

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM846284

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PARTY CITY CORPORATION		10/12/2023	Corporation: DELAWARE
TRISAR, INC.		10/12/2023	Corporation: CALIFORNIA
AM-SOURCE, LLC		10/12/2023	Limited Liability Company: RHODE ISLAND
AMSCAN INC.		10/12/2023	Corporation: NEW YORK
PARTY CITY HOLDINGS INC.		10/12/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB, as Collateral Trustee and Grantee		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Bank: DELAWARE		
PROPERTY NUMBERS Total: 63			
Property Type	Number	Word Mark	
Registration Number:	6627093	AMSCAN THE PARTY PEOPLE	
Registration Number:	3848618	FUN SHADES	
Registration Number:	3750312	DAZZLERS	
Registration Number:	4569802	PARTY IMPRESSIONS	
Registration Number:	2762867	CAR ART	
Registration Number:	1146105	AMSCAN	
Registration Number:	1495148	ELEGANT TOUCH	
Registration Number:	1359262	FESTIVE OCCASION	
Registration Number:	6846922	CRYSTAL-GLAZE	
Registration Number:	7038275	GO BRIGHTLY	
Registration Number:	5277130	GR GRASSLANDS ROAD GIFTS THAT INSPIRE	
Registration Number:	5341372	GR GRASSLANDS ROAD	
Registration Number:	5383469	GRASSLANDS ROAD	
Registration Number:	6129923	ACIM	

OP \$1590.00 6627093

Property Type	Number	Word Mark
Registration Number:	5978183	AMSCAN
Registration Number:	5988607	AMSCAN
Registration Number:	5376846	YOUR CELEBRATION STARTS HERE
Registration Number:	5419904	OH, IT'S ON PARTY CITY
Registration Number:	5452625	OH, IT'S ON
Registration Number:	5551860	OH, IT'S ON
Registration Number:	5691860	TOY CITY
Registration Number:	5881133	SPOOKIFY
Registration Number:	6100187	HALLOWEEN IT'S ALIVE
Registration Number:	6169848	TOY CITY
Registration Number:	5134553	TABLEFITTERS
Registration Number:	5201467	OFFICIALLY RETIRED
Registration Number:	5715511	HALLOWEEN CITY
Registration Number:	5779508	PARTY SUITS
Registration Number:	6288750	SUIT YOURSELF
Serial Number:	90302775	BLISS
Registration Number:	6761572	BRAVA!
Registration Number:	6642348	AMSCAN THE PARTY PEOPLE
Registration Number:	6298653	PCHI
Registration Number:	4538744	PARTY CITY
Registration Number:	4337016	ECO PARTY
Registration Number:	3943884	NOBODY HAS MORE PARTY FOR LESS
Registration Number:	3749824	NOBODY HAS MORE HALLOWEEN FOR LESS
Registration Number:	4067435	ECOPARTY
Registration Number:	3886621	FAVOR CITY
Registration Number:	3577211	CANDY CITY
Registration Number:	6671910	BALLOONIFY!
Registration Number:	6671909	BALLOONIFY!
Registration Number:	3610286	PARTY CITY
Registration Number:	2895330	AMERICA'S #1 PARTY STORE
Registration Number:	2802262	HALLOWEEN COSTUME WAREHOUSE
Registration Number:	1974890	THE DISCOUNT PARTY SUPER STORE
Registration Number:	1811298	PARTY CITY
Registration Number:	1806095	PARTY CITY
Registration Number:	4351776	COSTUMESUSA
Registration Number:	3788299	HALLOWEEN CITY
Registration Number:	4270819	PARTY AMERICA
Registration Number:	4266743	PARTY CITY HOLDINGS

Property Type	Number	Word Mark
Registration Number:	4197137	SCENE SETTERS
Registration Number:	3669193	YA OTTA PIÑATA
Registration Number:	2540488	CLIP-N-WEIGHT
Registration Number:	5028007	CLASSIC CHOICE
Registration Number:	5551040	SENIOR MOMENTS
Registration Number:	5566045	SENIOR MOMENTS
Serial Number:	97057743	GO BRIGHTLY
Serial Number:	97534437	
Serial Number:	97534443	CREATED FOR AIR
Serial Number:	97553678	BALLOON BUILDER
Registration Number:	5607931	PARTY VISION

