

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM867293

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION		12/29/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	ANAGRAM INTERNATIONAL, INC.		
Street Address:	7700 ANAGRAM DRIVE		
City:	EDEN PRAIRIE		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	Corporation: MINNESOTA		
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	
Registration Number:	5883471	SATIN LUXE	

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Property Type	Number	Word Mark
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: 6502515002

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: 6502515332

Email: ksolomon@stblaw.com

Correspondent Name: MARK NATIVIDAD, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 2475 HANOVER STREET

Address Line 4: PALO ALTO, CALIFORNIA 94304-1114

ATTORNEY DOCKET NUMBER:	005208/0001
NAME OF SUBMITTER:	MARK NATIVIDAD
SIGNATURE:	/MN/
DATE SIGNED:	01/10/2024

Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST

This TERMINATION AND RELEASE (“Release”) is dated as of December 29, 2023 by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and permitted assigns, the “Agent”) in favor of **ANAGRAM INTERNATIONAL, INC.**, a Minnesota corporation (the “Grantor”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of May 7, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Anagram Holdings, LLC, a Delaware limited liability company, the Grantor, the Lenders (as defined therein), and the Agent, the Lender Group (as defined therein) agreed to make certain Loans (as defined therein) and other financial accommodations available to Borrowers (as defined therein) from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to that certain (i) Guaranty and Security Agreement, dated as of May 7, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”) by and among the Grantor and the Agent, and (ii) Trademark Security Agreement, dated as of May 7, 2021 (the “Trademark Security Agreement”) by and among the Grantor and the Agent, Grantor unconditionally granted, collaterally assigned, and pledged to the Agent, for each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations (whether then existing or thereafter arising), the Security Interest in all of Grantor’s right, title and interest in and to its Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 8, 2021, at Reel/Frame 7286/0035 and on May 12, 2023, at Reel/Frame 8071/0303; and

WHEREAS, the Agent now desires to terminate, release, discharge and cancel the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for and in consideration of the recitals made above and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Agent agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used herein (including in the preamble and recitals hereof) without definition shall have the meanings ascribed hereto in the Guaranty and Security Agreement or the Trademark Security Agreement or, if not defined therein, in the Credit Agreement. This Release shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **RELEASE OF SECURITY INTEREST**. The Agent, on behalf of each member of the Lender Group and each of the Bank Product Providers, hereby terminates, releases, discharges and cancels its Security Interest in the Trademark Collateral, including those referred to on Schedule

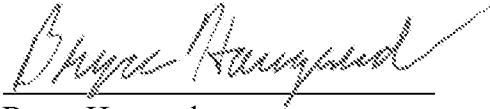
I, and all of the Agent's right, title and interest in and to such Trademark Collateral shall hereby cease and become void.

3. FURTHER ASSURANCES. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary, desirable or useful to further the intents and purposes of this Release.

4. MISCELLANEOUS. Section 6 of the Trademark Security Agreement is incorporated herein by reference, mutatis mutandis.

IN WITNESS WHEREOF, the undersigned has executed this Release as of the date first written above.

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, in its capacity as Agent

By: 

Name: Bryce Haugrud

Title: Assistant Vice President

SCHEDULE I
TRADEMARKS

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

SCHEDULE I
(continued)

TRADEMARKS

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name
AIRLOONZ	97330147	3/25/2022	7042000	5/2/2023	Anagram International, Inc.
SUPERSHAPE	90850550	7/27/2021	6754162	6/7/2022	Anagram International, Inc.
BALLOON BUDDIES	90738700	5/27/2021	6751853	6/7/2022	Anagram International, Inc.