



102653961

To the Honorable Commissioner

Send original documents or copy thereof.

1. Name of conveying party(ies):
CTI Industries Corporation

1.20.04

- Individual(s)
- General Partnership
- Corporation-State (Illinois)
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 12/31/2003

2. Name and address of receiving party(ies)

Name: Cole Taylor Bank

Internal Address: Suite 400

Street Address: 111 West Washington Street

City: Chicago State: IL Zip: 60601

- Individual(s) citizenship _____
- Association Banking
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____
SEE ATTACHED SCHEDULE A

B. Trademark Registration No.(s) _____
SEE ATTACHED SCHEDULE B

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Tammy S. Settle

Internal Address: Vedder Price Kaufman Kammholz

Street Address: 222 North LaSalle Street

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: _____

27

7. Total fee (37 CFR 3.41).....\$ 690.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

22-0259

DO NOT USE THIS SPACE

9. Signature.

Tammy S. Settle
Name of Person Signing

Tammy S. Settle
Signature

January 12, 2004
Date

01/23/2004 DBYRNE 00000172 220259 76360206 Total number of pages including cover sheet, attachments, and document: 16

01 FC:8521 40.00 BA
02 FC:8522 650.00 BA

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Additional names(s) of conveying party(ies):

1. CTI Helium, Inc. an Illinois Corporation
22160 N. Pepper Road
Barrington , Illinois 60010

TRADEMARK AND LICENSE SECURITY AGREEMENT
CTI Industries Corporation and CTI Helium, Inc.

TRADEMARK APPLICATIONS
SCHEDULE A

MARK	APPLICATION NO.
ACCENTS & DESIGN	76/360,206
PARTY ACCENTS	76/392,289
PIXILOONS	76/414,502
BOWLOONS	76/414,501
FLORALOONS	76/414,500
SWEETY GREETY'S	76/414,499
BANNER BUDDIES	76/414,503
HUGGERS	76/510,452
PHOTOLOON	76/332,998
THE PARADISE COLLECTION BY CTI	76/041,032
CANDYLOON	76/366,255
BREWSTER	76/345,817
BREWSTER BUDDIES	76/362,755
BEAR (BREWSTER) DESIGN	76/362,756

TRADEMARK AND LICENSE SECURITY AGREEMENT
CTI Industries Corporation and CTI Helium, Inc.

TRADEMARK REGISTRATIONS
SCHEDULE B

MARK	REGISTRATION NO.
LOONY	1,748,636
HI-TEX	1,552,109
IT'S PERSONAL	1,551,924
SNOOLS	1,435,845
MINILOON	1,291,308
SUPERLOON	1,211,711
PIXILOON	1,541,721
CARD-B-LOON	1,416,803
ULTRALOON	1,841,922
YOU NAME IT	2,153,044
CTI THE WORLD'S FINEST BALLOONS	2,389,346
DAZZELOONS	1,863,271
CTI	1,616,702

TRADEMARK AND LICENSE SECURITY AGREEMENT

TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of December 31, 2003, made by CTI Industries Corporation, an Illinois corporation and CTI Helium, Inc., an Illinois corporation (the "Grantors"); and Cole Taylor Bank ("Lender").

W I T N E S S E T H:

WHEREAS, Lender and Grantors have entered into that certain Loan and Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), dated of even date herewith, pursuant to which Lender, subject to the terms and conditions set forth therein, has agreed to extend certain credit facilities to the Grantors;

WHEREAS, Lender has required, as a further condition to entering into the Loan Agreement and to secure the Obligations under the Loan Agreement and the other Loan Documents, that Grantors execute this Agreement.

NOW, THEREFORE, for and in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms.

- (i) When used herein, (a) capitalized terms which are not otherwise defined have the meanings assigned thereto in the Loan Agreement; and (b) the following terms have the following meanings:

Collateral see Section 2.