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	2151279 TM IPSA
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	10/16/2023

Total Attachments: 11

source=Party City - Trademark Security Agreement (Notes) - Filing#page2.tif
source=Party City - Trademark Security Agreement (Notes) - Filing#page3.tif
source=Party City - Trademark Security Agreement (Notes) - Filing#page4.tif
source=Party City - Trademark Security Agreement (Notes) - Filing#page5.tif
source=Party City - Trademark Security Agreement (Notes) - Filing#page6.tif
source=Party City - Trademark Security Agreement (Notes) - Filing#page7.tif
source=Party City - Trademark Security Agreement (Notes) - Filing#page8.tif
source=Party City - Trademark Security Agreement (Notes) - Filing#page9.tif
source=Party City - Trademark Security Agreement (Notes) - Filing#page10.tif
source=Party City - Trademark Security Agreement (Notes) - Filing#page11.tif
source=Party City - Trademark Security Agreement (Notes) - Filing#page12.tif

GRANT OF SECURITY INTEREST
IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this “Agreement”), dated as of October 12, 2023, is entered into by **PARTY CITY CORPORATION**, a Delaware corporation with principal offices at 100 Tice Blvd, Woodcliff Lake, New Jersey 07677, **AMSCAN INC.**, a New York corporation with principal offices at 100 Tice Blvd, Woodcliff Lake, New Jersey 07677, **AM-SOURCE, LLC**, a Rhode Island limited liability company with principal offices at 261 Narragansett Park Dr, Rumford, Rhode Island 02916, **TRISAR, INC.**, a California corporation with principal offices at 2200 Orangewood Avenue, Suite 235, Orange, California 92868 and **PARTY CITY HOLDINGS INC.**, a Delaware corporation with principal offices at 100 Tice Blvd, Woodcliff Lake, New Jersey 07677, (the “Grantors”, and each, a “Grantor”), and **WILMINGTON SAVINGS FUND SOCIETY, FSB**, a Delaware federal savings bank, with offices at 500 Delaware Avenue, Wilmington, DE 19801 (the “Grantee”), as collateral trustee for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Trustee”).

WHEREAS, the Grantee desires to acquire a security interest in the trademarks and trademark applications set forth in Schedule A attached hereto (collectively, the “Trademarks”); and

WHEREAS, the Grantors are willing to grant to the Grantee a security interest in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of the Second Lien Pledge and Security Agreement, dated as of October 12, 2023, by and among the Grantors, the subsidiaries of the Issuer from time to time party thereto and the Grantee (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”), the Grantors and the Grantee agree as follows:

i. 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.

ii. Grant of Security Interest

a. As collateral security for the prompt and complete payment or performance when due (whether at stated maturity, acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Grantor hereby pledges, collaterally assigns, mortgages, transfers and grants to the Grantee, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in, to and under (i) the Trademarks and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all Proceeds and products of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect to the foregoing, including, without limitation, damages, claims, and payments for past and future infringement or other

violation of the foregoing; (v) all rights to sue for past, present, and future infringement or other violation of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing (together, the "Trademark Collateral"). Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use (or similar) trademark applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use trademark applications (or any resulting registration) under applicable law.

b. This Agreement has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights, protections, powers, immunities, indemnities and remedies of the Grantee with respect to the security interest granted herein shall be as afforded to it as Collateral Trustee under the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

iii. Termination of Security Interest

Upon the occurrence of the Termination Date, the Grantee shall execute, acknowledge and deliver to the Grantors an instrument in writing releasing the security interest in the Trademarks acquired under this Agreement.

iv. Authorization; Constitution

To the extent applicable, the parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States record this security interest in the Trademarks.

