

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

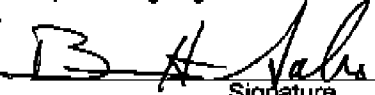
<p>1. Name of conveying party(ies): Party City Corporation</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other:</p> <p>Additional name(s) of conveying party(ies) attached?      <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>PNC Bank, National Association</u></p> <p>Internal Address: Street Address: <u>One PNC Plaza 249 Fifth Avenue</u></p> <p>City: <u>Pittsburgh</u> State: <u>Pennsylvania</u>      Zip: <u>15222</u></p> <p><input type="checkbox"/> Individual(s) citizenship: _____  <input checked="" type="checkbox"/> Association: <u>national banking</u>  <input type="checkbox"/> General Partnership: _____  <input type="checkbox"/> Limited Partnership: _____  <input type="checkbox"/> Corporation-State: _____  <input type="checkbox"/> Other: _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: (Designations must be a separate document from assignment)      <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p> <p>Additional name(s) &amp; address(es) attached?      <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other: <u>Correction of assignment at Reel 1726, Frame 0405 to show conveyance as a security interest.</u></p> <p>Execution Date: <u>April 24, 1998</u></p>	

<p>4. Application Number(s) or Registration Number(s):</p> <p>A. Trademark Application No.(s):</p> <p style="text-align: right;">Additional numbers attached?      <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>	<p>B. Trademark Registration No.(s):</p> <table style="width: 100%; border: none;"> <tr><td style="border: none;">1,553,347</td><td style="border: none;">1,806,095</td></tr> <tr><td style="border: none;">1,974,890</td><td style="border: none;">1,811,298</td></tr> <tr><td style="border: none;">1,815,585</td><td style="border: none;"></td></tr> </table> <p style="text-align: right;">Additional numbers attached?      <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>	1,553,347	1,806,095	1,974,890	1,811,298	1,815,585	
1,553,347	1,806,095						
1,974,890	1,811,298						
1,815,585							

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>LERNER, DAVID, LITTENBERG, KRUMHOLZ &amp; MENTLIK, LLP</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>600 South Avenue West</u></p> <p>City: <u>Westfield</u>      State: <u>NJ</u>      Zip: <u>07090</u></p>	<p>6. Total Number of applications and registrations involved: <u>5</u></p> <p>7. Total fee (37 CFR 3.41)      \$ <u>140.00</u></p> <p><input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account  <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed)</p> <p>8. Deposit account number: <u>12-1095</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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**DO NOT USE THIS SPACE**

9. 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.*

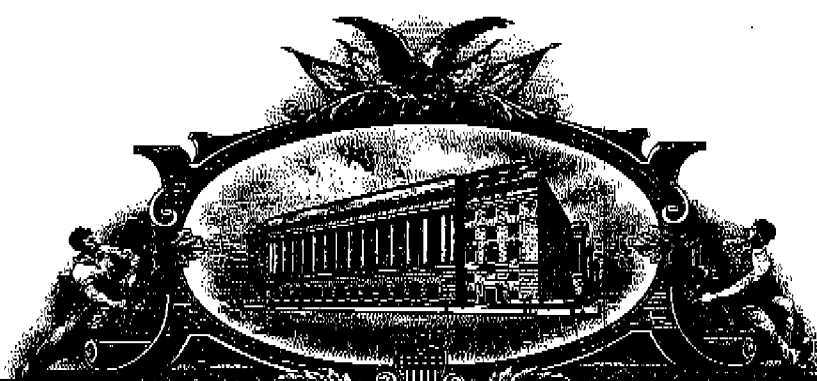
Bruce H. Sales            May 14, 2004  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 23

CH \$140.00 121095 1553347

SCHEDULE A

<u>Registration No.</u>	<u>Registration Date</u>
1,553,347	08-22-89
1,974,890	05-21-96
1,697,223	06-23-92
1,815,585	01-04-94
1,840,651	06-21-94
1,806,095	11-23-93
1,811,298	12-14-93



