

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM865088

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Anagram International, Inc.		12/29/2023	Corporation: MINNESOTA

RECEIVING PARTY DATA

Name:	Celebration Bidco, LLC
Street Address:	7700 Anagram Drive
City:	Eden Prairie
State/Country:	MINNESOTA
Postal Code:	55344
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	4509551	VALUELINE BALLOONS PLUS
Registration Number:	4509550	VALUELINE BALLOONS PLUS
Registration Number:	5345931	A ANAGRAM
Registration Number:	5749340	ORBZ
Registration Number:	5872958	ANGLEZ
Registration Number:	5872984	COLOR BLAST
Registration Number:	5872972	EZ-FILL
Registration Number:	5873202	INSIDERS
Registration Number:	5873201	INTRICATES
Registration Number:	5873198	ULTRASHAPE
Registration Number:	5883471	SATIN LUXE
Registration Number:	5942130	TWIRLZ
Registration Number:	5948031	SEETHRU
Registration Number:	5971018	CUBEZ
Registration Number:	5971020	DIAMONDZ
Registration Number:	6751853	BALLOON BUDDIES
Registration Number:	6754162	SUPERSHAPE
Registration Number:	7042000	AIRLOONZ

CH \$690.00 4509551

Property Type	Number	Word Mark
Registration Number:	1533437	AIRWALKERS
Registration Number:	1905750	ANAGRAM
Registration Number:	2052521	
Registration Number:	2052522	ANAGRAM
Registration Number:	2598449	SING-A-TUNE
Registration Number:	3002460	SING A TUNE BALLOONS
Registration Number:	3322673	XL XTRALIFE
Registration Number:	4322435	HELIUM SAVERS
Serial Number:	97450060	ANAGRAM ADVANTAGE

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: 15

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of December 29, 2023, is entered into by and among Anagram International, Inc., a Minnesota corporation (the “Assignor”), and Celebration Bidco, LLC, a Delaware limited liability company (the “Assignee”), pursuant to that certain Asset Purchase Agreement, dated as of November 8, 2023, by and among Anagram Holdings, LLC, a Delaware limited liability company (the “Company”), Assignor and Anagram International Holdings, Inc., a Minnesota corporation (“International Holdings”, and together with the Company and Assignor, each a “Seller” and collectively the “Sellers”) and Assignee (as may be amended, supplemented or otherwise modified from time to time, the “Purchase Agreement”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

WITNESSETH:

WHEREAS, pursuant to Section 2.1 of the Purchase Agreement, Assignee has agreed to purchase, acquire and accept from the Sellers, and the Sellers have agreed to sell, transfer, convey and deliver to Assignee, all of the Sellers’ right, title and interest in, to and under the Purchased Assets, free and clear of all Liens other than those created by Assignee and other than Permitted Exceptions; and

WHEREAS, pursuant to Section 4.2(b) of the Purchase Agreement, the parties hereto have agreed to execute and deliver this Agreement to evidence the sale, transfer, conveyance and delivery of the Registered Purchased Intellectual Property from Sellers to Assignee, including the Trademarks set forth on Exhibit A hereto, as of the Closing.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Transfer of the Purchased Assets. On the terms and subject to the conditions set forth in the Purchase Agreement, Assignor hereby sells, transfers, conveys and delivers to Assignee, all of Assignor’s right, title and interest in, to and under the Trademarks set forth on Exhibit A hereto (together with the goodwill associated and symbolized by the foregoing), free and clear of all Liens other than those created by Assignee and other than Permitted Exceptions.

2. Further Assurances. To the extent after the date hereof any further action is necessary to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement, the Assignor hereto agrees to take such further actions, including the execution and delivery of further instruments, assignments, assurances and other documents, as Assignee may reasonably request at Assignee’s sole cost and expense.

3. Terms of the Purchase Agreement. Nothing in this Agreement is intended to supersede, enlarge or modify in any way the Sellers’ or Assignee’s representations, warranties or agreements in the Purchase Agreement. This Agreement shall be subject to the terms of the Purchase Agreement and construed consistently therewith. In the event of conflict between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern.

4. Miscellaneous. Article XII (“*Miscellaneous*”) of the Purchase Agreement is hereby incorporated herein by reference, *mutatis mutandis*.

