

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.		12/10/2009	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	OneGarret Mountain Plaza		
City:	West Paterson		
State/Country:	NEW JERSEY		
Postal Code:	07924		
Entity Type:	Bank: NEW JERSEY		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	546042	CAPEZIO	
Registration Number:	662280	CAPEZIO	
Registration Number:	893346	CAPEZIO	
Registration Number:	1037076	CAPEZIO	
Registration Number:	1135803	LITTLE CAPEZIO	
Registration Number:	1290790	CAPEZIO	
Registration Number:	1826413	CAPEZIO	
Registration Number:	3619026	CAPEZIO'S BEEN DANCING SINCE 1887	
Serial Number:	77847713	LITTLE CAPEZIO	
Serial Number:	77847719	MISS CAPEZIO	
Serial Number:	77799817	CAPEZIO	
CORRESPONDENCE DATA			
Fax Number:	(973)966-1015		

900167517

TRADEMARK
REEL: 004246 FRAME: 0444

CH \$290.00 546042

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

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Email: yeuston@daypitney.com
Correspondent Name: Michael P. Turner, Esq.
Address Line 1: P.O. Box 1945
Address Line 4: Morristown, NEW JERSEY 07962

ATTORNEY DOCKET NUMBER:	462769.122700 (BALLET)
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NAME OF SUBMITTER:	Michael P. Turner
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Signature:	/Michael P. Turner/
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Date:	07/21/2010
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Total Attachments: 8

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

THIS SECOND AMENDMENT TO RIDER TO AMENDED and RESTATED SECURITY AGREEMENT-TRADEMARKS (this **"Second Amendment"**) is made as of ~~November~~^{December} 15, 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, as amended by that certain First Amendment to the Rider to Amended and Restated Security Agreement-Trademarks dated as of July 21, 2009 (collectively, 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 Amended and Restated Security Agreement-Trademarks, dated as of May 15, 2003 was recorded in the United States Patent and Trademark Office on June 11, 2003, in Reel 2752, Page 601. The First Amendment to Rider to Amended and Restated Security Agreement-Trademarks, dated as of July 21, 2009, was recorded in the United States Patent and Trademark Office on July 23, 2009, in Reel 4030, Page 964.

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 Second 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 Second Amendment is deemed incorporated into the Agreement. Any initially capitalized terms used in this Second 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 Second Amendment or, if required, has been obtained, and (b) this Second 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 Second Amendment.

5. This Second 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 Second Amendment has been delivered to and accepted by Bank and will be deemed to be made in the State of New Jersey. This Second 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 Second Amendment as a document under seal as of the date first written above.

BALLET MAKERS, INC.

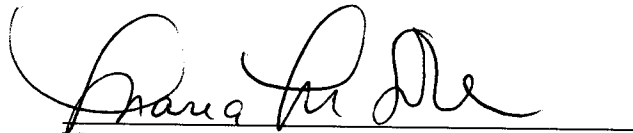
By: Michael Terlizzi
Print Name: Michael Terlizzi
Print Title: President

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

STATE OF New Jersey
COUNTY OF Morris) SS:

On this, the 13 day of July, ²⁰¹⁰~~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.


Notary Public

My commission expires:

MARIA M. SOLE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES
4/16/2014

Schedule A

A. U.S. Trademark Registrations

Registration No.	Mark	Class / Category
546,042	CAPEZIO	25 / shoes
662,280	CAPEZIO	25 / clothing, footwear
893,346	CAPEZIO (stylized)	25 / shoes, tights, leotards
1,037,076	CAPEZIO	42 / retail store services
1,135,803	LITTLE CAPEZIO	25 / footwear
1,290,790	CAPEZIO (stylized)	9 / sunglasses & eyeglass frames
1,826,413	CAPEZIO	25 / clothing
3,619,026	CAPEZIO'S BEEN DANCING SINCE 1887	25 / taps

B. Foreign Trademark Registrations

Country	Registration No.	Mark	Class / Category
Argentina	2,199,532	CAPEZIO	25 / shoes
Australia	A116,425	CAPEZIO	25 / shoes
Australia	657,221	CAPEZIO	18 / leather goods and bags
Austria	142,737	CAPEZIO	25 / ballet shoes and accessories
Bahamas	15,255	CAPEZIO	38 / ballet shoes and accessories
Benelux	301,870	CAPEZIO	25 / shoes
Bermuda	4,426	CAPEZIO	25 / footwear
Canada	UCA43781	CAPEZIO	25 / shoes