TS 725383

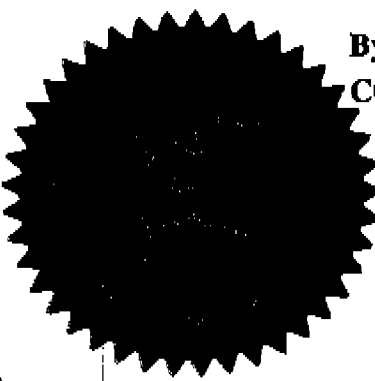
**THE UNITED STATES OF AMERICA**

**TO ALL TO WHOM THESE PRESENTS SHALL COME:**

**UNITED STATES DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office**

May 11, 2004

**THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE  
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON  
May 06, 1998.**



**By Authority of the  
COMMISSIONER OF PATENTS AND TRADEMARKS**

*E. Bornett*  
**E. BORNETT**

**Certifying Officer**

**TRADEMARK  
REEL: 002854 FRAME: 07**

**PATENT, TRADEMARK AND COPYRIGHT COLLATERAL ASSIGNMENT  
(Parent)**

This Patent, Trademark and Copyright Collateral Assignment (the "Assignment"), dated April 24, 1998, is entered into by and between PARTY CITY CORPORATION, a Delaware corporation (the "Assignor"), and PNC BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent for the Banks (the "Assignee").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among Assignor as borrower, each of the Guarantors, the Banks and Assignee, the Banks have agreed to provide certain loans to the Assignor and the Assignor has agreed, among other things, to assign to the Assignee certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Except as otherwise expressly provided herein, capitalized terms used in this Assignment shall have the respective meanings given to them in the Credit Agreement.
2. To secure the payment and performance of all Indebtedness and other obligations of the Assignor now or hereafter existing under the Credit Agreement and the other Loan Documents, including, without limitation, principal, interest, fees, expenses, costs and expenses of enforcement, reasonable attorney's fees and expenses, and obligations under indemnification provisions in the Loan Documents, together with all other Obligations of the Assignor to the Banks (collectively, the "Secured Obligations"), Assignor hereby grants, assigns and conveys to Assignee the entire right, title and interest of Assignor in and to all trade names, patent applications, patents, service marks, trademark applications, trademarks and copyrights whether now owned or hereafter acquired by Assignor, including, without limitation, those listed on Schedule A hereto (which schedule does not list copyrights not registered in the United States Copyright Office), including 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, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, service marks, trademarks and copyrights relate (collectively, the "Patents, Trademarks and Copyrights").
3. Assignor covenants and warrants that:
  - (a) The Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

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(b) To the best of Assignor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) Except for Permitted Liens and licenses granted to Franchisees of Assignor now existing or as may be existing in the future, Assignor has an unencumbered right, title, interest and license in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Assignor not to sue third persons;

(d) Assignor has the corporate power and authority to enter into this Assignment and perform its terms;

(e) No claim has been made to Assignor or, to the knowledge of Assignor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) Assignor shall, in order to protect the goodwill associated with the Patents, Trademarks and Copyrights, and in order to prevent any deception to the public, operate its business in accordance with the requirements of product and service in relationship to the goods and services as heretofore conducted by Assignor and agrees to maintain the quality and standards of the goods and services sold under the Patents, Trademarks and Copyrights at least equal to the prior quality and standards set by the Assignor; and

(g) Assignor has used, and will continue to use for the duration of this Assignment, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights.

4. Assignor agrees that, until all of the Secured Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment, without Assignee's prior written consent which shall not be unreasonably withheld. Nothing contained herein, however, shall prohibit agreements entered into by Assignor with Franchisees not otherwise prohibited by the Loan Documents.

5. If, before the Secured Obligations shall have been satisfied in full, Assignor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Assignment shall automatically apply thereto and Assignor shall give to Assignee prompt notice thereof in writing. Assignor and Assignee agree to modify this Assignment by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, service marks, registered copyrights or copyright applications for registration in the United States Copyright Office, and the provisions of this Assignment shall apply thereto.

6. Unless and until the Secured Obligations are declared due and payable pursuant to the Credit Agreement, Assignee hereby grants to Assignor the exclusive, nontransferable right and license under the Patents, Trademarks and Copyrights to make, have made for it, use and sell the inventions and products disclosed and claimed in the Patents, Trademarks and Copyrights in accordance with any specifications provided by Assignee for Assignor's own benefit and account and for none other. All use by Assignor of the trademarks which are part of the Patents, Trademarks and Copyrights shall inure to the benefit of Assignee. Except as provided above, Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Paragraph 6, without the prior written consent of Assignee which shall not be unreasonably withheld. Assignee reserves the right upon reasonable notice during normal business hours to inspect the operations and facilities of Assignor from time to time for the purpose of ensuring that the standards and quality requirements of Assignee are met.