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

ASSIGNEE:

CELEBRATION BIDCO, LLC

DocuSigned by:
By: Jim Plutt
Name: Jim Plutt
Title: President

ASSIGNOR:

ANAGRAM INTERNATIONAL, INC.

DocuSigned by:
By: Adrian Frankum
Name: Adrian Frankum
Title: Chief Restructuring Officer

EXHIBIT A

Trademarks

Jurisdiction	Mark	App. No. / Reg. No.	Record Owner
Malaysia	A anagram and Design	App. No.:2018000573 Reg. No.:2018000573	Anagram International, Inc.
US Federal	ANAGRAM ADVANTAGE	App. No.:97450060	Anagram International, Inc.
Canada	ANAGRAM ADVANTAGE	App. No.:2198051	ANAGRAM INTERNATIONAL, INC.
Paraguay	ANAGRAM and Design	App. No.:2201508	ANAGRAM INTERNATIONAL, INC
Paraguay	M&D INDUSTRIES and Design	App. No.:1046268	ANAGRAM INTERNATIONAL, INC.
Peru	A ANAGRAM and Design	App. No.:M780484/2019	ANAGRAM INTERNATIONAL, INC.
Venezuela	ANAGRAM and Design	App. No.:M2019/000054 Reg. No.:P377380	ANAGRAM INTERNATIONAL, INC.
El Salvador	Anagram and Design	App. No.:20100143840	ANAGRAM INTERNATIONAL, INC.
Honduras	ANAGRAM and Design	App. No.:32789-2010	ANAGRAM INTERNATIONAL, INC.
Indonesia	A anagram and Design	App. No.:DID2018007907 Reg. No.:IDM000740363	Anagram International, Inc.

Jurisdiction	Mark	App. No. / Reg. No.	Record Owner
Lebanon	A anagram and Design	App. No.:180785	Anagram International, Inc.
Mexico	ANAGRAM ADVANTAGE	App. No.:M2790401	ANAGRAM INTERNATIONAL, INC.
Mexico	ANAGRAM ADVANTAGE	App. No.:M2790400	ANAGRAM INTERNATIONAL, INC.
Mexico	M&D	App. No.:M2546254	ANAGRAM INTERNATIONAL, INC.
Mexico	ORBZ	App. No.:M2757639	ANAGRAM INTERNATIONAL, INC.
Qatar	A anagram and Design	App. No.:115820	Anagram International, Inc.
Singapore	AIRLOONZ	App. No.:40202256597V	Anagram International, Inc.
South Africa	ANAGRAM INTERNATIONAL, INC.	App. No.:1995/11805	Anagram International Incorporated
South Africa	Anagram International, inc.	App. No.:1995/11807	Anagram International Incorporated
South Africa	ANAGRAM INTERNATIONAL, INC.	App. No.:1995/11806	Anagram International Incorporated
South Africa	A ANAGRAM	App. No.:2019/00291	Anagram International, Inc.

Jurisdiction	Mark	App. No. / Reg. No.	Record Owner
United Arab Emirates	A anagram and Design	App. No.:275435	Anagram International, Inc.
US State	A ANAGRAM and Design	Reg. No.:PR 218113	ANAGRAM INTERNATIONAL, INC.
Argentina	ANAGRAM	App. No.:3519292 Reg. No.:2860191	ANAGRAM INTERNATIONAL, INC
Argentina	A ANAGRAM and Design	App. No.:3676363 Reg. No.:3248228	ANAGRAM INTERNATIONAL, INC
Australia	ANAGRAM	App. No.:625755 Reg. No.:625755	Anagram International, Inc
Australia	A ANAGRAM and Design	App. No.:1980613 Reg. No.:1980613	Anagram International, Inc.
Australia	Orbz	App. No.:2270726 Reg. No.:2270726	ANAGRAM INTERNATIONAL, INC.
Australia	SUPERSHAPE	App. No.:2269327 Reg. No.:2269327	Anagram International, Inc.
Australia	ANAGRAM ADVANTAGE	App. No.:2283305 Reg. No.:2283305	ANAGRAM INTERNATIONAL, INC.
Brazil	ANAGRAM	App. No.:818422920	ANAGRAM INTERNATIONAL INC.
Brazil	M&D INDUSTRIES and Design	App. No.:903126885	ANAGRAM INTERNATIONAL INC.
Brazil	A ANAGRAM and Design	App. No.:913166596	ANAGRAM INTERNATIONAL, INC.
Canada	A ANAGRAM and Design	App. No.:1876019 Reg. No.:TMA1073736	Anagram International, Inc.

