

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Youth Centre Inc., d/b/a Dance Distributors Corporation		12/31/2007	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Broadway Dreams, Ltd.		
<b>Doing Business As:</b>	DBA All About Dance		
<b>Street Address:</b>	239 Schuyler Ave.		
<b>City:</b>	Kingston		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18704		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	74274099	DANCE DISTRIBUTORS	
<b>Serial Number:</b>	74273974	DANCE DISTRIBUTORS	
<b>Serial Number:</b>	78836286	GRANDE PERFORMANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(570)824-8431		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	570-466-5968		
<b>Email:</b>	jontenenbaum@yahoo.com		
<b>Correspondent Name:</b>	Jonathan D. Tenenbaum, Esq.		
<b>Address Line 1:</b>	234 South River Street		
<b>Address Line 4:</b>	Plains, PENNSYLVANIA 18705		
<b>NAME OF SUBMITTER:</b>	Jonathan D. Tenenbaum		
<b>Signature:</b>	/Jonathan D. Tenenbaum/		

OP \$90.00 74274099

Date:

06/19/2008

**Total Attachments: 19**

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**ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT is made and entered into as of the 21<sup>st</sup> day of December, 2007, by and among (i) Youth Centre, Inc. d/b/a Dance Distributors (the "Seller"), and (ii) Mark Y. Sussman, (the "Owner"), and Broadway Dreams, Ltd. d/b/a All About Dance (the "Purchaser").

**BACKGROUND**

A. The Seller is engaged in the business of the online and mail order sale of dance clothing, shoes and related articles (the "Business").

B. The Purchaser desires to acquire and the Seller desires to sell the herein described assets of the Seller pertaining to the Business.

C. The Owner owns the Seller and is a party hereto for the purpose of, among other things, joining with the Seller in making the representations and warranties with respect to the assets being acquired pursuant hereto.

**AGREEMENT**

NOW, THEREFORE, in consideration of the agreements, representations, and warranties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, do hereby agree as follows:

**A. DEFINITIONS; GENERAL PROVISIONS.**

1.1 Definitions. For purposes of this Agreement and the Exhibits and Schedules attached hereto, the following terms shall have the meanings specified or referred to below, unless the context otherwise requires:

1.1.1. "Acquired Assets" - all (a) Inventory (b) Back Orders including deposits on Back Orders (to the extent legally transferable), (c) Trademarks, (d) URLs, (e) Customer List, Sales and Marketing Materials, (f) Data Files, (g) all toll free telephone numbers of the Seller, (h) equipment, and (i) goodwill incident to the Business. Expressly excluded from the Acquired Assets are accounts receivable and fixtures.

1.1.2. "Affiliate" - with respect to a specified Person, any other Person which directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the specified Person.

1.1.3. "Agreement" - this Asset Purchase Agreement, including all amendments hereof and all Exhibits and Schedules hereto.

1.1.4. "Agreement Not to Compete" and "Agreements Not to Compete" - individually and collectively, the Agreement Not to Compete to be executed at the Closing by (i) the Seller and (ii) Consulting Agreement and Agreement Not to Compete to be executed at the

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1 Closing by the Owner, to and in favor of the Purchaser in the forms attached hereto as  
2 Exhibit "A" (with respect to the Seller) and Exhibit "A-1" (with respect to the Owner).

3 1.1.5. "Assumed Liabilities" - those Liabilities of the Seller under the SBA  
4 Loan, and under outstanding gift certificates..

5 1.1.6. "Assignment Agreement" - the Assignment, Delegation and  
6 Assumption Agreement to be executed at the Closing between the Seller and the Purchaser in the  
7 form attached hereto as Exhibit "B," pursuant to which, among other things, the Seller will  
8 assign and transfer to the Purchaser all of its right, title and interest under the Back Orders, on  
9 the terms and conditions contained therein.

10 1.1.7. "Back Orders" - collectively, the pending orders, as of the Closing  
11 Date, for the purchase of merchandise placed with the Seller as listed on Schedule 1.1.7.

12 1.1.8. "Business" - as defined in the Background of this Agreement.

13 1.1.9. "Closing" - the completion of the Contemplated Transactions  
14 pursuant to Section 2.6. The Closing shall be deemed to have occurred on the date the first  
15 installment of the Purchase Price is paid to the Seller and evidence of such payment, together  
16 with a copy of this Agreement, shall constitute conclusive evidence that the Contemplated  
17 Transaction has closed and that the Acquired Assets were transferred to the Purchaser on the date  
18 of such payment.

19 1.1.10. "Closing Date" - the date and time as of which the Closing actually  
20 takes place.

21 1.1.11. "Consent" - any approval, consent, ratification, waiver,  
22 certification, exemption or other authorization or release (including any Governmental  
23 Authorization) under any Contract or Legal Requirement, as applicable.

24 1.1.12. "Contemplated Transactions" - collectively, all of the transactions  
25 contemplated by this Agreement and each of the Related Agreements.

26 1.1.13. "Contract" - any agreement or contract (whether written or oral) that  
27 is legally binding.

28 1.1.14. "Customer List, Sales and Marketing Materials" - the names,  
29 addresses and all other information kept by Seller with respect to its present and past customers,  
30 pending orders, customer inquiries, correspondence, pricing, sales data, catalogs, brochures,  
31 suppliers, mailing lists, art work, photographs and advertising material that relate to the  
32 Business, whether in electronic form or otherwise.

33 1.1.15. "Data Files" - all books and records of the Seller pertaining to the  
34 Acquired Assets and Assumed Liabilities.