v. Governing Law

THIS AGREEMENT, ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR EQUITY) OR OTHERWISE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

vi. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantee the Grantors and their respective successors and assigns. The Grantors shall not, without the prior written consent of the Collateral Trustee given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

vii. INTERCREDITOR AGREEMENTS GOVERN.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PRIORITY OF THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL TRUSTEE FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT (1) IN ANY ABL FACILITY FIRST LIEN COLLATERAL AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL TRUSTEE WITH RESPECT TO ANY ABL FACILITY FIRST LIEN COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE ABL INTERCREDITOR AGREEMENT AND (2) IN ANY SHARED COLLATERAL (AS DEFINED IN THE PARI INTERCREDITOR AGREEMENT) AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL TRUSTEE WITH RESPECT TO ANY SHARED COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE PARI INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENTS AND THIS AGREEMENT WITH RESPECT TO THE PRIORITY OF ANY LIENS OR THE EXERCISE OF ANY RIGHTS OR REMEDIES, THE TERMS OF THE INTERCREDITOR AGREEMENTS SHALL GOVERN AND CONTROL.

viii. Counterparts

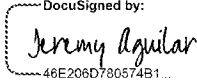
This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other customary means of electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Remainder of this page intentionally left blank; signature page follows]

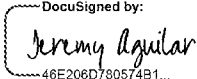
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

GRANTORS:

PARTY CITY CORPORATION
TRISAR, INC.
AM-SOURCE, LLC
AMSCAN INC.

By: 
Name: Jeremy Aguilar
Title: Vice President, Treasurer

PARTY CITY HOLDINGS, INC.

By: 
Name: Jeremy Aguilar
Title: Interim Chief Financial Officer


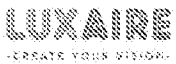
SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner Name</u>
<u>AMSCAN THE PARTY PEOPLE</u>	<u>90545848</u>	<u>25-FEB-2021</u>	<u>6627093</u>	<u>25-JAN-2022</u>	<u>Amscan Inc.</u>
<u>FUN SHADES</u>	<u>77734022</u>	<u>11-MAY-2009</u>	<u>3848618</u>	<u>14-SEP-2010</u>	<u>Amscan Inc.</u>
<u>DAZZLERS</u>	<u>77377420</u>	<u>22-JAN-2008</u>	<u>3750312</u>	<u>16-FEB-2010</u>	<u>Amscan Inc.</u>
<u>PARTY IMPRESSIONS</u>	<u>86008511</u>	<u>12-JUL-2013</u>	<u>4569802</u>	<u>15-JUL-2014</u>	<u>Amscan Inc.</u>
<u>CAR ART</u>	<u>78101309</u>	<u>07-JAN-2002</u>	<u>2762867</u>	<u>09-SEP-2003</u>	<u>Amscan Inc.</u>
<u>AMSCAN</u>	<u>73173018</u>	<u>05-JUN-1978</u>	<u>1146105</u>	<u>20-JAN-1981</u>	<u>Amscan Inc.</u>
<u>ELEGANT TOUCH</u>	<u>73697941</u>	<u>27-NOV-1987</u>	<u>1495148</u>	<u>05-JUL-1988</u>	<u>AM-SOURCE, LLC</u>
<u>FESTIVE OCCASION</u>	<u>73514983</u>	<u>24-DEC-1984</u>	<u>1359262</u>	<u>10-SEP-1985</u>	<u>AM-SOURCE, LLC</u>
<u>CRYSTAL-GLAZE</u>	<u>88233696</u>	<u>18-DEC-2018</u>	<u>6846922</u>	<u>13-SEP-2022</u>	<u>AM-SOURCE, LLC</u>
<u>GO BRIGHTLY</u>	<u>97003489</u>	<u>31-AUG-2021</u>	<u>7038275</u>	<u>25-APR-2023</u>	<u>Amscan Inc.</u>
<u>GR GRASSLANDS ROAD GIFTS THAT INSPIRE</u>	<u>86830558</u>	<u>24-NOV-2015</u>	<u>5,277,130</u>	<u>29-AUG-2017</u>	<u>Amscan Inc.</u>
<u>GR GRASSLANDS ROAD</u>	<u>86886885</u>	<u>26-JAN-2016</u>	<u>5,341,372</u>	<u>21-NOV-2017</u>	<u>Amscan Inc.</u>
<u>GRASSLANDS ROAD</u>	<u>87222100</u>	<u>01-NOV-2016</u>	<u>5,383,469</u>	<u>23-JAN-2018</u>	<u>Amscan Inc.</u>
<u>ACIM</u>	<u>88784027</u>	<u>04-FEB-2020</u>	<u>6,129,923</u>	<u>18-AUG-2020</u>	<u>Amscan Inc.</u>
<u>AMSCAN</u>	<u>88553573</u>	<u>31-JUL-2019</u>	<u>5,978,183</u>	<u>04-FEB-2020</u>	<u>Amscan Inc.</u>
<u>AMSCAN</u>	<u>88496311</u>	<u>01-JUL-2019</u>	<u>5,988,607</u>	<u>18-FEB-2020</u>	<u>Amscan Inc.</u>
<u>YOUR CELEBRATION STARTS HERE</u>	<u>87359821</u>	<u>06-MAR-2017</u>	<u>5,376,846</u>	<u>09-JAN-2018</u>	<u>Party City Corporation</u>
<u>OH, IT'S ON PARTY CITY</u>	<u>87473656</u>	<u>02-JUN-2017</u>	<u>5,419,904</u>	<u>06-MAR-2018</u>	<u>Party City Corporation</u>
<u>OH, IT'S ON</u>	<u>87615454</u>	<u>20-SEP-2017</u>	<u>5,452,625</u>	<u>24-APR-2018</u>	<u>Party City Corporation</u>

