

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM303807

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ballet Makers, inc.		04/30/2014	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	One Garret Mountain Plaza		
<b>City:</b>	Woodland Park		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07424		
<b>Entity Type:</b>	Financial Institution: UNITED STATES		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4480087	DW DANCERS WAREHOUSE	
<b>Registration Number:</b>	4246540	FEEL THE FLOOR	
<b>Registration Number:</b>	4392137	SALVATORE CAPEZIO THEATER	
<b>Registration Number:</b>	4219261	SNAKESPIKE	
<b>Registration Number:</b>	4372714	CAPEZIONEWYORK	
<b>Registration Number:</b>	4272622	THE ICON OF DANCE	
<b>Serial Number:</b>	85973229	C	
<b>Serial Number:</b>	86019454	CAPEZIO	
<b>Serial Number:</b>	85969362	CAPEZIO ACTIVE	
<b>Serial Number:</b>	85969343	CAPEZIO SPORT	
<b>Serial Number:</b>	85958636	CAPEZIO STUDIO	
<b>Serial Number:</b>	85868560	CAPEZIO.COM	
<b>Serial Number:</b>	86114895	DANCE ACTIVE	
<b>Serial Number:</b>	86102814	EMBRACE YOUR INNER BALLERINA	
<b>Serial Number:</b>	85890155	FUTURE STAR ACTIVE	
<b>Serial Number:</b>	85935453	LITTLE MISS CAPEZIO	
<b>Serial Number:</b>	85973206	STUDIO BY CAPEZIO EST. 1887.	
<b>Serial Number:</b>	86069563	STUDIODRI	
<b>Serial Number:</b>	86129662	TAPSONIC	

OP \$490.00 4480087

**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:** 9737356128**Email:** michael.turner@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 07932-0668

<b>ATTORNEY DOCKET NUMBER:</b>	13748.15 PNC/BALLET MAKER
--------------------------------	---------------------------

<b>NAME OF SUBMITTER:</b>	Michael P. Turner
---------------------------	-------------------

<b>SIGNATURE:</b>	/Michael P. Turner, Esq./
-------------------	---------------------------

<b>DATE SIGNED:</b>	05/07/2014
---------------------	------------

**Total Attachments: 5**

source=Trademarks#page1.tif

source=Trademarks#page2.tif

source=Trademarks#page3.tif

source=Trademarks#page4.tif

source=Trademarks#page5.tif

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

**THIS FOURTH AMENDMENT TO RIDER TO AMENDED and RESTATED SECURITY AGREEMENT-TRADEMARKS** (this “**Third Amendment**”) is made as of April 30, 2014 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 (i) that certain First Amendment to the Rider to Amended and Restated Security Agreement-Trademarks dated as of July 21, 2009, (ii) that certain Second Amendment to the Rider to Amended and Restated Security Agreement-Trademarks dated as of December 10, 2009, and (iii) that certain Third Amendment to the Rider to Amended and Restated Security Agreement-Trademarks dated as of August 29, 2012 (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. The Third Amendment to Rider to Amended and Restated Security Agreement-Trademarks, dated as of August 29, 2012, was recorded in the United States Patent and Trademark Office on September 4, 2012, in Reel 4855, Page 0209.

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

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

BALLET MAKERS, INC.

By: Marc Terlizzi  
Print Name: Marc Terlizzi  
Print Title: Co-Chief Executive Officer

STATE OF NJ )  
COUNTY OF Morris ) ss:

On this, the 29 day of April, 2014, before me, a Notary Public, personally appeared Marc Terlizzi, who acknowledged himself to be a Co-Chief Executive Officer of Ballet Makers, Inc., a New York corporation, and that he, 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.

Diana R. Sole  
Notary Public

My commission expires:

MARIA M. SOLE  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES  
APRIL 16, 2019

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

## SCHEDULE A

### TRADEMARKS

**BALLET MAKERS, INC.**

#### REGISTERED

Country	Serial number	Registration number	Word/Mark
United States		4480087	DW DANCERS WAREHOUSE
United States		4246540***	FEEL THE FLOOR
United States		4392137	SALVATORE CAPEZIO THEATER
United States		4219261****	SNAKESPINE
United States		4372714*****	CAPEZIONEWYORK
United States		4272622*****	THE ICON OF DANCE

#### APPLICATIONS

Country	Serial Number	Registration Number	Word/Mark
United States	85973229		ANGELINA (BALLERINA LOGO)
United States	86019454		CAPEZIO
United States	85969362		CAPEZIO ACTIVE
United States	85969343		CAPEZIO SPORT
United States	85958636		CAPEZIO STUDIO
United States	85868560		CAPEZIO.COM
United States	86114895		DANCE ACTIVE
United States	86102814		EMBRACE YOUR INNER BALLERINA
United States	85890155		FUTURE STAR ACTIVE
United States	85935453		LITTLE MISS CAPEZIO
United States	85973206		STUDIO BY CAPEZIO EST. 1887
United States	86069563		STUDIODRI
United States	86129662		TAPSONIC

\* Previously reported as Application Number Z378076

\*\* Previously reported as Application Number 813964

\*\*\* Previously reported as Application Number 85195266

\*\*\*\* Previously reported as Application Number 85416740

\*\*\*\*\* Previously reported as Application Number 85979536

\*\*\*\*\* Previously reported as Application Number 85029669