Default means the occurrence of any of the following events: (a) any Event of Default; or (b) any warranty of Grantors herein is untrue or misleading in any material respect and, as a result thereof, Lender's security interest in any material portion of the Collateral is not perfected or Lender's rights and remedies with respect to any material portion of the Collateral are materially impaired or otherwise materially adversely affected.

- (ii) The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Any pronoun used shall be deemed to cover all genders. Wherever appropriate in the context, terms used herein in the singular also include the plural and vice versa. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. Unless otherwise provided, all references to any instruments or agreements to which Lender is a party,

including, without limitation, references to the Loan Agreement and any of the other Loan Documents, shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.

2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Grantors hereby grant to Lender a first priority security interest, having priority over all other security interests, with power of sale (to the extent permitted by applicable law) in all of Grantors' interest in now owned or existing and hereafter acquired or arising (collectively, the "Collateral"):

- (i) trademarks, registered trademarks and trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications, and service mark registrations, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Grantors' rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");
- (ii) the goodwill of Grantors' business connected with and symbolized by the Trademarks; and
- (iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks, trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications and service mark registrations, whether Grantors are a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of a Default to use the foregoing in connection with the enforcement of Lender's rights under the Loan Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses").

3. Restrictions on Future Agreements. Grantors will not, without Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantors further agree that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Lender under this Agreement or the rights

associated with those Trademarks which are necessary or desirable in the operation of Grantors' business.

4. New Trademarks and Licenses. Grantors represent and warrant that the Trademarks and Licenses listed on Schedule A and Schedule B, respectively, include all of the Trademarks and Licenses now owned or held by Grantors. If, prior to the termination of this Agreement, Grantors shall (i) obtain rights to any new Trademark or Licenses or (ii) become entitled to the benefit of any new or existing Trademark or License, the provisions of Section 2 shall automatically apply thereto and Grantors shall give prompt written notice thereof to Lender. Grantors hereby authorize Lender to unilaterally modify this Agreement by (a) amending Schedule A or Schedule B, as the case may be, to include any Trademarks or Licenses which are described under Section 2, or under this Section 4, and (b) filing with the United States Patent and Trademark Office in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedule A or Schedule B thereto, as the case may be, the revised list of Trademarks and/or Licenses under Section 2 or this Section 4. Notwithstanding the foregoing, Grantors hereby agree that Lender's security interest shall extend to all of the collateral listed in Section 2 and this Section 4, regardless of whether Lender actually amends Schedule A and Schedule B.

5. Additional Parties. To the extent permitted by the Loan Agreement, at any time after the date of this Agreement, one or more additional Persons may become parties hereto by executing and delivering to Lender a counterpart signature page to this Agreement together with supplements to the Schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Immediately upon such execution and delivery (and without any further action), each such additional Person will become a party to, and will be bound by all the terms of, this Agreement. Without limiting the generality of the foregoing, upon such additional Person's execution of such counterpart, each reference to "Grantors" herein shall include such additional Person and such Person shall be deemed to have thereupon granted to Lender a first priority security interest in all of its Collateral, as provided herein.

6. Royalties. Grantors hereby agree that the use by Lender of the Trademarks and Licenses as described in Section 2 and Section 4 and as authorized hereunder shall be, to the extent permitted by applicable law, co-extensive with Grantors' rights thereunder and with respect thereto and without any liability for royalties or other related charges from Lender to Grantors.

7. Nature and Continuation of Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full and the Loan Agreement terminated. At such time, the rights granted to Lender hereunder shall also terminate.

8. Right to Inspect; Further Assignments and Security Interests. Lender shall have the right, consistent with the Loan Agreement at any reasonable time and from time to time, to inspect the premises and to examine the books, records, and operations of Grantors relating to the Trademarks and the Licenses, including, without limitation, Grantors' quality control processes; provided, that in conducting such inspections and examinations, Lender shall use

reasonable efforts not to disturb unnecessarily the conduct of Grantors' ordinary business operations. During the existence of an Event of Default, and subject to the terms of the Loan Agreement, Grantors agree that Lender or a conservator appointed by Lender, shall have the right to establish such reasonable additional product quality controls as Lender or such conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Grantors under the Trademarks or the Licenses. Grantors agree (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior written consent of Lender, (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (iii) not to reduce the quality of such products in any material respect without the prior written consent of Lender.

