

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Amscan Inc.		05/25/2007	CORPORATION: NEW YORK
Am-Source, LLC		05/25/2007	LIMITED LIABILITY COMPANY: RHODE ISLAND
Anagram International, Inc.		05/25/2007	CORPORATION: MINNESOTA
M&D Industries, Inc.		05/25/2007	CORPORATION: DELAWARE
Trisar, Inc.		05/25/2007	CORPORATION: CALIFORNIA
Party City Corporation		05/25/2007	CORPORATION: DELAWARE
PA Acquisition Corp.		05/25/2007	CORPORATION: DELAWARE
Party America Franchising, Inc.		05/25/2007	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	9 West 57th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Registration Number:	2952474	
Registration Number:	3148560	TINY TWINKLERS
Registration Number:	2956513	
Registration Number:	3115143	STICKLES
Registration Number:	2887273	TRINKLETS
Registration Number:	3131395	PULL-APART
Registration Number:	2846421	CREATIVE CORNER

CH \$1565.00 2952474

Registration Number:	2999599	PARTY PALS
Registration Number:	2999598	PARTY PALS
Registration Number:	2952477	
Registration Number:	2952476	
Registration Number:	2952475	
Registration Number:	1670058	TREND SETTERS
Registration Number:	1833020	TREND SETTERS
Registration Number:	1866478	TREND SETTERS
Registration Number:	1146105	AMSCAN
Registration Number:	2273669	PERSONAL PAPERS
Registration Number:	2680216	RAZZLE DAZZLES
Registration Number:	2917947	RAZZLE DAZZLES
Registration Number:	2909048	RAZZLE DAZZLES
Registration Number:	2762867	CAR ART
Registration Number:	1359262	FESTIVE OCCASION
Registration Number:	1495148	ELEGANT TOUCH
Registration Number:	1495147	CRYSTAL GLAZE
Registration Number:	1527832	GREAT SHAPES
Registration Number:	1905750	ANAGRAM
Registration Number:	2052522	ANAGRAM
Registration Number:	2052521	
Registration Number:	1533437	AIRWALKERS
Registration Number:	3002460	SING A TUNE BALLOONS
Registration Number:	2598449	SING-A-TUNE
Registration Number:	2519999	DYNAFLOAT
Registration Number:	2486345	SQUEEZEES BALLOONS
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

Registration Number:	2228444	PARTY AMERICA
Registration Number:	2884374	PARTY AMERICA
Registration Number:	2113189	SUPER ROLL
Registration Number:	2009146	MEMO STACK
Registration Number:	1766370	GREAT PARTY
Registration Number:	1517587	THE PAPER FACTORY
Registration Number:	1514067	PAPER WAREHOUSE
Registration Number:	2028821	PAPER WAREHOUSE
Registration Number:	2530246	PARTY PERKS
Registration Number:	2340998	PARTY SMART
Registration Number:	2035401	PARTY UNIVERSE
Registration Number:	1974933	PARTY UNIVERSE
Serial Number:	78963137	GRASSLANDS ROAD DESIGNED TO INSPIRE
Serial Number:	78963093	GRASSLANDS ROAD
Serial Number:	77008864	GIFTS THAT INSPIRE
Serial Number:	76439560	SING A TUNE BALLOONS
Serial Number:	77072549	XL XTRALIFE
Serial Number:	78541165	GOTHIC MANOR
Serial Number:	78369317	PARTY CITY
Serial Number:	78133436	YOUR CELEBRATION STARTS HERE

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8002210770
Email: matthew.mayer@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

ATTORNEY DOCKET NUMBER:	CSC # 951288
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	06/28/2007

Total Attachments: 13

TRADEMARK
REEL: 003570 FRAME: 0341

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

First Lien Trademark Security Agreement (the “**Trademark Security Agreement**”), dated as of May 25, 2007, 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, PARTY CITY CORPORATION, a Delaware corporation, PA ACQUISITION CORP., a Delaware corporation and PARTY AMERICA FRANCHISING, INC., a Minnesota corporation (individually, a “**Grantor**”, and collectively, the “**Grantors**”), in favor of BANK OF AMERICA, N.A., as collateral agent (the “**Collateral Agent**”) for the lenders party to the ABL Credit Agreement (the “**ABL Credit Agreement**”).