35 1.1.16. "Encumbrance" - with respect to any asset, any charge, claim,  
36 equitable interest, lien, option, pledge, security interest, or right of first refusal, trust, restriction,

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1 covenant, easement, license, lease, mortgage, conditional or installment sale contracts, title  
2 retention contracts, transferability restrictions, obligation, title defect or any other claim or  
3 burden of any nature whatsoever affecting such asset.

4 1.1.17. "Excluded Assets" - any asset of the Seller not listed as an  
5 Acquired Asset.

6 1.1.18. "Excluded Liabilities" - collectively, all Liabilities of the Seller, the  
7 Owners and their Affiliates arising from or in connection with the Business or otherwise other  
8 than the Assumed Liabilities; it being understood and agreed that, without limiting the generality  
9 of the foregoing, the Excluded Liabilities shall include federal and state Tax Liabilities of the  
10 Seller, Liabilities of the Seller to employees or sales agents, Liabilities of the Seller disclosed on  
11 Schedules hereto, Liabilities of the Seller under Contracts that are not Assigned Contracts, and  
12 Liabilities of the Seller arising in connection with the operation of the Business prior to or on the  
13 Closing Date.

14 1.1.19. "Governmental Authorization" - any Consent, license, permit,  
15 certificate of authority, registration, franchise, right, Order, qualification or similar right issued,  
16 granted or given by or under the authority of any Governmental Body or pursuant to any Legal  
17 Requirement.

18 1.1.20. "Governmental Body" - any federal, state, local, municipal, foreign  
19 or other governmental or quasi-governmental entity or authority of any nature.

20 1.1.21. "Inventory" - inventory of the Business on the Closing Date.

21 1.1.22. "Legal Requirement" - any United States federal, state or local law,  
22 ordinance, principle of common law, regulation or statute.

23 1.1.23. "Liabilities" - collectively (and including words of similar import),  
24 any claim, debt, obligation, or liability, fixed or contingent, known or unknown, asserted or  
25 unasserted, choate or inchoate, liquidated or unliquidated, secured or unsecured.

26 1.1.24. "Order" - collectively, any award, decision, injunction, judgment,  
27 order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court,  
28 administrative agency, or other Governmental Body or arbitral panel, or any notice of any  
29 Governmental Body or third party inquiry, claim or directive in regard to any Legal  
30 Requirement.

31 1.1.25. "Person" - any individual, corporation, general or limited  
32 partnership, limited liability company, joint venture, estate, trust, association, organization, or  
33 other legal entity or Governmental Body.

34 1.1.26. "Purchase Price" - as defined in Section 2.3.

35 1.1.27. "Purchaser" - as defined in the heading to this Agreement.

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1 1.1.28. "Related Agreements" - collectively, all agreements, documents,  
2 certificates and instruments to be delivered pursuant to or in connection with this Agreement or  
3 the Contemplated Transactions, as well as all exhibits, annexes and schedules to any of the  
4 foregoing, including the Agreements Not to Compete.

5 1.1.29. "SBA Loan" - the loan from the United States Small Business  
6 Administration ("SBA") to Seller dated November 26, 2004.

7 1.1.30. "Seller" - as defined in the heading to this Agreement.

8 1.1.31. "Tax" - any and all U.S. or non-U.S. federal, state, county, local,  
9 municipal or other taxes, charges, imposts, rates, fees, levies or other assessments, including all  
10 net income, gross income, sales and use, ad valorem, transfer, gains, profits, excise, franchise,  
11 real and personal property, gross receipt, capital stock, production, business and occupation,  
12 disability, employment, payroll, license, estimated, stamp, custom duties, severance,  
13 withholding, social security, health tax or other taxes, fees, assessments or charges of any kind  
14 whatsoever, together with any interest and penalties (civil or criminal) on or additions to any  
15 such taxes and any expenses incurred in connection with the determination, settlement or  
16 litigation of any tax Liability.

17 1.1.32. "Trademarks" - all tradenames, trademarks, servicemarks,  
18 copyrights, and any registrations thereof and applications therefor, of the Seller including, but  
19 not limited to, Dance Distributors, the Dance Distributors Logo, Dance Distributors Services, 1-  
20 800-33-DANCE, and Grande Performance.

21 1.1.33. "URLs" The following urls presently registered in the name of  
22 Seller:

23 a. www.danccistributors.com and related urls.

24 b. www.worshipdance.com

25 c. www.dancewearoutlet.com

26 1.1.34. "WAMCO" Loan - The Loan originally from First Union National  
27 Bank to Seller, as currently held by WAMCO 34, LTD ("WAMCO").

28 1.2 General Provisions; Incorporation of Background.

29 (a) Unless expressly provided otherwise in this Agreement or the Related  
30 Agreements, or unless the context requires otherwise all capitalized terms used in the Related  
31 Agreements that are defined in this Agreement shall have the respective meanings assigned to  
32 them herein;

33 (b) The Background provisions set forth above are hereby incorporated by  
34 reference into this Agreement and made a part hereof as if set forth in their entirety in this  
35 Section 1.2(b).

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1 B. PURCHASE AND SALE OF ACQUIRED ASSETS; CLOSING.

2 2.1 Acquired Assets. On and subject to the terms and conditions of this  
3 Agreement, at the Closing the Purchaser agrees to purchase and accept the Acquired Assets from  
4 the Seller, and the Seller agrees to sell and assign the Acquired Assets to the Purchaser. The  
5 Seller shall specifically retain, and the Acquired Assets shall not include, any of the Excluded  
6 Assets.

7 2.2 Assumed Liabilities; Excluded Liabilities.

