

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT																								
NATURE OF CONVEYANCE:	Grant of Security Interest in US Patents [Term Loan Security Agreement]																								
CONVEYING PARTY DATA																									
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Amscan, Inc.</td> <td>07/27/2012</td> </tr> <tr> <td>AM-Source, Inc.</td> <td>07/27/2012</td> </tr> <tr> <td>Anagram International, Inc.</td> <td>07/27/2012</td> </tr> <tr> <td>M&D Industries, Inc. (f/k/a M&D Balloons, Inc. and d/b/a M&D Flexographic Printers, Inc.)</td> <td>07/27/2012</td> </tr> <tr> <td>Trisar, Inc.</td> <td>07/27/2012</td> </tr> </tbody> </table>		Name	Execution Date	Amscan, Inc.	07/27/2012	AM-Source, Inc.	07/27/2012	Anagram International, Inc.	07/27/2012	M&D Industries, Inc. (f/k/a M&D Balloons, Inc. and d/b/a M&D Flexographic Printers, Inc.)	07/27/2012	Trisar, Inc.	07/27/2012												
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<table border="1"> <tr> <td>Name:</td> <td>Deutsche Bank Trust Company Americas</td> </tr> <tr> <td>Street Address:</td> <td>60 Wall Street</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10005</td> </tr> </table>		Name:	Deutsche Bank Trust Company Americas	Street Address:	60 Wall Street	City:	New York	State/Country:	NEW YORK	Postal Code:	10005														
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Application Number:	12182243
Application Number:	13220829
Application Number:	13196554
Application Number:	13196495
Application Number:	13106458
Application Number:	13115292
Application Number:	11367663
Patent Number:	7972193
Patent Number:	7963820
Application Number:	12781380
Patent Number:	7658661
Application Number:	11811412
Application Number:	11586998
Patent Number:	D530756
Patent Number:	D529557
Patent Number:	D525319
Patent Number:	D524874
Application Number:	10986617
Patent Number:	6575805
Patent Number:	6076758
Patent Number:	D415841
Patent Number:	D414222
Patent Number:	5819448
Patent Number:	5338243
Patent Number:	5259805
Patent Number:	5188558
Patent Number:	5169353
Patent Number:	5108339
Patent Number:	4917646
Application Number:	11193556
Application Number:	61277403
Application Number:	11289876
Application Number:	60974973
Application Number:	12079799
Application Number:	12202655

	5797783
Patent Number:	5595521
Patent Number:	5482492
Patent Number:	5248275
Patent Number:	5806165
Patent Number:	5779614
Patent Number:	5733406
Patent Number:	5514022
Patent Number:	D361449
Patent Number:	5378299
Patent Number:	5713777

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	1111779-2292
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NAME OF SUBMITTER:	Christina Ishihara
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Total Attachments: 9

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**GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS**

This GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (this "Agreement"), dated as of July 27, 2012, is entered into by Amscan, Inc., a New York corporation with principal offices at 80 Grasslands Road, Elmsford, NY 10523, AM-Source, Inc., a Rhode Island limited liability company with principal offices at 80 Grasslands Road, Elmsford, NY 10523, Anagram International, Inc., a Minnesota corporation with principal offices at 7700 Anagram Drive, Eden Prairie, MN 55344, and M&D Industries, Inc. (f/k/a M&D Balloons, Inc. and d/b/a M&D Flexographic Printers, Inc. (Illinois)), a Delaware corporation with principal offices at 80 Grasslands Road, Elmsford, NY 07866, and Trisar, Inc., a California corporation with principal offices at 80 Grasslands Road, Elmsford, NY 07866, (each, a "Grantor") and DEUTSCHE BANK TRUST COMPANY AMERICAS (the "Grantee"), a New York trust company having its principal offices at 60 Wall Street, New York, NY 10005, as collateral agent.

WHEREAS, the Grantors are the owner of all right, title and interest in and to the United States patents and associated United States patent registrations and applications for registration set forth in Schedule A attached hereto (collectively, the "Patents");

WHEREAS, Grantee desires to acquire a security interest in the Patents; and

WHEREAS, the Grantors are willing to grant to the Grantee a security interest in and lien upon the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Pledge and Security Agreement, dated as of July 27, 2012, made by the Grantors, the other assignors from time to time party thereto and the Grantee (as amended, modified, restated and/or supplemented from time to time, the "Term Loan Security Agreement"), the Grantors and Grantee agree as follows:

i. Grant of Security Interest

a. The Grantors hereby assigns to the Grantee as collateral security, and grants to the Grantee a continuing security interest in, to and under (i) the Patents; (ii) all Proceeds (as such term is defined in the Term Loan Security Agreement) and products of the Patents, and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same.

