

09-15-1999



101145251

9-9-99

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New

☐ Resubmission (Non-Recordation)  
Document ID #

☐ Correction of PTO Error  
Reel #  Frame #

☐ Corrective Document  
Reel #  Frame #

Conveyance Type

☐ Assignment

☐ License

☒ Security Agreement

☐ Nunc Pro Tunc Assignment

☐ Merger

Effective Date  
Month Day Year

☐ Change of Name

☒ Other

75663728  
SECOND AMENDMENT TO TRADEMARK

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
5-25-99

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/KA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☒ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

09/15/1999 DNGUYEN 00000179 200052 75663728

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 CH  
425.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 001957 FRAME: 0134

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☐

Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Christina E. Wilson

Name of Person Signing

Christina E. Wilson

Signature

9/8/99

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

☒ Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)


1,047,059	1,123,343	1130,005
1,122,872		

## **SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

### **(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)**

WHEREAS, Ballet Makers, Inc., a New York corporation (hereinafter referred to as the "Grantor") and PNC BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States (the successor to Midlantic Bank, N.A. by virtue of a merger) (herein referred to as "Lender"), are parties to a Revolving Credit and Term Loan Agreement, dated May 25, 1994, (as amended to date and as the same may hereafter be amended from time to time, the "Loan Agreement"); and

WHEREAS, terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Loan Agreement; and

WHEREAS, in order to further effectuate the grant to Lender of a continuing security interest in all of such Grantor's right, title and interest in, to and under the Trademark Collateral (defined in the Trademark Security Agreement as defined below), whether presently existing or hereafter arising or acquired, the Grantor and Lender entered into the Trademark Security Agreement, dated May 25, 1994, as amended by the First Amendment to Trademark Security Agreement (as amended, the "Trademark Security Agreement"); and

WHEREAS, Grantor and Lender have agreed to further amend the Trademark Security Agreement to specifically reference certain intellectual property rights arising after the date of original execution of the Trademark Security Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Trademark Security Agreement as follows:

The Trademark Security Agreement is hereby amended to add to Schedule I thereto each additional trademark, trademark registration and trademark application, referred to in Schedule IA annexed hereto (which Grantor hereby represents includes all correct and complete information concerning any trademark, trademark registration, and trademark applications in which it has any beneficial interest), and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application.

IN WITNESS WHEREOF, the Grantor has caused this Second Amendment to Trademark Security Agreement to be duly executed as of the 12th day of August, 1999.

GRANTOR:

BALLET MAKERS, INC.

By: 

Name: Paul Terlizzi

Title: Chief Executive Officer

By: 

Name: Donald Terlizzi

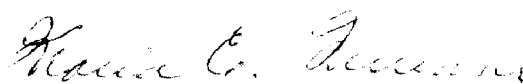
Title: Chairman

**STATE OF NEW JERSEY :**

**:SS.**

**COUNTY OF ESSEX :**

BE IT REMEMBERED, that on this 12th day of August, 1999, before me, the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6.1 to take acknowledgments for use in the State of New Jersey, personally appeared Paul Terlizzi, who, I am satisfied is the person who executed the within Instrument as the Chief Executive Officer of Ballet Makers, Inc., the corporation named therein, and I having first made known to him the contents thereof, he did thereupon acknowledge that the said Instrument made by the said corporation and sealed with its corporate seal and delivered by him as such officer, is the voluntary act and deed of said corporation, made by virtue of authority from its Board of Directors, for the uses and purposes therein expressed.



**Notary Public**

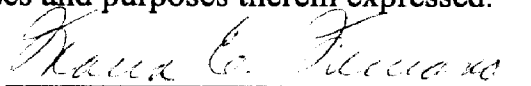
**STATE OF NEW JERSEY :**

**:SS.**

**COUNTY OF ESSEX :**

MARIA C. MURANO  
Notary Public of New Jersey  
My Commission Expires May 15, 2002

BE IT REMEMBERED, that on this 12th day of August, 1999, before me, the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6.1 to take acknowledgments for use in the State of New Jersey, personally appeared Donald Terlizzi, who, I am satisfied is the person who executed the within Instrument as the Chairman of Ballet Makers, Inc., the corporation named therein, and I having first made known to him the contents thereof, he did thereupon acknowledge that the said Instrument made by the said corporation and sealed with its corporate seal and delivered by him as such officer, is the voluntary act and deed of said corporation, made by virtue of authority from its Board of Directors, for the uses and purposes therein expressed.