7. If and during the period that the Secured Obligations are declared due and payable pursuant to the Credit Agreement, Assignor's license under the Patents, Trademarks and Copyrights as set forth in Paragraph 6 shall terminate, the Banks shall have, in addition to all other rights and remedies given them by this Assignment, those allowed by Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, Assignee may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Princeton, New Jersey, or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Assignee, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to Assignor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Assignee may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee, as Assignee may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Assignee to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Assignee

to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Assignment.

9. At such time as Assignor shall have indefeasibly paid in full all of the Secured Obligations and the Commitments shall have terminated, this Assignment shall terminate and Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by Assignee in connection with the preparation of this Assignment and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Assignor within fifteen (15) days of demand by Assignee, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. Assignor shall have the duty, through counsel reasonably acceptable to Assignee, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Assignment or thereafter until the Secured Obligations shall have been indefeasibly paid in full and the Commitments shall have terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of Assignor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Assignor. Assignor shall not abandon any Patent, Trademark or Copyright except for such Patents, Trademarks and Copyrights which are no longer necessary for the ownership and operation of any Loan Party's properties and business, without the consent of Assignee, which shall not be unreasonably withheld.

12. Assignor shall have the right, with the consent of Assignee, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join Assignee, if necessary, as a party to such suit so long as Assignee is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all damages, costs and expenses, including reasonable legal fees, incurred by Assignee as a result of such suit or joinder by Assignor.

13. No course of dealing between Assignor and Assignee, nor any failure to exercise nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. All of the Banks' rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Assignment in any jurisdiction.

16. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

17. The benefits and burdens of this Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

This Assignment shall be governed by and construed in accordance with the internal Laws of the State of New Jersey without regard to its conflicts of law principles.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective officers or agents thereunto duly authorized, as of the date first

PNC BANK, NATIONAL ASSOCIATION

By: [Signature]  
Name: Michael J. Vautour  
Title: Vice President

ATTEST:

PARTY CITY CORPORATION

By: [Signature]  
Name: Candice Hughes  
Title: ASSISTANT SECRETARY

By: [Signature]  
Name: David E. Lamber  
Title: Executive Vice President

196403



**SCHEDULE A  
TO  
PATENT, TRADEMARK AND COPYRIGHT COLLATERAL ASSIGNMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,  
TRADE NAMES AND COPYRIGHTS**

**SCHEDULE A  
TO  
PATENT, TRADEMARK AND COPYRIGHT COLLATERAL ASSIGNMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,  
TRADE NAMES AND COPYRIGHTS**

Patents, Trademarks, Copyrights, Licenses, etc.

See attached

There is a franchise agreement with each of the franchisee's listed in Schedule 1.1(f) which agreement licenses to the franchisee the trademark or service marks of the Borrower for the term of the agreement.