8 (a) On and subject to the terms and conditions of this Agreement, at the  
9 Closing the Purchaser shall assume and become responsible only for the Assumed Liabilities.

10 (b) The Purchaser, shall not assume or agree to pay or otherwise be  
11 responsible for, nor will the Acquired Assets be purchased subject to, any of the Excluded  
12 Liabilities, all of which will continue to be the responsibility of the Seller. It is expressly  
13 understood and agreed that the Purchaser and the Seller intend that the Purchaser shall not be  
14 considered to be a successor to the Seller by reason of any theory of law or equity.

15 2.3 Payment of the Purchase Price. In consideration of the purchase and sale  
16 of the Acquired Assets and subject to any adjustments pursuant to Section 2.4, the Purchaser will  
17 pay the Purchase Price as follows: (a) the sum of \$595,000.00 in immediately available funds at  
18 Closing, and (b) Assumption of the Assumed Liabilities at Closing.

19 2.4 Inventory. On or prior to the Closing Date, personnel assigned by each of  
20 Seller and Purchaser shall jointly inspect all Inventory of the Business and prepare a physical  
21 count of the Inventory.

22 2.5 Allocation of the Purchase Price. The Purchase Price shall be allocated as  
23 follows:

- 24 (a) Inventory: \$ 700,000.00
- 25 (b) Goodwill and other intangibles, including Trademarks, URLs,
- 26 Customer Lists and Data Files: \$ 300, 000.00

27  
28  
29 2.6 Closing Deliveries. At the Closing, the Seller will deliver, or cause to be  
30 delivered, to the Purchaser:

31 (a) such documents and instruments evidencing the sale, transfer, conveyance  
32 and assignment of the Acquired Assets as the Purchaser may reasonably request (including,  
33 without limitation, a bill of sale substantially in the form of Exhibit "C" hereto transferring to  
34 Purchaser good and indefeasible title to all of the tangible personal property included in the  
35 Acquired Assets subject only to the Assumed Liabilities;

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- 1 (b) the Assignment Agreement, executed by the Seller;
- 2 (c) such documents as may be required by the SBA for Purchaser's assumption  
3 of the SBA Loan;
- 4 (d) Agreement Not to Compete, executed by the Seller;
- 5 (e) Consulting Agreement and Agreement Not to Compete, executed by the  
6 Owner;
- 7 (f) all other certificates, instruments and documents required to be delivered by  
8 the Seller and the Owner pursuant to this Agreement or any of the Related Agreements or as may  
9 be reasonably required by the Purchaser.

10 2.7 Escrow. At Closing, the sum of \$30,000.00 of the Purchase Price shall  
11 be placed in escrow with Seller's attorney to be used to pay off Seller's outstanding credit card  
12 debt. All such debt constitutes part of the Excluded Liabilities and Purchaser shall have no  
13 obligations therefore.

14 2.8 Delivery of Possession. Prior to the Closing Date, Seller shall have  
15 negotiated a settlement to be paid from the Purchase Price at Closing, of any  
16 outstanding amounts due to United Fulfillment Solutions, and shall have taken  
17 such action as may be necessary or appropriate so that on the Closing Date,  
18 Purchaser shall be placed in actual possession and control of all of the Acquired  
19 Assets.

20 2.9 Closing shall be held within thirty (30) days from the date of the  
21 Agreement at 825 N. Twelfth Street, Allentown, PA or at such other time and location as  
22 mutually agreeable to the parties hereto.

23 C. CONSULTATION AGREEMENT.

24 3.1 Employment of Owner. Upon consummation of the Closing, Owner  
25 agrees to act as a consultant to Purchaser under and subject to the terms and conditions set forth  
26 in Consulting Agreement and Agreement Not to Compete in the form attached hereto Exhibit  
27 "A-1".

28 D. REPRESENTATIONS AND WARRANTIES OF SELLER AND OWNER.

29 The Seller and the Owner hereby jointly and severally represent and warrant to  
30 the Purchaser as follows:

31 4.1 Organization and Good Standing. The Seller is duly organized, validly  
32 existing, and subsisting under the laws of Pennsylvania, with full power and authority to  
33 (a) conduct the Business as it is now being conducted, (b) own or use the property and assets that  
34 it owns or uses, and (c) perform all its obligations under all contracts to which it is a party.  
35 Seller is also duly qualified to do business as a foreign entity and is in good standing under the

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1 laws of each jurisdiction, if any, in which either the ownership or use of the assets owned or  
2 used by it, or the nature of the activities conducted by it, requires such qualification.

3 4.2 Authority: No Conflict.

4 (a) Seller has all requisite legal right, power and authority to execute and  
5 deliver this Agreement and the Related Agreements to which it is a party and to fully perform its  
6 obligations hereunder and thereunder. Seller has taken all necessary corporate action to  
7 authorize the execution and delivery of this Agreement and the Related Agreements, the  
8 performance by it of all terms and conditions hereof and thereof to be performed by it and the  
9 consummation of the transactions contemplated hereby and thereby. This Agreement constitutes  
10 the legal, valid, and binding obligation of Seller, enforceable against it in accordance with its  
11 terms. Upon the execution and delivery by Seller of the Related Agreements to which it is a  
12 party, such Related Agreements will constitute the legal, valid, and binding obligations of the  
13 Seller, enforceable against it in accordance with their respective terms.