WITNESSETH:

WHEREAS, the Grantors are party to a 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 ABL 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 (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law).

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.

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.

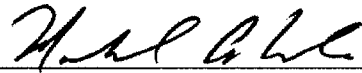
SECTION 7. *Governing Law.* This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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

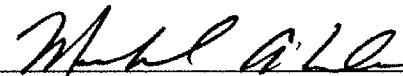
AMSCAN INC.

By: 
Name: Michael A. Correale
Title: Vice President and Treasurer


ANAGRAM INTERNATIONAL, INC.

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

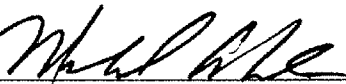
M&D INDUSTRIES, INC.

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

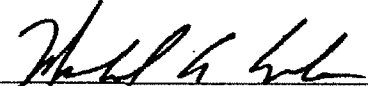
TRISAR, INC.

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

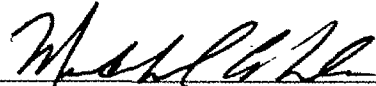
PARTY CITY CORPORATION

By: 
Name: Michael A. Correale
Title: Vice President and Treasurer

PA ACQUISITION CORP.

By: 
Name: Michael A. Correale
Title: Vice President and Treasurer

**PARTY AMERICA FRANCHISING,
INC.**

By: 
Name: Michael A. Correale
Title: Vice President and Treasurer

AM-SOURCE, LLC

By: Amscan Holdings, Inc.,
Its sole member

By: 
Name: Michael A. Correale
Title: Chief Financial Officer

Accepted and Agreed

**BANK OF AMERICA, N.A.,
AS COLLATERAL AGENT**

By: Christine Hutchinson
Name: Christine Hutchinson
Title: Vice President

ABL Trademark Security Agreement

**TRADEMARK
REEL: 003570 FRAME: 0347**

Schedule I

Trademarks

AMSCAN INC. - TRADEMARKS

TRADEMARK	COUNTRY	APPL. NO.	FILING DATE	REG. NO	REG. DATE
Design of Teddy Bear	US	74/465,529	11/12/02	2,952,474	5/17/05
TINY TWINKLERS	US	78/739,208	10/24/05	3148560	9/26/06
Design (House)	US	76/514,528	5/14/03	2,956,513	5/31/05
STICKLES	US	78/467,237	8/13/04	3115143	7/11/06
TRINKLETS	US	76/482,816	1/16/03	2,887,273	9/21/04
PULL-APART	US	78/578,053	3/2/05	3131395	8/15/06
GRASSLANDS ROAD DESIGNED TO INSPIRE	US	78/963137			
GRASSLANDS ROAD	US	78/963093			
CREATIVE CORNER	US	78/101509			
GIFTS THAT INSPIRE	US	77008864			
PARTY PALS	US	76/512,572	5/8/03	2,999,599	9/27/05
PARTY PALS	US	76/512,573	5/8/03	2,999,598	9/27/05
Design of Bear	US	76/465,532	11/12/02	2,952,477	5/17/05
Design of Bear	US	76/465,531	11/12/02	2,952,476	5/17/05
Design of Bear	US	76/465,530	11/12/02	2,952,475	5/17/05
TREND SETTERS	US	74/089,587	8/20/90	1,670,058	12/21/91
TREND SETTERS	US	74/096,302	9/11/90	1,833,020	4/26/94
TREND SETTERS	US	74/328,368	11/3/92	1,866,478	12/6/94
AMSCAN	US	73/173,018	6/5/78	1,146,105	1/20/01
PERSONAL PAPERS	US	75/402,742	12/9/97	2,273,669	8/31/99
RAZZLE DAZZLES	US	76/323,644	10/10/01	2,680,216	1/28/03
RAZZLE DAZZLES	US	78/148,286	7/29/02	2,917,947	1/11/05
RAZZLE DAZZLES	US	76/410,270	5/21/02	2,909,048	12/7/04
CAR ART	US	78/101,309	1/7/02	2,762,867	9/9/03
CREATIVE CORNER	US	78/101,509	1/8/02	2,846,421	5/25/04
TREND SETTERS	CDA	70/484/200	9/17/93	417113	
TREND SETTERS	ITALY	412808	1/10/93		
TREND SETTERS	Australia	632, 030	6/10/94		
TREND SETTERS	Mexico	478703	11/4/94		
TREND SETTERS	Mexico	478697	11/4/94		
TREND SETTERS	Mexico	478698	11/4/94		
AMSCAN	Australia	A385981	1/10/90		
AMSCAN	Australia	A385982	1/10/90		
AMSCAN	Australia	A385983	1/10/90		
AMSCAN	Argentina	1501149	1/31/94		
AMSCAN	Argentina	1501150	1/31/94		
AMSCAN	Bolivia	58460-C	4/21/95		
AMSCAN	Bolivia	58461-C	4/21/95		
AMSCAN	Bolivia	85873-C	4/3/02		
AMSCAN	Bolivia	85873-C	4/3/02		
AMSCAN	Brazil	817316841	11/29/94		
AMSCAN	Brazil	817160078	11/15/94		

