

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
AMSCAN CUSTOM INJECTION MOLDING, LLC	07/30/2020
RECEIVING PARTY DATA	
Name:	DEUTSCHE BANK AG NEW YORK BRANCH, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT
Street Address:	60 WALL STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9889589
CORRESPONDENCE DATA	
Fax Number:	
<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:	2136207848
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ATTORNEY DOCKET NUMBER:	1111779-2555-S216
NAME OF SUBMITTER:	JUSTINE LU
SIGNATURE:	/Justine Lu/
DATE SIGNED:	07/30/2020
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 July 30, 2020, is entered into by **AMSCAN CUSTOM INJECTION MOLDING, LLC**, a Delaware limited liability corporation (the "Grantor") and **DEUTSCHE BANK AG NEW YORK BRANCH**, a branch of Deutsche Bank AG (itself a corporation duly incorporated under the laws of the Federal Republic of Germany and having its principal place of business at Taunusanlage 12, in the city of Frankfurt (Main) and licensed by the New York State Department of Financial Services), with offices at 60 Wall Street, New York, New York 10005 (the "Grantee"), as administrative agent and collateral agent (collectively in such capacities, the "Agent").

WHEREAS, the Grantor is 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 Grantor is 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 Grantor, 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 Grantor and Grantee agree as follows:

i. Grant of Security Interest

a. The Grantor 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 Agreement 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 Agreement 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 Grantor 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) 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 Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Agent given in accordance with the Term Loan 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 ABL Facility First Lien Collateral (as defined in the Intercreditor Agreement referred to below) and the exercise of any right or remedy by the Grantee with respect to any ABL Facility 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 Holdco, 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, and the Grantee, 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

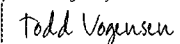
This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[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.


AMSCAN CUSTOM INJECTION MOLDING, LLC,
a Delaware limited liability company

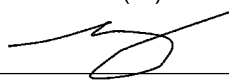
By: AMSCAN INC., its sole member

By: DocuSigned by:

AMSCAN INC.
Name: Todd Vogensen
Title: Vice President & Treasurer

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

DEUTSCHE BANK AG NEW YORK BRANCH,
as Agent and Grantee

By: 
Name: Yumi Okabe
Title: Vice President
Email: yumi.okabe@db.com
Tel: +44 (20) 754-19412

By: 
Name: Philip Tancorra
Title: Vice President
philip.tancorra@db.com
212-250-6576

SCHEDULE A

Patents

Title	Patent No.	Issue date	App. No.	App. Date	Owner
APPARATUS AND METHOD OF MANUFACTURING AND LABELING PLASTIC WARES	9,889,589	2018-02-13	13/969,424	2013-08-16	AMSCAN CUSTOM INJECTION MOLDING, LLC