14 (b) The Owner has all requisite legal right, power, authority and capacity to  
15 execute and deliver this Agreement and the Related Agreements to which he is a party and to  
16 fully perform his respective obligations hereunder and thereunder. This Agreement constitutes  
17 the legal, valid, and binding obligation of the Owner, enforceable against him in accordance with  
18 its terms. Upon the execution and delivery by the Owner of the Related Agreements to which he  
19 is a party, such Related Agreements will constitute the legal, valid, and binding obligations of the  
20 Owner, enforceable against him in accordance with their respective terms.

21 (c) Neither the Seller nor Owner will be required to give any notice to or  
22 obtain any Consent from any Person in connection with their execution, delivery and  
23 performance of this Agreement and the Related Agreements to which they are a party or the  
24 completion of the Contemplated Transactions, except as otherwise expressly provided in this  
25 Agreement.

26 (d) The execution, delivery and performance by Seller and Owner of this  
27 Agreement and the Related Agreements, and the consummation of the Contemplated  
28 Transactions will not (with or without the giving of notice or the lapse of time, or both) (i)  
29 violate any provision of the charter or bylaws of Seller, require any consent, authorization or  
30 approval of, or exemption by, or filing under any provision of any law, statute, rule or regulation  
31 to which Seller, Owner, the Business or the Acquired Assets are subject, (ii) violate any  
32 judgment, order, writ or decree of any court applicable to Seller, Owner, the Business or the  
33 Acquired Assets, (iii) conflict with, result in a breach of, constitute a default under, or accelerate  
34 or permit the acceleration of the performance required by, or require any consent, authorization  
35 or approval under any contract, agreement or instrument to which Seller or Owner is a party or  
36 any of the Acquired Assets is bound or (iv) result in the creation or imposition of any  
37 Encumbrance upon the Acquired Assets, which violation, conflict, breach, default, acceleration  
38 or Encumbrance, or the failure to make or obtain such filing, consent, authorization or approval,  
39 with respect to the matters specified in clauses (i) through (iv) could, individually or in the  
40 aggregate, reasonably be expected to have a material adverse effect on any of the Acquired  
41 Assets or prevent or delay the consummation of the Contemplated Transactions.

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1                   4.3 Back Orders; Books and Records.

2                   (a) All amounts payable to the Seller under the Back Orders (i) have arisen  
3 from bona-fide transactions in the ordinary course of business consistent with past custom and  
4 practice of Seller, and (ii) are not subject to counterclaims or offsets asserted in writing or  
5 otherwise, except such orders as may have been cancelled prior to the Closing Date and to  
6 Purchaser disclosed by Seller previously.

7                   (b) The books and records relating to the Acquired Assets are complete  
8 and correct in all material respects and have been maintained in accordance with sound practices.

9                   4.4 Title To Assets; Encumbrances. The Seller has good and marketable title to  
10 all of the assets which comprise a portion of the Acquired Assets, which Acquired Assets will  
11 not, at the Closing, be subject to any Encumbrance other than the security interest of the SBA  
12 under the SBA loan.

13                   4.5 Tax Returns and Payments. All of the tax returns and reports of the Seller or  
14 respecting the Business of the Seller required by law to be filed on or before the date hereof have  
15 been duly and timely filed and all taxes shown as due thereon have been paid. There are in  
16 effect no waivers of any applicable statute of limitations related to such returns. No liability for  
17 any tax will be imposed upon the Acquired Assets or the Seller with respect to any period before  
18 the Closing Date. The provisions of this Section shall include, without limiting the generality of  
19 this Section, all reports, returns, and payments due under all federal, state, or local laws or  
20 regulations relating to income, sales, use and withholding taxes, withholding obligations,  
21 unemployment insurance, Social Security, workers' compensation and other obligations of the  
22 same or of a similar nature. The Seller is not subject to any open audit in respect of its taxes, no  
23 deficiency assessment or proposed adjustment for taxes is pending, and the Seller has no  
24 knowledge of any liability, whether or not proposed, for any tax with respect to any period  
25 through the date hereof to be imposed upon any of its assets.

26                   4.6 Brokers or Finders. The Seller has incurred no obligation or Liability,  
27 contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar  
28 payments in connection with this Agreement or the Contemplated Transactions for which the  
29 Purchaser will have any Liability.

30                   4.7 Disclosure. No representation or warranty of the Seller or Owner in this  
31 Agreement or in any of the Related Agreements to which they are a party, no statement of the  
32 Seller or Owner in any of the schedules thereto and no financial statement provided by the Seller  
33 to the Purchaser, contains or will contain any untrue statement of a material fact or omits or will  
34 omit to state a material fact necessary to make the statements herein or therein, in light of the  
35 circumstances in which they were made, not misleading.

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1 E. REPRESENTATIONS AND WARRANTIES OF PURCHASER.

2 The Purchaser represents and warrants to the Seller as follows:

3 5.1 Organization and Good Standing. The Purchaser is a corporation duly  
4 organized, validly existing, and presently subsisting under the laws of the Commonwealth of  
5 Pennsylvania.

6 5.2 Authority; No Conflict.

7 (a) This Agreement constitutes the legal, valid, and binding obligation  
8 of Purchaser, enforceable against the Purchaser in accordance with its terms. Upon the execution  
9 and delivery by the Purchaser of the Related Agreements to which the Purchaser is a party, such  
10 Related Agreements will constitute the legal, valid, and binding obligations of the Purchaser,  
11 enforceable against the Purchaser in accordance with their respective terms. The Purchaser has  
12 full limited partnership power and authority to execute and deliver this Agreement and such  
13 Related Agreements and to perform its obligations under this Agreement and such Related  
14 Agreements.

