

03-02-2000



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2-8-00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name Assignment and Release of
- Other

Effective Date
Month Day Year
JAN 13 2000

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
Jan. 13, 2000

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

03/02/2000 DC0ATES 00000001 1553347

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
125.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

See Schedule A, annexed hereto.

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Preston R. Cappello

Preston R. Cappello

2/7/00

Name of Person Signing

Signature

Date Signed

SCHEDULE A

PNC BANK, NATIONAL ASSOCIATION
RELEASES OF TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Country</u>	<u>Reg. No./</u> <u>(App. No.)</u>	<u>Reg. Date/</u> <u>(App. Date)</u>
PARTY CITY (and Design)	USA	1,553,347	8/22/89
PARTY CITY	USA	1,806,095	11/23/93
PARTY CITY (Stylized)	USA	1,811,298	12/14/93
HALLOWEEN COSTUME WAREHOUSE	USA	1,815,585	1/4/94
CREATE A FAVOR	USA	1,840,651	6/21/94
THE DISCOUNT PARTY SUPER STORE	USA	1,974,890	5/21/96

SCHEDULE A

PNC BANK, NATIONAL ASSOCIATION
RELEASES OF TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Country</u>	<u>Reg. No./</u> <u>(App. No.)</u>	<u>Reg. Date/</u> <u>(App. Date)</u>
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HALLOWEEN COSTUME WAREHOUSE	USA	1,815,585	1/4/94
CREATE A FAVOR	USA	1,840,651	6/21/94
THE DISCOUNT PARTY SUPER STORE	USA	1,974,890	5/21/96
PARTY CITY (and Design)	Canada	TMA457,884	5/24/96
PARTY CITY	Canada	TMA451,736	12/15/95
PARTY CITY (and Design)	Canada	TMA451,735	12/15/95
THE DISCOUNT PARTY SUPER STORE	Canada	(766,534)	(10/19/94)
THE DISCOUNT PARTY SUPER STORE	Mexico	522866	5/28/96
PARTY CITY	Mexico	518,108	2/28/96
PARTY CITY	Mexico	496,515	6/30/96
PARTY CITY	Mexico	508,809	10/30/95
PARTY CITY (Color Logo)	Mexico	518,109	2/28/96
THE DISCOUNT PARTY SUPER STORE	Spain	1935059	7/5/95
PARTY CITY	U.K.	(2,158,781)	(2/20/98)
PARTY WORLD	U.K.	B 1,455,668	2/13/91
PARTY WORLD	U.K.	B 1,455,664	2/13/91

0698705.01

PARTY WORLD

U.K.

B 1,455,663

2/13/91

0698734.01

ASSIGNMENT AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release, granted on this 13th day of January, 2000, by PNC Bank, National Association, a national banking association, as successor by merger to Midlantic Bank, N.A. ("Assignee"), to Party City Corporation, a Delaware corporation ("Assignor").

WITNESSETH:

WHEREAS, pursuant to the security agreement dated as of February 15, 1995, Assignor has heretofore assigned to Assignee and granted to Assignee a security interest in, among other things, certain trademarks, service marks and trade names, all registrations and applications related thereto and all common law rights throughout the world (collectively, the "Trademarks") and certain trademark license agreements (the "Licenses"), including those Trademarks and Licenses set forth on Schedule A attached hereto, together with the goodwill of the business relating to the Trademarks and Licenses (the "Security Interests"), to secure the obligations of Assignor under a credit agreement, dated on or about February 15, 1995 (together with all agreements, documents and instruments now or at any time hereafter executed and/or delivered in connection therewith, the "Financing Agreements"), by and among Assignor and Midlantic Bank, N.A.; and

WHEREAS, Assignee wishes to grant, assign and convey to Assignor the entire right, title and interest in the Trademarks and Licenses listed in Schedule A hereto, together with the goodwill of the business relating to the Trademarks and Licenses, including, without limitation, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, renewals and extensions thereof; and

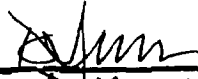
WHEREAS, the parties wish to release and to dissolve the Security Interests and any and all other liens and encumbrances in respect of the Trademarks and the Licenses and the goodwill of the business connected with and symbolized by the Trademarks and the Licenses.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignee hereby grants, reassigns, conveys the entire right, title and interest in the Trademarks and Licenses, including those listed on Schedule A, together with the goodwill of the business relating to the Trademarks and Licenses, and releases, discharges, quitclaims and relinquishes unto the Assignor the Security Interests previously granted to Assignee by Assignor pursuant to the Financing Agreements, which were recorded in the United States Patent and Trademark Office on February 24, 1995, at Reel 1293, Frame 0371. Assignee further agrees to provide such assurance and to do such further acts and things as may be reasonably necessary to terminate and release the Security Interests, including the execution of all documents necessary to give full effect to the rights of the Assignor under this Assignment and to record Assignor's rights in the U.S. Patent and Trademark Office and any appropriate foreign or international office or registrar.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this instrument to be duly executed on the date first written above.

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**PNC BANK, NATIONAL ASSOCIATION,
as successor by merger to Midlantic Bank, N.A.**

By: 
Name: DONALD IRWIN
Title: Vice President

0698734.01

STATE OF NEW JERSEY)
) ss.:
COUNTY OF MIDDLESEX)

On this 13th day of JANUARY 2000, before me personally came Donald Irwin, to me known, who being duly sworn, did depose and say, that he/she is the Vice President of PNC BANK, NATIONAL ASSOCIATION, the association described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.



Notary Public

MARY E. BURGWINKLE
An Attorney At Law Of
The State of New Jersey