

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM479638

|   |   |                              |  |
|---|---|------------------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                              |                              |  |
| <b>NATURE OF CONVEYANCE:</b>  | Security Agreement                          |                              |  |
| <b>CONVEYING PARTY DATA</b>   |   |                              |  |
| <b>Name</b>   | <b>Formerly</b>                             | <b>Execution Date</b>        | <b>Entity Type</b>                     |
| Revolution Dancewear, LLC   |   | 06/25/2018                   | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |                              |  |
| <b>Name:</b>  | BMO Harris Bank N.A., as Agent              |                              |  |
| <b>Street Address:</b>  | 111 West Monroe Street                      |                              |  |
| <b>City:</b>  | Chicago                                     |                              |  |
| <b>State/Country:</b>   | ILLINOIS                                    |                              |  |
| <b>Postal Code:</b>   | 60603                                       |                              |  |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES |                              |  |
| <b>PROPERTY NUMBERS Total: 11</b>   |   |                              |  |
| <b>Property Type</b>  | <b>Number</b>                               | <b>Word Mark</b>             |  |
| <b>Serial Number:</b>   | 87465449                                    | NIMBLY                       |  |
| <b>Serial Number:</b>   | 87465478                                    | NIMBLY THE SNAPPY SHOPKEEPER |  |
| <b>Serial Number:</b>   | 87274807                                    | TAPTAP                       |  |
| <b>Serial Number:</b>   | 87274804                                    | TAPTAP                       |  |
| <b>Registration Number:</b>   | 4985046                                     | 10TH TENTH HOUSE             |  |
| <b>Registration Number:</b>   | 5151445                                     | PLUME                        |  |
| <b>Registration Number:</b>   | 4317651                                     | REV REV UP APPAREL           |  |
| <b>Registration Number:</b>   | 3286361                                     | REVOLUTION DANCEWEAR         |  |
| <b>Registration Number:</b>   | 2385863                                     | REVOLUTION DANCEWEAR         |  |
| <b>Registration Number:</b>   | 4347205                                     | REVV                         |  |
| <b>Registration Number:</b>   | 4335382                                     | SOLE SHIELD                  |  |
| <b>CORRESPONDENCE DATA</b>  |   |                              |  |
| <b>Fax Number:</b>  |   |                              |  |
| <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> |   |                              |  |
| <b>Email:</b>   | emily.klump@clarivate.com                   |                              |  |
| <b>Correspondent Name:</b>  | Gregory T. Pealer                           |                              |  |
| <b>Address Line 1:</b>  | 111 West Monroe Street                      |                              |  |
| <b>Address Line 2:</b>  | Chapman and Cutler LLP                      |                              |  |

OP \$290.00 87465449

**Address Line 4:** Chicago, ILLINOIS 60603

**NAME OF SUBMITTER:** Emily Klump

**SIGNATURE:** /Emily Klump/

**DATE SIGNED:** 06/27/2018

**Total Attachments: 8**

source=REVOLUTIONDANCEWEARExecuted Trademark Cover Sheet#page1.tif

source=REVOLUTIONDANCEWEARExecuted Trademark Cover Sheet#page2.tif

source=REVOLUTIONDANCEWEARExecuted Trademark Cover Sheet#page3.tif

source=REVOLUTIONDANCEWEARExecuted Trademark Cover Sheet#page4.tif

source=REVOLUTIONDANCEWEARExecuted Trademark Cover Sheet#page5.tif

source=REVOLUTIONDANCEWEARExecuted Trademark Cover Sheet#page6.tif

source=REVOLUTIONDANCEWEARExecuted Trademark Cover Sheet#page7.tif

source=REVOLUTIONDANCEWEARExecuted Trademark Cover Sheet#page8.tif

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

**1. Name of conveying party(ies):**

Revolution Dancewear, LLC

- Individual(s)
- Partnership
- Corporation- State \_\_\_\_\_
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) June 25, 2018

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: BMO Harris Bank N.A., as Agent

Street Address: 111 West Monroe Street

City: Chicago

State: IL

Country: USA Zip: 60603

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship USA
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No. (s) Text