b. This Grant has been granted in conjunction with the security interest granted to the Grantee under the Term Loan Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Term Loan Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Term Loan Security Agreement, the provisions of the Term Loan Security Agreement shall govern.

ii. Termination of Security Interest

Upon the occurrence of the Termination Date (as defined in the Term Loan Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantors an instrument in writing releasing the security interest in the Patents acquired under this Grant.

iii. Authorization; Constitution

To the extent applicable, the parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States (and, as applicable, the corresponding entities or agencies in any applicable foreign countries) to record this security interest in the Patents.

iv. 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.

v. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantee the Grantors and their respective successors and assigns. The Grantors shall not, without the prior written consent of the Collateral Agent given in accordance with the Term Loan Security Agreement, assign any right, duty or obligation hereunder.

vi. 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.

[Remainder of this page intentionally left blank; signature page follows]

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

GRANTORS:

AM-SOURCE, LLC
ANAGRAM INTERNATIONAL, INC.
AMSCAN INC.
M&D INDUSTRIES, INC. (f/k/a M&D
BALLOONS, INC.)

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

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

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent and Grantee

By 
Name: **Dusan Lazarov**
Title: **Director**

By 
Name: **Benjamin Souh**
Title: **Vice President**

Signature Page – Patent Security Grant

SCHEDULE A**Patents**

Owner	Patent Title	Patent No.	Registration Date	Application No.	Application Date
Amscan, Inc.	Foldable party decoration	7927674	4/19/2011	11/749564	5/16/2007
Amscan, Inc.	Three-dimensional hanging decoration	6878422	4/12/2005	10/459,009	6/12/2003
Amscan, Inc.	Display rack	D342844	1/4/1994	29/003,858	1/19/1993
Amscan, Inc.	Display rack	D335403	5/11/1993	07/832,755	2/5/1992
Amscan, Inc.	Gift shape box balloon weight	N/A	N/A	11/371,672	3/8/2009
Amscan, Inc.	Gift box balloon weight with tabs	N/A	N/A	11/411,693	
Amscan, Inc.	Decorated walls with add-on decoration (scene setter)	N/A	N/A	61/345,238	5/17/2010
Amscan, Inc.	Balloon Weight	N/A	N/A	11/484,116	7/11/2006
Amscan, Inc.	Decorated walls with add-on decoration (scene setter)	N/A	N/A	11/367663	3/2/2006
Amscan, Inc.	Method and system for managing data in a workflow process	N/A	N/A	11/372,973	3/9/2006
AM-Source, LLC	Embossed plate	D339268	9/14/1993	07/782,270	10/7/1991
AM-Source, LLC	Plate	D337480	7/20/1993	07/527,256	5/23/1990
Anagram International, Inc.	COMBINATION NOVELTY BALLOON AND BAG	N/A	N/A	12/182243	7/30/2008
Anagram International Inc.	Non-latex inflatable hand puppet	5713777	2/3/1998	08/675,382	7/2/1996
Anagram International, Inc.	LOW CONDUCTIVITY BALLOONS AND METHODS OF PRODUCING SAME	N/A	N/A	13/220,829	8/30/2011
Anagram International, Inc.	LIGHTER THAN AIR BALLOON MADE FROM A BIAXIALLY ORIENTED POLYESTER FILM	N/A	N/A	13/196,554	8/2/2011

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Anagram International, Inc.	LIGHTER THAN AIR BALLOON MADE FROM A BIAXIALY ORIENTED POLYESTER FILM	N/A	N/A	13/196,495	8/2/2011
Anagram International, Inc.	SELF-MATING ADHESIVES FOR AEROSTATS	N/A	N/A	13/106,458	5/12/2011
Anagram International, Inc.	LOW CONDUCTIVITY BALLOONS AND METHODS OF PRODUCING SAME	N/A	N/A	13/115,292	5/25/2011
Anagram International, Inc.	Non-conductive balloons and methods of producing same	7972193	7/5/2011	12/317595	12/22/2008
Anagram International, Inc.	Magnetic speaker sound module and balloon with weighted side	7963820	6/21/2011	11/586998	10/26/2006
Anagram International, Inc.	LOCALIZED SEALANT APPLICATION IN AEROSTATS	N/A	N/A	12/781380	5/17/2010
Anagram International, Inc.	Ornamental sound module for a balloon	7658661	2/9/2010	11/472,580	6/22/2006
Anagram International, Inc.	Picture frame balloon	N/A	N/A	11/811412	6/8/2007
Anagram International, Inc.	Magnetic speaker sound module and balloon with weighted side	N/A	N/A	11/586998	10/26/2006
Anagram International, Inc.	Novelty noisemaker incorporating inflated stick and flag	D530756	10/24/2006	29/238,296	9/13/2005
Anagram International, Inc.	Novelty noisemaker incorporating inflated stick and pennant	D529557	10/3/2006	29/238,253	9/13/2005
Anagram International, Inc.	Novelty noisemaker incorporating inflated stick with stiffened flag	D525319	7/18/2006	29/238,252	9/13/2005
Anagram International, Inc.	Novelty noisemaker incorporating inflated sticks and banner	D524874	7/11/2006	29/238,288	9/13/2005
Anagram International, Inc.	Toy balloon	N/A	N/A	10/986,617	11/12/2004