**Notary Public**

MARIA C. MURANO  
Notary Public of New Jersey  
My Commission Expires May 15, 2002

**U.S. TRADEMARK REGISTRATIONS**  
**GRANTOR: BALLET MAKERS, INC.**

<b><u>MARK</u></b>	<b><u>REG NO.</u></b>	<b><u>DATE REGISTERED</u></b>
ULTRA GLOW	2088475	Aug. 19, 1997
DANCETTE	1,991,423	Aug. 06, 1996
DANSNEAKER	2039755	Feb. 25, 1997
PEDINI	2221393	Feb. 2, 1999
TRANSITION TIGHT	2036723	Feb. 11, 1999
TELE TONE II	2210600	Dec. 15, 1998
MASTER TAP	2197681	Oct. 20, 1998
(REGISTRANT) Ballet Makers, Inc. (leaping headless figure with arms outstretched)	2104465	October 7, 1997
SELVA	1,093,833	June 20, 1998
TAFFY'S	1,047,059	August 5, 1996
TAPSNEAKER	Pending	mailed

**U.S. TRADEMARK APPLICATION**  
**GRANTOR: BALLET MAKERS, INC**

<b><u>SERIAL NO.</u></b>	<b><u>DATE FILED</u></b>	<b><u>MARK</u></b>
75-663728	Mar. 19, 1999	COMFORT TIGHT
75-663727	Mar. 19, 1999	TOE TO TOP
75-646096	Feb. 22, 1999	COMPLECTIVES
75-492484	May 26, 1998	MASTER TAP
75-490967	May 26, 1998	TELE TONE II
1,123,343	June 23, 1999	DURO TOE
1,130,005	June 23, 1999	PAWLOVA
1,122,872	June 23, 1999	TELE TONE TAP
pending	mailed	TAPSNEAKER

**FOREIGN TRADEMARK APPLICATIONS**  
**GRANTOR: BALLET MAKERS, INC.**

<b><u>COUNTRY</u></b>	<b><u>REG NO.</u></b>	<b><u>DATE FILED</u></b>	<b><u>MARK</u></b>
EU	Pending	Mailed	Ballet Makers
Brazil	821,232,703 (Ser. No.)	March 17, 1999	Dancer Figure



**FOREIGN TRADEMARK REGISTRATIONS**  
**GRANTOR: BALLET MAKERS, INC.**

<b><u>COUNTRY</u></b>	<b><u>REG NO.</u></b>	<b><u>DATE FILED</u></b>	<b><u>MARK</u></b>
Austria	165,232	July 16, 1996	Figure of a Dancing Girl
Japan	330,9379	May 23, 1997	Figure of a Dancing Girl
Japan	330,9378	May 23, 1997	Ballet Makers



09-09-1999

U.S. Patent & TMO/c/TM Mail Rpt Dt. #26

# Confirmation of Receipt

TRADEMARK FEE PROCESS.  
RECEIVED

1999 SEP -9 P 5:12

Client: Amy L. Brady

Firm Name: CSC Company

Date: September 9, 1999

Telephone: 800-833-9848

US PATENT &  
TRADEMARK OFFICE

The following materials will be delivered to the U.S. Patent & Trademark Office on September 9, 1999.

1. Recordation Form Cover Sheet Trademarks Only and Second Amendment to Trademark Security Agreement between Ballet Makers, Inc. and PNC BANK, NATIONAL ASSOCIATION, for the trademark registration number 2,088,475 and 17 other trademarks

Patent & Trademark Office Fee \$465.00

Fee advanced by the Thomson & Thomson Deposit Account 20-0052:

Please note: Upon submission of this material to the  
Patent & Trademark Office,  
all questions concerning contents will be  
directed to the applicant or  
applicant's attorney.