

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Third Amendment to Rider to Amended and Restated Security Agreement - Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ballet Makers, Inc.		08/29/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	One Garret Mountain Plaza Road		
City:	Woodland Park		
State/Country:	NEW JERSEY		
Postal Code:	07424		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	77819689	BRATEK	
Serial Number:	85168181	BRATEK 2	
Serial Number:	85975628	C	
Serial Number:	77981560	C EST. 1887	
Serial Number:	77836372	CAROUSEL COLLECTION	
Serial Number:	77837300	DANCELOGIC	
Serial Number:	77784855	DANCING SINCE 1887	
Serial Number:	85160254	FIZZION	
Serial Number:	77782736	THONGZ	
Serial Number:	85416740	SNAKESPIKE	
Serial Number:	85029669	THE ICON OF DANCE	
Serial Number:	85049262	CAPEZIO	
Serial Number:	85590874	LOVE BALLET	
Serial Number:	85360617	CAPEZIONNEWYORK	

TRADEMARK

Serial Number:	85288611	CAPEZIO NEW YORK
Serial Number:	85355082	SALVATORE CAPEZIO THEATER
Serial Number:	85195266	FEEL THE FLOOR
Serial Number:	77847719	MISS CAPEZIO
Serial Number:	77847713	LITTLE CAPEZIO
Serial Number:	77799817	CAPEZIO

#### CORRESPONDENCE DATA

Fax Number: 9736240808

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 973-7351604

Email: ylonda.cook-euston@wilsonelser.com

Correspondent Name: Michael P. Turner, Esq.

Address Line 1: 200 Campus Drive

Address Line 2: 4th Floor

Address Line 4: Florham Park, NEW JERSEY 07932

ATTORNEY DOCKET NUMBER:	13748.00015 (PNC/BALLET)
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NAME OF SUBMITTER:	Ylonda Cook-Euston
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Signature:	/Ylonda Cook-Euston/
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Date:	09/04/2012
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#### Total Attachments: 7

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

**THIS THIRD AMENDMENT TO RIDER TO AMENDED and RESTATED SECURITY AGREEMENT-TRADEMARKS** (this **"Third Amendment"**) is made as of August 29, 2012 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, and as amended by that certain Second Amendment to the Rider to Amended and Restated Security Agreement-Trademarks dated as of December 10, 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. The Second Amendment to Rider to Amended and Restated Security Agreement-Trademarks, dated as of December 10, 2009, was recorded in the United States Patent and Trademark Office on July 21, 2010, in Reel 4246, Page 444.

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

5. This Third 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 Third Amendment has been delivered to and accepted by Bank and will be deemed to be made in the State of New Jersey. This Third 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 Third 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 and Chief Executive Officer

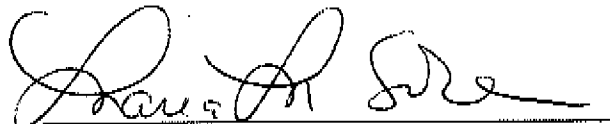
[SIGNATURE PAGE TO THIRD AMENDMENT TO  
RIDER TO AMENDED AND RESTATED  
SECURITY AGREEMENT-TRADEMARKS]

STATE OF NY  
COUNTY OF Morris

ss:

On this, the 27 day of August, 2012, before me, a Notary Public, personally appeared Michael Terlizzi, who acknowledged himself to be the President and Chief Executive Officer 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

[ACKNOWLEDGMENT PAGE TO THIRD AMENDMENT TO  
RIDER TO AMENDED AND RESTATED SECURITY AGREEMENT-  
TRADEMARKS]

SCHEDULE A

TRADEMARKS

**SEE ATTACHED**



Ballet Makers, Inc.

**SUPPLEMENTAL SCHEDULE A TO RIDER TO SECURITY AGREEMENT - TRADEMARKS**

**REGISTERED TRADEMARKS**

Country	Serial number	Registration number
United States	77819689	3819722
United States	85168181	4071759
United States	85975628	4043465
United States	77981560	3952331
United States	77836372	3781128
United States	77837300	3839204
United States	77784855	3862626
United States	85160254	4013948
United States	77782736	3836332

TRADEMARK APPLICATIONS	Serial Number	Registration Number
United States	85416740	
United States	85029669	
United States	85049262	
United States	85590874	
United States	85360617	
United States	85288611	
United States	85355082	
United States	85195266	
United States	77847719	
United States	77847713	
United States	77799817	

Word/Mark
BRATEK
BRATEK 2
C (stylized)
C EST. 1887 (stylized)
CAROUSEL COLLECTION
DANCELOGIC
DANCING SINCE 1887
FIZZION
THONGZ
Word/Mark
SNAKESPINE
THE ICON OF DANCE
CAPEZIO
LOVE BALLET (& DESIGN)
CAPEZIONEWYORK
CAPEZIO NFW YORK
SALVATORE CAPEZIO THEATER
FEEL THE FLOOR
MISS CAPEZIO
LITTLE CAPEZIO
CAPEZIO

**TRADEMARK**

**RECORDED: 09/04/2012**

**REEL: 004855 FRAME: 0217**