

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6699597

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ANAGRAM INTERNATIONAL, INC.	05/07/2021
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT
Street Address:	90 S. 7TH STREET, 16TH FLOOR
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	9186593
Patent Number:	8662004
Patent Number:	8323759
Patent Number:	8236399
Patent Number:	8399080
Application Number:	15336178
Patent Number:	7963820
Patent Number:	7658661
Patent Number:	7972193
CORRESPONDENCE DATA	
Fax Number:	(312)863-7867
<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:	3128637267
Email:	jaclyn.di.grande@goldbergkohn.com
Correspondent Name:	JACLYN DI GRANDE - PARALEGAL
Address Line 1:	GOLDBERG KOHN LTD.
Address Line 2:	55 E MONROE ST., STE 3300
Address Line 4:	CHICAGO, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	1989.710
NAME OF SUBMITTER:	JACLYN DI GRANDE

PATENT

SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	05/08/2021
Total Attachments: 7 source=Anagram - Patent Security Agreement#page1.tif source=Anagram - Patent Security Agreement#page2.tif source=Anagram - Patent Security Agreement#page3.tif source=Anagram - Patent Security Agreement#page4.tif source=Anagram - Patent Security Agreement#page5.tif source=Anagram - Patent Security Agreement#page6.tif source=Anagram - Patent Security Agreement#page7.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 7 day of May, 2021, by and among the Persons listed on the signature pages hereof as "Grantors" (each, a "Grantor" and collectively, the "Grantors"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 7, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **ANAGRAM HOLDINGS, LLC**, a Delaware limited liability company, **ANAGRAM INTERNATIONAL, INC.**, a Minnesota corporation, and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers") and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof (each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make Loans and certain other financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to that certain Guaranty and Security Agreement, of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"), by and among the Grantors and Wells Fargo, Grantors are required to execute and deliver to Agent, in order to facilitate filings with the United States Patent and Trademark Office, this Patent Security Agreement.

NOW, THEREFORE, for and in consideration of the recitals made above and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINED TERMS**. All capitalized terms used herein (including in the preamble and recitals hereof) without definition shall have the meanings ascribed thereto in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement. This Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL**. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (hereinafter referred to as the "Security Interest") in all

of such Grantor's right, title and interest in and to all of its Patents, including those referred to on Schedule I, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

3. SECURITY FOR SECURED OBLIGATIONS. The Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the members of the Lender Group, the Bank Product Providers or any of them, but for the fact that they are unenforceable or not allowable (in whole or in part) as a claim in an Insolvency Proceeding involving any Grantor due to the existence of such Insolvency Proceeding.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement and any notices delivered under this Patent Security Agreement, may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Patent Security Agreement or on any notice delivered to Agent under this Patent Security Agreement. This Patent Security Agreement and any notices delivered under this Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Patent Security Agreement and any notices as set forth herein will be as effective as delivery of a manually executed counterpart of the Patent Security Agreement or notice.

6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY

AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED
HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

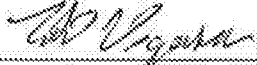
7. Notwithstanding anything herein to the contrary, the priority of the liens and security interests granted to the Agent pursuant to this Patent Security Agreement in any Notes Priority Lien Collateral (as defined in the Intercreditor Agreement) and the exercise of any right or remedy by the Agent with respect to any Notes Priority Lien Collateral hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Patent Security Agreement, the terms of the Intercreditor Agreement with respect to the priority of any security interests or the exercise of right or remedies shall govern and control.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

ANAGRAM INTERNATIONAL, INC., a
Minnesota corporation

By: 
Name: Todd Vogensen
Title: Vice President, Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,** a national banking association

By: _____
Name: _____
Its Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

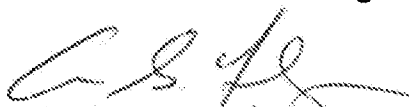
ANAGRAM INTERNATIONAL, INC., a
Minnesota corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,** a national banking association

By:  _____
Name: Andrew S. Young
Its Authorized Signatory

SCHEDULE I
PATENTS

Title	Patent No.	Issue date	App. No.	App. Date	Owner
STRETCHABLE AND FORMABLE LIGHTER THAN AIR BALLOONS MADE FROM A BIAXIALLY ORIENTED POLYESTER FILM	9,186,593	2015-11-17	13729805	2012-12-28	Anagram International, Inc. (and Toray Plastics (America), Inc.)
BALLOON FILL GAUGE	8662004	2014-03-04	13010472	2011-01-20	Anagram International, Inc.
LIGHTER THAN AIR BALLOON MADE FROM A BIAXIALLY ORIENTED POLYESTER FILM	8323759	12/4/2012	13196554	2011-08-02	Anagram International, Inc. (and Toray Plastics (America), Inc.)
LIGHTER THAN AIR BALLOON MADE FROM A BIAXIALLY ORIENTED POLYESTER FILM	8236399	8/7/2012	13196495	2011-08-02	Anagram International, Inc. and Toray Plastics (America), 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.
Formable polyester balloon	xx/xx	n/a	15/336,178	10-27-2016	Anagram International, Inc. and Toray Plastics (America), Inc.
MAGNETIC SPEAKER SOUND MODULE AND BALLOON WITH WEIGHTED SIDE	7963820	6/21/2011	11586998	2006-10-26	Anagram International, Inc.
ORNAMENTAL SOUND MODULE FOR A BALLOON	7658661	2/9/2010	11472580	2006-06-22	Anagram International, Inc.

Non-conductive balloons and methods of producing same	7,972,193	07-05-2011	12/317,595	12-22-2008	Anagram International, Inc
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