

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT8174238

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
ANKURA TRUST COMPANY, LLC	09/18/2023

**RECEIVING PARTY DATA**

<b>Name:</b>	WILMINGTON SAVINGS FUND SOCIETY, FSB
<b>Street Address:</b>	500 DELAWARE AVENUE
<b>City:</b>	WILMINGTON
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19801

**PROPERTY NUMBERS Total: 17**

Property Type	Number
Patent Number:	9186593
Patent Number:	8662004
Patent Number:	8323759
Patent Number:	8236399
Application Number:	13106458
Application Number:	12781380
Patent Number:	8399080
Application Number:	15336178
Patent Number:	7963820
Patent Number:	7658661
Patent Number:	D530756
Patent Number:	D529557
Patent Number:	D525319
Patent Number:	D524874
Patent Number:	6076758
Patent Number:	7972193
Patent Number:	5733406

**CORRESPONDENCE DATA**

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

**PATENT**

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Email:** jbward@kilpatricktownsend.com  
**Correspondent Name:** KILPATRICK TOWNSEND & STOCKTON LLP  
**Address Line 1:** 1100 PEACHTREE STREET NE  
**Address Line 2:** SUITE 2800  
**Address Line 4:** ATLANTA, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	101387-1392492
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<b>NAME OF SUBMITTER:</b>	JOEY WARD
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<b>SIGNATURE:</b>	/Joey Ward/
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<b>DATE SIGNED:</b>	09/19/2023
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**Total Attachments: 7**

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**ASSIGNMENT OF SECURITY INTEREST IN PATENTS**

This **ASSIGNMENT OF SECURITY INTEREST IN PATENTS** (“Security Interest Assignment”), dated as of September 18, 2023, is made by **ANKURA TRUST COMPANY, LLC**, in its capacity as the resigning collateral trustee (“Resigning Collateral Trustee”), in favor of **WILMINGTON SAVINGS FUND SOCIETY, FSB**, in its capacity as the successor collateral trustee (“Successor Collateral Trustee”).

**WITNESSETH:**

**WHEREAS**, Anagram Holdings, LLC, a Delaware limited liability company, as issuer (“Anagram LLC”), Anagram International, Inc., a Minnesota corporation, as co-issuer (the “Grantor” and, together with Anagram LLC, the “Issuers”) are parties, and Resigning Collateral Trustee was a party, to a Second Lien Pledge and Security Agreement dated as of July 30, 2020 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

**WHEREAS**, in connection with the Security Agreement, Resigning Collateral Trustee was a party to that certain Grant of Security Interest In United States Patents dated as of July 30, 2020 (the “Patent Security Agreement”) with the Grantor, and such Patent Security Agreement was recorded in the United States Patent and Trademark Office (the “USPTO”) on July 31, 2020 at Reel/Frame: 053365/0291;

**WHEREAS**, pursuant to the Patent Security Agreement, as collateral security for the prompt and complete payment or performance when due (whether at stated maturity, acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Grantor pledged, collaterally assigned, mortgaged, transferred and granted to Resigning Collateral Trustee, as Collateral Trustee on behalf of and for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under (i) the Patents; (ii) all inventions and improvements described and claimed therein; (iii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements thereof; (v) all rights corresponding to any of the foregoing; and (vi) all Proceeds and products of the foregoing (including, without limitation, each United States patent and United States patent application listed on Schedule A hereto, collectively, the “Patent Collateral”);

**WHEREAS**, pursuant to that certain Instrument Of Resignation, Appointment And Acceptance dated as of August 24, 2023, by and among the Issuers, Resigning Collateral Trustee and Successor Collateral Trustee (the “Instrument”), Resigning Collateral Trustee, among other things, resigned as Collateral Trustee under the Security Agreement and the Patent Security Agreement, and Successor Collateral Trustee was appointed as Collateral Trustee under the Security Agreement and the Patent Security Agreement to succeed to and hold all the rights, indemnities, protections, powers, trusts and duties of, or afforded to, Resigning Collateral Trustee under the Security Agreement and the Patent Security Agreement with like effect as if originally named as Collateral Trustee in the Security Agreement and the Patent Security Agreement; and