See Schedule I

B. Trademark Registration No. (s)

See Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name Gregory T. Pealer

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City Chicago

State Illinois Zip 60603

Phone Number: 312-845-2855

Docket Number:

Email Address: pealer@chapman.com

**6. Total number of applications and registrations involved:**

11

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

Authorized to be charged to deposit account

Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**  for Chapman and Cutler LLP

June 25, 2018

Signature

Date

Gregory T. Pealer, Senior Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (871) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 25, 2018, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of BMO Harris Bank N.A. ("BMO"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 25, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among RevDance Intermediate Holding Corp., a Delaware corporation ("Holdings"), RevDance Holding Corp., a Delaware corporation ("RevDance"), Dancewear Investors, Inc., a Delaware corporation ("Dancewear Investors" and immediately following the initial Borrowings under the Credit Agreement and the consummation of the Dancewear Acquisition and the Closing Date Merger, a "Borrower"), Dancewear Holdings, LLC, a Delaware limited liability company ("Dancewear Holdings" and immediately following the initial Borrowings under the Credit Agreement and the consummation of the Dancewear Acquisition and the Closing Date Merger, a "Borrower", and together with RevDance and Dancewear Investors, collectively, "Borrowers"), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and BMO, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date with the Credit Agreement in favor of the Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

### SECTION I. DEFINED TERMS.

Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, but excluding all Excluded Property (the "Trademark Collateral"):

- (a) all of its Trademarks (as defined in the Credit Agreement) (but excluding any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Alleged Use" with respect thereto), including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. GUARANTY AND SECURITY AGREEMENT.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

SECTION 4. GRANTOR REMAINS LIABLE.

Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

SECTION 5. TERMINATION.

This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured

Obligations (other than any outstanding indemnification obligations) and cash collateralization of Letters of Credit. Upon the termination of this Trademark Security Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. COUNTERPARTS.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 7. GOVERNING LAW.


The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, its validity, interpretation, construction, performance and enforcement (including, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

REVOLUTION DANCEWEAR, LLC, as Grantor

By:   
Name: Joseph Scatani  
Title: President and Chief Executive Officer

Trademark Security Agreement (Revolution)

**TRADEMARK**  
**REEL: 006365 FRAME: 0209**

Acknowledged and Agreed as of the  
date first above written:

BMO HARRIS BANK N.A., as Agent

By:   
Name: Todd Meggos  
Title: Director


Trademark Security Agreement (Revolution)




SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

US TRADEMARK APPLICATIONS AND REGISTRATIONS

I. US TRADEMARK APPLICATIONS

| GRANTOR                   | MARK   | APPLICATION NO. | APPLICATION DATE  |
|---------------------------|--|-----------------|-------------------|
| Revolution Dancewear, LLC | NIMBLY   | 87/465,449      | May 26, 2017      |
| Revolution Dancewear, LLC | NIMBLY THE SNAPPY<br> | 87/465,478      | May 26, 2017      |
| Revolution Dancewear, LLC | TAPTAP   | 87/274,807      | December 20, 2016 |
| Revolution Dancewear, LLC | TAPTAP & Design  | 87/274,804      | December 20, 2016 |

II. US TRADEMARK REGISTRATIONS

| GRANTOR                   | MARK  | REGISTRATION NO. | REGISTRATION DATE |
|---------------------------|---|------------------|-------------------|
| Revolution Dancewear, LLC | 10TH TENTH  | 4985046          | June 21, 2016     |
| Revolution Dancewear, LLC | PLUME   | 5151445          | February 28, 2017 |
| Revolution Dancewear, LLC |  | 4317651          | April 9, 2013     |

| GRANTOR                      | MARK  | REGISTRATION NO. | REGISTRATION DATE  |
|------------------------------|---|------------------|--------------------|
| Revolution<br>Dancewear, LLC | REVOLUTION<br> | 3286361          | August 25, 2007    |
| Revolution<br>Dancewear, LLC | REVOLUTION<br>DANCEWEAR &   | 2385863          | September 12, 2000 |
| Revolution<br>Dancewear, LLC |                | 4347205          | June 4, 2013       |
| Revolution<br>Dancewear, LLC | SOLE SHIELD   | 4335382          | May 14, 2013       |