301850-1

TRADEMARK  
REEL: 1726 FRAME: 0414

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REEL: 002854 FRAME: 0731

PARTY CITY TRADEMARK  
APRIL 6, 1998

			MARK	ACT DUE	DUE DATE	
TC 10.1-001	APPLICATION: REGISTRATION:	771,790 1,553,347	27DE1988 22AU1989	PARTY CITY (LOGO)	LATERENEW. RENEWAL	22NO2009 22AU2009
TC 10.1-001 CANADA	APPLICATION: REGISTRATION:	723,011 TMA 451,735	19FE1993 15OE1995	PARTY CITY (LOGO)	RENEWAL LATERENEW.	15OE2010 15JE2011
TC 10.1-001 MEXICO	APPLICATION: REGISTRATION:	216241 518108	25OC1994 28FE1996	PARTY CITY (LOGO)	RENEWALAFF LATERENEW. RENEWAL USE	25OC2004 25AP2005 25OC2004 28FE1999
TC 10.1-002 11	APPLICATION: REGISTRATION:	669,752 1,974,090	04NY1995 21NY1996	DISCOUNT PARTY SUPER STORE, THE	SEC 8 & 15 RENEWAL LATERENEW.	21NY2002 21NY2006 21AU2006
TC 10.1-002	APPLICATION: REGISTRATION:	231,419 1,697,223	17DE1991 23JE1992	DISCOUNT PARTY SUPER STORE, THE	SECTION 08 LATERENEW. RENEWAL	23JE1998 23SE2002 23JE2002
TC 10.1-002 CANADA	APPLICATION: REGISTRATION:	766,534	19OC1994	DISCOUNT PARTY SUPER STORE, THE		
TC 10.1-002 MEXICO*	APPLICATION: REGISTRATION:	216242 522866	25OC1994 28NY1996	DISCOUNT PARTY SUPER STORE, THE	RENEWALAFF LATERENEW. RENEWAL USE	25OC2004 25AP2005 25OC2004 28NY1999
TC 10.1-002 SPAIN	APPLICATION: REGISTRATION:	1935059 1,935,059	05DE1994 05JL1995	DISCOUNT PARTY SUPER STORE, THE	TAXES RENEWAL RENEWALAFF LATERENEW.	31DE1999 05OE2004 05OE2004 05JE2005
TC 10.1-003	APPLICATION: REGISTRATION:	342,519 1,015,585	21DE1992 04JA1994	HALLOWEEN COSTUME WAREHOUSE	SECTION 08 RENEWAL LATERENEW.	04JA2000 04JA2004 04AP2004
TC 10.1-004	APPLICATION: REGISTRATION:	427,838 1,840,651	23AU1993 21JE1994	CREATE A FAVOR	SEC 8 & 15 RENEWAL LATERENEW.	21JE2000 21JE2004 21SE2004
TC 10.1-005	APPLICATION: REGISTRATION:	371,000 1,106,095	23NR1993 23NO1993	PARTY CITY	SEC 8 & 15 RENEWAL LATERENEW.	23NO1999 23NO2003 23FE2004

PARTY TRADEMARKS  
F / APRIL 6, 1998

				MARK	ACT DUE	DUE DATE
YC 10.1-005 CANADA	APPLICATION: REGISTRATION:	723,014 TMA 451,734	19FE1993 15DE1995	PARTY CITY	RENEWAL LATERENEWL	15DE2010 15JE2011
YC 10.1-005 GR. BRITAIN	APPLICATION: REGISTRATION:	2158781	20FE1998	PARTY CITY	CONF RECD? RESPONSE	05EE1998 03EE1998
YC 10.1-005 MEXICO I	APPLICATION: REGISTRATION:	218329 508,809	23NO1994 30OC1995	PARTY CITY (TRADEMARK)	RENEWALAFF LATERENEWL RENEWAL USE	23NO2004 23NY2005 23NO2004 30OC1998
YC 10.1-005 MEXICO II	APPLICATION: REGISTRATION:	216240 496,515	23OC1994 30JE1996	PARTY CITY (SERVICE MARK)	RENEWALAFF LATERENEWL RENEWAL USE	25OC2004 25AP2005 25OC2004 30JE1999
YTC 10.1-005 SPAIN I	APPLICATION: REGISTRATION:	1,935,477	09DE1994	PARTY CITY (TRADEMARK)	ABANDONED	
YTC 10.1-006	APPLICATION: REGISTRATION:	370,998 1,811,298	23MR1993 14DE1993	PARTY CITY (LOGO)	SEC B & 15 RENEWAL LATERENEWL	14DE1999 14DE2003 14MR2004
YTC 10.1-006 CANADA	APPLICATION: REGISTRATION:	766,535 TMA457,884	19OC1994 24NY1996	PARTY CITY COLOR LOGO	RENEWAL LATERENEWL	24NY2011 24NO2011
YTC 10.1-006 MEXICO	APPLICATION: REGISTRATION:	216355 518109	26OC1994 28FE1996	PARTY CITY COLOR LOGO	RENEWALAFF LATERENEWL RENEWAL USE	26OC2004 26AP2005 26OC2004 28FE1999

**ALL PARTYC COPYRIGHTS  
AS OF APRIL 6, 1998**

OUR FILE	REG. NO.	TITLE	EFFECTIVE DATE
PARTYC 8.0-001	VA 426-684	Party City Valentine's Day Flyer	Apr. 25, 1994
PARTYC 8.0-002	VA 671-572	Grand Opening / Halloween Flyer	Nov. 29, 1994
PARTYC 8.0-004	VA 753-040	1995 Mardi Gras Preprint	Aug. 23, 1995
PARTYC 8.0-005	VA 753-038	1995 Valentine's Preprint	Aug. 23, 1995
PARTYC 8.0-006	VA 753-039	1995 Birthday Preprint	Aug. 23, 1995
PARTYC 8.0-007	VA 753-043	1995 Graduation Preprint	Aug. 23, 1995
PARTYC 8.0-008	VA 753-042	1995 Trim-A-Tree Preprint	Aug. 23, 1995
PARTYC 8.0-009	VA 753-041	1994 Christmas/Holiday	Aug. 23, 1995
PARTYC 8.0-010	VA 749-754	1995 Spring Circular Promotion Preprint	Nov. 16, 1995

