

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM865085

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Celebration Bidco, LLC		12/29/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	GLAS AMERICAS LLC, as collateral agent
Street Address:	3 Second Street, Suite 206
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07311
Entity Type:	Limited Liability Company: NEW YORK

PROPERTY NUMBERS Total: 26

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

CH \$665.00 4509550

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5883471	SATIN LUXE
Registration Number:	5942130	TWIRLZ
Registration Number:	5948031	SEETHRU
Registration Number:	5971018	CUBEZ
Registration Number:	5971020	DIAMONDZ
Registration Number:	7042000	AIRLOONZ
Registration Number:	6754162	SUPERSHAPE
Registration Number:	6751853	BALLOON BUDDIES

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:	46883.00002
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	01/02/2024

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 December 29, 2023, is entered into by **CELEBRATION BIDCO, LLC**, a Delaware limited liability company with principal offices at 7700 Anagram Drive, Eden Prairie, MN (the “Grantor”) and **GLAS AMERICAS LLC**, with offices at 3 Second Street, Suite 206, Jersey City, NJ 07311 (the “Grantee”), as collateral agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

WHEREAS, the Grantee 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 Grantee 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 the First Lien Pledge and Security Agreement, dated as of December 29, 2023, by and among the Grantor, the Subsidiary Parties from time to time party thereto and the Grantee (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”), the Grantor and the Grantee 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. 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 hereby pledges, collaterally assigns, mortgages, transfers and grants to the Grantee on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of the Grantor’s right, title and interest in, to and under (i) the Trademarks and the goodwill of the business symbolized by the Trademarks; (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;. 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 Grantee under the Security Agreement. The rights, protections, powers, immunities, indemnities and remedies of the Grantee 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 Grantee 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

THIS AGREEMENT 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.

vi. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantee 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 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

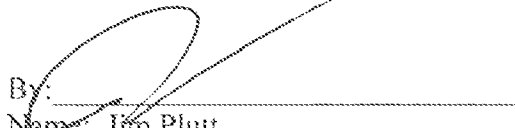
to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable 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.

[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.

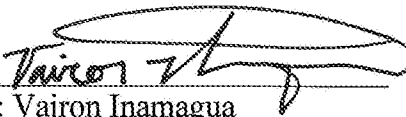
GRANTOR:

CELEBRATION BIDCO, LLC

By: 
Name: Jim Plutt
Title: President

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

GLAS AMERICAS LLC,
as Collateral Agent and Grantee

By 
Name: Vairon Inamagua
Title: Assistant Vice President

SCHEDULE A

Trademarks

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name
VALUELINE BALLOONS PLUS	85938620	App 21-MAY-2013	4509550	Reg 08-APR-2014	Celebration Bidco, LLC
VALUELINE BALLOONS PLUS	85938638	App 21-MAY-2013	4509551	Reg 08-APR-2014	Celebration Bidco, LLC
HELIUM SAVERS	85744847	App 03-OCT-2012	4322435	Reg 16-APR-2013	Celebration Bidco, LLC
XL XTRALIFE	77072549	App 28-DEC-2006	3322673	Reg 30-OCT-2007	Celebration Bidco, LLC
SING-A-TUNE BALLOONS	76977684	App 09-AUG-2002	3002460	Reg 27-SEP-2005	Celebration Bidco, LLC
SING-A-TUNE	75707523	App 17-MAY-1999	2598449	Reg 23-JUL-2002	Celebration Bidco, LLC
Design Only	75087368	App 12-APR-1996	2052521	Reg 15-APR-1997	Celebration Bidco, LLC
ANAGRAM	75087374	App 12-APR-1996	2052522	Reg 15-APR-1997	Celebration Bidco, LLC
ANAGRAM	74457658	App 12-NOV-1993	1905750	Reg 18-JUL-1995	Celebration Bidco, LLC
AIRWALKERS	73746711	App 17-AUG-1988	1533437	Reg 04-APR-1989	Celebration Bidco, LLC
A ANAGRAM	87437138	5/4/2017	5345931	11/28/2017	Celebration Bidco, LLC
ORBZ	88082621	8/17/2018	5749340	5/14/2019	Celebration Bidco, LLC
ANGLEZ	88352229	3/22/2019	5872958	10/1/2019	Celebration Bidco, LLC
EZ-FILL	88352489	3/22/2019	5872972	10/1/2019	Celebration Bidco, LLC
COLOR BLAST	88352679	3/22/2019	5872984	10/1/2019	Celebration Bidco, LLC
ULTRASHAPE	88354550	3/25/2019	5873198	10/1/2019	Celebration Bidco, LLC
INTRICATES	88354584	3/25/2019	5873201	10/1/2019	Celebration Bidco, LLC
INSIDERS	88354591	3/25/2019	5873202	10/1/2019	Celebration Bidco, LLC
SATIN LUXE	88352648	3/22/2019	5883471	10/15/2019	Celebration Bidco, LLC
TWIRLZ	88354573	3/25/2019	5942130	12/24/2019	Celebration Bidco, LLC
SEETHRU	88356578	3/26/2019	5948031	12/31/2019	Celebration Bidco, LLC
CUBEZ	88352584	3/22/2019	5971018	1/28/2020	Celebration Bidco, LLC
DIAMONDZ	88352664	3/22/2019	5971020	1/28/2020	Celebration Bidco, LLC
AIRLOONZ	97330147	3/25/2022	7042000	5/2/2023	Celebration Bidco, LLC

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name
SUPERSHAPE	90850550	7/27/2021	6754162	6/7/2022	Celebration Bidco, LLC
BALLOON BUDDIES	90738700	5/27/2021	6751853	6/7/2022	Celebration Bidco, LLC

Sch. A - 2