<u>Trademark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner Name</u>
<u>OH, IT'S ON</u>	<u>87473633</u>	<u>02-JUN-2017</u>	<u>5,551,860</u>	<u>28-AUG-2018</u>	<u>Party City Corporation</u>
<u>TOY CITY</u>	<u>88133770</u>	<u>27-SEP-2018</u>	<u>5,691,860</u>	<u>05-MAR-2019</u>	<u>Party City Corporation</u>
<u>SPOOKIFY</u>	<u>88043257</u>	<u>18-JUL-2018</u>	<u>5,881,133</u>	<u>08-OCT-2019</u>	<u>Party City Corporation</u>
<u>HALLOWEEN IT'S ALIVE</u>	<u>88724888</u>	<u>12-DEC-2019</u>	<u>6,100,187</u>	<u>14-JUL-2020</u>	<u>Party City Corporation</u>
<u>TOY CITY</u>	<u>87911924</u>	<u>08-MAY-2018</u>	<u>6,169,848</u>	<u>06-OCT-2020</u>	<u>Party City Corporation</u>
<u>TABLEFITTERS</u>	<u>86829970</u>	<u>24-NOV-2015</u>	<u>5,134,553</u>	<u>31-JAN-2017</u>	<u>Party City Holdings, Inc.</u>
<u>OFFICIALLY RETIRED</u>	<u>86981961</u>	<u>13-APR-2015</u>	<u>5,201,467</u>	<u>09-MAY-2017</u>	<u>Party City Holdings, Inc.</u>
<u>HALLOWEEN CITY</u>	<u>88133763</u>	<u>27-SEP-2018</u>	<u>5,715,511</u>	<u>02-APR-2019</u>	<u>Party City Holdings, Inc.</u>
<u>PARTY SUITS</u>	<u>88146313</u>	<u>08-OCT-2018</u>	<u>5,779,508</u>	<u>18-JUN-2019</u>	<u>Party City Holdings, Inc.</u>
<u>SUIT YOURSELF</u>	<u>90083781</u>	<u>30-JUL-2020</u>	<u>6288750</u>	<u>09-MAR-2021</u>	<u>Amscan Inc.</u>
<u>BLISS</u>	<u>90302775</u>	<u>06-NOV-2020</u>			<u>Amscan Inc.</u>
<u>BRAVA!</u>	<u>90302781</u>	<u>06-NOV-2020</u>	<u>6761572</u>	<u>14-JUN-2022</u>	<u>Amscan Inc.</u>
<u>AMSCAN THE PARTY PEOPLE</u>	<u>90307301</u>	<u>09-NOV-2020</u>	<u>6642348</u>	<u>15-FEB-2022</u>	<u>Amscan Inc.</u>
<u>PCHI</u>	<u>90041679</u>	<u>08-JUL-2020</u>	<u>6298653</u>	<u>23-MAR-2021</u>	<u>Party City Holdings Inc.</u>
<u>PARTYCITY</u>	<u>85737516</u>	<u>25-SEP-2012</u>	<u>4538744</u>	<u>27-MAY-2014</u>	<u>Party City Corporation</u>
<u>ECO PARTY</u>	<u>85426121</u>	<u>19-SEP-2011</u>	<u>4337016</u>	<u>21-MAY-2013</u>	<u>Party City Corporation</u>
<u>NOBODY HAS MORE PARTY FOR LESS</u>	<u>85103891</u>	<u>10-AUG-2010</u>	<u>3943884</u>	<u>12-APR-2011</u>	<u>Party City Corporation</u>
<u>NOBODY HAS MORE HALLOWEEN FOR LESS</u>	<u>77813267</u>	<u>26-AUG-2009</u>	<u>3749824</u>	<u>16-FEB-2010</u>	<u>Party City Corporation</u>
<u>ECOPARTY</u>	<u>77405846</u>	<u>26-FEB-2008</u>	<u>4067435</u>	<u>06-DEC-2011</u>	<u>Party City Corporation</u>
<u>FAVOR CITY</u>	<u>77253663</u>	<u>13-AUG-2007</u>	<u>3886621</u>	<u>07-DEC-2010</u>	<u>Party City Corporation</u>