[Exhibit to Anagram Trademark Assignment]

TRADEMARK

REEL: 008305 FRAME: 0822

Jurisdiction	Mark	App. No. / Reg. No.	Record Owner
Chile	ANAGRAM and Design	App. No.:927825 Reg. No.:988813	ANAGRAM INTERNATIONAL, INC.
Chile	A ANAGRAM and Design	App. No.:1277020 Reg. No.:1279147	ANAGRAM INTERNATIONAL, INC.
China	ANAGRAM	App. No.:5863755-28 Reg. No.:5863755	阿那格瑞姆国际有限公司
China	ANAGRAM	App. No.:12182800-28 Reg. No.:12182800	阿那格瑞姆国际有限公司; ANAGRAM INTERNATIONAL, INC.
Colombia	ANAGRAM and Design	App. No.:10135417 Reg. No.:427225	ANAGRAM INTERNATIONAL, INC.
Colombia	A ANAGRAM and Design	App. No.:SD20190040084 Reg. No.:636923	ANAGRAM INTERNATIONAL, INC.
Ecuador	M&D INDUSTRIES and Design	App. No.:M237313 Reg. No.:4938	ANAGRAM INTERNATIONAL, INC.
Ecuador	ANAGRAM and Design	App. No.:M237312 Reg. No.:4937	ANAGRAM INTERNATIONAL, INC.

Jurisdiction	Mark	App. No. / Reg. No.	Record Owner
El Salvador	ANAGRAM and Design	App. No.:2010105154	ANAGRAM INTERNATIONAL, INC.
European Union (EUTM)	ANAGRAM	App. No.:000294686 Reg. No.:000294686	ANAGRAM INTERNATIONAL INC.
European Union (EUTM)	ValueLine Balloons Plus and Design	App. No.:011866944 Reg. No.:011866944	ANAGRAM INTERNATIONAL INC.
European Union (EUTM)	ORBZ	App. No.:018096666 Reg. No.:018096666	ANAGRAM INTERNATIONAL INC.
Hong Kong	A anagram and Design	App. No.:304221530 Reg. No.:304221530	Anagram International, Inc
India	ANAGRAM	App. No.:684826 Reg. No.:684826	ANAGRAM INTERNATIONAL INC.
Indonesia	ORBZ	App. No.:DID2020007187 Reg. No.:IDM000877961	ANAGRAM INTERNATIONAL, INC.
Indonesia	SUPERSHAPE and Design	App. No.:M0020221640770 Reg. No.:IDM001018441	Anagram International, Inc.
Israel	A anagram	App. No.:298339	Anagram International, Inc.
Japan	Funfoil	App. No.:2019-098870 Reg. No.:6262058	アナグラム インターナショナル インク

Jurisdiction	Mark	App. No. / Reg. No.	Record Owner
Japan	HEWN	App. No.:2019-098872 Reg. No.:6262060	アナグラム インターナシ ヨナル インク
Japan	Partigos	App. No.:2019-098871 Reg. No.:6262059	アナグラム インターナシ ヨナル インク
Japan	O R B Z	App. No.:2021-053586 Reg. No.:6488047	アナグラム インターナシ ヨナル インク
Kuwait	A anagram and Design	App. No.:190778	Anagram International, Inc.
Mexico	Design Only	App. No.:M300360 Reg. No.:580379	ANAGRAM INTERNATIONAL, INC.
Mexico	ANAGRAM	App. No.:M300361 Reg. No.:692135	ANAGRAM INTERNATIONAL, INC.
Mexico	A ANAGRAM and Design	App. No.:M1947638 Reg. No.:1905731	ANAGRAM INTERNATIONAL, INC.
Mexico	VALUELINE BALLOONS PLUS	App. No.:M2546252 Reg. No.:2285203	ANAGRAM INTERNATIONAL, INC.
Mexico	SUPERSHAPE	App. No.:M2691493 Reg. No.:2559830	ANAGRAM INTERNATIONAL, INC.
Nicaragua	ANAGRAM and Design	App. No.:M2010-003421 Reg. No.:2014101255	ANAGRAM INTERNATIONAL, INC.