9. Duties of Grantors. Grantors shall have the duty, to the extent desirable in the normal conduct of Grantors' business and consistent with Grantors' current business practices: (i) to prosecute diligently any trademark applications or registrations or service mark applications or registrations that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks as Grantors deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of Grantors' rights in the trademark and service mark applications and trademark and service mark registrations that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Grantors. Grantors shall not abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be, in Grantors' commercially reasonable business judgment, necessary or economically desirable in the operation of Grantors' business. Grantors agree to retain an experienced trademark attorney reasonably acceptable to Lender for the filing and prosecution of all such applications and other proceedings, provided that Lender expressly agrees that the attorneys at Marshall, Gerstein & Borun constitute such experienced trademark attorneys. Lender shall have no duty with respect to the Trademarks or Licenses. Without limiting the generality of the foregoing, Lender shall be under no obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at Lender's option during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Grantors and added to the Obligations secured hereby.

10. Lender's Right to Sue. During the existence of an Event of Default, and subject to the terms of the Loan Agreement, Lender shall have the right, but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if Lender shall commence any such suit, Grantors shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement. Grantors shall, upon demand, promptly reimburse and indemnify Lender for all costs and reasonable expenses incurred by Lender in the exercise of its rights under this Section 10 (including, without limitation, all attorneys' and paralegals' fees). If, for any reason whatsoever, Lender is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

11. Waivers. No course of dealing between Grantors and Lender, and no failure to exercise or delay in exercising on the part of Lender any right, power or privilege hereunder or

under the Loan Agreement or Loan Documents shall operate as a waiver of any of Lender's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the Loan Agreement or Loan Documents shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Lender's Exercise of Rights and Remedies Upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that during the existence of an Event of Default, Lender may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or Loan Documents. Without limiting the generality of the foregoing, Grantors acknowledge and agrees that (i) the Trademarks and the Licenses comprise a portion of the Collateral and Lender shall have the right to exercise its rights under the Loan Agreement with respect to the Trademarks and the Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) during the existence of an Event of Default, Lender or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the inventory, or for any other purpose in connection with the conduct of Grantors' business. Any proceeds of any of the Collateral may be applied by Lender to the payment of expenses in connection with the enforcement of Lender's rights and remedies hereunder and in connection with the Collateral, including, without limitation, reasonable attorneys' fees and legal expenses, and any balance of such proceeds may be applied by Lender toward the payment of such of the Obligations, and in such order of application, as Lender may from time to time elect (and, after payment in full of all Obligations, any excess shall be delivered to the Grantors or as a court of competent jurisdiction shall direct).

13. Intent-to-Use Applications. Notwithstanding any provision of this Agreement, the applicable Uniform Commercial Code or any other agreement or law, in no event shall any party be required or permitted to assign, convey or transfer any trademark or service mark that is the subject of an application for registration under Section 1(b) of the Lanham Act (15 U.S.C. § 1051(b)), as amended, prior to the filing of the verified statement of use under Section 1(d) of the Lanham Act (15 U.S.C. § 1051(d)), as amended.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or 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 other clause or provision of this Agreement in any jurisdiction.

15. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 and Section 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney. All of Lender's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Grantors hereby irrevocably appoint Lender as Grantors' attorney-in-fact, with full authority in the place and stead of Grantors and in the name of Grantors or otherwise to carry out the acts described below. During the existence of an Event of Default, Grantors hereby authorize Lender

to, in its sole discretion, (i) endorse Grantors' name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Lender reasonably deems are in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. Lender shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 16 without taking like action with respect to the entire goodwill of Grantors' business connected with the use of, and symbolized by, such Trademarks. Grantors hereby ratify all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 7 hereof. Grantors acknowledge and agree that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement or Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which, respectively, either (y) the Trademarks may be located or deemed located, or (z) the Licenses were granted.

