

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment to Existing Assignment (See Reel 2752, pg. 601, recorded on 6/11/03)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ballet Makers, Inc.		07/21/2009	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	One Garret Mountain Plaza		
City:	West Paterson		
State/Country:	NEW JERSEY		
Postal Code:	07424		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	2741126	OVERS & UNDERS	
Registration Number:	2779518	HARMONIE	
Registration Number:	3068877	HEALING WITH DANCE	
Registration Number:	3088567	POWER POINTE CONSTRUCTION	
Registration Number:	3096574	DANSLEEKER	
Registration Number:	3041263	TELE TONE JR.	
Registration Number:	3482081	FUTURE STAR	
Registration Number:	3144418	MANDARA	
Registration Number:	3030407	BUNHEADS	
Registration Number:	2158866	BUNHEADS	
Registration Number:	2158867		
Registration Number:	2509553	BUNION BUSTER	
Registration Number:	2638379	JELLY TIPS	

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TRADEMARK
 REEL: 004030 FRAME: 0964

CH \$665.00 2741126

Registration Number:	2597192	OUCH POUCH JR.
Registration Number:	2492540	SPACE PACK
Registration Number:	2546619	THE BIG TIP
Registration Number:	2514877	FLEXERS
Registration Number:	2611772	JELLY TOES
Registration Number:	2597196	OUCH POUCH
Registration Number:	2884364	CEILI CUSHIONS
Registration Number:	2886621	JITTERBUG GELS
Registration Number:	2995133	PRO PAD
Registration Number:	3028624	DREAM DANCER
Registration Number:	3112048	JELLY TUBE
Registration Number:	2576003	FL FRONTLINE
Serial Number:	77755923	DANCEFRESH

CORRESPONDENCE DATA

Fax Number: (973)966-1015

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 973-966-8328

Email: yeuston@daypitney.com

Correspondent Name: Ylonda Cook-Euston

Address Line 1: 200 Campus Drive

Address Line 4: Morristown, NEW JERSEY 07962

ATTORNEY DOCKET NUMBER:	462769.122700 BALLET MAK
NAME OF SUBMITTER:	Ylonda Cook-Euston
Signature:	/Ylonda Cook-Euston/
Date:	07/23/2009

Total Attachments: 6

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**FIRST AMENDMENT TO RIDER TO AMENDED AND RESTATED
SECURITY AGREEMENT-TRADEMARKS**

THIS FIRST AMENDMENT TO RIDER TO AMENDED and RESTATED SECURITY AGREEMENT-TRADEMARKS (this **"First Amendment"**) is made as of July 21, 2009, by **BALLET MAKERS, INC.** (the **"Grantor"**), to and in favor of **PNC BANK, NATIONAL ASSOCIATION** (the **"Bank"**).

BACKGROUND

A. The Grantor has executed and delivered to Bank that certain Amended and Restated Security Agreement-Trademarks dated as of May 15, 2003 (the **"Agreement"**), which granted to Bank a lien and security interest in and to all of the Grantor's Trademarks, together with all the goodwill and other tangible assets of the Grantor associated with and represented by the Trademarks, and the non-intent to use applications for and registration thereof, including without limitation, license royalties and proceeds of infringement suits, as more particularly defined and described in the Agreement as security for some or all of the Grantor's obligations to the Bank for one or more loans or other extensions of credit (the **"Obligations"**).

B. The Agreement was recorded in the United States Patent and Trademark Office on June 11, 2003, in Reel 2752, Page 601.

C. Pursuant to Section 8 of the Agreement the Grantor has agreed, inter alia, that (i) the provisions of the Agreement would automatically apply to any new Trademarks, and (ii) upon the creation or acquisition by the Grantor of any Trademarks, the Grantor would execute all appropriate agreements, instruments and documents as Bank may reasonably request.

D. In accordance with the terms and conditions of the Agreement, the Grantor has notified Bank that the Grantor has created or acquired additional Trademarks.

E. The Grantor and Bank have agreed that the Agreement be amended to include such additional Trademarks and the goodwill associated thereto or represented thereby, and to attach hereto a supplement to Schedule A of the Agreement so as to memorialize the agreement of the parties hereto that such additional Trademarks and the goodwill associated thereto or represented thereby shall constitute a part of the property subject to the provisions of the Agreement.