Jurisdiction	Mark	App. No. / Reg. No.	Record Owner
Nicaragua	M&D INDUSTRIES and Design	App. No.:M2010-003420 Reg. No.:2015111766	ANAGRAM INTERNATIONAL, INC.
Norway	ANAGRAM	App. No.:199808908	Anagram International Inc
Paraguay	ANAGRAM and Design	App. No.:1046271 Reg. No.:359635	ANAGRAM INTERNATIONAL, INC
Saudi Arabia	A anagram and Design	App. No.:1438021948	Anagram International Inc.
Singapore	A anagram	App. No.:40201718053S	Anagram International, Inc.
Taiwan	ANAGRAM and Design	App. No.:107006547 Reg. No.:01935941	ANAGRAM INTERNATIONAL, INC.; 安能葛瑞國際有限公司
Turkey	a anagram	App. No.:2017/84620 Reg. No.:2017 84620	ANAGRAM INTERNATIONAL, INC.
Ukraine	A anagram	App. No.:m201911197 Reg. No.:294214	Анаграм Інтернешнл, Інк. (Anagram International, Inc.)
United Kingdom	ANAGRAM	App. No.:UK00900294686 Reg. No.:UK00900294686	Anagram International, Inc.

Jurisdiction	Mark	App. No. / Reg. No.	Record Owner
United Kingdom	ValueLine Balloons Plus and Design	App. No.:UK00911866944 Reg. No.:UK00911866944	Anagram International, Inc.
United Kingdom	A anagram and Design	App. No.:UK00801365172 Reg. No.:UK00801365172	Anagram International, Inc.
United Kingdom	ORBZ	App. No.:UK00918096666 Reg. No.:UK00918096666	Anagram International, Inc.
Uruguay	ANAGRAM and Design	App. No.:536277	ANAGRAM INTERNATIONAL, INC.
US Federal	VALUELINE BALLOONS PLUS and Design	App. No.:85938638 Reg. No.:4509551	Anagram International, Inc
US Federal	VALUELINE BALLOONS PLUS	App. No.:85938620 Reg. No.:4509550	Anagram International, Inc
US Federal	A ANAGRAM and Design	App. No.:87437138 Reg. No.:5345931	Anagram International, Inc.
US Federal	ORBZ	App. No.:88082621 Reg. No.:5749340	ANAGRAM INTERNATIONAL, INC.
US Federal	ANGLEZ	App. No.:88352229 Reg. No.:5872958	Anagram International, Inc.
US Federal	COLOR BLAST	App. No.:88352679 Reg. No.:5872984	Anagram International, Inc.
US Federal	EZ-FILL	App. No.:88352489 Reg. No.:5872972	Anagram International, Inc.
US Federal	INSIDERS	App. No.:88354591 Reg. No.:5873202	Anagram International, Inc.
US Federal	INTRICATES	App. No.:88354584 Reg. No.:5873201	Anagram International, Inc.
US Federal	ULTRASHAPE	App. No.:88354550 Reg. No.:5873198	Anagram International, Inc.

Jurisdiction	Mark	App. No. / Reg. No.	Record Owner
US Federal	SATIN LUXE	App. No.:88352648 Reg. No.:5883471	Anagram International, Inc.
US Federal	TWIRLZ	App. No.:88354573 Reg. No.:5942130	Anagram International, Inc.
US Federal	SEETHRU	App. No.:88356578 Reg. No.:5948031	Anagram International, Inc.
US Federal	CUBEZ	App. No.:88352584 Reg. No.:5971018	Anagram International, Inc.
US Federal	DIAMONDZ	App. No.:88352664 Reg. No.:5971020	Anagram International, Inc.
US Federal	BALLOON BUDDIES	App. No.:90738700 Reg. No.:6751853	Anagram International, Inc.
US Federal	SUPERSHAPE	App. No.:90850550 Reg. No.:6754162	Anagram International, Inc.
US Federal	AIRLOONZ	App. No.:97330147 Reg. No.:7042000	Anagram International, Inc.
Venezuela	ANAGRAM and Design	App. No.:M2010/018883 Reg. No.:P312495	ANAGRAM INTERNATIONAL, INC.
WIPO	A anagram and Design	Reg. No.:1365172	Anagram International, Inc.
WIPO	BALLOON BUDDIES	Reg. No.:1630170	Anagram International, Inc.
WIPO	SUPERSHAPE	Reg. No.:1640770	Anagram International, Inc.
WIPO	Orbz	Reg. No.:1661395	ANAGRAM INTERNATIONAL, INC.
WIPO	AIRLOONZ	Reg. No.:1664833	Anagram International, Inc.