17. Binding Effect; Benefits. This Agreement shall be binding upon Grantors and their successors and assigns, and shall inure to the benefit of Lender, and their nominees, successors and assigns. Grantors' successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantors; provided, however that Grantors shall not voluntarily assign their obligations hereunder without the prior written consent of Lender.

18. Governing Law; Choice of Forum; Service of Process. The validity, interpretation and enforcement of this Agreement and the other Loan Documents and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Illinois (without giving effect to principles of conflicts of law) and applicable federal law. Grantors irrevocably consent and submits to the non-exclusive jurisdiction of the courts of the State of Illinois, County of Cook and the United States District Court for the Northern District of Illinois and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Loan Documents or in any way connected or related or incidental to the dealings of Grantors and Lender in respect of this Agreement or the other Loan Documents or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Lender shall have the right to bring any action or proceeding against Grantors or its property in the courts of any other jurisdiction which Lender deems necessary or appropriate in order to realize on the collateral or to otherwise enforce its rights against Grantors or its property). Grantors hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth on the signature pages hereof and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Lender's option, by service upon Grantors in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Grantors shall appear in answer to such process, failing which

Grantors shall be deemed in default and judgment may be entered by Lender against Grantors for the amount of the claim and other relief requested.

19. JURY TRIAL WAIVER. EACH OF GRANTORS AND LENDER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF GRANTORS AND LENDER IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH OF GRANTORS AND LENDER HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT GRANTORS OR LENDER MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF GRANTORS AND LENDER TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

20. Notices. Any written notice, consent or other communication provided for in this Agreement shall be delivered in accordance with the Loan Agreement.

21. Section Headings. The section headings herein are for convenience of reference only and shall not affect in any way the interpretation of any of the provisions hereof.

22. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in 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 agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

23. Right of Recordal of Security Interest. Lender shall have the right, but not the obligation, at the expense of the Grantors, to record this Agreement in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Lender, and Lender shall advise the Grantors of such recordals. Upon satisfaction in full of the Obligations and termination of the Loan Agreement, the Grantors shall have the right to effect recordal of such satisfaction or termination at the expense of the Grantors in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by the Grantors. Lender and the Grantors shall cooperate to effect all such recordals hereunder.

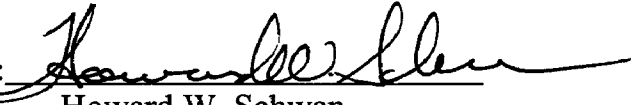
SIGNATURE PAGES FOLLOW

Signature Page to Trademark and License Security Agreement


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

GRANTOR:

CTI INDUSTRIES CORPORATION

By: 
Howard W. Schwan
President

CTI HELIUM, INC.

By: 
Howard W. Schwan
President

Signature Page to Trademark and License Security Agreement

LENDER:

Cole Taylor Bank

By: *Jeffrey J. Podwika*
Vice President **Jeffrey J. Podwika**
Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 31ST day of December, 2003, before me personally came the individual named in the above signature caption, to me known, who, being by me duly sworn, did depose and say that he is an officer of Cole Taylor Bank and that he signed his name thereto by like order.

Kathleen Hoffman
NOTARY PUBLIC

My Commission Expires: 4/18/07



Schedule A

Trademark and License Security Agreement

All Applications Filed For CTI INDUSTRIES CORP. (30026)