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REEL: 002854 FRAME: 0734

12'303d

0702 025 683

0711 004 21 000

17/11

11" Mylar red heart balloons, 70 across each.  
 APPLICATION TITLE: Party City Valentine's Day flyer  
 CLASS: VA (Visual Arts)  
 LC RETRIEVAL CODE: S (Graphic design)  
 STATUS: Registered  
 REGISTRATION NUMBER: VA04884  
 DATE REGISTERED: April 23, 1994 (19940423)  
 DATE OF CREATION: 1994  
 DATE OF PUBLICATION: January 24, 1994  
 AUTHOR(s): Party Communications Corporation  
 APPLICATION AUTHOR(s): Party Communications Corporation,  
 employer for hire.  
 OWNER(s): Party City Corporation  
 REGISTRATION DEPOSIT: Advertisement.  
 MISCELLANEOUS: C.O. covers.

**PARTY CITY COPYRIGHT REGISTRATIONS**

2/9/1

Party City 1996: 4 page valentine structure.  
 APPLICATION TITLE: 1996 valentine structure, 4 page  
 CLASS: TX (Textual Works); unpublished  
 LC RETRIEVAL CODE: B (Stenographic works of a non-dramatic  
 literary nature)  
 STATUS: Registered  
 REGISTRATION NUMBER: TX0491943  
 DATE REGISTERED: October 23, 1996 (19961023)  
 DATE OF CREATION: 1996  
 AUTHOR(s): Party Communications Corporation

47 4

1800

TIME - 10 00

TIME OF RECEIPT

0000 000 000 IVA 0711 ALL 00/01/99

APR 22 '98 15:41

TRADEMARK  
 TRADEMARK  
 REEL: 002854 FRAME: 0735

22 0394

FROM 001 001

SPICY 001 01 002

APPLICATION AUTHOR(s): Pecos Communications Corporation.  
OWNER(s): Pary City  
REGISTRATION DEPOSIT: Folder.

2/92

Mardi Gras headquarters.

APPLICATION TITLE: 1996 Mardi Gras circular, 4 page  
CLASS: TX (Textual Works); unpublished  
LC RETRIEVAL CODE: B (Monographic works of a non-dramatic literary nature)  
STATUS: Registered  
REGISTRATION NUMBER: TX06P1984  
DATE REGISTERED: October 23, 1996 (19961023)  
DATE OF CREATION: 1996  
AUTHOR(s): Pecos Communications Corporation  
APPLICATION AUTHOR(s): Pecos Communications Corporation.  
OWNER(s): Pary City  
REGISTRATION DEPOSIT: Folder.

2/93

1996 Halloween 4 page tab promotion.

APPLICATION TITLE: 1996 Halloween 4 page tab with Gatefold circular  
CLASS: TX (Textual Works); unpublished  
LC RETRIEVAL CODE: B (Monographic works of a non-dramatic literary nature)  
STATUS: Registered  
REGISTRATION NUMBER: TX06P1983  
DATE REGISTERED: October 23, 1996 (19961023)  
DATE OF CREATION: 1996  
AUTHOR(s): Pecos Communications Corporation  
APPLICATION AUTHOR(s): Pecos Communications Corporation.  
OWNER(s): Pary City  
REGISTRATION DEPOSIT: 1 v. & folder.

2/94

Pary City 1993 : 4 page Christmas circular.

APPLICATION TITLE: 1993 Christmas circular, 4 page tab  
CLASS: TX (Textual Works); unpublished  
LC RETRIEVAL CODE: B (Monographic works of a non-dramatic literary nature)  
STATUS: Registered  
REGISTRATION NUMBER: TX06P1982  
DATE REGISTERED: October 23, 1996 (19961023)  
DATE OF CREATION: 1993  
AUTHOR(s): Pecos Communications Corporation  
APPLICATION AUTHOR(s): Pecos Communications Corporation.  
OWNER(s): Pary City  
REGISTRATION DEPOSIT: 1 v. & 2 folders.

