

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693545

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association	FORMERLY Midlantic Bank, N.A.	12/08/2021	Association:

RECEIVING PARTY DATA

Name:	Ballet Makers, Inc
Street Address:	1 Campus Road
City:	Totowa
State/Country:	NEW JERSEY
Postal Code:	07512
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2039755	DANSNEAKER
Registration Number:	0986958	
Registration Number:	2357683	HOLD & STRETCH TIGHTS
Registration Number:	2221393	PEDINI
Registration Number:	1301794	STACCATO
Registration Number:	1941337	TEKNIK
Registration Number:	2266965	TELE TONE II
Registration Number:	2210600	TELE TONE II
Registration Number:	1122872	TELE TONE TAP
Registration Number:	2036723	TRANSITION TIGHT

CORRESPONDENCE DATA

Fax Number: 4102806758

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: 410-280-6608

Email: llaubscher@laubscherlaw.com

Correspondent Name: Lawrence E. Laubscher, Jr.

Address Line 1: 1160 Spa Road, Suite 2B

Address Line 4: Annapolis, MARYLAND 21403

OP \$265.00 2039755

NAME OF SUBMITTER:	Lawrence E. Laubscher, Jr.
SIGNATURE:	/LELjr/
DATE SIGNED:	12/09/2021
Total Attachments: 3 source=PNC TM Release 2021-12-08#page1.tif source=PNC TM Release 2021-12-08#page2.tif source=PNC TM Release 2021-12-08#page3.tif	

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of ~~November 8~~, 2021, is executed by PNC Bank, N.A., successor by merger to Midlantic Bank, N.A., as Administrative Agent ("Secured Party"), in favor of Ballet Makers, Inc. ("Grantor").
December

RECITALS

WHEREAS, Grantor executed and delivered to Secured Party that certain Amended and Restated Security Agreement-Trademark (the "Trademark Security Agreement") entered into as of May 15, 2003 (as amended, amended and restated, supplemented or otherwise modified to the date hereof) by and among Grantor and certain of its affiliates, the financial institutions party thereto from time to time as "Lenders" and Secured Party, by which Grantor mortgaged, pledged and hypothecated to Secured Party, and granted to Secured Party, a security interest in the trademarks set forth on Exhibit A (the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Assignment Division of the United States Patent and Trademark Office (the "USPTO") on June 11, 2003 at Reel 2752 and Frame 0601;

WHEREAS, a Release of the Trademark Security Agreement was entered into on July 14, 2015 (the "Release of Security Agreement");

WHEREAS, the Release of Security Agreement was recorded in the Trademark Assignment Division of the USPTO on September 3, 2015 at Reel 5616 and Frame 0405;

WHEREAS, Grantor and Secured Party have learned that the Release of Security Agreement did not explicitly identify an earlier Second Amendment to Trademark Security Agreement executed August 12, 1999 that was recorded in the Trademark Assignment Division of the USPTO on September 9, 1999 at Reel 1957 and Frame 0134, a Trademark Security Agreement executed May 25, 1994 and recorded June 1, 1994 at Reel 1160 and Frame 0085, an Assignment executed August 16, 1996 and recorded August 28, 1996 at Reel 1497 and Frame 0551 and a correction thereto to show the conveyance as a security interest recorded November 4, 2003 at Reel 2741 and Frame 0633, and a Trademark Security Agreement executed May 24, 1994 and recorded May 18, 2000 at Reel 2089 and Frame 0925 (the foregoing, together with the Trademark Security Agreement, collectively, the "Recorded Trademark Security Agreements"); and

WHEREAS, Grantor and Secured Party wish to validate and clarify the release status of each of the Recorded Trademark Security Agreements and all other prior Trademark Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, Secured Party hereby states as follows:

1. Release of Security Interest. Secured Party hereby terminates, releases and discharges all of its mortgage, pledge, hypothecation and security interest in the Trademark Collateral, and reassigns, without representation, recourse or warranty, any and all right, title and interest that it may have in or to the Trademark Collateral to Grantor.

2. Recordation. Grantor or its authorized agent is authorized to record this Agreement with the USPTO.


3. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New Jersey.

4. Further Assurances. Secured Party shall take all further actions, and provide to Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by Grantor, and at Grantor's cost and expense, to more fully and effectively effectuate the purpose of this Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

SECURED PARTY:

**PNC, N.A., successor by merger to Midlantic Bank
N.A., as Administrative Agent**

By: 

Name: Gina Spinelli
Title: Relationship Manager

SCHEDULE A

TRADEMARK COLLATERAL

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>
DANSNEAKER	USA	2,039,755
FIGURE OF A DANCING GIRL	USA	986,958
HOLD & STRETCH TIGHTS	USA	2,357,683
PEDINI	USA	2,221,393
STACCATO	USA	1,301,794
TEKNIK	USA	1,941,337
TELE TONE II	USA	2,266,965
TELE TONE II	USA	2,210,600
TELE TONE TAP	USA	1,122,872
TRANSITION TIGHT	USA	2,036,723