been granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights, protections, powers, immunities, indemnities and remedies of the Collateral Agent with respect to the security interest granted herein shall be as afforded to it as Collateral Agent under the 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 Security Agreement, the provisions of the Security Agreement shall govern.

iii. Termination of Security Interest

Upon the occurrence of the Termination Date, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Agreement.

iv. Authorization; Constitution

To the extent applicable, the parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States record this security interest in the Trademarks.

v. Governing Law

EXCEPT TO THE EXTENT SUPERSEDED BY THE BANKRUPTCY CODE, THIS SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SECURITY 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.

vi. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Collateral Agent, the Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Collateral Agent given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

vii. Counterparts

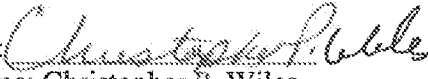
This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page

of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other customary means of electronic transmission shall be as 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.

[Remainder of this page intentionally left blank; signature page follows]

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

ANAGRAM INTERNATIONAL, INC.,
as Grantor

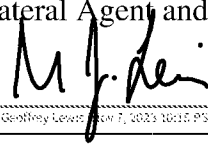
BY: 
Name: Christopher P. Wiles
Title: Vice President Finance &
Administration

[Signature Page to DIP Trademark Security Agreement]

TRADEMARK
REEL: 008262 FRAME: 0068

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

GLAS TRUST COMPANY LLC,
as Collateral Agent and Grantee

By 
Geoffrey Lewis (JAN 7, 2023 10:10 PST)
Name:
Title: Geoffrey Lewis
Vice President

[Signature Page to DIP Trademark Security Agreement]

TRADEMARK
REEL: 008262 FRAME: 0069

SCHEDULE A

Trademarks

Trademark	App. No./Reg. No.	Reg. Date	Owner Name
A ANAGRAM and Design	Reg. No.:PR 218113	January 17, 2018	Anagram International, Inc.
A ANAGRAM and Design	App. No.:87437138 Reg. No.:5345931	November 28, 2017	Anagram International, Inc.
A anagram and Design	Reg. No.:1365172	July 20, 2017	Anagram International, Inc.
AIRLOONZ	App. No.:97330147 Reg. No.:7042000	May 2, 2023	Anagram International, Inc.
AIRLOONZ	Reg. No.:1664833	May 9, 2022	Anagram International, Inc.
AIRWALKERS	App. No.:73746711 Reg. No.:1533437	April 4, 1989	ANAGRAM INTERNATIONAL, INC.
ANAGRAM	App. No.:74457658 Reg. No.:1905750	July 18, 1995	Anagram International, Inc.
ANAGRAM	Reg. No.:698035	August 14, 1998	Anagram International Inc.
ANAGRAM ADVANTAGE	App. No.:97450060		Anagram International, Inc.
ANAGRAM ADVANTAGE	Reg. No.:1672353	June 15, 2022	Anagram International, Inc.
ANAGRAM and Design	App. No.:75087374 Reg. No.:2052522	April 15, 1997	Anagram International, Inc.
ANGLEZ	App. No.:88352229 Reg. No.:5872958	October 1, 2019	Anagram International, Inc.
BALLOON BUDDIES	App. No.:90738700 Reg. No.:6751853	June 7, 2022	Anagram International, Inc.
BALLOON BUDDIES	Reg. No.:1630170	November 1, 2021	Anagram International, Inc.
COLOR BLAST	App. No.:88352679 Reg. No.:5872984	October 1, 2019	Anagram International, Inc.
CUBEZ	App. No.:88352584 Reg. No.:5971018	January 28, 2020	Anagram International, Inc.
Design Only	App. No.:75087368 Reg. No.:2052521	April 15, 1997	Anagram International, Inc.
DIAMONDZ	App. No.:88352664 Reg. No.:5971020	January 28, 2020	Anagram International, Inc.
EZ-FILL	App. No.:88352489 Reg. No.:5872972	October 1, 2019	Anagram International, Inc.
HELIUM SAVERS	App. No.:85744847 Reg. No.:4322435	April 16, 2013	Anagram International, Inc.
INSIDERS	App. No.:88354591 Reg. No.:5873202	October 1, 2019	Anagram International, Inc.
INTRICATES	App. No.:88354584 Reg. No.:5873201	October 1, 2019	Anagram International, Inc.
ORBZ	App. No.:88082621 Reg. No.:5749340	May 14, 2019	Anagram International, Inc.
Orbz	Reg. No.:1661395	April 11, 2022	Anagram International, Inc.
SATIN LUXE	App. No.:88352648 Reg. No.:5883471	October 15, 2019	Anagram International, Inc.
SEETHRU	App. No.:88356578 Reg. No.:5948031	December 31, 2019	Anagram International, Inc.
SING A TUNE BALLOONS and Design	App. No.:76977684 Reg. No.:3002460	September 27, 2005	Anagram International, Inc.

SING-A-TUNE	App. No.:75707523 Reg. No.:2598449	July 23, 2002	Anagram International, Inc.
SUPERSHAPE	App. No.:90850550 Reg. No.:6754162	June 7, 2022	Anagram International, Inc.
SUPERSHAPE	Reg. No.:1640770	December 21, 2021	Anagram International, Inc.
TWIRLZ	App. No.:88354573 Reg. No.:5942130	December 24, 2019	Anagram International, Inc.
ULTRASHAPE	App. No.:88354550 Reg. No.:5873198	October 1, 2019	Anagram International, Inc.
VALUELINE BALLOONS PLUS	App. No.:85938620 Reg. No.:4509550	April 8, 2014	Anagram International, Inc.
VALUELINE BALLOONS PLUS and Design	App. No.:85938638 Reg. No.:4509551	April 8, 2014	Anagram International, Inc.
XL XTRALIFE and Design	App. No.:77072549 Reg. No.:3322673	October 30, 2007	Anagram International, Inc.