

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Patents
CONVEYING PARTY DATA	
Name	Execution Date
General Electric Capital Corporation as collateral agent	12/23/2005
RECEIVING PARTY DATA	
Name:	AMSCAN INC.
Street Address:	80 Grasslands Road
City:	Elmsford
State/Country:	NEW YORK
Postal Code:	10523
Name:	AM-SOURCE, LLC
Street Address:	80 Grasslands Road
City:	Elmsford
State/Country:	NEW YORK
Postal Code:	10523
Name:	ANAGRAM INTERNATIONAL, INC.
Street Address:	80 Grasslands Road
City:	Elmsford
State/Country:	NEW YORK
Postal Code:	10523
Name:	M&D INDUSTRIES, INC.
Street Address:	80 Grasslands Road
City:	Elmsford
State/Country:	NEW YORK
Postal Code:	10523

PROPERTY NUMBERS Total: 30

CH \$1200.00 4917646

Property Type	Number
Patent Number:	4917646
Patent Number:	5108339
Patent Number:	5169353
Patent Number:	5188558
Patent Number:	5248275
Patent Number:	5259805
Patent Number:	5338243
Patent Number:	5378186
Patent Number:	5378299
Patent Number:	5482492
Patent Number:	5514022
Patent Number:	5595521
Patent Number:	5713777
Patent Number:	5733406
Patent Number:	5779614
Patent Number:	5797783
Patent Number:	5806165
Patent Number:	5819448
Patent Number:	5857636
Patent Number:	6076758
Patent Number:	D337480
Patent Number:	D414222
Patent Number:	D415841
Patent Number:	6878422
Patent Number:	D335403
Patent Number:	D342844
Patent Number:	D361449
Patent Number:	D339268
Application Number:	10015441
Application Number:	10015977

CORRESPONDENCE DATA

Fax Number: (202)728-0744

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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NAME OF SUBMITTER:

Christine Wilson

Total Attachments: 4

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RELEASE OF SECURITY AGREEMENT IN PATENTS

THIS RELEASE OF SECURITY INTEREST IN PATENTS (this "Release") is made as of December 13, 2005 (the "Effective Date") between AMSCAN INC., a New York corporation, AM-SOURCE, LLC, a Rhode Island limited liability company, ANAGRAM INTERNATIONAL, INC., a Minnesota corporation, and M&D INDUSTRIES, INC, a Delaware corporation (each a "Grantor" and together the "Grantors") and GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

WHEREAS, pursuant to the terms and conditions of that certain Pledge and Security Agreement, dated as of April 30, 2004 between the Grantors and the Collateral Agent (the "Security Agreement"; all capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement), the Grantors granted to the Collateral Agent a continuing security interest in all of their right, title and interest in and to the patents, including without limitation the patents and patent applications set forth on Schedule I hereto (collectively, the "Patents");

WHEREAS, the Security Agreement was recorded with the U.S. Patent and Trademark Office on May 13, 2004, at Reel 015320 and Frames 0706, 0748, 0790; and Reel 015328 and Frame 0137; and

WHEREAS, the Company has paid in full all of its outstanding obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates the Patent Agreement, and hereby terminates, cancels, re-pledges, reassigns to the company and releases any and all security interests it has against the Patent Collateral, without warranty or recourse.

If and to the extent the Collateral Agent has acquired any right, title or interest to any of the Patent Collateral, it hereby assigns and transfers such right, title or interest to the Company.

The Collateral Agent shall take any and all reasonably required further actions, and provide to the Grantors and each of their respective successors, assigns, designees or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**GENERAL ELECTRIC CAPITAL
CORPORATION as Collateral Agent**

By: Michelle Handy
Name: Michelle Handy
Title: Duly Authorized Signatory

[Patent Release]

**PATENT
REEL: 017025 FRAME: 0201**

ACCEPTED AND ACKNOWLEDGED BY:

AMSCAN INC.
ANAGRAM INTERNATIONAL, INC.
M&D INDUSTRIES, INC.

By: 
Name: Michael A. Correale
Title: Vice President

AM-SOURCE, LLC
By Amscan Holdings, Inc.
Its sole member

By: 
Name: Michael A. Correale
Title: Vice President

[Patent Security Release]

SCHEDULE I
RELEASE OF SECURITY AGREEMENT IN PATENTS

U.S. Patents:

Patent No.	Assignee	Title	Inventors
6,878,422	Amscan Inc.	Three-Dimensional Hanging Decoration	Spaar, Keith
D335,403	Amscan Inc.	Display Rack	Rittenberg, Gerry
D361,449	Amscan Inc.	Display Rack	Rittenberg, Gerry
D342,844	Amscan Inc.	Display Rack	Rittenberg, Gerry
D337,480	Am-Source, LLC	Plate	Zabner, Adolf
D339,268	Am-Source, LLC	Embossed Plate	Zabner, Adolf
4,917,646	Anagram International, Inc.	Self-sealing valve, a Self-Sealing, Non-Latex Balloon, and a Method for Producing Such a Balloon	Kieves, Garry
5,108,339	Anagram International, Inc.	Non-Latex Inflatable Toy-Insider	Kieves, Garry
5,169,353	Anagram International, Inc.	Mechanism and Method for Interlocking Two Non-Latex Balloons	Myers, David
5,259,805	Anagram International, Inc.	Stabilized Appendage for a Novelty Balloon Product	Kieves, Garry
5,188,558	Anagram International, Inc.	Self-Sealing Refillable Plastic Balloon Valve	Barton, Leslie, et al.
5,338,243	Anagram International, Inc.	Three-Dimensional Non Latex Balloon	Kieves, Garry
5,713,777	Anagram International, Inc.	Non-Latex Inflatable Hand Puppet	Greenwald, Robert
5,819,448	Anagram International, Inc.	Card and Balloon Novelty Device	Kieves, Garry, et al.
6,076,758	Anagram International, Inc.	Balloon Weight	Kieves, Garry, et al.
D414,222	Anagram International, Inc.	Balloon Weight	Kieves, Garry, et al.
D415,841	Anagram International, Inc.	Balloon Weight	Kieves, Garry, et al.
5,248,275	M&D Industries, Inc. (M&D)	Balloon with Flat Film Valve and Method of Manufacture	McGrath, John et al.
5,378,299	M&D	Method of Making a Balloon with Flat Film Valve	McGrath, John et al.
5,482,492	M&D	Balloons and Balloon Valves	Becker, Charles
5,378,186	M&D	Balloon Assembly Connected by Tab and Encircling Collar	Becker, Charles
5,514,022	M&D	Toy Balloon Packaging	Harris, Dale
5,779,614	M&D	Method and Apparatus for Folding Toy Balloons	Kurtz, Richard
5,857,636	M&D	Method and Apparatus for Providing Securement for Toy Balloons	Kurtz, Richard
5,595,521	M&D	Balloons and Balloon Valves	Becker, Charles
5,733,406	M&D	Manufacture of Valves for Inflatable Articles	Knight, Karl
5,797,783	M&D	Toy Balloon Packaging	Harris, Dale
5,806,165	M&D	Method and Apparatus for Providing Securement for Toy Balloons	Kurtz, Richard

U.S. Patent Applications:

Appl. No.	Assignee	Title	Inventors
10/015,441	M&D	Buoyant Balloons	Van Dyke, Mark et al.
10/015,977	M&D	Extended Life Balloon	Ward, William et al.