

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT8283283

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ANAGRAM INTERNATIONAL, INC.	11/14/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GLAS TRUST COMPANY LLC
<b>Street Address:</b>	3 SECOND STREET, SUITE 206
<b>City:</b>	JERSEY CITY
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07311
<b>PROPERTY NUMBERS Total: 8</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9186593
Patent Number:	8323759
Patent Number:	8399080
Patent Number:	7972193
Patent Number:	11167220
Application Number:	17670201
Application Number:	17931967
PCT Number:	US2021019365
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)835-7586
<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>	
<b>Phone:</b>	2028357500
<b>Email:</b>	dcip@milbank.com
<b>Correspondent Name:</b>	JAVIER J. RAMOS, ESQ.
<b>Address Line 1:</b>	1850 K STREET, NW, SUITE 1100
<b>Address Line 2:</b>	MILBANK, LLP
<b>Address Line 4:</b>	WASHINGTON, D.C. 20006
<b>ATTORNEY DOCKET NUMBER:</b>	46883.00001
<b>NAME OF SUBMITTER:</b>	JAVIER J. RAMOS
<b>SIGNATURE:</b>	/Javier J. Ramos/

<b>DATE SIGNED:</b>	11/17/2023
<b>Total Attachments: 6</b> source=Anagram - DIP Patent Security Agreement (Executed)#page1.tif source=Anagram - DIP Patent Security Agreement (Executed)#page2.tif source=Anagram - DIP Patent Security Agreement (Executed)#page3.tif source=Anagram - DIP Patent Security Agreement (Executed)#page4.tif source=Anagram - DIP Patent Security Agreement (Executed)#page5.tif source=Anagram - DIP Patent Security Agreement (Executed)#page6.tif	

GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS

This GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (this “Agreement”), dated as of November 14, 2023, is entered into by **ANAGRAM INTERNATIONAL, INC.**, a Minnesota corporation with principal offices at 7700 Anagram Drive, Eden Prairie, MN 55344 (the “Grantor”) and **GLAS TRUST COMPANY LLC**, a limited liability company organized and existing under the laws of the State of New Hampshire, with offices at 3 Second Street, Suite 206, Jersey City, NJ 07311, as collateral agent for the benefit of the DIP Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

WHEREAS, the Collateral Agent desires to acquire a security interest in the United States patents and United States patent applications set forth in Schedule A attached hereto (collectively, the “Patents”); and

WHEREAS, the Grantor is willing to grant to the Collateral Agent a security interest in the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of (i) the Senior Secured Superpriority Debtor-in-Possession Security Agreement dated as of the date hereof (as amended, modified, restated, and/or supplemented from time to time, the “Security Agreement”), by and among the Grantor, the other grantors party thereto and the Collateral Agent and (ii) the Senior Secured Superpriority Debtor-in-Possession Note Purchase Agreement dated as of November 8 (as amended, modified, restated and/or supplemented from time to time, the “DIP Note Purchase Agreement”), by and among the Grantor, the other parties party thereto and the Collateral Agent, the Grantor and the Collateral Agent agree as follows:

i. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

ii. Grant of Security Interest

a. Subject to the entry, terms and conditions of the Bankruptcy Court DIP Order, 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 in cash of the Secured DIP Obligations, the Grantor hereby pledges, collaterally assigns, mortgages, transfers and grants to the Collateral Agent on behalf of and for the benefit of the DIP Secured Parties with the priority specified in the Bankruptcy Court DIP Order, a

continuing security interest in all of the Grantor's right, title and interest in, to and under the Patents and all Proceeds and products of the foregoing.

b. This Agreement has been granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights, protections, powers, immunities, indemnities and remedies of the Collateral Agent with respect to the security interest granted herein shall be as afforded to it as Collateral Agent under the 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 Security Agreement, the provisions of the Security Agreement shall govern.

iii. Termination of Security Interest

Upon the occurrence of the Termination Date, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Patents acquired under this Agreement.

iv. Authorization; Constitution

To the extent applicable, the parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States record this security interest in the Patents.

v. Governing Law

**EXCEPT TO THE EXTENT SUPERSEDED BY THE BANKRUPTCY CODE, THIS SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SECURITY AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

vi. Successors and Assigns

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

vii. Counterparts

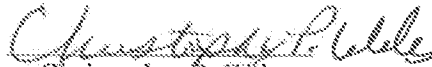
This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment or other customary means of electronic transmission shall be as 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.

**[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.

ANAGRAM INTERNATIONAL, INC.,  
as Grantor

BY:   
Name: Christopher P. Wiles  
Title: Vice President Finance &  
Administration

[Signature Page to DIP Patent Security Agreement]

**PATENT**  
**REEL: 065596 FRAME: 0554**

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

**GLAS TRUST COMPANY LLC,**  
as Collateral Agent and Grantee

By   
Name: Geoffrey Lewis (May 7, 2022 10:15 PST)  
Title: Geoffrey Lewis  
Vice President

[Signature Page to DIP Patent Security Agreement]

**PATENT**  
**REEL: 065596 FRAME: 0555**

## **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	US9186593B2	11/17/2015	US13729805	12/28/2012	Anagram International, Inc. (and Toray Plastics (America), Inc.)
LIGHTER THAN AIR BALLOON MADE FROM A BIAXIALLY ORIENTED POLYESTER FILM	US8323759B2	12/4/2012	US13196554	8/2/2011	Anagram International, Inc. (and Toray Plastics (America), Inc.)
LIGHTER THAN AIR BALLOON MADE FROM A BIAXIALLY ORIENTED POLYESTER FILM	US8399080B2	3/19/2013	US12202655	9/2/2008	Anagram International, Inc. and Toray Plastics (America), Inc.
Non-conductive balloons and methods of producing same	US7972193B2	07/05/2011	US12317595	12/22/2008	Anagram International Inc.
Reusable, anchorable ornamental balloon structure	US11167220B2	11/9/2021	US16828151	3/24/2020	Anagram International Inc.
A REUSABLE, ANCHORABLE ORNAMENTAL BALLOON STRUCTURE	WO2021194678A1	2/23/2021	WOUS21019365	3/24/2020	Anagram International Inc.
CELEBRATORY BALLOON WITH METALIZATION AND GAS ADMIXTURES	US20220250364A1	2/11/2022	US17670201	2/11/2022	Anagram International Inc.
METHOD OF FORMING A BALLOON	US20230017749A1	9/14/2022	US17931967	9/14/2022	Anagram International, Inc. (and Toray Plastics (America), Inc.)

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