F. The Grantor and Bank desire to amend the Agreement as provided for in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1. The Company, for itself and its successors and assigns does hereby transfer, assign, and set over unto Bank, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and the goodwill associated thereto or represented thereby, described on Supplemental Schedule A annexed hereto, and all products and proceeds thereof and all rights and proceeds associated therewith.

2. Trademarks identified on Supplemental Schedule A annexed hereto shall be and constitute a part of the Trademarks referenced in and subject to the provisions of the Agreement.

3. This First Amendment is deemed incorporated into the Agreement. Any initially capitalized terms used in this First Amendment without definition shall have the meanings assigned to those terms in the Agreement.

4. The Grantor hereby certifies that: (a) no consent, approval, order or authorization of, or registration or filing with, any third party is required in connection with the execution, delivery and carrying out of this First Amendment or, if required, has been obtained, and (b) this First Amendment has been duly authorized, executed and delivered so that it constitutes the legal, valid and binding obligation of the Company, enforceable in accordance with its terms. The Grantor confirms that the Obligations remain outstanding without defense, set off, counterclaim, discount or charge of any kind as of the date of this First Amendment.

5. This First Amendment will be binding upon and inure to the benefit of the Grantor and Bank and their respective heirs, executors, administrators, successors and assigns.

6. This First Amendment has been delivered to and accepted by Bank and will be deemed to be made in the State of New Jersey. This First Amendment will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New Jersey, excluding its conflict of laws rules.

7. Except as amended hereby, the terms and provisions of the Agreement remain unchanged, are and shall remain in full force and effect unless and until modified or amended in writing in accordance with their terms, and are hereby ratified and confirmed reserved).

[SIGNATURE PAGE FOLLOWS]

WITNESS the due execution of this First Amendment as a document under seal as of the date first written above.

BALLET MAKERS, INC.

By: Michael A. Terlizzi
Print/Name: Michael Terlizzi
Print Title: President

[SIGNATURE PAGE TO FIRST AMENDMENT TO
RIDER TO AMENDED AND RESTATED
SECURITY AGREEMENT-TRADEMARKS]

STATE OF New Jersey)
COUNTY OF ESSEX)

ss:

On this, the 20th day of July, 2009, before me, a Notary Public, personally appeared Michael Terlizzi, who acknowledged himself to be the President of Ballet Makers, Inc., a New York corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Cherilyn Martinez
Notary Public

CHERYLYN MARTINEZ
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES NOVEMBER 21, 2013

My commission expires:

SCHEDULE A

TRADEMARKS

<u>TRADEMARK NAME</u>	<u>APPLICATION/ REGISTRATION NUMBER</u>	<u>APPLICATION/ REGISTRATION DATE</u>
OVERS & UNDERS	2,741,126	7/29/03
HARMONIE	2,779,518	11/4/03
HEALING WITH DANCE	3,068,877	3/14/06
POWER POINTE CONSTRUCTION	3,088,567	5/2/06
DANSLEEKER	3,096,574	5/23/06
TELE TONE JR.	3,041,263	1/10/06
FUTURE STAR	3,482,081	8/5/08
MANDARA	3,144,418	9/19/06
BUNHEADS, INC.	3030407	12/13/05
BUNHEADS, INC.	2158866	5/19/98
SILHOUETTE DESIGN	2158867	5/19/98
BUNION BUSTER	2509553	11/20/01
JELLY TIPS	2638379	10/22/02
OUCH POUCH JR.	2597192	7/23/02
SPACE PACK	2492540	9/25/01
THE BIG TIP	2546619	3/12/02
FLEXERS	2514877	12/4/01
JELLY TOES	2611772	8/27/02
OUCH POUCH	2597196	7/23/02

<u>TRADEMARK NAME</u>	<u>APPLICATION/ REGISTRATION NUMBER</u>	<u>APPLICATION/ REGISTRATION DATE</u>
CEILI CUSHIONS	2884364	9/14/02
JITTERBUG GELS	2886621	9/21/04
PRO PAD	2995133	9/13/05
DREAMDANCER	3028624	12/13/05
JELLY TUBE	3112048	7/4/06
DANCEFRESH	77755923	6/10/09
FL FRONTLINE	2576003	6/4/02