<u>Trademark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner Name</u>
<u>CANDY CITY</u>	<u>77253656</u>	<u>13-AUG-2007</u>	<u>3577211</u>	<u>17-FEB-2009</u>	<u>Party City Corporation</u>
<u>BALLOONIFY!</u>	<u>90647069</u>	<u>15-APR-2021</u>	<u>6671910</u>	<u>15-MAR-2022</u>	<u>Party City Corporation</u>
<u>BALLOONIFY!</u>	<u>90647061</u>	<u>15-APR-2021</u>	<u>6671909</u>	<u>15-MAR-2022</u>	<u>Party City Corporation</u>
<u>PARTY CITY</u>	<u>78369317</u>	<u>17-FEB-2004</u>	<u>3610286</u>	<u>21-APR-2009</u>	<u>Party City Corporation</u>
<u>AMERICA'S #1 PARTY STORE</u>	<u>78230170</u>	<u>26-MAR-2003</u>	<u>2895330</u>	<u>19-OCT-2004</u>	<u>Party City Corporation</u>
<u>HALLOWEEN COSTUME WAREHOUSE</u>	<u>78140220</u>	<u>01-JUL-2002</u>	<u>2802262</u>	<u>06-JAN-2004</u>	<u>Party City Corporation</u>
<u>THE DISCOUNT PARTY SUPER STORE</u>	<u>74669752</u>	<u>04-MAY-1995</u>	<u>1974890</u>	<u>21-MAY-1996</u>	<u>Party City Corporation</u>
<u>PARTY CITY</u>	<u>74370998</u>	<u>23-MAR-1993</u>	<u>1811298</u>	<u>14-DEC-1993</u>	<u>Party City Corporation</u>
<u>PARTY CITY</u>	<u>74371000</u>	<u>23-MAR-1993</u>	<u>1806095</u>	<u>23-NOV-1993</u>	<u>Party City Corporation</u>
<u>COSTUMESUS A</u>	<u>85651549</u>	<u>14-JUN-2012</u>	<u>4351776</u>	<u>11-JUN-2013</u>	<u>Party City Holdings Inc.</u>
<u>HALLOWEEN CITY</u>	<u>77656722</u>	<u>26-JAN-2009</u>	<u>3788299</u>	<u>11-MAY-2010</u>	<u>Party City Holdings Inc.</u>
<u>PARTY AMERICA</u>	<u>85482524</u>	<u>29-NOV-2011</u>	<u>4270819</u>	<u>08-JAN-2013</u>	<u>Party City Holdings Inc.</u>
<u>PARTY CITY HOLDINGS</u>	<u>85455751</u>	<u>25-OCT-2011</u>	<u>4266743</u>	<u>01-JAN-2013</u>	<u>Party City Holdings, Inc.</u>
<u>SCENE SETTERS</u>	<u>85403735</u>	<u>22-AUG-2011</u>	<u>4197137</u>	<u>28-AUG-2012</u>	<u>Party City Holdings Inc.</u>
<u>YA OTTA PIÑATA</u>	<u>77664486</u>	<u>05-FEB-2009</u>	<u>3669193</u>	<u>18-AUG-2009</u>	<u>Trisar, Inc.</u>
<u>CLIP-N-WEIGHT</u>	<u>76296890</u>	<u>07-AUG-2001</u>	<u>2540488</u>	<u>19-FEB-2002</u>	<u>Amscan Inc.</u>
<u>CLASSIC CHOICE</u>	<u>86597975</u>	<u>15-APR-2015</u>	<u>5028007</u>	<u>23-AUG-2016</u>	<u>Party City Holdings, Inc.</u>
<u>SENIOR MOMENTS</u>	<u>86327049</u>	<u>02-JUL-2014</u>	<u>5551040</u>	<u>28-AUG-2018</u>	<u>Party City Holdings, Inc.</u>
<u>SENIOR MOMENTS</u>	<u>86327193</u>	<u>02-JUL-2014</u>	<u>5566045</u>	<u>18-SEP-2018</u>	<u>Party City Holdings Inc.</u>