AMSCAN	Brazil	817160068	1/24/95		
AMSCAN	Chile	414,850	10/21/93		
AMSCAN	Chile	371,565	1/28/00		
AMSCAN	Columbia	154,594	1/31/94		
AMSCAN	Columbia	157,169	1/31/94		
AMSCAN	Ecuador	1364/1365-94	7/13/94		
AMSCAN	El Salvador	247Libro41	12/16/96		
AMSCAN	Costa Rica	85,694	10/7/93		
AMSCAN	Costa Rica	84,106	11/10/93		
AMSCAN	France	1228745	1/6/79		
AMSCAN	Germany	1060163	1/4/83		
AMSCAN	Guatemala	77665	4/8/96		
AMSCAN	Guatemala	78682	4/9/96		
AMSCAN	Great Britain	1188255	1/7/86		
AMSCAN	Great Britain	1188256	1/7/86		
AMSCAN	N. Ireland	1188257	1/7/86		
AMSCAN	Honduras	58741/58740	11/17/93		
AMSCAN	Italy	412808	1/1/83		
AMSCAN	Japan	2137776	5/30/99		
AMSCAN	Nicaragua	24474	11/26/93		
AMSCAN	Nicaragua	24475	11/26/93		
AMSCAN	Panama	65468	8/24/94		
AMSCAN	Paraguay	166724/725	12/16/93		
AMSCAN	Paraguay	156,627	6/11/98		
AMSCAN	Peru	001796	10/12/93		
AMSCAN	Peru	004553	12/29/94		
AMSCAN	Uruguay	262547	2/28/94		
AMSCAN	Venezuela	P2909129	1/8/99		
AMSCAN	Venezuela	P2909128	1/8/99		

The Company holds approximately 110 trademark licenses, allowing for the use of various cartoon and other characters and designs principally on the Company's metallic balloons. None of these licenses is individually material to the Company's aggregate business.

