

**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies)/Execution Date(s):</p> <p align="center">Amscan Inc. 80 Grasslands Road Elmsford, NY 10523</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>Citizenship (see guidelines) <u>New York</u> Execution Date(s) <u>August 13, 2010</u> Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input 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>2. Name and address of receiving party(ies)</p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <u>Wells Fargo Retail Finance, LLC</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>One Boston Place, 18th Floor</u></p> <p>City: <u>Boston</u></p> <p>State: <u>MA</u></p> <p>Country: <u>USA</u> Zip: <u>02108</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <input checked="" type="checkbox"/> Citizenship <u>Delaware</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) See Attached Exhibit A B. Trademark Registration No.(s) See Attached Exhibit A</p> <p align="right">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)</p>	
<p>5. Name address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Susan O'Brien</u></p> <p>Internal Address: <u>UCC Direct Services</u></p> <p>Street Address: <u>187 Wolf Road, Suite 101</u></p> <p>City: <u>Albany</u></p> <p>State: <u>NY</u> Zip: <u>12205</u></p> <p>Phone Number: <u>800-342-3676</u></p> <p>Fax Number: <u>800-962-7049</u></p> <p>Email Address: <u>cls-udsalbany@wolterskluwers.com</u></p>	<p>6. Total number of applications and registrations involved: <u>57</u></p> <hr/> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>1440.00</u></p> <p><input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <hr/> <p>8. Payment information:</p> <p>a. Credit Card Last 4 Numbers <u>5683</u> Expiration Date <u>10/12</u></p> <p>b. Deposit Account Number _____ Authorized User Name: _____</p>
<p>9. Signature: <u><i>Mercedes Farinas</i></u> <u><i>8/16/10</i></u></p> <p align="center">Mercedes Farinas Signature Date</p> <p align="center">Name of Person Signing</p> <p align="right">Total number of pages including cover sheet, attachments, and document. <u>11</u></p>	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6985, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$1440.00 85017319

Additional Conveying Parties:

Am-Source, LLC
80 Grasslands Road
Elmsford, NY 10523

Anagram International, Inc.
7700 Anagram Drive
Eden Prairie, MN

M&D Industries, Inc.
80 Grasslands Road
Elmsford, NY 10523

Trisar, Inc.
80 Grasslands Road
Elmsford, NY 10523

Party City Corporation
25 Green Pond Road
Rockaway, NJ 07866

PA Acquisition Corp.
25 Green Pond Road
Rockaway, NJ 07866

Amscan Holdings, Inc.
80 Grasslands Road
Elmsford, NY 10523





Factory Card & Party Outlet Corp.
25 Green Pond Road
Rockaway, NJ




Factory Card Outlet of America Ltd.
25 Green Pond Road
Rockaway, NJ 07866





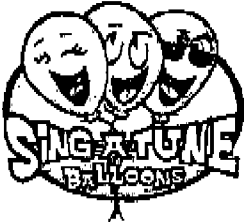
Gags and Games, Inc.
35901 Veronica
Livonia, MI





SCHEDULE I TO TRADEMARK SECURITY AGREEMENT


TRADEMARKS AND APPLICATIONS


<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
AMSCAN HOLDINGS, INC.	HALLOWEEN CITY	3788299	5/11/2010
AMSCAN INC.	TREND SETTERS	1670058	12/31/1991
AMSCAN INC.	TREND SETTERS	1833020	4/28/1994
AMSCAN INC.		2952474	5/17/2005
AMSCAN INC.		2952475	5/17/2005
AMSCAN INC.		2952476	5/17/2005
AMSCAN INC.		2952477	5/17/2005
AMSCAN INC.	DAZZLERS	3750312	2/18/2010
AMSCAN INC.	TRINKLETS	2887273	9/21/2004
AMSCAN INC.	RAZZLE DAZZLES	2909048	12/7/2004

AMSCAN INC.		2999598	9/27/2005
AMSCAN INC.	PARTY PALS	2999599	9/27/2005
AMSCAN INC.		2958513	5/31/2005
AMSCAN INC.	CAR ART	2762887	9/9/2003
AMSCAN INC.	RAZZLE DAZZLES	2917947	1/11/2005
AMSCAN INC.	STICKLES	3115143	7/11/2006
AMSCAN INC.	PULL-APART	3131396	8/15/2006
AMSCAN INC.	TINY TWINKLERS	3148580	9/26/2008
AMSCAN INC.	amscan	1148105	1/20/1981
AMSCAN INC.		2846421	5/25/2004

AM-SOURCE, INC.		1359262	9/10/1985
AM-SOURCE, INC.	CRYSTAL GLAZE	1495147	7/5/1988
AM-SOURCE, INC.	ELEGANT TOUCH	1495148	7/5/1988
ANAGRAM INTERNATIONAL, INC.		3322673	10/30/2007
ANAGRAM INTERNATIONAL, INC.	ANAGRAM	1905750	7/18/1995
ANAGRAM INTERNATIONAL, INC.		2052521	4/15/1997
ANAGRAM INTERNATIONAL, INC.		2052522	4/15/1997
ANAGRAM INTERNATIONAL, INC.	SING-A-TUNE	2598449	7/23/2002
ANAGRAM INTERNATIONAL, INC.		3002460	9/27/2005
ANAGRAM INTERNATIONAL, INC.	AIRWALKERS	1533437	4/4/1989