15 (b) Neither the Purchaser's execution and delivery of this Agreement  
16 or the Related Agreements to which it is a party nor the completion or performance by the  
17 Purchaser of any of the Contemplated Transactions will give any Person the right, or ability, to  
18 prevent, delay, or otherwise interfere with any of the Contemplated Transactions pursuant to:

19 (i) any provision of the organizational documents of the Purchaser;

20 (ii) any Legal Requirement or Order to which the Purchaser may be subject;

21 or

22 (iii) any Contract to which the Purchaser is a party or by which the Purchaser  
23 may be bound.

24 (c) The Purchaser is not, nor will it be, required to give any notice to  
25 or obtain any Consent from, any Person in connection with the Contemplated Transactions.

26 5.3 Brokers or Finders. The Purchaser has incurred no obligation or Liability,  
27 contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar  
28 payments in connection with this Agreement or any of the Contemplated Transactions for which  
29 the Seller will directly or indirectly have any Liability.

30 5.4 Disclosure. No representation or warranty of the Purchaser in this  
31 Agreement or in any of the Related Agreements to which it is a party and no statement of the  
32 Purchaser in any of the schedules thereto contains or will contain any untrue statement of a  
33 material fact or omits or will omit to state a material fact necessary to make the statements herein  
34 or therein, in light of the circumstances in which they were made, not misleading.

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1 F. COVENANTS OF SELLER AND OWNERS; MUTUAL COVENANTS.

2 6.1 Access. During the period commencing on the date of this  
3 Agreement and continuing through the Closing Date, the Seller and Owner, upon reasonable  
4 prior notice from the Purchaser, will (a) afford to the Purchaser and its representatives, at all  
5 reasonable times during normal business hours, full and complete access to the Business and the  
6 Acquired Assets, and (b) furnish the Purchaser and its representatives with copies of all such  
7 contracts, books and records, and other existing documents and data as Purchaser may  
8 reasonably request in connection with the foregoing, all of which shall be done under the  
9 supervision of such representatives of the Seller as may be designated by the Seller from time to  
10 time.

11 6.2 Operation of the Business of the Seller. It is understood by Purchaser  
12 that Seller has ceased operations. Nonetheless, between the date of this Agreement and the  
13 Closing Date, Seller will take no action that will harm the Acquired Assets;

14 6.3 Change of Name. From and after the Closing, neither the Seller nor  
15 the Owner shall use, directly or indirectly, the names Dance Distributors, Dance Distributors  
16 Services, Grande Performance or any similar name.

17 6.4 Cooperation in Collection of Back Orders. The Seller and Owner  
18 will cooperate fully in the Purchaser's efforts to collect all sums in respect of the Back Orders  
19 that are part of the Acquired Assets and shall promptly notify the Purchaser of any amount  
20 received by the Seller or the Owner in respect thereof (or any other Acquired Asset) after the  
21 Closing and promptly remit such amount to the Purchaser in accordance with the Purchaser's  
22 instructions.

23 6.5 Bulk Clearance Laws. The Purchaser hereby waives compliance by  
24 the Seller with the bulk transfer and bulk clearance laws of the Commonwealth of Pennsylvania,  
25 provided that (i) the Seller shall, at least ten (10) days prior to the Closing Date, provide proper  
26 notification to the Pennsylvania Department of Revenue and the Pennsylvania Department of  
27 Labor and Industry of the impending sale of the Acquired Assets and shall request an application  
28 for a Tax clearance certificate from each such Governmental Body and (ii) any Liability of the  
29 Purchaser arising under such bulk transfer and bulk clearance laws of the Commonwealth of  
30 Pennsylvania (or any other jurisdiction) shall constitute an Excluded Liability hereunder and the  
31 Purchaser shall have no Liability with respect thereto.

32 G. COVENANTS OF PURCHASER.

33 7.1 Approvals of Governmental Bodies. As promptly as practicable after  
34 the date of this Agreement, the Purchaser will make and diligently prosecute all filings required  
35 by Legal Requirements to be made by them to consummate the Contemplated Transactions.

36 7.2 Assumed Liabilities. From and after the Closing Date, the Purchaser  
37 shall pay, perform or discharge when due all Assumed Liabilities. Further, Purchaser will  
38 indemnify and hold harmless Owner and his spouse, Susan Sussman (collectively "Sussman"),

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1 from any obligation arising from the guarantee by Sussman of the SBA Loan and the Wamco  
2 Loan.

3 H. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION TO CLOSE.

4 The obligation of the Purchaser to complete the Contemplated Transactions is  
5 subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of  
6 which may be waived by the Purchaser, in whole or in part):

7 8.1 Accuracy of Representations. All of the representations and warranties of  
8 the Seller and the Owners herein and any Related Agreement, shall have been accurate in all  
9 material respects as of the date of this Agreement, and shall be accurate in all material respects as  
10 of the Closing Date as if made on the Closing Date.

11 8.2 Seller's Performance.

12 (a) All of the covenants and obligations that the Seller and Owner are  
13 required to perform or to comply with pursuant hereto at or prior to the Closing shall have been  
14 duly performed and complied with in all material respects.

15 (b) The Seller and Owner shall have delivered, or caused the delivery  
16 of, each of the documents required to be delivered by the Seller and Owner pursuant to  
17 Section 2.6.

18 8.3 Consents. All Consents required in order to close hereunder shall have been  
19 obtained.

20 8.4 Schedules, Exhibits and Related Information. The Schedules required  
21 hereunder shall have been delivered to the Purchaser and shall be satisfactory to the Purchaser.

