

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	General Conveyance, Bill of Sale, Assignment and Assumption

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Hill's Family Coropration		10/04/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Discount Dance, LLC
Street Address:	425 Park 20 W
City:	Grovetown
State/Country:	GEORGIA
Postal Code:	30813
Entity Type:	Limited Liability Company: Delaware

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2840314	DISCOUNT DANCE SUPPLY
Registration Number:	2822651	ALL ABOUT DANCE
Registration Number:	1780687	DANCE DISTRIBUTORS
Registration Number:	1774536	DANCE DISTRIBUTORS

CORRESPONDENCE DATA

Fax Number: 2129096836
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 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
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CH \$115.00 2840314

NAME OF SUBMITTER:	Brandon C. Gruner
Signature:	/Brandon C. Gruner/
Date:	10/08/2013
Total Attachments: 6 source=Discount Dance_Bill of Sale _Executed#page1.tif source=Discount Dance_Bill of Sale _Executed#page2.tif source=Discount Dance_Bill of Sale _Executed#page3.tif source=Discount Dance_Bill of Sale _Executed#page4.tif source=Discount Dance_Bill of Sale _Executed#page5.tif source=Discount Dance_Bill of Sale _Executed#page6.tif	

GENERAL CONVEYANCE, BILL OF SALE, ASSIGNMENT AND ASSUMPTION

This GENERAL CONVEYANCE, BILL OF SALE, ASSIGNMENT AND ASSUMPTION (“General Conveyance”) is made as of October 4, 2013, by and among The Hill’s Family Corporation, a California corporation (“Seller”), and Discount Dance, LLC, a Delaware limited liability company (“Buyer”). All capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement (as hereinafter defined).

RECITALS

WHEREAS, Seller and Buyer entered into an Asset Purchase Agreement, dated as of the date hereof (the “Asset Purchase Agreement”); and

WHEREAS Seller has agreed to sell, transfer, assign and deliver to Buyer the Assets and Buyer has agreed to assume the Assumed Liabilities;

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Asset Purchase Agreement, Seller and Buyer agree as follows:

1.1 General Assignment; Bill of Sale. Seller hereby sells, transfers, assigns and delivers to Buyer free and clear of all Liens, and Buyer accepts and purchases from Seller, all of the Assets, including the Assets that are the subject of Section 1.2 hereof.

1.2 Intellectual Property Assignment; Bill of Sale. Seller hereby sells, transfers, assigns and delivers to Buyer free and clear of all Liens, and Buyer accepts and purchases from Seller, all of the Intellectual Property Assets, but not limited to, (a) the registered United States trademarks set forth in Exhibit A, (b) all rights of priority in the Intellectual Property Assets in any country as may now or hereafter be granted to Seller by law, treaty or other international convention, and (c) all rights, interests, claims and demands recoverable in law or equity, that Seller has or may have in profits and damages for past, present and future infringements of the Intellectual Property Assets, including, but not limited to, the right to compromise, sue for and collect such profits and damages, such Assets to be held and enjoyed by Buyer, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if the foregoing sale, transfer and assignment had not been made.

1.3 Assumption of Assumed Liabilities. Buyer hereby assumes from Seller the Assumed Liabilities.

1.4 Subject to the Asset Purchase Agreement. Nothing in this General Conveyance shall supersede, amend, alter or modify (nor shall it be deemed or construed to supersede, amend, alter or modify) any of the terms or conditions of the Asset Purchase Agreement in any

manner whatsoever. In the event of any conflict between the provisions of this General Conveyance and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control and prevail.

1.5 Further Assurances. Each of Seller and Buyer will execute, acknowledge and deliver any other instruments of conveyance and transfer and take such other actions, including the execution and delivery of additional instruments, documents, conveyance or assurances, as shall be necessary or otherwise reasonably requested by the other party hereto to give effect to, or to evidence, confirm and assure, the transactions contemplated by this General Conveyance.

1.6 Deferred Assets. This Agreement shall not constitute the sale, assignment, transfer or contribution of any Asset the transfer of which remains subject to receipt of any permit, consent, authorization, approval or waiver as of the date hereof (a "Deferred Asset") or the assumption of any Assumed Liabilities related thereto until any necessary permit, consent, authorization, approval or waiver has been duly obtained, at which time such Deferred Assets shall automatically be sold, transferred, assigned and delivered to Buyer pursuant to this General Conveyance without any further action on the part of Seller or Buyer.

1.7 Headings. The headings and captions contained in this General Conveyance are for purposes of convenience only and shall not affect the meaning or interpretation hereof.

1.8 Governing Law. This General Conveyance shall be governed by the laws of the United States, in respect of intellectual property issues, and in all other respects, including as to validity, interpretation and effect, by the internal laws of the State of Delaware, without giving effect to the conflict of laws rules thereof to the extent that the application of the law of another jurisdiction would be required thereby. Buyer and Seller hereby submit to the exclusive jurisdiction of the Delaware Court of Chancery and the federal courts of the United States of America located in the State of Delaware solely in respect of the interpretation and enforcement of the provisions of this General Conveyance and of the documents referred to in this General Conveyance, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this General Conveyance or any of such documents may not be enforced in or by said courts, and Seller and Buyer irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in the Delaware Court of Chancery or Delaware federal court. Buyer and Seller hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 10.3 of the Asset Purchase Agreement, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

1.9 Binding Effect; No Other Beneficiaries. This General Conveyance shall be binding upon and inure to the benefit of Seller and Buyer and their respective heirs, successors


and permitted assigns. Nothing in this General Conveyance shall confer any rights upon any person or entity other than Seller and Buyer and their respective heirs, successors and permitted assigns.

1.10 Amendment; Waivers, etc. No amendment, modification or discharge of this General Conveyance, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this General Conveyance, nor the failure by either of the parties, on one or more occasions, to enforce any of the provisions of this General Conveyance or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that a party may otherwise have at law or in equity.

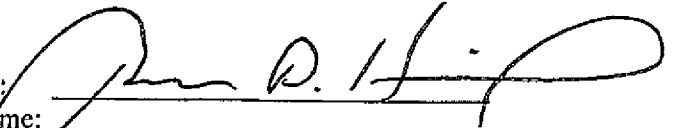
1.11 Counterparts. This General Conveyance may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this General
Conveyance as of the date first above written.

DISCOUNT DANCE, LLC

By: 
Name: W. Pat Harris
Title: Secretary, Treasurer and Vice
President, Finance and Administration

THE HILL'S FAMILY CORPORATION

By: 
Name: _____
Title: _____

[Signature Page to Bill of Sale]

EXHIBIT A

Registered United States Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
DISCOUNT DANCE SUPPLY	2840314	May 11, 2004
ALL ABOUT DANCE	2822651	March 16, 2004
DANCE DISTRIBUTORS (word)	1780687	July 6, 1993
DANCE DISTRIBUTORS (word + design)	1774536	June 1, 1993