

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AMSCAN INC.		12/23/2005	CORPORATION: NEW YORK
AM-SOURCE, LLC		12/23/2005	LIMITED LIABILITY COMPANY: RHODE ISLAND
ANAGRAM INTERNATIONAL, INC.		12/23/2005	CORPORATION: MINNESOTA
M&D INDUSTRIES, INC.		12/23/2005	CORPORATION: DELAWARE
TRISAR, INC.		12/23/2005	CORPORATION: CALIFORNIA
PARTY CITY CORPORATION		12/23/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Goldman Sachs Credit Partners L.P., as collateral agent
<b>Street Address:</b>	85 Broad Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10004
<b>Entity Type:</b>	LIMITED PARTNERSHIP:

**PROPERTY NUMBERS Total: 60**

Property Type	Number	Word Mark
Registration Number:	2917947	RAZZLE DAZZLES
Registration Number:	2846421	CREATIVE CORNER
Registration Number:	2762867	CAR ART
Registration Number:	2999598	PARTY PALS
Registration Number:	2956513	
Registration Number:	2999599	PARTY PALS
Registration Number:	2952477	
Registration Number:	2952476	

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Registration Number:	2952475	
Registration Number:	2952474	
Registration Number:	2909048	RAZZLE DAZZLES
Registration Number:	2680216	RAZZLE DAZZLES
Registration Number:	2273669	PERSONAL PAPERS
Registration Number:	1866478	TREND SETTERS
Registration Number:	1833020	TREND SETTERS
Registration Number:	1670058	TREND SETTERS
Registration Number:	1146105	AMSCAN
Registration Number:	1359262	FESTIVE OCCASION
Registration Number:	2887273	TRINKLETS
Registration Number:	1495148	ELEGANT TOUCH
Registration Number:	1495147	CRYSTAL GLAZE
Registration Number:	1527832	GREAT SHAPES
Registration Number:	2052521	
Registration Number:	1533437	AIRWALKERS
Registration Number:	2598449	SING-A-TUNE
Registration Number:	2519999	DYNAFLOAT
Registration Number:	1967446	MAKING THE WORLD A HAPPIER PLACE
Registration Number:	2486345	SQUEEZEES BALLOONS
Registration Number:	1933333	RECYCLED TEENAGER
Registration Number:	1595867	GREETING BALLOONS
Registration Number:	2895330	AMERICA'S #1 PARTY STORE
Registration Number:	1974890	THE DISCOUNT PARTY SUPER STORE
Registration Number:	1815585	HALLOWEEN COSTUME WAREHOUSE
Registration Number:	2802262	HALLOWEEN COSTUME WAREHOUSE
Registration Number:	2798529	INFLATION STATION
Registration Number:	1806095	PARTY CITY
Registration Number:	1553347	PARTY CITY
Registration Number:	1811298	PARTY CITY
Serial Number:	76977684	SING A TUNE BALLOONS
Serial Number:	78739208	TINY TWINKLERS
Serial Number:	78467237	STICKLES
Serial Number:	78578053	PULL-A-PART
Serial Number:	78502628	DROP-A-LINE

Serial Number:	78610177	WANDERFULS
Serial Number:	78627715	DOO-DADS
Serial Number:	78627654	BALLOON ACCENTS BALLOON STRINGS & WEIGHTS
Serial Number:	78645013	CLIP-A-STRIP
Serial Number:	78484880	STRING-A-LONG
Serial Number:	76439560	SING A TUNE BALLOONS
Serial Number:	76269750	BALLOON SWEETS
Serial Number:	78541165	GOTHIC MANOR
Serial Number:	78369317	PARTY CITY
Serial Number:	78681491	PARTY MORE, PAY LESS
Serial Number:	78457870	THIS HALLOWEEN WEEKEND GO ALL THE WAY
Serial Number:	78133436	YOUR CELEBRATION STARTS HERE
Serial Number:	78360913	CENTER STAGE
Serial Number:	78360925	ON STAGE
Serial Number:	78360919	STAGE LEFT
Serial Number:	78360927	STAGE ONE
Serial Number:	78360957	STAGE RIGHT

**CORRESPONDENCE DATA**

Fax Number: (202)728-0744  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2027216405  
Email: christine.wilson@thomson.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1133 Avenue of the Americas  
Address Line 2: Suite 3100  
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	01/18/2006

**Total Attachments: 9**  
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RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

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

<p>1. Name of conveying party(ies):</p> <p>Amscan Inc.</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 <u>New York</u></p> <p>Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Goldman Sachs Credit Partners L.P.</u> Internal Address: <u>as Collateral Agent</u></p> <p>Street Address: <u>85 Broad Street</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10004</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <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: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) 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 checked="" type="checkbox"/> Security Agreement                  <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>12/23/2005</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>78/739,208 and</u> <u>add'l numbers on attached Schedule I</u></p>	<p>B. Trademark Registration No.(s) <u>2,952,474 and</u> <u>add'l numbers on attached Schedule I</u></p>
<p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Luis Rodriguez c/o CSC</u></p> <p>Internal Address: <u>1133 6th Avenue</u> <u>Suite 3100</u> <u>New York, NY 10036</u></p> <p>Street Address: _____ <u>Order# 812592 CM#30860.169</u></p> <p>City: <u>New York</u> State: <u>NY</u> Zip: <u>10036</u></p>	<p>6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">60</span></p> <p>7. Total fee (37 CFR 3.41).....\$ _____</p> <p><input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p>
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**DO NOT USE THIS SPACE**