22 8.5 Satisfaction with Due Diligence. Purchaser shall have been satisfied, in the  
23 exercise of its reasonable discretion, with the results of its due diligence examination of the  
24 Seller and its Business.

25 8.6 Assumption of the SBA Loan. The outstanding balance on the SBA Loan,  
26 as of the Closing Date, shall not exceed the sum of \$405,000.00, and the terms and conditions of  
27 the assumption of Seller's obligation under the SBA loan shall be in form and substance  
28 satisfactory to Purchaser.

29 8.7 Financing. Purchaser shall have obtained a binding commitment from a  
30 financial institution for the financing of the purchase of the Acquired Assets in an amount not  
31 less than \$575,000.00 on terms and conditions acceptable to the Purchaser.

32 I. CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE.

33 The obligation of the Seller to complete the Contemplated Transactions is subject  
34 to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which  
35 may be waived by the Seller, in whole or in part):

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1 9.1 Accuracy of Representations. All of the representations and warranties of  
2 the Purchaser in this Agreement shall have been accurate in all material respects as of the date  
3 hereof and shall be accurate in all material respects as of the Closing Date as if made on the  
4 Closing Date.

5 9.2 SBA's Consent. Purchaser shall have satisfactory assurances that the  
6 consent of the SBA to the assumption of Seller's obligation under the SBA loan in an amount not  
7 to exceed \$405,000.00 by Purchaser and upon terms and conditions satisfactory to Purchaser,  
8 will be obtained .

9 9.3 Wamco Release. Seller shall have obtained a written commitment from  
10 Wamco to release its security interest in any of the Acquired Assets for a sum not to exceed  
11 \$425,000 (the "Wamco Payment") to be paid at Closing. Owner and Seller shall have obtained a  
12 commitment from Wamco to release Sussman from their guarantee of the Wamco Loan upon  
13 payment of the Wamco Payment and satisfy the obligation against Seller.

14 9.4 Purchaser's Performance. All of the covenants and obligations which the  
15 Purchaser is required to perform or to comply with pursuant hereto at or prior to the Closing,  
16 shall have been performed and complied with in all material respects.

17 J. TERMINATION.

18 10.1 Termination Events. This Agreement may, by written notice given prior to  
19 or at the Closing, be terminated:

20 (a) by the Purchaser, if any material breach of any of the representations,  
21 warranties or covenants of the Seller or Owner set forth in this Agreement has been committed  
22 by the Seller or Owner and such breach has not been (1) waived by the Purchaser or (2) cured by  
23 the Seller or Owner within ten (10) days after their receipt of written notice thereof from the  
24 Purchaser;

25 (b) by the Seller, if a breach of any of the representations, warranties, or  
26 covenants of the Purchaser set forth in this Agreement has been committed by the Purchaser and  
27 such breach has not been waived by the Seller or cured by the Purchaser within ten (10) days  
28 after its receipt of written notice thereof from the Seller;

29 (c) by the Purchaser, if any of the conditions in Section 8 have not been  
30 satisfied as of the Closing Date or if satisfaction of such a condition is or becomes impossible  
31 (other than through the failure of the Purchaser to comply with its obligations under this  
32 Agreement) and the Purchaser has not waived such condition on or before the Closing Date;

33 (d) by the Seller, if any of the conditions in Section 9 have not been  
34 satisfied as of the Closing Date or if satisfaction of such a condition is or becomes impossible  
35 (other than through the failure of the Seller to comply with its obligations under this Agreement)  
36 and the Seller have not waived such condition on or before the Closing Date;

37 (e) by mutual consent of the Purchaser and the Seller; or

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1           10.2 Effect of Termination. Each party's right of termination under Section 10.1  
 2 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise  
 3 of a right of termination will not constitute an election of remedies. If this Agreement is  
 4 terminated pursuant to Section 10.1, all of the respective rights, duties and obligations of  
 5 Purchaser and Seller hereunder shall cease and terminate, except that if this Agreement is  
 6 terminated by a party because of the breach of this Agreement by the other party or because one  
 7 or more of the conditions to the performance of a party's obligations under this Agreement is not  
 8 satisfied as a result of the other party's failure to comply with its obligations under this  
 9 Agreement, the terminating party's right to pursue all of the rights and remedies with respect to  
 10 any such Breach or failure to comply (whether under this Agreement or otherwise) will survive  
 11 any such termination unimpaired.

12           K.     SURVIVAL OF REPRESENTATIONS AND WARRANTIES;  
 13                 INDEMNIFICATION.

14           11.1 Survival of Representations and Warranties. Any claim based on breach of  
 15 a representation, warranty, covenant, or obligation provided for in this Agreement, the  
 16 Schedules, any supplements to the Schedules, and in the Related Agreements must be asserted  
 17 within two (2) years following the Closing or such claim shall be deemed waived provided,  
 18 however, the foregoing limitation shall not apply to any claims based on (1) fraud, (2) facts  
 19 actively concealed by the party against whom the claim is asserted, or (3) tax Liabilities.

20           11.2 Seller's/Owner's Indemnification. From and after the Closing Date, Seller  
 21 and Owner, jointly and severally, shall indemnify, defend and hold harmless Purchaser and its  
 22 successors, assigns, shareholders, directors and officers, from and against any and all Liabilities  
 23 of any kind, including reasonable attorney's fees, accountant's fees and investigative fees,  
 24 ("Claims") incurred by any of them, directly or indirectly, arising out of or in connection with:

- 25                                 (a) All Excluded Liabilities;
- 26                                 (b) Any and all debts, liabilities, taxes, contracts and other obligations of  
 27 Seller or Owner, except the Assumed Liabilities; and
- 28                                 (c) Any breach of any representation, warranty, covenant or  
 29 agreement made by Seller or Owner pursuant to the terms of  
 30 this Agreement.