# 5

REC'D

TIME - 18

TUESDAY NOVEMBER

NOV 22 1996 11:52 FAX 9086547866

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REEL: 002854 FRAME: 0736



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2/95

1996 September promotion : dark blue.

APPLICATION TITLE: 1996 September "pro-Halloween" circular, 4 page

CLASS: TX (Textual Works); unpublished

LC RETRIEVAL CODE: B (Monographic works of a non-dramatic literary nature)

STATUS: Registered

REGISTRATION NUMBER: TX0691861

DATE REGISTERED: October 23, 1996 (19961023)

DATE OF CREATION: 1996

AUTHOR(s): Petrus Communications Corporation

APPLICATION AUTHOR(s): Petrus Communications Corporation

OWNER(s): Party City

REGISTRATION DEPOSIT: 1 v. & 2 folders.

2/96

1996 Halloween 12 page promotion.

CLASS: TX (Textual Works); unpublished

LC RETRIEVAL CODE: B (Monographic works of a non-dramatic literary nature)

STATUS: Registered

REGISTRATION NUMBER: TX0691960

DATE REGISTERED: October 23, 1996 (19961023)

DATE OF CREATION: 1996

AUTHOR(s): Petrus Communications Corporation

APPLICATION AUTHOR(s): Petrus Communications Corporation

OWNER(s): Party City

REGISTRATION DEPOSIT: 2 v.

2/97

1996 Halloween 4 page standard promotion.

CLASS: TX (Textual Works); unpublished

LC RETRIEVAL CODE: B (Monographic works of a non-dramatic literary nature)

STATUS: Registered

REGISTRATION NUMBER: TX0691979

DATE REGISTERED: October 23, 1996 (19961023)

DATE OF CREATION: 1996

AUTHOR(s): Petrus Communications Corporation

APPLICATION AUTHOR(s): Petrus Communications Corporation

OWNER(s): Party City

REGISTRATION DEPOSIT: 1 v. & folder.

2/98

Party City 1996 : August circular.

APPLICATION TITLE: 1996 August circular, 4 page

CLASS: TX (Textual Works); unpublished

LC RETRIEVAL CODE: B (Monographic works of a non-dramatic literary nature)

STATUS: Registered

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REGISTRATION NUMBER: TX0691976  
 DATE REGISTERED: October 23, 1996 (19961023)  
 DATE OF CREATION: 1996  
 AUTHOR(s): Petco Communications Corporation  
 APPLICATION AUTHOR(s): Petco Communications Corporation  
 OWNER(s): Party City  
 REGISTRATION DEPOSIT: 1 v. & 4 folders.

2/9/96

Party City 1996 : 4 page June circular.  
 APPLICATION TITLE: 1996 June circular, 4 page  
 CLASS: TX (Textual Works); unpublished  
 LC RETRIEVAL CODE: B (Monographic works of a non-dramatic literary nature)  
 STATUS: Registered  
 REGISTRATION NUMBER: TX0691977  
 DATE REGISTERED: October 20, 1996 (19961020)  
 DATE OF CREATION: 1996  
 AUTHOR(s): Petco Communications Corporation  
 APPLICATION AUTHOR(s): Petco Communications Corporation  
 OWNER(s): Party City  
 REGISTRATION DEPOSIT: 1 v. & 2 folders.

2/9/10

Party City 1996 : 8 page graduation circular.  
 APPLICATION TITLE: 1996 graduation circular, 8 page  
 CLASS: TX (Textual Works); unpublished  
 LC RETRIEVAL CODE: B (Monographic works of a non-dramatic literary nature)  
 STATUS: Registered  
 REGISTRATION NUMBER: TX0691976  
 DATE REGISTERED: October 23, 1996 (19961023)  
 DATE OF CREATION: 1996  
 AUTHOR(s): Petco Communications Corporation  
 APPLICATION AUTHOR(s): Petco Communications Corporation  
 OWNER(s): Party City  
 REGISTRATION DEPOSIT: 1 v. & 4 folders.