AM-SOURCE, LLC - TRADEMARKS

TRADEMARK	COUNTRY	APPL. NO.	FILING DATE	REG. NO	REG. DATE
FESTIVE OCCASION with Design	US	73/514,983	12/24/84	1,359,262	9/10/85
ELEGANT TOUCH	US	73/697,941	11/27/87	1,495,148	7/5/88
CRYSTAL GLAZE	US	76/697,940	11/27/87	1,495,147	7/5/88
GREAT SHAPES	US	73/979,939	11/27/87	1,527,832	3/7/89

ANAGRAM INTERNATIONAL, INC. - TRADEMARKS

TRADEMARK	COUNTRY	APPL. NO.	FILING DATE	REG. NO	REG. DATE
ANAGRAM with rainbow design	Mexico	300361	7/4/97	692,135	3/30/01

MADKAPPS with Design	Germany	A5651028WZ	5/8/94	2085193	11/17/94
ANAGRAM	Japan	S58-103380	10/31/83	1,844,196	2/28/86
AIRWALKERS	Japan	H01-005670	1/20/89	271,860	3/29/96
ANAGRAM	US	74/457,658	11/12/93	1,905,750	7/18/95
ANAGRAM with Design	US	75/087,374	4/12/96	2,052,522	
ANAGRAM	Argentina	1,587,257	1/5/96		
ANAGRAM	Australia			A625,755	3/24/94
ANAGRAM	Benelux			524466	12/23/92
ANAGRAM	Brazil	818422920	4/9/96		
ANAGRAM	China			998122	5/7/97
ANAGRAM	EU Community	000294686	8/1/96	000294686	8/1/96
ANAGRAM	France	93/481.687	8/27/93	93/481.687	8/27/93
ANAGRAM	Germany			2 091 190	11/8/93
ANAGRAM	India	684826	10/27/95		
ANAGRAM	Israel	121739	8/17/98		
ANAGRAM	Italy	TO94C000503	3/4/94	TO94C000503	3/4/94
ANAGRAM	Madrid Agreement			698035	8/14/98
ANAGRAM	Mexico			607582	4/29/99
ANAGRAM-Rainbow	Mexico			580379	6/30/98
ANAGRAM	Russia			162551	6/20/05
ANAGRAM	S. Africa			95/11806	9/5/95
ANAGRAM	Spain			1,628,560	4/10/91
ANAGRAM	UK	1497069	4/10/92	1497069	4/10/92
RAINBOW Design	US	75/087,358	4/12/96	2,052,521	4/15/97
AIRWALKERS	US	73/746,711	8/17/88	1,533,437	4/4/89
Sing A Tune Balloons (3 Balloon Heads Logo)*	US	76/439,560	8/9/02		
Sing A Tune Balloons (3 Balloon Heads Logo)*	US	76/977,684	8/9/02	3002460	9/27/05
Sing-A-Tune*	US	75/707523	5/17/99	2,598,449	7/23/02
XL XtraLife	US	77/072549	7/7/06		
Anagram (new logo)	China		1/23/07		

* Trademarks assigned to Anagram International, Inc. by Sing-A-Tune Balloons, LLC on 11/15/2005.

M&D INDUSTRIES, INC. - TRADEMARKS

TRADEMARK	COUNTRY	APPL. NO.	FILING DATE	REG. NO	REG. DATE
DYNAFLOAT	US	76/230,811	3/27/01	2,519,999	12/18/01
SQUEEZEES BALLOONS	US	76/058,444	5/30/00	2,486,345	9/5/01