31           11.3 Purchaser's Indemnification. From and after the closing date,  
 32 Purchase shall indemnify, defend and hold harmless Owner and Sussman and  
 33 their heirs, successors and assigns from and against any and all liabilities of any  
 34 kind, including reasonable attorney's fees and investigators fees ("Claims")  
 35 arising from:

- 36                                 (a) the ownership of Acquired Assets and from the SBA Loan and the  
 37 Wamco Loan provided, however, that such indemnification does not extend to any Excluded  
 38 Liabilities;

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1 (b) any breach of any representation, warranty, covenant or agreement  
2 made by Purchaser pursuant to the terms of this Agreement.

3 11.4 Setoff. In addition to all other rights and remedies Purchaser may have,  
4 Purchaser shall have the right to setoff any claims of Purchaser against Seller or Owner, against  
5 any monies Purchaser may owe to Seller or to Owner pursuant to this Agreement or the Related  
6 Agreements. If at any time there is pending or threatened a matter or claim for which Purchaser  
7 assets that Seller or Owner is responsible to indemnify Purchaser hereunder, the Buyer shall have a  
8 right to setoff such matter or claim against monies due by Purchaser to Seller or Owner, as the case  
9 may be, until a final determination otherwise by a court of competent jurisdiction or by settlement  
10 between Purchaser and Seller or Purchaser and Owner, as the case may be. Purchaser's right to  
11 indemnification under this Agreement shall not, in any manner be limited by its right of setoff.  
12 Purchaser's rights to indemnification and set off under this Agreement shall be cumulative and  
13 shall be in addition to all other rights and remedies of Purchaser. The provisions of this Section  
14 11.4 shall survive closing.

15 L. GENERAL PROVISIONS.

16 12.1 Expenses. Each party to this Agreement will bear its respective expenses  
17 incurred in connection with the preparation, negotiation, execution, and performance of this  
18 Agreement and the Contemplated Transactions, including all fees and expenses of agents,  
19 Representatives, counsel, and accountants.

20 12.2 Entire Agreement. This Agreement supersedes all prior agreements  
21 between the parties with respect to its subject matter and constitutes (along with the Related  
22 Agreements) a complete and exclusive statement of the terms of the agreement between the  
23 parties with respect to its and their subject matter. This Agreement may not be amended except  
24 by a written agreement executed by the party to be charged with the amendment.

25 12.3 Assignments, Successors, and No Third-Party Rights. None of the parties  
26 may assign or otherwise transfer any of their respective rights under this Agreement without the  
27 prior written consent of the other parties; provided, however, the Purchaser, without the consent  
28 of (but upon notice to) the Seller prior to the Closing, shall be permitted to assign any or all of  
29 Purchaser's rights hereunder to any Affiliate. Any attempted assignment in contravention of the  
30 foregoing restrictions on assignment or transfer shall be null and void. Subject to the two  
31 preceding sentences, this Agreement will apply to, be binding in all respects upon, and inure to  
32 the benefit of the successors, permitted assigns, heirs, executors, and personal representatives of  
33 the parties. Nothing expressed or referred to in this Agreement will be construed to give any  
34 Person other than the parties to this Agreement any legal or equitable right, remedy, or claim  
35 under or with respect to this Agreement or any provision of this Agreement. This Agreement  
36 and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this  
37 Agreement and their successors, permitted assigns, heirs, executors, and personal  
38 representatives.

39 12.4 Severability. If any provision of this Agreement is held invalid or  
40 unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will  
41 remain in full force and effect. Any provision of this Agreement held invalid or unenforceable



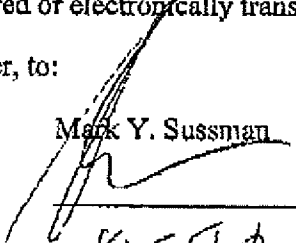
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1 only in part or degree will remain in full force and effect to the extent not held invalid or  
2 unenforceable.

3 12.5 Notice. All notices, requests, demands and other communications which  
4 any party to this Agreement may desire or be required to give hereunder shall be in writing and  
5 shall be deemed to have been duly given if delivered personally, by a reputable courier service  
6 which requires a signature upon delivery, by mailing the same by registered or certified first  
7 class mail, postage prepaid, return receipt requested, or by facsimile with receipt confirmation  
8 (followed by a first class mailing of the same) to the party to whom the same is so given or  
9 made. Such notice, request, demand, waiver, election or other communication will be deemed to  
10 have been given as of the date so delivered or electronically transmitted.

11 If to Seller or Owner, to:

12 Mark Y. Sussman  
13 

14 4205 Jonathan Ln

15 Harrisburg Pa 17110

16 With a copy to:

17 Robert E. Chernicoff, Esquire

18 2320 N. Second Street

19 Harrisburg, PA 17110

20  
21 If to Purchaser, to:

22 Alice Ellman

23 239 Schuyler Avenue

24 Kempton, PA 18704

25  
26 With a copy to:

27 Sandor Engel, Esquire

28 825 N. 12<sup>th</sup> Street

29 Allentown, PA 18102

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1 12.6 Section Headings, Construction. The headings of Sections in this  
2 Agreement are provided for convenience only and will not affect its construction or  
3 interpretation.