FACTORY CARD & PARTY OUTLET CORP.	MORE PARTY FOR YOUR DOLLAR	3370294	1/15/2008
FACTORY CARD OUTLET OF AMERICA LTD	FACTORY CARD OUTLET	2083234	9/2/1997
FACTORY CARD OUTLET OF AMERICA LTD	PARTY MANIA	1834213	5/3/1994
FACTORY CARD OUTLET OF AMERICA LTD	FACTORY CARD & PARTY OUTLET	2668943	12/31/2002
FACTORY CARD OUTLET OF AMERICA LTD		2663184	2/4/2003
GAGS AND GAMES, INC.		3118654	7/25/2006
M & d BALLOONS, INC.	DYNAFLOAT	2519999	12/18/2001
PA ACQUISITION CORP.		2884374	9/14/2004
PA ACQUISITION CORP.	STREAMERS	1895089	6/16/1992
PARTY CITY CORPORATION	THE DISCOUNT PARTY SUPER STORE	1974890	5/21/1998
PARTY CITY CORPORATION	CANDY CITY	3577211	2/17/2009
PARTY CITY CORPORATION	INFLATION STATION	2798829	12/23/2003
PARTY CITY CORPORATION	HALLOWEEN COSTUME WAREHOUSE	2802262	1/6/2004
PARTY CITY CORPORATION	AMERICA'S #1 PARTY STORE	2895330	10/19/2004
PARTY CITY CORPORATION		3610286	4/21/2009
PARTY CITY CORPORATION	NOBODY HAS MORE HALLOWEEN FOR LESS	3749824	2/18/2010

PARTY CITY CORPORATION		1553347	8/22/1989
PARTY CITY CORPORATION	PARTY CITY	1806095	11/23/1993
PARTY CITY CORPORATION	HALLOWEEN COSTUME WAREHOUSE	1815585	1/4/1994
PARTY CITY MICHIGAN, INC.	PARTY CITY	1811298	12/14/1993
PARTY CONCEPTS, INC.	GREAT PARTY	1766370	4/20/1993
PARTY CONCEPTS, INC.	THE PAPER FACTORY	1517587	12/20/1988
PARTY CONCEPTS, INC.	SUPER ROLL	2113189	11/11/1997
TRISAR, INC.	GREETING BALLOONS	1595887	5/8/1990
TRISAR, INC.	YA OTTA PIÑATA	3669193	8/18/2009

<u>Applicant</u>	<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
AMSCAN HOLDINGS, INC.		85017319	19-Apr-10
AMSCAN INC.	GRASSLANDS ROAD	77948150	2-Mar-10

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (the "Trademark Security Agreement"), dated as of August 13, 2010, 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 ("M&D"), TRISAR, INC., a California corporation, PARTY CITY CORPORATION, a Delaware corporation, PA ACQUISITION CORP., a Delaware corporation, AMSCAN HOLDINGS, INC., a Delaware corporation, FACTORY CARD & PARTY OUTLET CORP., a Delaware corporation, FACTORY CARD OUTLET OF AMERICA LTD., an Illinois corporation, and GAGS AND GAMES, INC., a Michigan corporation (individually, a "Grantor", and, collectively, the "Grantors"), in favor of WELLS FARGO RETAIL FINANCE, LLC, as administrative and collateral agent (the "Administrative Agent") for the lenders party to the ABL Credit Agreement (the "ABL Credit Agreement").

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Pledge and Security Agreement of even date herewith (the "Security Agreement") in favor of the Administrative 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 Administrative Agent, for the benefit of the Secured Parties, to enter into the ABL Credit Agreement, the Grantors hereby agree with the Administrative 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 Administrative 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 Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative 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 Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative 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.
GAGS AND GAMES, INC.
PA. ACQUISITION CORP.
PARTY CITY CORPORATION

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

ANAGRAM INTERNATIONAL, INC.
M&D INDUSTRIES, INC.
TRISAR, INC.

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

AM-SOURCE, LLC
By: Amscan Holdings, Inc., its sole member

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

AMSCAN HOLDINGS, INC.

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

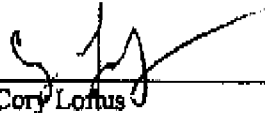
FACTORY CARD OUTLET OF AMERICA LTD.
FACTORY CARD & PARTY OUTLET CORP.

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

ABI Trademark Security Agreement

Accepted and Agreed:

WELLS FARGO RETAIL FINANCE, LLC,
AS ADMINISTRATIVE AGENT

By: 
Name: Cory Loftus
Title: Director

ABL Trademark Security Agreement