2/9/11

Party City 1996 : 4 page April circular.  
 APPLICATION TITLE: 1996 April circular, 4 page  
 CLASS: TX (Textual Works); unpublished  
 LC RETRIEVAL CODE: B (Monographic works of a non-dramatic literary nature)  
 STATUS: Registered  
 REGISTRATION NUMBER: TX0691975  
 DATE REGISTERED: October 23, 1996 (19961023)  
 DATE OF CREATION: 1996  
 AUTHOR(s): Petco Communications Corporation  
 APPLICATION AUTHOR(s): Petco Communications Corporation  
 OWNER(s): Party City

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REGISTRATION DEPOSIT: 1 v. & 2 folders.

2/9/12

Party City 1996: 4 page spring circular.

APPLICATION TITLE: 1996 March circular, 4 page

CLASS: TX (Textual Works); graphic design

LC RETRIEVAL CODE: 8 (Monographic works of a non-dramatic literary nature)

STATUS: Registered

REGISTRATION NUMBER: TX091974

DATE REGISTERED: October 23, 1996 (19961023)

DATE OF CREATION: 1996

AUTHOR(s): Petrus Communications Corporation

APPLICATION AUTHOR(s): Petrus Communications Corporation

OWNER(s): Party City

REGISTRATION DEPOSIT: 1 v. & 2 folders.

2/9/13

Party City: the Discount Party Super Store.

APPLICATION TITLE: Party City Falloween circular--8 page tab

CLASS: TX (Textual Works)

LC RETRIEVAL CODE: 8 (Miscellaneous)

STATUS: Registered

REGISTRATION NUMBER: TXA349258

DATE REGISTERED: November 04, 1996 (19961104)

DATE OF CREATION: 1995

DATE OF PUBLICATION: September 22, 1995

AUTHOR(s): Petrus Communications Corporation

APPLICATION AUTHOR(s): Petrus Communications Corporation

OWNER(s): Party City

2/9/14

Party City: the Discount Party Super Store.

APPLICATION TITLE: Party City pre Falloween grand opening 8 page circular

CLASS: TX (Textual Works)

LC RETRIEVAL CODE: 3 (Miscellaneous)

STATUS: Registered

REGISTRATION NUMBER: TXA349257

DATE REGISTERED: November 04, 1996 (19961104)

DATE OF CREATION: 1995

DATE OF PUBLICATION: September 05, 1995

AUTHOR(s): Petrus Communications Corporation

APPLICATION AUTHOR(s): Petrus Communications Corporation

OWNER(s): Party City

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PAGE 28

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2/9/15

Party City : the Discount Party Super Store

APPLICATION TITLE: Party City pre Halloween 4 page circular  
reorganization policy

CLASS: TX (Transactional Works)

LC RETRIEVAL CODE: S (Miscellaneous)

STATUS: Registered

REGISTRATION NUMBER: TX4248256

DATE REGISTERED: November 04, 1996 (19961104)

PREVIOUS REGISTRATION/PUBLICATION: Priv. reg.

DATE OF CREATION: 1995

DATE OF PUBLICATION: September 08, 1995

AUTHOR(s): Patent Communications Corporation

APPLICATION AUTHOR(s): Patent Communications Corporation

OWNER(s): Party City

LIMITATION OR NEW MATTER: NM: revisions

2/9/16

Party City : the Discount Party Super Store

APPLICATION TITLE: Party City pre Halloween rack ad

CLASS: TX (Transactional Works)

LC RETRIEVAL CODE: S (Miscellaneous)

STATUS: Registered

REGISTRATION NUMBER: TX4349253

DATE REGISTERED: November 04, 1996 (19961104)

PREVIOUS REGISTRATION/PUBLICATION: Priv. reg.

DATE OF CREATION: 1995

DATE OF PUBLICATION: September 08, 1995

AUTHOR(s): Patent Communications Corporation

APPLICATION AUTHOR(s): Patent Communications Corporation

OWNER(s): Party City

LIMITATION OR NEW MATTER: NM: revisions

2/9/17

Party City : the Discount Party Super Store

APPLICATION TITLE: Party City Halloween circular—Cards, 4 page  
tab

CLASS: TX (Transactional Works)

LC RETRIEVAL CODE: S (Miscellaneous)

STATUS: Registered

REGISTRATION NUMBER: TX4348254

DATE REGISTERED: November 04, 1996 (19961104)

PREVIOUS REGISTRATION/PUBLICATION: Priv. reg.