Country	Registration No.	Mark	Class / Category
Canada	TMA249,523	CAPEZIO	42 / retail store services
Canada	TMA296,757	CAPEZIO	18 / handbags
Chile	642,513	CAPEZIO	25 / dancewear
China	3289954	CAPEZIO	25 / footwear
Columbia	329195	CAPEZIO	25 / footwear
Denmark	761/1977	CAPEZIO	25 / all goods
Dominican Republic	11,735	CAPEZIO	45 / footwear
Ecuador	3943-93	CAPEZIO	25 / ballet shoes and accessories
Finland	126,475	CAPEZIO	25 / ballet shoes and accessories
France	1,591,892	CAPEZIO	18,24,25 / footwear
Germany	712,838	CAPEZIO	25 / shoes
Greece	43,207	CAPEZIO	25 / footwear
Guatemala	165320	CAPEZIO	25 / ballet shoes and accessories
Haiti	196/138	CAPEZIO	25 / ballet shoes and accessories
Honduras	90733	CAPEZIO	25 / ballet shoes and accessories
Hong Kong	B1507/1962	CAPEZIO	25 / footwear
Hong Kong	A1370/1987	CAPEZIO	25 / clothing and footwear
Iceland	921/1992	CAPEZIO	25 / ballet shoes and accessories
Ireland	90,060	CAPEZIO	25 / clothing and footwear
Israel	83174	CAPEZIO	25 / ballet shoes and accessories
Italy	1,034,465	CAPEZIO	25 / shoes
Jamaica	26,087	CAPEZIO	25 / ballet shoes and accessories

Country	Registration No.	Mark	Class / Category
Japan	3,206,249	CAPEZIO in Katakana	25 / clothing and shoes
Japan	4,134,177	CAPEZIO	25 / shoes
Korea	96,501	CAPEZIO	27 / ballet shoes and accessories
Korea	286,319	CAPEZIO	45 / women=s clothes
Lebanon	58,460	CAPEZIO	25 / ballet shoes and accessories
Mexico	453,198	CAPEZIO	42 / retail store services
Morocco	55,402	CAPEZIO	25 / ballet shoes and accessories
Netherlands Antilles	00,267	CAPEZIO	25 / shoes and clothing
Norway	98,373	CAPEZIO	25 / dancewear
Panama	121,114-01	CAPEZIO	25 / footwear, dance accessories
Peru	95,097	CAPEZIO	25 / footwear
Philippines	41992083194	CAPEZIO	25 / footwear, dance accessories
Portugal	199,936	CAPEZIO	25 / shoes
Singapore	T92/03151D	CAPEZIO	25 / ballet shoes and accessories
South Africa	695,741	CAPEZIO	25 / shoes
South Africa	2268/57	CAPEZIO	25 / footwear, dance accessories
Spain	604,416	CAPEZIO	25 / shoes
Sweden	243,609	CAPEZIO	25 / ballet shoes and accessories
Switzerland	302,873	CAPEZIO	25 / shoes
Taiwan	93,045	CAPEZIO	48 / footwear
Taiwan	692,560	CAPEZIO	25 / clothing

Country	Registration No.	Mark	Class / Category
Taiwan	707,336	CAPEZIO	18 / wallets, handbags
Taiwan	717,023	CAPEZIO	26 / zippers, buttons, etc.
Tangiers	10,135	CAPEZIO	25 / shoes
Thailand	KOR8094	CAPEZIO	25 / shoes
Trinidad	20,730	CAPEZIO	25 / ballet shoes and accessories
United Kingdom	713,741	CAPEZIO	25 / ballet shoes and accessories
United Kingdom	1,527,701	CAPEZIO	25 / clothing and footwear
Uruguay	271,898	CAPEZIO	25 / ballet shoes and accessories
U.S. Virgin Islands	US662280/VI689 7	CAPEZIO	25 / clothing and footwear

C. Pending U.S. Trademark Applications

Application No.	Mark	Class / Category
77/847,713	LITTLE CAPEZIO	25 / clothing and footwear
77/847,719	MISS CAPEZIO	25 / clothing and footwear
77/799,817	CAPEZIO	14 / jewelry

D. Pending Foreign Trademark Applications

Country	Application No.	Mark	Class / Category
Brazil	821234811	CAPEZIO	25 / ballet shoes and accessories
China	7381226	CAPEZIO (Chinese Characters)	25 / clothing and footwear