<u>Trademark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner Name</u>
<u>GO BRIGHTLY</u> 	<u>97057743</u>	<u>04-OCT-2021</u>			<u>Amscan Inc.</u>
<u>EVERYTHING & BALLOONS</u>	<u>97353246¹</u>	<u>08-APR-2022</u>			<u>Party City Corporation</u>
<u>NO LIMITS HALLOWEEN</u>	<u>97367908²</u>	<u>18-APR-2022</u>			<u>Party City Holdings Inc.</u>
<u>DON'T BLOW IT!</u>	<u>97382302³</u>	<u>26-APR-2022</u>			<u>Party City Holdings Inc.</u>
<u>ELEVATE YOUR PARTY</u>	<u>97412540⁴</u>	<u>16-MAY-2022</u>			<u>Amscan Inc.</u>
<u>LUXAIRE</u>	<u>97419331⁵</u>	<u>19-MAY-2022</u>			<u>Party City Holdings Inc.</u>
<u>CREATE YOUR VISION</u>	<u>97419334⁶</u>	<u>19-MAY-2022</u>			<u>Party City Holdings Inc.</u>
<u>LUXAIRE CREATE YOUR VISION</u> 	<u>97419339⁷</u>	<u>19-MAY-2022</u>			<u>Party City Holdings Inc.</u>

¹ This is an intent-to-use trademark application and is not Trademark Collateral until a Statement of Use or Amendment to Allege Use is filed with the United States Patent and Trademark Office.

² This is an intent-to-use trademark application and is not Trademark Collateral until a Statement of Use or Amendment to Allege Use is filed with the United States Patent and Trademark Office.


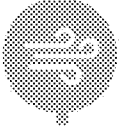

³ This is an intent-to-use trademark application and is not Trademark Collateral until a Statement of Use or Amendment to Allege Use is filed with the United States Patent and Trademark Office.

⁴ This is an intent-to-use trademark application and is not Trademark Collateral until a Statement of Use or Amendment to Allege Use is filed with the United States Patent and Trademark Office.

⁵ This is an intent-to-use trademark application and is not Trademark Collateral until a Statement of Use or Amendment to Allege Use is filed with the United States Patent and Trademark Office.

⁶ This is an intent-to-use trademark application and is not Trademark Collateral until a Statement of Use or Amendment to Allege Use is filed with the United States Patent and Trademark Office.

⁷ This is an intent-to-use trademark application and is not Trademark Collateral until a Statement of Use or Amendment to Allege Use is filed with the United States Patent and Trademark Office.