Jurisdiction	Mark	App. No. / Reg. No.	Record Owner
WIPO	ANAGRAM ADVANTAGE	Reg. No.:1672353	ANAGRAM INTERNATIONAL, INC.
Bolivia	ANAGRAM and Design	App. No.:4860/2010 Reg. No.:132869	ANAGRAM INTERNATIONAL, INC.
Costa Rica	Anagram and Design	App. No.:2010-0010118 Reg. No.:210115	ANAGRAM INTERNATIONAL, INC
Hong Kong	XL XtraLife and Design	App. No.:302521890 Reg. No.:302521890	Anagram International, Inc
Hong Kong	Anagram and Design	App. No.:302521881 Reg. No.:302521881	Anagram International, Inc
Israel	ANAGRAM	App. No.:121739	Anagram International Inc.
Japan	ANAGRAM アナグラム	App. No.:1983-103380 Reg. No.:1844196	アナグラム インターナシ ヨナル インク
Japan	AIRWALKERS	App. No.:1989-005670 Reg. No.:2712860	アナグラム・インターナシ ヨナル・インコーポレー テッド
Malaysia	ANAGRAM and Design	App. No.:2013051075 Reg. No.:2013051075	Anagram International, Inc.

Jurisdiction	Mark	App. No. / Reg. No.	Record Owner
Malaysia	XL XTRALIFE (Stylized)	App. No.:2013051076 Reg. No.:2013051076	Anagram International, Inc.
Panama	ANAGRAM INTERNATIONAL, INC. and Design	App. No.:M73300-01 Reg. No.:73300	ANAGRAM INTERNATIONAL, INC.
Panama	ANAGRAM INTERNATIONAL, INC. and Design	App. No.:M76956-01 Reg. No.:76956	ANAGRAM INTERNATIONAL, INC.
Panama	A ANAGRAM and Design	App. No.:M263719-01 Reg. No.:263719	ANAGRAM INTERNATIONAL, INC.
Peru	ANAGRAM and Design	App. No.:M55055/1998 Reg. No.:P00047597	ANAGRAM INTERNATIONAL INC.
Peru	M&D INDUSTRIES and Design	App. No.:M436458/2010 Reg. No.:P00172517	ANAGRAM INTERNATIONAL INC.
Peru	ANAGRAM and Design	App. No.:M716970/2017 Reg. No.:T00018406	ANAGRAM INTERNATIONAL INC.
Peru	A ANAGRAM and Design	App. No.:M780484/2019 Reg. No.:P00276402	ANAGRAM INTERNATIONAL, INC.
Spain	ANAGRAM and Design	App. No.:M1628560 Reg. No.:M1628560	ANAGRAM INTERNATIONAL INC.

Jurisdiction	Mark	App. No. / Reg. No.	Record Owner
US Federal	AIRWALKERS	App. No.:73746711 Reg. No.:1533437	ANAGRAM INTERNATIONAL, INC.
US Federal	ANAGRAM	App. No.:74457658 Reg. No.:1905750	Anagram International, Inc.
US Federal	Design Only	App. No.:75087368 Reg. No.:2052521	Anagram International, Inc.
US Federal	ANAGRAM and Design	App. No.:75087374 Reg. No.:2052522	Anagram International, Inc.
US Federal	SING-A-TUNE	App. No.:75707523 Reg. No.:2598449	ANAGRAM INTERNATIONAL, INC.
US Federal	SING A TUNE BALLOONS and Design	App. No.:76977684 Reg. No.:3002460	ANAGRAM INTERNATIONAL, INC.
US Federal	XL XTRALIFE and Design	App. No.:77072549 Reg. No.:3322673	Anagram International, Inc.
US Federal	HELIUM SAVERS	App. No.:85744847 Reg. No.:4322435	Anagram International, Inc.
WIPO	ANAGRAM	Reg. No.:698035	Anagram International Inc.