DOMAIN NAMES

www.anagramintl.com

www.mdballoons.com

www.singatune.com

TRISAR, INC. - TRADEMARKS

TRADEMARK	COUNTRY	APPL. NO.	FILING DATE	REG. NO	REG. DATE
GREETING BALLOONS	US	73/821,939	8/28/89	1,595,867	5/8/90

PARTY CITY CORPORATION – TRADEMARKS

TRADEMARK	COUNTRY	APPL. NO.	FILING DATE	REG. NO	REG. DATE
America's #1 Party Store	Canada	1180184	6/4/2003		
America's #1 Party Store	Mexico	604252	6/6/2003	811185	10/27/2003
America's #1 Party Store	US	78/230,170	3/26/2003	2,895,330	10/19/2004
The Discount Halloween Super Store	Spain	2504293	9/18/2002	2504293	8/12/2003
The Discount Party Super Store	Spain	1935059	12/5/1994	1,935,059	7/5/1995
The Discount Party Super Store	US	74/669,752	5/4/1995	1,974,890	5/21/1996
Gothic Manor	US	78/541,165	1/3/2005		
Halloween Costume Warehouse	US	74/342,519	12/21/1992	1,815,585	1/4/1994
Halloween Costume Warehouse	US	78/140,220	7/1/2002	2,802,262	1/6/2004
Halloween Witch Logo	Mexico	544717	4/26/2002	756089	7/26/2002
Inflation Station	US	76/309,702	9/6/2001	2,798,529	12/23/2003
Party City	Australia	768811	7/30/1998	768811	4/21/1999
Party City	Brazil	820961914	8/4/1998	820961914	5/22/2001
Party City	Brazil	824681606	6/26/2002		
Party City	Canada	723,014	2/19/1993	TMA 451,736	12/15/1995
Party City	EM	835314	5/21/1998	835314	6/27/2002
Party City	Great Britain	2158781	2/20/1998	2158781	6/16/2000
Party City	Great Britain	2273522	6/25/2001	2273522	4/5/2002
Party City	Mexico	713849	4/22/2005		
Party City	Mexico	713850	4/22/2005		
Party City	PT	334,321	12/23/1998	334321	7/6/1999
Party City	US	74/371,000	3/23/1993	1,806,095	11/23/1993
Party City & Device	Spain	2578978/3	2/4/2004	2578978	9/30/2004
Party City & Device	Spain	1,805,656	2/24/1994	1,805,656	2/24/1994
Party City (Logo)	Canada	723,011	2/19/1993	TMA 451,735	12/15/1995
Party City (Logo)	US	73/771,790	12/27/1988	1,553,347	8/22/1989
Party City (Logo)	US	74/370,998	3/23/1993	1,811,298	12/14/1993
Party City (Stylized)	US	78/369,317	2/17/2004		
Party City Color Logo	Canada	766,535	10/19/1994	TMA 457,884	5/24/1996
Party City Color Logo	Mexico	713581	4/22/2005		
Party City Logo	Australia	768812	7/30/1998	768812	4/21/1999
Party City Logo	Brazil	820961906	8/4/1998	820961906	5/22/2001
Party City Logo	Mexico	713847	4/22/2005		
Party World	Great Britain	B 1,455,663	2/13/1991	1 1,455,663	2/13/1991

Party World	Great Britain	B1,455,664	2/13/1991	B 1,455,664	2/13/1991
Party World	Great Britain	B 1,455,668	2/13/1991	B 1,455,668	2/13/1991
The Discount Party Superstore	Mexico	713848	4/22/2005		
Your Celebration Starts Here	Spain	2504295	9/18/2002	2504295	8/12/2003
Your Celebration Starts Here	Canada	1148143	7/26/2002		
Your Celebration Starts Here	Mexico	561432	8/16/2002	793307	5/28/2003
Your Celebration Starts Here	US	78/133,436	6/5/2002		
Your Celebration Starts Here (Domain Name)	US				8/12/2002
Party City	Mexico	216,240	10/25/1994	496512	6/3/1995
Party City	Mexico	216,241	10/25/1994	518,108	2/28/1996
Party City	Mexico	216,355	10/25/1994	518,109	2/28/1996
Party City	Spain	215484R6	2/24/1994	215484R6	5/3/1996