<u>Trademark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner Name</u>
<u>GO BRIGHTLY</u> 	<u>97528345</u> ⁸	<u>01-AUG-2022</u>			<u>Amscan Inc.</u>
<u>Design Only</u> 	<u>97534437</u>	<u>04-AUG-2022</u>			<u>Party City Holdings Inc.</u>
<u>CREATED FOR AIR</u>	<u>97534443</u>	<u>04-AUG-2022</u>			<u>Party City Holdings Inc.</u>
<u>IT'S EASY TO BE HELIUM FREE</u>	<u>97534452</u> ⁹	<u>04-AUG-2022</u>			<u>Party City Holdings Inc.</u>
<u>BALLOON BUILDER</u>	<u>97553678</u> ¹⁰	<u>18-AUG-2022</u>			<u>Party City Corporation</u>
<u>PARTY IMPRESSIONS</u> 	<u>97553687</u> ¹¹	<u>18-AUG-2022</u>			<u>Amscan Inc.</u>
<u>BRAVA!</u>	<u>97563982</u> ¹²	<u>25-AUG-2022</u>			<u>Amscan Inc.</u>
<u>MAKE THEM CHEER</u>	<u>97564168</u> ¹³	<u>25-AUG-2022</u>			<u>Amscan Inc.</u>

⁸ This is an intent-to-use trademark application and is not Trademark Collateral until a Statement of Use or Amendment to Allege Use is filed with the United States Patent and Trademark Office.

⁹ This is an intent-to-use trademark application and is not Trademark Collateral until a Statement of Use or Amendment to Allege Use is filed with the United States Patent and Trademark Office.

¹⁰ This is an intent-to-use trademark application and is not Trademark Collateral until a Statement of Use or Amendment to Allege Use is filed with the United States Patent and Trademark Office.

¹¹ This is an intent-to-use trademark application and is not Trademark Collateral until a Statement of Use or Amendment to Allege Use is filed with the United States Patent and Trademark Office.

¹² This is an intent-to-use trademark application and is not Trademark Collateral until a Statement of Use or Amendment to Allege Use is filed with the United States Patent and Trademark Office.

¹³ This is an intent-to-use trademark application and is not Trademark Collateral until a Statement of Use or Amendment to Allege Use is filed with the United States Patent and Trademark Office.

<u>Trademark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner Name</u>
<u>MAKE PARTIES BRIGHTER</u>	<u>97629503</u> ¹⁴	<u>12-OCT-2022</u>			<u>Amscan Inc.</u>
<u>PARTY+</u>	<u>97717618</u> ¹⁵	<u>14-DEC-2022</u>			<u>Party City Corporation</u>
<u>PRTY+</u>	<u>97717622</u> ¹⁶	<u>14-DEC-2022</u>			<u>Party City Corporation</u>
<u>BALLOON BUILDER</u>	<u>97553678</u>	<u>18-AUG-2022</u>			<u>Party City Corporation</u>
<u>CELEBRATION BUILDER</u>	<u>97553684</u> ¹⁷ 18-AUG- 2022		N/A		<u>Party City Corporation</u>
<u>MIX IT. MATCH IT. MAKE IT YOURS.</u>	<u>90852411</u> ¹⁸ 28-JUL- 2021		N/A		<u>Party City Holdings Inc.</u>
<u>PARTY VISION</u>	<u>87455576</u> ¹⁹	<u>18-MAY-2017</u>	<u>5607931</u>	<u>13-NOV-2018</u>	<u>Party Horizon, Inc.</u>

¹⁴ This is an intent-to-use trademark application and is not Trademark Collateral until a Statement of Use or Amendment to Allege Use is filed with the United States Patent and Trademark Office.

¹⁵ This is an intent-to-use trademark application and is not Trademark Collateral until a Statement of Use or Amendment to Allege Use is filed with the United States Patent and Trademark Office.

¹⁶ This is an intent-to-use trademark application and is not Trademark Collateral until a Statement of Use or Amendment to Allege Use is filed with the United States Patent and Trademark Office.

¹⁷ This is an intent-to-use trademark application and is not Trademark Collateral until a Statement of Use or Amendment to Allege Use is filed with the United States Patent and Trademark Office.

¹⁸ This is an intent-to-use trademark application and is not Trademark Collateral until a Statement of Use or Amendment to Allege Use is filed with the United States Patent and Trademark Office.

¹⁹ Trademark in process of being assigned to Party City Holdings Inc.