Docket No.	Reg. Date	Reg. No.	Status	Short Title	App. No.	Filed	Ctry
30026/60005/BX	12/1/1993	0000530926	Alive	SUPERLOON	0000798514	6/9/1993	BX
30026/60006/BX	8/26/1988	00000000449663	Alive	PIXILOON	00000000064349	8/26/1988	BX
30026/60007/BX	12/19/1985	00000000418505	Alive	CARD-B-LOONS	000000000054854	12/19/1985	BX
30026/60008/BX	12/19/1985	00000000418503	Alive	ULTRALOONS	000000000054852	12/19/1985	BX
30026/60015/BX	10/26/1988	00000000453506	Alive	WALKABOUT	000000000065026	10/26/1988	BX
30026/60016/BX	8/2/1993	0000525832	Alive	ACCENTS & DESIGN	0000793474	2/19/1993	BX
30026/60005/CA	12/30/1994	00000000437650	Alive	SUPERLOON	000000000725640	3/26/1993	CA
30026/60005/CH	12/19/1994	0000413552	Alive	SUPERLOON	08039/1993	6/14/1993	CH
30026/60005/DE	9/1/1994	0002076770	Alive	SUPERLOON	0C45755/28	10/12/1993	DE
30026/60016/DE	5/16/1994	0002064856	Alive	ACCENTS & DESIGN	0C44727/28	2/26/1993	DE
30026/60005/DK	8/6/1993	0VR0590393	Alive	SUPERLOON	0VA0387793	6/15/1993	DK
30026/60005/ES	6/20/1994	0001768148	Alive	SUPERLOON	0001768148	6/21/1993	ES
30026/60005/FR	6/14/1993	093/472114	Alive	SUPERLOON	093/472114	6/14/1993	FR
30026/60016/FR	8/13/1993	093/457873	Alive	ACCENTS & DESIGN	093/457873	3/3/1993	FR
30026/60001/GB	10/12/1993	00000001550315	Alive	HI-TEX	00000001550315	10/12/1993	GB
30026/60004/GB	10/12/1993	00000001550284	Alive	MINILOON	00000001550284	10/12/1993	GB
30026/60005/GB	6/12/1993	00000001538354	Alive	SUPERLOON	00000001538354	6/12/1993	GB
30026/60008/GB	10/12/1993	00000001550282	Alive	ULTRALOON	00000001550282	10/12/1993	GB
30026/60015/GB	2/15/1991	00000001391548	Alive	WALKABOUT	000000001391548	7/12/1989	GB
30026/60015A/GB	9/13/1991	00000001391549	Alive	WALKABOUT	000000001391549	7/12/1989	GB
30026/60017/GB	4/28/1995	00000002023423	Alive	CTI AND BALLOON LOGO	000000002023423	4/28/1995	GB
30026/60005/HK	2/28/1995	000001433/1995	Alive	SUPERLOON	000000093/03320	4/7/1993	HK
30026/60005/IT	11/8/1995	0000661451	Alive	SUPERLOON	RM93C/2280	7/12/1993	IT
30026/60005/KR	5/2/1989	00000000169475	Alive	SUPERLOON	000000198725374	12/30/1987	KR
30026/60005/MX	2/8/1994	0000451686	Alive	SUPERLOON	0000166521	4/29/1993	MX
30026/60005/NO	8/25/1994	00000000164349	Alive	SUPERLOON	000000000932823	6/15/1993	NO
30026/60005/SE	2/25/1994	00000000255774	Alive	SUPERLOON	000000093-05594	6/17/1993	SE
30026/60005/SG	4/2/1993	0002422/93	Alive	SUPERLOON	0S/2422/93	4/2/1993	SG
30026/60001/TH	6/2/1989	0000000TM73122	Alive	HI-TEX	000000000176222	5/6/1988	TH
30026/60005/TH	2/14/1989	0000000TM74360	Alive	SUPERLOON	000000000176215	5/6/1988	TH
30026/60001/TW	7/1/1988	00000000406448	Alive	HI-TEX	000000076/69160	12/29/1987	TW
30026/60004/TW	7/1/1988	00000000406442	Alive	MINILOON	000000076/69154	12/29/1987	TW
30026/60005/TW	2/1/1994	00000000630863	Alive	SUPERLOON	00000082-027011	6/8/1993	TW

Schedule A

Trademark and License Security Agreement
 All Applications Filed For CTI INDUSTRIES CORP. (30026)

