

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331691

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900314360		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ballet Makers, Inc.		01/29/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	One Garret Mountain Plaza		
City:	Woodland Park		
State/Country:	NEW JERSEY		
Postal Code:	07424		
Entity Type:	Bank: NEW JERSEY		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4656461	CAPEZIO	
Registration Number:	4548793	CAPEZIO.COM	
Registration Number:	4654120	EMBRACE YOUR INNER BALLERINA	
Serial Number:	86285079	CAPEZIO	
Serial Number:	86441177	CAPEZIO	
Serial Number:	86456393		
CORRESPONDENCE DATA			
Fax Number:	9736240808		
<i>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.</i>			
Phone:	9737356128		
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 07932-0668		
ATTORNEY DOCKET NUMBER:	13748.00015-PNC/BALLET		
NAME OF SUBMITTER:	Michael P. Turner		
SIGNATURE:	/Michael P. Turner, Esq./		

TRADEMARK

DATE SIGNED:	02/10/2015
Total Attachments: 7 source=Notice of Non-Recordation Trademarks#page1.tif source=Notice of Non-Recordation Trademarks#page2.tif source=Fifth Amendment-Trademarks#page1.tif source=Fifth Amendment-Trademarks#page2.tif source=Fifth Amendment-Trademarks#page3.tif source=Fifth Amendment-Trademarks#page4.tif source=Fifth Amendment-Trademarks#page5.tif	

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM330695

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ballet Makers, Inc.		01/29/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	One Garret Mountain Plaza		
City:	Woodland Park		
State/Country:	NEW JERSEY		
Postal Code:	07424		
Entity Type:	Bank: NEW JERSEY		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	236674		
Registration Number:	7654		
Registration Number:	9259		
Registration Number:	401786		
Registration Number:	4656461	CAPEZIO	
Registration Number:	4548793	CAPEZIO.COM	
Registration Number:	4654120	EMBRACE YOUR INNER BALLERINA	
Serial Number:	86285079	CAPEZIO	
Serial Number:	86441177	CAPEZIO	
Serial Number:	86456393		
CORRESPONDENCE DATA			
Fax Number:	9736240808		
<i>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.</i>			
Phone:	9737356128		
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 07932-0668		

CH \$265.00 236674

EXECUTION VERSION

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

**THIS FIFTH AMENDMENT TO RIDER TO AMENDED and
RESTATED SECURITY AGREEMENT-TRADEMARKS** (this “Fifth
Amendment”) is dated on June 29, 2015, but effective as of December 31,
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, (iii) that certain Third Amendment to the Rider to Amended and Restated Security Agreement-Trademarks dated as of August 29, 2012, and (iv) that certain Fourth Amendment to the Rider to Amended and Restated Security Agreement-Trademarks dated as of April 30, 2014 (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. The Fourth Amendment to Rider to Amended and Restated Security Agreement-Trademarks, dated as of April 30, 2014, was recorded in the United States Patent and Trademark Office on May 7, 2014, in Reel 5275, Page 0488.

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

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

BALLET MAKERS, INC.


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

STATE OF New Jersey)
COUNTY OF Morris)

ss:

On this, the 29 day of January, 2015, 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.


Notary Public

My commission expires:

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

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

Ballet Makers, Inc.			
SUPPLEMENTAL SCHEDULE A TO RIDER TO SECURITY AGREEMENT - TRADEMARKS			
REGISTERED			
Country	Serial number	Registration number	Word/Mark
Costa Rica ¹		236674	CAPEZIO
Guernsey ²		GGGT7654	CAPEZIO
Jersey ³		9259	CAPEZIO
Paraguay ⁴		401786	HARMONIE
Philippines ⁵		4201300008255	CAPEZIO
United States ⁶		4656461	CAPEZIO
United States ⁷		4548793	CAPEZIO.COM
United States ⁸		4654120	EMBRACE YOUR INNER BALLERINA
APPLICATIONS			
Country	Serial Number	Registration Number	Word/Mark
Australia	1661945		CAPEZIO and ICON
Brazil	908614403		CAPEZIO and ICON
Brazil	908614470		ICON
Canada	1705384		CAPEZIO and ICON
EU	013521513		CAPEZIO and ICON
Japan	2014-102017		CAPEZIO and ICON
Singapore	T1408984D		CAPEZIO
United States	86285079		CAPEZIO and ICON
United States	86441177		CAPEZIO
United States	86456393		ICON
¹ Previously reported as Application No. 2011-012042			
² Previously reported as Application without number			
³ Previously reported as Application without number			
⁴ Previously reported as Application No. 17918			
⁵ Previously reported as Application No. 4-2013-00008255			
⁶ Previously reported as Application No. 85049262			
⁷ Previously reported as Application No. 85868560			
⁸ Previously reported as Application No. 86102814			