

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3493907

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST (ABL SECURITY AGREEMENT)	
CONVEYING PARTY DATA		
	Name	Execution Date
	ANAGRAM INTERNATIONAL, INC.	08/19/2015
RECEIVING PARTY DATA		
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT	
Street Address:	277 PARK AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10172	
PROPERTY NUMBERS Total: 15		
Property Type	Number	
Patent Number:	6076758	
Patent Number:	5733406	
Application Number:	13010472	
Application Number:	13729805	
Application Number:	13196554	
Application Number:	13196495	
Application Number:	13106458	
Application Number:	11586998	
Application Number:	12781380	
Application Number:	12202655	
Application Number:	11472580	
Application Number:	29238296	
Application Number:	29238253	
Application Number:	29238252	
Application Number:	29238288	
CORRESPONDENCE DATA		
Fax Number:	(212)354-8113	
<i>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.</i>		

Phone: 2128198200
Email: IPRECORDATIONS@WHITECASE.COM
Correspondent Name: MATTHEW CAMPION/WHITE & CASE LLP
Address Line 1: 1155 AVENUE OF THE AMERICAS
Address Line 2: PATENT AND TRADEMARK DEPT.
Address Line 4: NEW YORK, NEW YORK 10036-2787

ATTORNEY DOCKET NUMBER:	1107993-0179
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NAME OF SUBMITTER:	MATTHEW CAMPION
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SIGNATURE:	/Matthew Campion/
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DATE SIGNED:	08/21/2015
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Total Attachments: 6

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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 August 19, 2015, is entered into by **AMSCAN INC.**, a New York corporation with principal offices at 80 Grasslands Road, Elmsford, NY 10523, and **ANAGRAM INTERNATIONAL, INC.**, a Minnesota corporation with principal offices at 7700 Anagram Drive, Eden Prairie, MN 55344 (each, a “Grantor” and collectively, the “Grantors”) and **JPMORGAN CHASE BANK, N.A.** (the “Grantee”), a United States banking association having its principal offices at 277 Park Avenue, New York, NY 10172, as administrative agent and collateral agent (collectively, in such capacities, the “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 August 19, 2015, 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 “ABL 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 ABL 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 Agreement has been granted in conjunction with the security interest granted to the Grantee under the ABL Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the ABL Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the ABL Security Agreement, the provisions of the ABL Security Agreement shall govern.

ii. Termination of Security Interest

Upon the occurrence of the termination of the ABL 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 Agreement.

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 Agent given in accordance with the ABL Security Agreement, assign any right, duty or obligation hereunder.

vi. Intercreditor Agreement Acknowledgment

Notwithstanding anything herein to the contrary, the liens and security interests granted to the Grantee pursuant to this Agreement in any Term Loan First Lien Collateral and the exercise of any right or remedy by the Grantee with respect to any Term Loan First Lien Collateral hereunder are subject to the provisions of the Intercreditor Agreement, dated as of August 19, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among PC Intermediate Holdings, Inc., a Delaware corporation, Party City Holdings Inc., a Delaware corporation, Party City Corporation, a Delaware corporation, the other Grantors from time to time party thereto, JPMorgan Chase Bank, N.A. ("JPM"), as ABL Facility Security Agent, Deutsche Bank AG New York Branch ("DBNY"), as Term Loan Security Agent, and certain other Persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

vii. Counterparts

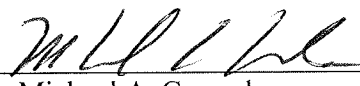
This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

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

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

GRANTORS:

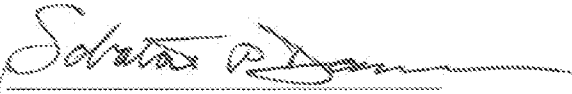
ANAGRAM INTERNATIONAL, INC.
AMSCAN INC.

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

[Signature Page to Party City ABL Patent Security Grant]

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

JPMORGAN CHASE BANK, N.A.,
as Agent and Grantee

By 

Name: Salvatore P. Demma

Title: Authorized Officer

[Signature Page to Party City ABL Patent Security Grant]

SCHEDULE A

Patents

Title	Patent No.	Issue date	App. No.	App. Date	Owner
BALLOON FILL GAUGE	8662004	2014-03-04	13010472	2011-01-20	Anagram International, Inc.
STRETCHABLE AND FORMABLE LIGHTER THAN AIR BALLOONS MADE FROM A BIAXIALLY ORIENTED POLYESTER FILM	N/A	N/A	13729805	2012-12-28	Anagram International, Inc. (and Toray Plastics (America), Inc.)
LIGHTER THAN AIR BALLOON MADE FROM A BIAXIALLY ORIENTED POLYESTER FILM	8323759	2012-12-04	13196554	2011-08-02	Anagram International, Inc. (and Toray Plastics (America), Inc.)
LIGHTER THAN AIR BALLOON MADE FROM A BIAXIALLY ORIENTED POLYESTER FILM	8236399	2012-08-07	13196495	2011-08-02	Anagram International, Inc. (and Toray Plastics (America), Inc.)
SELF-MATING ADHESIVES FOR AEROSTATS	N/A	N/A	13106458	2011-05-12	Anagram International, Inc.
MAGNETIC SPEAKER SOUND MODULE AND BALLOON WITH WEIGHTED SIDE	7963820	2011-06-21	11586998	2006-10-26	Anagram International, Inc.
LOCALIZED SEALANT APPLICATION IN AEROSTATS	N/A	N/A	12781380	2010-05-17	Anagram International, Inc.
LIGHTER THAN AIR BALLOON MADE FROM A BIAXIALLY ORIENTED POLYESTER FILM	8399080	3/19/2013	12202655	2008-09-02	Anagram International, Inc. and Toray Plastics (America), Inc.
ORNAMENTAL SOUND MODULE FOR A BALLOON	7658661	2/9/2010	11472580	2006-06-22	Anagram International, Inc.
NOVELTY NOISEMAKER INCORPORATING INFLATED STICK AND FLAG	D530756	2006-10-24	29238296	2005-09-13	Anagram International, Inc.

NOVELTY NOISEMAKER INCORPORATING INFLATED STICK AND PENNANT	D529557	2006-10-03	29238253	2005-09-13	Anagram International, Inc.
NOVELTY NOISEMAKER INCORPORATING INFLATED STICK WITH STIFFENED FLAG	D525319	2006-07-18	29238252	2005-09-13	Anagram International, Inc.
NOVELTY NOISEMAKER INCORPORATING INFLATED STICKS AND BANNER	D524874	2006-07-11	29238288	2005-09-13	Anagram International, Inc.
BALLOON WEIGHT	6076758	2000-06-20	9181309	1998-10-28	Anagram International, Inc.
FOLDABLE PARTY DECORATION	7927674	2011-04-19	11749564	2007-05-16	Amscan, Inc.
MANUFACTURE OF VALVES FOR INFLATABLE ARTICLES	5733406	1998-03-31	8537592	1995-10-02	M & D Industries, Inc. ¹

¹ M&D Industries, Inc. dissolved as of 12/9/2013 and assets transferred to Anagram International, Inc.