

03-02-2000



101280003

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
Effective Date
Month Day Year

Change of Name Assignment and Release of

Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

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)

City

State/Country

Zip Code

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 00000002 1553347

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
125.00 DP

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

TRADEMARK
REEL: 002033 FRAME: 0653

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"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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:

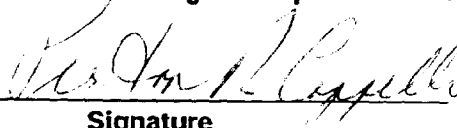
Yes

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

 2/7/02

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 APNC 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

0693473.01

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, in its capacity as agent for the Banks (as defined below) ("Assignee"), to Party City Michigan, Inc., a Delaware corporation ("Assignor").

WITNESSETH:

WHEREAS, pursuant to the Patent, Trademark and Copyright Collateral Assignment, dated April 24, 1998 (the "Trademark Collateral Assignment"), 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) the Guaranty and Suretyship Agreement, dated April 24, 1998, by Assignor in favor of Assignee (the "Guaranty") and (b) the Security Agreement, dated April 24, 1998, by and between Assignor and Assignee (together with the Guaranty and all agreements, documents and instruments now or at any time hereafter executed and/or delivered in connection therewith, the "Financing Agreements"); and

WHEREAS, pursuant to the Release Agreement, dated of even date herewith, among Party City Corporation, Assignor, PNC Bank, National Association ("PNC"), The Chase Manhattan Bank ("Chase"), National City Bank of Pennsylvania ("National"), Fleet Bank, N.A. ("Fleet") and LaSalle National Bank ("LaSalle"; PNC, Chase, National, Fleet and LaSalle, collectively, the "Banks"), the Banks are simultaneously with the execution and delivery hereof releasing and terminating the Financing Agreements; and

WHEREAS, Assignee, on behalf of the Banks, 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, on behalf of the Banks, 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, quitsclaims and relinquishes unto the Assignor the Security Interests previously granted

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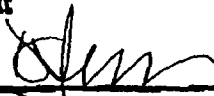
to Assignee by Assignor pursuant to the Financing Agreements, which were recorded in the United States Patent and Trademark Office on May 6, 1998, at Reel 1726, Frame 0438. Assignee further agrees to provide such assurance and to do such further acts and things as may be reasonably necessary to terminate 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.

[Remainder of page intentionally left blank]

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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.

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: DONALD IRWIN
Title: VICE PRESIDENT

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

On this 13 day of January, ²⁰⁰⁰ before me personally came Donald Trwin, 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