**WHEREAS**, Resigning Collateral Trustee desires to assign its rights under the Patent Security Agreement to Successor Collateral Trustee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**Assignment**

(a) Resigning Collateral Trustee hereby confirms, assigns, delivers and conveys to Successor Collateral Trustee all of the rights, powers, duties and obligations of Resigning Collateral Trustee under the Patent Security Agreement, including Resigning Collateral Trustee's Security Interest in the Patent Collateral, including, without limitation, each United States patent and United States patent application listed on Schedule A hereto.

(b) Successor Collateral Trustee shall succeed to the rights, powers, duties and obligations of Resigning Collateral Trustee under the Patent Security Agreement as if it were the original collateral trustee thereunder, and the rights, powers, duties and obligations of Resigning Collateral Trustee under the Patent Security Agreement shall be terminated.

**Miscellaneous**

(a) Terms capitalized but not defined herein shall have the meaning provided or provided by reference for such terms in the Patent Security Agreement or the Security Agreement, as applicable.

(b) All rights of Resigning Collateral Trustee included or incorporated in the Patent Security Agreement, including, without limitation, all rights, protections, powers, immunities, indemnities and remedies afforded to it under the Security Agreement, are expressly reserved by Resigning Collateral Trustee.

(c) Neither this Security Interest Assignment nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Security Interest Assignment) against whom enforcement of such change, waiver, discharge or termination is sought.

(d) In case any provision in or obligation under this Security Interest Assignment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(e) **THIS SECURITY INTEREST ASSIGNMENT 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.**


(f) This Security Interest Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(g) This Security Interest Assignment 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. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other customary means of electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Security Interest Assignment to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

**ANKURA TRUST COMPANY, LLC**, in its capacity as Resigning Collateral Trustee

By:   
Name: Krista Gulalo  
Title: Managing Director

**WILMINGTON SAVINGS FUND SOCIETY, FSB**, in its capacity as Successor Collateral Trustee

By: \_\_\_\_\_  
Name: Patrick J. Healy  
Title: Senior Vice President

**IN WITNESS WHEREOF**, the parties hereto have caused this Security Interest Assignment to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

**ANKURA TRUST COMPANY, LLC**, in its capacity as Resigning Collateral Trustee

By: \_\_\_\_\_  
Name: Krista Gulalo  
Title: Managing Director

**WILMINGTON SAVINGS FUND SOCIETY, FSB**, in its capacity as Successor Collateral Trustee

By: Patrick J. Healy  
Name: Patrick J. Healy  
Title: Senior Vice President

## SCHEDULE A

### Patents

<b>Title</b>	<b>Patent No.</b>	<b>Issue date</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Owner</b>
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.
SELF-MATING ADHESIVES FOR AEROSTATS	N/A	N/A	13106458	2011-05-12	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.
Formable polyester balloon	n/a	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.
NOVELTY NOISEMAKER INCORPORATING	D530756	2006-10-24	29238296	2005-09-13	Anagram International, Inc.

[SIGNATURE PAGE TO ASSIGNMENT OF 2L SECURITY INTEREST IN PATENTS]

**PATENT**  
**REEL: 064946 FRAME: 0833**



Title	Patent No.	Issue date	App. No.	App. Date	Owner
INFLATED STICK AND FLAG					
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	06-20-2000	09/181,309	10-28-1998	Anagram International Inc
Low conductivity balloons and methods of producing same	7,972,193	07-05-2011	12/317,595	12-22-2008	Anagram International Inc
MANUFACTURE OF VALVES FOR INFLATABLE ARTICLES	5733406	1998-03-31	8537592	1995-10-02	M&D Industries, Inc.