Docket No.	Reg. Date	Reg. No.	Status	Short Title	App. No.	Filed	Ctry
30026/60000/US	1/26/1993	1,748,636	Alive	LOONY	73/801,588	5/22/1989	US
30026/60001/US	8/15/1989	1,552,109	Alive	HI-TEX	73/771,506	12/27/1988	US
30026/60002/US	8/15/1989	1,551,924	Alive	IT'S PERSONAL	73/771,507	12/27/1988	US
30026/60003/US	4/7/1987	1,435,845	Alive	SNOOLS	73/618,277	9/5/1986	US
30026/60004/US	8/21/1984	1,291,308	Alive	MINILOON	73/417,852	3/18/1983	US
30026/60005/US	10/5/1982	1,211,711	Alive	SUPERLOON	73/327,740	9/14/1981	US
30026/60006/US	5/30/1989	1,541,721	Alive	PIXILOON	73/755,101	9/30/1988	US
30026/60007/US	11/11/1986	1,416,803	Alive	CARD-B-LOON	73/594,891	4/23/1986	US
30026/60008/US	6/28/1994	1,841,922	Alive	ULTRALOON	74/432,080	9/7/1993	US
30026/60009/US	4/21/1998	2,153,044	Alive	YOU NAME IT	75/145,039	8/5/1996	US
30026/60010/US	9/26/2000	2,389,346	Alive	CTI. THE WORLD'S FINEST BALLOONS	75/645,603	2/22/1999	US
30026/60012/US	11/15/1994	1,863,271	Alive	DAZZELOONS	74/388,514	5/10/1993	US
30026/60013/US	10/9/1990	1,616,702	Alive	CTI	73/838,119	11/13/1989	US
30026/60016A/US			Pending	ACCENTS & DESIGN	76/360206	1/18/2002	US
30026/60018/US			Pending	PARTY ACCENTS	76/392289	4/5/2002	US
30026/60019/US			Pending	PIXILOONS	76/414,502	6/3/2002	US
30026/60020/US			Pending	BOWLOONS	76/414,501	6/3/2002	US
30026/60021/US			Pending	FLORALOONS	76/414,500	6/3/2002	US
30026/60022/US			Pending	SWEETY GREETY'S	76/414,499	6/3/2002	US
30026/60023/US			Pending	BANNER BUDDIES	76/414,503	6/3/2002	US
30026/60024/US			Pending	HUGGERS	76/510,452	4/14/2003	US
30026/61379/US			Pending	PHOTOLOON	76/332,998	11/1/2001	US
30026/62000/US			Pending	THE PARADISE COLLECTION BY CTI	76/041032	5/4/2000	US
30026/62001/US			Pending	CANDYLOON	76/366,255	1/31/2002	US
30026/62002/US			Pending	BREWSTER	76/345817	12/7/2001	US
30026/62002A/US			Pending	BREWSTER BUDDIES	76/362755	1/28/2002	US
30026/62002B/US			Pending	BEAR(BREWSTER) DESIGN	76/362756	1/28/2002	US

SCHEDULE B
TRADEMARK AND LICENSE SECURITY AGREEMENT
LICENSE AGREEMENTS

License Agreement, Paws, Inc and CTI Industries Corporation (Garfield) dated January 1, 2003.

License Agreement, United Media, Inc. and CTI Industries Corporation (Precious Moments) dated October 30, 2002.

License Agreement, Hallmark Cards, Inc. and CTI Industries Corporation dated March 7, 2002.

License Agreement, Raecath (Kinka) and CTI Industries Corporation dated July 2002.

License Agreement, Blue Moon Licensing and CTI Industries Corporation dated June 2002.

License Agreement, SPS Studio, Inc. (Elephantz) and CTI Industries Corporation dated January 2000.

License Agreement, NES-TM, Inc. (Tudes & Face Offs) and CTI Industries Corporation dated January 1, 2003.

License Agreement, Sayers & Sayers Enterprises and CTI Industries Corporation dated January 1995.

License Agreement, Successories, Inc. and CTI Industries Corporation dated March 20, 2003.