

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM310201

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COSTUME GALLERY HOLDINGS, INC.		07/01/2014	CORPORATION: DELAWARE
COSTUME GALLERY, INC.		07/01/2014	CORPORATION: DELAWARE
ART STONE, INC.		07/01/2014	CORPORATION: DELAWARE
DANCE OLYMPUS, INC.		07/01/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company, as administrative agent		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3487202	COSTUME GALLERY	
Registration Number:	2608969	COSTUME GALLERY	
Registration Number:	2836527	ART STONE	
Registration Number:	1333256		
Registration Number:	2876155	COSTUMES ON DEMAND	
Registration Number:	3642681	DANCE SUPPLIES ON DEMAND	
Registration Number:	3927080	HIP HOP NUTCRACKER	
Registration Number:	2378299	INTERNATIONAL DANCE CHALLENGE	
Registration Number:	1205501	LA MENDOLA	
Registration Number:	4489014	LIKE NO OTHER COSTUME COMPANY IN THE WOR	
Registration Number:	2773396	PROFESSIONAL PLATTER TUTU	
Registration Number:	2758280	TEACHER'S CHOICE AWARD	
Registration Number:	1886139	THE COMPETITOR	
Registration Number:	3205308	THE PETITE PLATTER TUTU	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$365.00 3487202

Fax Number: 3126095005

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-609-7897

Email: hmill@vedderprice.com

Correspondent Name: Holly Miller

Address Line 1: 222 North LaSalle Street - 24th Floor

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	40180000040
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NAME OF SUBMITTER:	Holly Miller
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SIGNATURE:	/Holly Miller/
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DATE SIGNED:	07/09/2014
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Total Attachments: 5

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 1st day of July, 2014 among COSTUME GALLERY HOLDINGS, INC., a Delaware corporation ("Holdings"), COSTUME GALLERY, INC., a Delaware corporation ("Costume"), ART STONE, INC., a Delaware corporation ("Stone"), and DANCE OLYMPUS, INC., a Delaware corporation ("Dance Olympus" together with Holdings, Costume and Stone, collectively, the "Grantors" and each individually, a "Grantor") in favor of The PrivateBank and Trust Company, in its capacity as administrative agent for itself and the Lenders party to the Credit Agreement (defined below) ("Administrative Agent"):

W I T N E S S E T H:

WHEREAS, Costume, Stone, Dance Olympus (collectively, the "Borrowers"), Administrative Agent and Lenders are parties to a certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to the Borrowers by Lenders; and

WHEREAS, to induce Administrative Agent and the Lenders to enter into the Credit Agreement, Grantors agreed to execute and deliver to Administrative Agent that certain Reaffirmation of and Joinder to Guaranty and Collateral Agreement dated as of the date hereof, which reaffirms and amends that certain Guaranty and Collateral Agreement dated as of December 31, 2010 (as further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which each Grantor granted to Administrative Agent, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of the Grantors including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantors' trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Company under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantors hereby grant to Administrative Agent, for its benefit and the benefit of Lenders, and hereby reaffirm their prior grant pursuant to the Credit Agreement of, a continuing security interest in Grantors' entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

3. Restatement. This Agreement amends and restates in its entirety that certain Trademark Security Agreement dated as of December 31, 2010 by certain of the Grantors in favor of Administrative Agent (the "Original Security Agreement"). If there is any conflict or discrepancy between the provisions of the Original Security Agreement and this Agreement, the terms and provisions of this Agreement shall prevail. This Agreement shall constitute an amendment, restatement and/or reaffirmation, but not an extinguishment or termination, of the pledge and grant of a security interest in the Collateral by, and the covenants and obligations of, Grantors under the Original Security Agreement.

[Signature Page Follows]

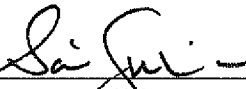
(Signature Page to Amended and Restated Trademark Security Agreement)

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

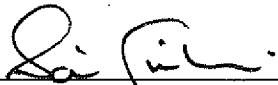
GRANTORS:

COSTUME GALLERY


HOLDINGS, INC., a Delaware corporation

By:  _____
Scott Gwilliam
Vice President


COSTUME GALLERY, INC., a Delaware corporation

By:  _____
Scott Gwilliam
Vice President

ART STONE, INC., a Delaware corporation

By:  _____
Scott Gwilliam
Vice President

DANCE OLYMPUS, INC., a Delaware corporation

By:  _____
Scott Gwilliam
Vice President

(Signature Page to Amended and Restated Trademark Security Agreement)


Agreed and Accepted As of the Date
First Written Above

**THE PRIVATEBANK AND TRUST
COMPANY**

By: 
Jennifer Dakoske
Managing Director

SCHEDULE A

TRADEMARK/SERVICEMARK REGISTRATIONS

Name of Owner	Trademark	Trademark Registration Number	Trademark Application Number
Costume Gallery, Inc.		3,487,202	2,608,969
Art Stone, Inc.	"Art Stone"	2836527	78/224158
Art Stone, Inc.	"Clown Face Design"	1333256	73/425062
Art Stone, Inc.	"Costumes on Demand"	2876155	76/447948
Art Stone, Inc.	"Dance Supplies On Demand"	3642681	77/599657
Art Stone, Inc.	"Hip Hop Nutcracker"	B3927080	77/810380
Art Stone, Inc.	"International Dance Challenge"	B2378299	75/788722
Art Stone, Inc.	"La Mendola"	1205501	73/190030
Art Stone, Inc.	"Like No Other Costume Company in the World"	4489014	85/597261
Art Stone, Inc.	"Professional Platter Tutu"	2773396	76/462390
Art Stone, Inc.	"Teacher's Choice Award"	2758280	76/402165
Art Stone, Inc.	"The Competitor"	1886139	74/466689
Art Stone, Inc.	"The Petite Platter Tutu"	3205308	78/712521