DATE OF CREATION: 1995

DATE OF PUBLICATION: October 11, 1995

AUTHOR(s): Patent Communications Corporation

APPLICATION AUTHOR(s): Patent Communications Corporation

OWNER(s): Party City

LIMITATION OR NEW MATTER: NM: revisions & additions

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2/9/18

Party City : the Discount Party Super Store.

APPLICATION TITLE: Party City September circular—Orange, CT  
CLASS: TX (Textual Works)  
LC RETRIEVAL CODE: 3 (Miscellaneous)  
STATUS: Registered  
REGISTRATION NUMBER: TX4149253  
DATE REGISTERED: November 04, 1996 (19961104)  
PREVIOUS REGISTRATION/PUBLICATION: Prev. reg.  
DATE OF CREATION: 1995  
DATE OF PUBLICATION: September 10, 1995  
AUTHOR(s): Petco Communications Corporation  
APPLICATION AUTHOR(s): Petco Communications Corporation  
OWNER(s): Party City  
LIMITATION OR NEW MATTER: NM: additions.

2/9/19

Party City : the Discount Party Super Store.

APPLICATION TITLE: Party City Halloween circular 4 page tab  
CLASS: TX (Textual Works)  
LC RETRIEVAL CODE: 3 (Miscellaneous)  
STATUS: Registered  
REGISTRATION NUMBER: TX4149252  
DATE REGISTERED: November 04, 1996 (19961104)  
PREVIOUS REGISTRATION/PUBLICATION: Prev. reg.  
DATE OF CREATION: 1995  
DATE OF PUBLICATION: September 26, 1995  
AUTHOR(s): Petco Communications Corporation  
APPLICATION AUTHOR(s): Petco Communications Corporation  
OWNER(s): Party City  
LIMITATION OR NEW MATTER: NM: revisions.

2/9/20

Party City : the Discount Party Super Store.

APPLICATION TITLE: Party City pre Halloween Canada, 4 page circular  
CLASS: TX (Textual Works)  
LC RETRIEVAL CODE: 3 (Miscellaneous)  
STATUS: Registered  
REGISTRATION NUMBER: TX4349251  
DATE REGISTERED: November 04, 1996 (19961104)  
PREVIOUS REGISTRATION/PUBLICATION: Prev. reg.  
DATE OF CREATION: 1995  
DATE OF PUBLICATION: September 13, 1995  
AUTHOR(s): Petco Communications Corporation  
APPLICATION AUTHOR(s): Petco Communications Corporation  
OWNER(s): Party City  
LIMITATION OR NEW MATTER: NM: revisions.

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Party City: the Discount Party Super Store

APPLICATION TITLE: Party City pre Hardcover a page base version

CLASS: TX (Textual Works)

LC RETRIEVAL CODE: S (Miscellaneous)

STATUS: Registered

REGISTRATION NUMBER: TX4349250

DATE REGISTERED: November 04, 1994 (19961104)

DATE OF CREATION: 1993

DATE OF PUBLICATION: September 10, 1993

AUTHOR(s): Party Communications Corporation

APPLICATION AUTHOR(s): Party Communications Corporation

OWNER(s): Party City

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\*\*\* TOTAL PAGE 09 \*\*\*

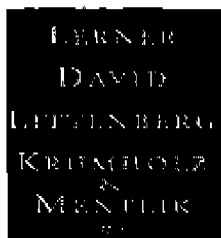
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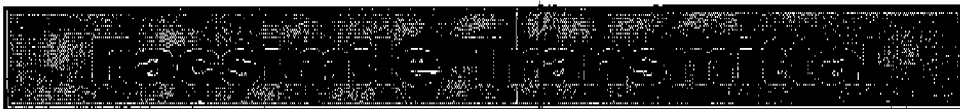
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REEL: 002854 FRAME: 0742



**LERNER, DAVID, LITTENBERG, KRUMHOLZ & MENTLIK, LLP**  
 600 South Avenue West • Westfield, NJ 07090  
 Tel: 908 654 5000 • Fax: 908 654 7866



To:	Fax Number	From
USPTO Assignment Division	703-306-5995	Linda Donnelly 908-518-6345

**Date: 5/17/04 No. Pages: 23 File Name.: PARTYC 10.1; 10.1-002II; 10.1-003;  
 10.1-005; 10.1-006 Client/Matter No:**

**MESSAGE:**

**Please record the attached assignment and fax the Notice of Recordation to Linda Donnelly at 908-654-7866.**

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