4 12.7 Governing Law. This Agreement will be governed by and construed as to  
5 its validity, interpretation, and effect by the laws of the Commonwealth of Pennsylvania without  
6 regard to its principles pertaining to conflict of laws. **THE PARTIES HERETO AGREE**  
7 **THAT VENUE IN ANY AND ALL PROCEEDINGS RELATED TO THE SUBJECT**  
8 **MATTER OF THIS AGREEMENT SHALL BE IN THE STATE AND FEDERAL**  
9 **COURTS IN THE COMMONWEALTH OF PENNSYLVANIA, WHICH COURTS**  
10 **SHALL HAVE EXCLUSIVE JURISDICTION FOR SUCH PURPOSE, AND THE**  
11 **PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION**  
12 **OF SUCH COURTS AND IRREVOCABLY WAIVE THE DEFENSE OF AN**  
13 **INCONVENIENT FORUM TO THE MAINTENANCE OF ANY SUCH PROCEEDING.**  
14 **SERVICE OF PROCESS MAY BE MADE IN ANY MANNER RECOGNIZED BY SUCH**  
15 **COURTS.**

16 12.8 Waiver of Jury Trial. **EACH PARTY HERETO IRREVOCABLY AND**  
17 **UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT SUCH PARTY MAY**  
18 **LEGALLY AND EFFECTIVELY DO SO, TRIAL BY JURY IN ANY PROCEEDING**  
19 **ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE**  
20 **CONTEMPLATED TRANSACTIONS.**

21 12.9 Counterparts: Signature by Facsimile. This Agreement may be executed  
22 in two or more counterparts, each of which will be deemed to be an original of this Agreement  
23 and all of which, when taken together, will be deemed to constitute one and the same agreement.  
24 Any party to this Agreement may deliver an executed copy hereof and of any of the Related  
25 Agreements by facsimile or PDF transmission to another party hereto or thereto and any such  
26 delivery shall have the same force and effect as any other delivery of a manually signed copy of  
27 this Agreement or of any other Related Agreement.

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

30  
31 Youth Centre, Inc.  
32  
33  
34

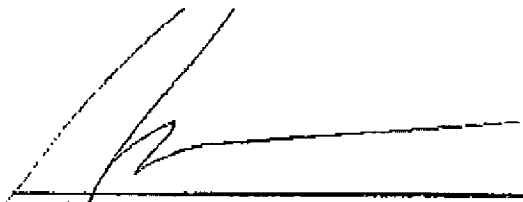
35 By \_\_\_\_\_  
36 Name: *Maria V. Sullivan*  
37 Title: *President*  
38  
39  
40  
41  
42

("Seller")

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\_\_\_\_\_  
Mark Y. Sussman

("Owner")

Broadway Dreams, Ltd. d/b/a All About Dance

By Alice E. Ellman

Name: Alice Ellman

Title: President

("Purchaser")

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Assignment") is made on December 31, 2007, by and between Youth Centre Inc., d/b/a Dance Distributors ("Assignor"), a Pennsylvania corporation,

**A N D**

Broadway Dreams, Ltd. d/b/a All About Dance ("Assignee"), a Pennsylvania corporation.

BACKGROUND

A. Assignor and Assignee executed a December 21, 2007 Asset Purchase Agreement by and between Assignor as Seller (and Mark Y. Sussman as Owner) and Assignee as Buyer (the "Agreement") which, *inter alia* (in paragraph 1.1.32) requires Assignor to transfer to Assignee certain Trademarks.

Assignor desires to assign to Assignee, and Assignee desires to assume, all of the rights and obligations of Assignor in the Trademarks (as such term is defined in the Agreement).

NOW, THEREFORE, THIS ASSIGNMENT, WITNESSETH, that for and in consideration of the Background above, which is deemed by the parties to be a material and substantive part of this Assignment, the promises herein and for other good and valuable consideration, hand paid, the receipt and sufficiency of which are hereby acknowledged by the parties, Assignor and Assignee agree as follows:

1. Assignment by Assignor.

Assignor hereby assigns, transfers, sells and conveys unto Assignee, and Assignee hereby accepts the assignment, title, transfer, sale and conveyance of all of Assignor's right, title and interest in the Trademarks and will comply with whatever documentation is required by the United States Patent and Trademark Office to effect such assignment.

2. Assumption by Assignee.

By execution hereof, Assignee hereby assumes and agrees to perform all duties, obligations and responsibilities of Assignor under or in connection with the Trademarks.

3. Mutual Indemnification.

a. Assignor shall defend, indemnify and hold Assignee harmless from and against any causes of action, claims, demands, losses, liabilities, costs, damages, expenses and fees (including, but not limited to, reasonable attorneys' fees) incurred or suffered by Assignee as a result of Assignor's failure to perform, at any time prior to the date hereof, any of Assignor's obligations under or in connection with the Trademarks.

b. Assignee shall defend, indemnify and hold Assignor harmless from and against any causes of action, claims, demands, losses, liabilities, costs, damages, expenses and fees (including, but not limited to, reasonable attorneys' fees) incurred or suffered by Assignor as a result of Assignee's failure to perform, from and after the date hereof, any of Assignee's obligations under or in connection with the Trademarks.

4. Successors. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Applicable Law. This Assignment shall be interpreted and construed in accordance with the laws of Pennsylvania.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment or any counterpart may be executed and delivered by facsimile transmission with an executed hard copy to follow.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on the day and year first above written.

WITNESS:



WITNESS:

\_\_\_\_\_

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ASSIGNOR:

Youth Centre Inc., d/b/a Dance Distributors

By: Mark Y. Sussman  
President

ASSIGNEE:

Broadway Dreams, Ltd. d/b/a All About Dance

Alice E. Ellman  
By: Alice E. Ellman  
President