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Anagram International, Inc.	Non-latex centerpiece balloon	6575805	6/10/2003	10/208,592	7/30/2002
Anagram International, Inc.	Balloon weight	6076758	6/20/2000	09/181,309	10/28/1998
Anagram International, Inc.	Balloon weight	D415841	10/26/1999	29/095,697	10/28/1998
Anagram International, Inc.	Balloon weight	D414222	9/21/1999	29/095,661	10/28/1998
Anagram International, Inc.	Card-and-balloon novelty device	5819448	10/13/1998	08/582,330	1/5/1996
Anagram International, Inc.	Three-dimensional non-latex balloon	5338243	8/16/1994	08/161,972	12/3/1993
Anagram International, Inc.	Stabilized appendage for a novelty balloon product	5259805	11/9/1993	07/882,313	5/13/1992
Anagram International, Inc.	Self-sealing refillable plastic balloon valve	5188558	2/23/1993	07/787,772	11/6/1991
Anagram International, Inc.	Mechanism and method for interlocking two non-latex balloons	5169353	12/8/1992	07/683,308	4/10/1991
Anagram International, Inc.	Non-latex inflatable toy	5108339	4/28/1992	07/571,089	8/22/1990

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Anagram International, Inc.	Self-sealing valve, a self-sealing, non-latex balloon, and a method for producing such a balloon	4917646	4/17/1990	07/233,156	8/17/1988
Anagram International, Inc.	Balloon with a pocket and method of making	N/A	N/A	11/193,556	7/29/2005
Anagram International, Inc.	Flame Retardant Sealants	N/A	N/A	61/277,403	9/24/2009
Anagram International, Inc.	Self-Mating Localized Adhesives for Aerostats	N/A	N/A	61/345,238	5/17/2010
Anagram International, Inc.	Extended Life Non Latex Balloon and Method of Making the same	N/A	N/A	11/289876	
Anagram International, Inc.	Combination Novelty Balloon & Bag	N/A	N/A	60/974973	
Anagram International, Inc.	Self-Sealing Valve for Non-Latex Balloons	N/A	N/A	12/079799	
Anagram International, Inc. (and Toray Plastics (America), Inc.)	LIGHTER THAN AIR BALLOON MADE FROM A BIAXIALLY ORIENTED POLYESTER FILM	N/A	N/A	12/202655	9/2/2008
M&D Industries, Inc. (d/b/a M & D Flexographic Printers, Inc. (Illinois))	Toy balloon packaging	5797783	8/25/1998	08/674,856	7/3/1996
M&D Industries, Inc. (d/b/a M & D Flexographic Printers, Inc. (Illinois))	Balloons and balloon valves	5595521	1/21/1997	08/475,422	6/7/1995
M&D Industries, Inc. (d/b/a M & D Flexographic Printers, Inc. (Illinois))	Balloons and balloon valves	5482492	1/9/1996	08/179,308	1/10/1994
M&D Industries, Inc. (d/b/a M & D Flexographic Printers, Inc. (Illinois))	Balloon with flat film valve and method of manufacture	5248275	9/28/1993	07/702,790	5/20/1991

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M&D Industries, Inc.	Method and apparatus for providing securement for toy balloons	5806165	9/15/1998	08/823,240	3/24/1997
M&D Industries, Inc.	Method and apparatus for folding toy balloons	5779614	7/14/1998	08/523,235	9/5/1995
M&D Industries, Inc.	Manufacture of valves for inflatable articles	5733406	3/31/1998	08/537,592	10/2/1995
M&D Industries, Inc.	Toy balloon packaging	5514022	5/7/1996	08/333,600	11/2/1994
M&D Industries, Inc.	Display rack	D361449	8/22/1995	29/023,388	5/24/1994
M&D Industries, Inc.	Method of making a balloon with flat film valve	5378299	1/3/1995	08/043,441	4/5/1993