

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bill of Sale, Assignment and Assumption Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Broadway Dreams, Ltd.		11/30/2010	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	The Hill Family Corporation		
Street Address:	5065 E. Hunter Avenue		
City:	Anaheim		
State/Country:	CALIFORNIA		
Postal Code:	92807		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2822651	ALL ABOUT DANCE	
Registration Number:	1780687	DANCE DISTRIBUTORS	
Registration Number:	1774536	DANCE DISTRIBUTORS	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Brandon C. Gruner, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	24371-1000		
NAME OF SUBMITTER:	Brandon C. Gruner		

CH \$90.00 2822651

Signature:	/Brandon C. Gruner/
Date:	10/04/2013
Total Attachments: 5 source=Broadway Dreams BOS_ tm#page1.tif source=Broadway Dreams BOS_ tm#page2.tif source=Broadway Dreams BOS_ tm#page3.tif source=Broadway Dreams BOS_ tm#page4.tif source=Broadway Dreams BOS_ tm#page5.tif	

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale, Assignment And Assumption Agreement (this "Agreement") is executed and delivered effective as of November 30, 2010, by Broadway Dreams, Ltd., a Pennsylvania corporation (the "Company"), and The Hill Family Corporation, a California corporation (the "Purchaser").

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement dated November 30, 2010 by and among the Company and the Purchaser (the "Purchase Agreement"), the Company desires to sell to the Purchaser and the Purchaser wishes to purchase from the Company, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, the Purchased Assets (as defined in the Purchase Agreement), subject to the assumption by Purchaser of the Assumed Liabilities (as defined in the Purchase Agreement);

NOW, THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Conveyance of Assets. The Company does hereby sell, grant, convey, assign, transfer and deliver to the Purchaser all right, title and interest of Company in and to all of the Purchased Assets, subject to the Assumed Liabilities.
2. Assumption of Liabilities. The Purchaser does hereby assume and agree to pay, discharge and perform, as appropriate, the Assumed Liabilities in accordance with and to the extent required by the terms of the Purchase Agreement.
3. Power of Attorney. The Company hereby constitutes and appoints the Purchaser its true and lawful attorney-in-fact, with full power of substitution of the Purchaser in the name or stead of the Company (a) to demand, collect, and receive for the account of the Company or the Purchaser any or all of the Purchased Assets hereby sold, granted, conveyed, transferred, assigned, and delivered to the Purchaser or intended so to be; (b) from time to time to institute or prosecute, in the name of the Company or otherwise, all proceedings that the Purchaser, in its sole discretion, may deem necessary or convenient in order to realize upon, affirm, or obtain title to or possession of, or to collect, assert, or enforce any claim, right or title of any kind in or to the Purchased Assets; (c) to endorse the name of the Company on any and all checks, notes, drafts or other instruments of commercial paper that may be payable or endorsed to the order or orders of the Company and that constitute or represent all or any part of the Purchased Assets; (d) to defend and compromise any and all actions, suits or proceedings in respect of any of the Purchased Assets; and (e) to do all such other acts and things in relation to the Purchased Assets as Purchaser, in its sole discretion, deems desirable. The Company agrees that the foregoing powers are coupled with an interest and shall not be revocable by the Company for any reason whatsoever.
4. Execution and Delivery of Instruments. The Company shall duly execute and

deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and all notices, releases, acquittances and other documents that may be necessary more fully to grant, convey, transfer, assign, and deliver to and vest in the Purchaser the Purchased Assets hereby granted, conveyed, transferred, assigned, and delivered or intended so to be.

5. Conflict. Nothing in this Agreement supersedes or extinguishes any of the obligations, agreements, covenants or warranties of the Company or the Purchaser contained in the Purchase Agreement. If any conflict exists between this Agreement and the Purchase Agreement, then the terms of the Purchase Agreement shall govern and control.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Company and Purchaser have caused this Agreement to be executed and delivered as of the date first above written.

COMPANY:

Broadway Dreams, Ltd.,
a Pennsylvania corporation

By: Alice E. Ellman
Alice Ellman, President

By: [Signature]
Christopher D. Nash, Secretary

PURCHASER:

The Hill Family Corporation,
A California corporation

By: _____
Title: Brian D. Hill, Chief Executive Officer

By: _____
Title: Rhonda Hill-Tolar, Secretary

Signature page to Bill of Sale, Assignment And Assumption Agreement

IN WITNESS WHEREOF, Company and Purchaser have caused this Agreement to be executed and delivered as of the date first above written.

COMPANY:

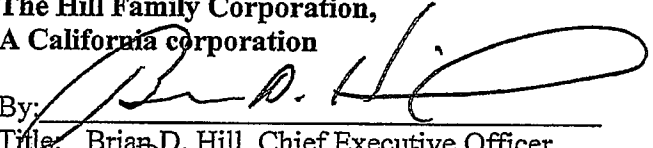
**Broadway Dreams, Ltd.,
a Pennsylvania corporation**

By _____
Alice Ellman, President

By: _____
_____, Secretary

PURCHASER:

**The Hill Family Corporation,
A California corporation**

By: 
Title: Brian D. Hill, Chief Executive Officer

By: 
Title: Rhonda Hill-Tolar, President

Signature page to Bill of Sale, Assignment And Assumption Agreement

EXHIBIT A

Purchased Assets: Registered United States Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ALL ABOUT DANCE	2822651	March 16, 2004
DANCE DISTRIBUTORS (word)	1780687	July 6, 1993
DANCE DISTRIBUTORS (word + design)	1774536	June 1, 1993