9. Signature.

Maureen P. Murphy                                                            01/11/2006  
Name of Person Signing                              Signature                              Date

Total number of pages including cover sheet, attachments, and document: 9

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

**ITEM 1 (cont'd)**  
**to Trademarks Recordation Form Cover Sheet**

**Additional Conveying Parties**

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>
Anagram International, Inc.	Minnesota	Corporation
M & D Industries, Inc.	Delaware	Corporation
Party City Corporation	Delaware	Corporation
Trisar, Inc.	California	Corporation

## SECOND LIEN TRADEMARK SECURITY AGREEMENT

**Second Lien Trademark Security Agreement** (the "**Trademark Security Agreement**"), dated as of December 23, 2005, by AMSCAN INC., a New York corporation, AM-SOURCE, LLC, a Rhode Island limited liability company, ANAGRAM INTERNATIONAL, INC., a Minnesota corporation, M&D INDUSTRIES, INC., a Delaware corporation, TRISAR, INC., a California corporation and PARTY CITY CORPORATION, a Delaware corporation (each individually, a "**Grantor**", and, collectively, the "**Grantors**"), in favor of GOLDMAN SACHS CREDIT PARTNERS L.P., in its capacity as collateral agent pursuant to the Second Lien Credit Agreement (in such capacity, the "**Collateral Agent**").

### WITNESSETH:

WHEREAS, the Grantors are party to a Second Lien Pledge and Security Agreement of even date herewith (the "**Security Agreement**") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine. The security interest granted pursuant to this Trademark Security Agreement shall be subject to the terms of the Intercreditor Agreement.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

Section 6. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

**[signature page follows]**



IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AMSCAN INC.

ANAGRAM INTERNATIONAL, INC.

M&D INDUSTRIES, INC.

By: 

Name: Michael A. Correale

Title: Vice President

AM-SOURCE, LLC

By Amscan Holdings, Inc.

Its sole member

By: 

Name: Michael A. Correale

Title: Vice President

TRISAR, INC.

By: 

Name: Michael A. Correale

Title: Assistant Treasurer

PARTY CITY CORPORATION

By: \_\_\_\_\_

Name: Gregg Melnick

Title: Senior Vice President and  
Chief Financial Officer

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AMSCAN INC.

ANAGRAM INTERNATIONAL, INC.

M&D INDUSTRIES, INC.

By: \_\_\_\_\_  
Name: Michael A. Correale  
Title: Vice President

AM-SOURCE, LLC

By Amscan Holdings, Inc.


Its sole member

By: \_\_\_\_\_  
Name: Michael A. Correale  
Title: Vice President

TRISAR, INC.

By: \_\_\_\_\_  
Name: Michael A. Correale  
Title: Assistant Treasurer

PARTY CITY CORPORATION

By:  \_\_\_\_\_  
Name: Gregg Melnick  
Title: Senior Vice President and  
Chief Financial Officer

Accepted and Agreed:

GOLDMAN SACHS CREDIT PARTNERS L.P.,  
as Collateral Agent

By: JD 7.1.05  
Name: John Torvato  
Title: Authorized Signatory

**SCHEDULE I**  
to  
**SECOND LIEN TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**U.S. Trademark Registrations:**