PA ACQUISITION CORP. – TRADEMARKS*

TRADEMARK	OWNER	COUNTRY	APPL. NO.	FILING DATE	REG. NO	REG. DATE
Party America	PA Acquisition Corp.	US			2,228,444	3/2/1999
Party America	PA Acquisition Corp.	US			2,884,374	9/14/2004
Super Roll	Party Concepts, Inc.	US			2,113,189	11/1/1997
Memo Stack	Party Concepts, Inc.	US			2,009,146	10/15/1996
Great Party	Party Concepts, Inc.	US			1,766,370	4/20/1993 Renewed 6/6/16/03
The Paper Factory	Party Concepts, Inc.	US			1,517,587	12/20/1988
The Paper Factory	Party Concepts, Inc.	US (Nebraska)			1679354	10/2/1998
The Paper Factory	Party Concepts, Inc.	US (New Hampshire)			4305618	12/16/1998

* The Company is only maintaining the trademarks listed in this table for "Party America" and "The Paper Factory". As the other trademarks come up for renewal or otherwise require maintenance, the Company is not making such renewal or providing such maintenance.

PARTY AMERICA FRANCHISING, INC. – TRADEMARKS^b

TRADEMARK	OWNER	COUNTRY	APPL. NO.	FILING DATE	REG. NO	REG. DATE
Paper Warehouse	Party America Franchising, Inc.	US			1,514,067	11/22/1988
Paper Warehouse and Design	Party America Franchising, Inc.	US			2,028,821	1/7/1997
Party Perks	Party America Franchising, Inc.	US			2,530,246	1/15/2002
Party Smart	Party America Franchising, Inc.	US			2,340,998	4/11/2000
Party Universe	Party America Franchising, Inc.	US			2,035,401	2/4/1997
Party Universe and Design	Party America Franchising, Inc.	US			1,974,933	5/21/1996
Paper Warehouse	Party America Franchising, Inc.	Bahamas	25,093	7/8/2002		
Paper Warehouse and Design	Party America Franchising, Inc.	Bahamas	25,094	7/8/2002		
Party Blasters	Party America Franchising, Inc.	Bahamas	25,097	7/8/2002		
Party Universe	Party America Franchising, Inc.	Bahamas	25,095	7/8/2002		
Party Universe and Design	Party America Franchising, Inc.	Bahamas	25,096	7/8/2002		

^b The Company is only maintaining the trademarks listed in this table for “Party America” and “The Paper Factory”. As the other trademarks come up for renewal or otherwise require maintenance, the Company is not making such renewal or providing such maintenance.

Paper Warehouse	Paper Warehouse Franchising, Inc.	Canada	1,114,445	9/4/2001		
Paper Warehouse and Design	Paper Warehouse Franchising, Inc.	Canada	816,116	9/24/1996	TMA537503	11/22/2000
Party Perks	Paper Warehouse Franchising, Inc.	Canada	1,022,061	7/13/1999	TMA583209	6/6/2003
Party Universe	Paper Warehouse Franchising, Inc.	Canada	1,114,446	9/4/2001	TMA594401	9/26/2003
Party Universe and Design	Paper Warehouse Franchising, Inc.	Canada	816,117	6/24/1996	TMA507493	2/2/1999
Party Blasters	Paper Warehouse Franchising, Inc.	European Union	1040898	1/13/1999	10400898	3/22/2000
Party Universe	Paper Warehouse Franchising, Inc.	European Union	1040922	1/13/1999	1040922	4/14/2000
Paper Warehouse and Design	Party America Franchising, Inc.	Mexico	266,674	6/27/1996	536,470	11/22/1996
Party Universe and Design	Party America Franchising, Inc.	Mexico	286,679	6/27/1996	536,471	11/22/1996

DOMAIN NAMES

partyamerica.com^c
 partyconcepts.com
 partyconcepts.biz
 great-party.com
 greatparty.biz
 paperfactory.biz
 thepaperfactory.biz

^c The Company is only maintaining the domain name www.partyamerica.com. As the other domain names come up for renewal or otherwise require maintenance, the Company is not making such renewal or providing such maintenance.

TRADE NAMES AND FICTITIOUS NAMES

Party America
Great Party!
Greetings "N" More
Greetings "N" More For Less
The Paper Factory
Paper Galore
The Paper Outlet
Value Concepts
Party Concepts