

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM867737

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WILMINGTON SAVINGS FUND SOCIETY, FSB, as collateral trustee		12/29/2023	Federal Savings Bank: DELAWARE

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: 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:	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

CH \$640.00 4459321

Property Type	Number	Word Mark
Registration Number:	5873198	ULTRASHAPE
Registration Number:	5873201	INTRICATES
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: 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: 01/11/2024

Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

This TERMINATION AND RELEASE (“Release”) is dated as of December 29, 2023 by **WILMINGTON SAVINGS FUND SOCIETY, FSB**, as collateral trustee for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Trustee”) in favor of **ANAGRAM INTERNATIONAL, INC.**, a Minnesota corporation (the “Grantor”).

WITNESSETH:

WHEREAS, Anagram Holdings, LLC, a Delaware limited liability company, as issuer (together with Grantor, the “Issuers”) and Collateral Trustee are parties to a Second 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, 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 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 Trademarks listed on Schedule A hereto (collectively, the “Trademark Collateral”);

WHEREAS, in connection with the Security Agreement and Security Interest Assignment (as defined below), Collateral Trustee is a party to that certain Grant of Security Interest In United States Trademarks dated as of July 30, 2020 (the “Trademark Security Agreement”) with the Grantor, and such Trademark Security Agreement was recorded in the United States Patent and Trademark Office (the “USPTO”) on July 31, 2020 at Reel/Frame 7012/0092;

WHEREAS, in connection with the Assignment of Security Interest In Trademarks (“Security Interest Assignment”), dated as of September 18, 2023, recorded in the United States Patent and Trademark Office (the “USPTO”) on September 19, 2023 at Reel/Frame 8204/0554, the Collateral Trustee succeeded to the rights, powers, duties and obligations under the Trademark Security Agreement as if Collateral Trustee were the original collateral trustee thereunder; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Trustee hereby agrees as follows:

- i. Definitions. Unless otherwise defined herein, terms defined in the Security Agreement or the Trademark Security Agreement and used herein have the meaning given to them in the Security Agreement or the Trademark Security Agreement, as applicable.
- ii. Release of Security Interest. The Collateral Trustee hereby terminates, releases, discharges and cancels all of its Security Interest in, to and under the Trademark Collateral, and any right,

title or interest of the Collateral Trustee in the Trademark Collateral shall hereby cease and become void.

iii. Further Assurances. The Collateral Trustee 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.

iv. Miscellaneous. Sections iv, v and vi of the Trademark Security Agreement are incorporated herein by reference, *mutatis mutandis*.

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

**WILMINGTON SAVINGS FUND SOCIETY,
FSB**, in its capacity as Collateral Trustee

By: 

Name: Lizbet Hmojosa

Title: Vice President

[Signature Page to Termination and Release of Security Interest]

**TRADEMARK
REEL: 008315 FRAME: 0140**

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.