<b>TRADEMARK</b>	<b>OWNER</b>	<b>APPL. NO.</b>	<b>FILING DATE</b>	<b>REG. NO</b>	<b>REG. DATE</b>
Design of Teddy Bear	Amscan Inc.	74/465,529	11/12/02	2,952,474	5/17/05
Design (House)	Amscan Inc.	76/514,528	5/14/03	2,956,513	5/31/05
TRINKLETS	Amscan Inc.	76/482,816	1/16/03	2,887,273	9/21/04
PARTY PALS	Amscan Inc.	76/512,572	5/8/03	2,999,599	9/27/05
PARTY PALS	Amscan Inc.	76/512,573	5/8/03	2,999,598	9/27/05
Design of Bear	Amscan Inc.	76/465,532	11/12/02	2,952,477	5/17/05
Design of Bear	Amscan Inc.	76/465,531	11/12/02	2,952,476	5/17/05
Design of Bear	Amscan Inc.	76/465,530	11/12/02	2,952,475	5/17/05
TREND SETTERS	Amscan Inc.	74/089,587	8/20/90	1,670,058	12/21/91
TREND SETTERS	Amscan Inc.	74/096,302	9/11/90	1,833,020	4/26/94
TREND SETTERS	Amscan Inc.	74/328,368	11/3/92	1,866,478	12/6/94
AMSCAN	Amscan Inc.	73/173,018	6/5/78	1,146,105	1/20/01
PERSONAL PAPERS	Amscan Inc.	75/402,742	12/9/97	2,273,669	8/31/99
RAZZLE DAZZLES	Amscan Inc.	76/323,644	10/10/01	2,680,216	1/28/03
RAZZLE DAZZLES	Amscan Inc.	78/148,286	7/29/02	2,917,947	1/11/05
RAZZLE DAZZLES	Amscan Inc.	76/410,270	5/21/02	2,909,048	12/7/04
CAR ART	Amscan Inc.	78/101,309	1/7/02	2,762,867	9/9/03
CREATIVE CORNER	Amscan Inc.	78/101,509	1/8/02	2,846,421	5/25/04
FESTIVE OCCASION with Design	Am-Source, LLC	73/514,983	12/24/84	1,359,262	9/10/85
ELEGANT TOUCH	Am-Source, LLC	73/697,941	11/27/87	1,495,148	7/5/88
CRYSTAL GAZE	Am-Source, LLC	76/697,940	11/27/87	1,495,147	7/5/88
GREAT SHAPES	Am-Source, LLC	73/979,939	11/27/87	1,527,832	3/7/89
RAINBOW Design	Anagram International, Inc. (AII)	75/087,358	4/12/96	2,052,521	4/15/97
AIRWALKERS	AII	73/746,711	8/17/88	1,533,437	4/4/89
SING-A-TUNE	AII	75/707,523	5/17/99	2,598,449	7/23/02
SING A TUNE BALLOONS (Logo)	AII	76/977,684	8/9/02	3,002,460	9/27/05
DYNAFLOAT	M&D Industries, Inc. (M&D)	76/230,811	3/27/01	2,519,999	12/18/01
MAKING THE WORLD A HAPPIER PLACE	M&D	74/583,716	10/11/94	1,967,446	4/9/96
SQUEEZES BALLOONS	M&D	76/058,444	5/30/00	2,486,345	9/5/01
RECYCLED TEENAGER	Trisar, Inc.	74/058,630	5/14/90	1,933,333	11/7/95
GREETING BALLOONS	Trisar, Inc.	73/821,939	8/28/89	1,595,867	5/8/90

AMERICA'S #1 PARTY STORE	Party City Corporation (Party City)	78/230,170	3/26/03	2,895,330	10/19/04
THE DISCOUNT PARTY SUPER STORE	Party City	74/669,752	5/4/95	1,974,890	5/21/96
HALLOWEEN COSTUME WAREHOUSE	Party City	74/342,519	12/21/92	1,815,585	1/4/94
HALLOWEEN COSTUME WAREHOUSE	Party City	78/140,220	7/1/02	2,802,262	1/6/04
INFLATION STATION	Party City	76/309,702	9/6/01	2,798,529	12/23/03
PARTY CITY	Party City	74/371,000	3/23/93	1,806,095	11/23/93
PARTY CITY (Logo)	Party City	73/771,790	12/27/88	1,553,347	8/22/89
PARTY CITY (Logo)	Party City	74/370,998	3/23/93	1,811,298	12/14/93

**U.S. Trademark Applications:**

TRADEMARK	OWNER	APPL. NO.	FILING DATE
TINY TWINKLES	Amscan Inc.	78/739,208	10/24/05
STICKLES	Amscan Inc.	78/467,237	8/13/04
PULL-A-PART	Amscan Inc.	78/578,053	3/2/05
DROP-A-LINE with Design	Anagram International, Inc. (AII)	78/502,628	10/20/04
WANDERFULS	AII	78/610,177	4/15/05
DOO-DADS	AII	78/627,715	5/11/05
BALLOON ACCENTS BALLOON STRINGS & WEIGHTS with Design	AII	78/627,654	5/11/05
CLIP-A-STRIP	AII	78/645,013	6/7/05
STRING-A-LONG	AII	78/484,880	9/16/04
SING A TUNE BALLOONS (Logo)	AII	76/439,560	8/9/02
BALLOON SWEETS	M&D	76/269750	6/11/01
GOTHIC MANOR	Party City	78/541,165	1/3/05
PARTY CITY (Stylized)	Party City	78/369,317	2/17/04
PARTY MORE, PAY LESS	Party City	78/681,491	7/29/05
THIS HALLOWEEN WEEKEND GO ALL THE WAY	Party City	78/457,870	7/28/04
YOUR CELEBRATION STARTS HERE	Party City	78/133,436	6/5/02
CENTER STAGE	Party City	78/360,913	2/2/04
ON STAGE	Party City	78/360,925	2/2/04
STAGE LEFT	Party City	78/360,919	2/2/04
STAGE ONE	Party City	78/360,927	2/2/04
STAGE RIGHT	Party City	78/360,957	2/2/04