

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM694346

| | | | |
|-----------------------------------|-------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BALLET MAKERS, INC. | | 12/09/2021 | Corporation: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | ACF FINCO I LP | | |
| Street Address: | 560 White Plains Road | | |
| Internal Address: | Suite 400 | | |
| City: | Tarrytown | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10591 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 56 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5418556 | AIRESS | |
| Registration Number: | 3819722 | BRATEK | |
| Registration Number: | 4071759 | BRATEK 2 | |
| Registration Number: | 2158866 | BUNHEADS | |
| Registration Number: | 3030407 | BUNHEADS | |
| Registration Number: | 2158867 | | |
| Registration Number: | 4043465 | C | |
| Serial Number: | 90562529 | C | |
| Registration Number: | 1826413 | CAPEZIO | |
| Registration Number: | 546042 | CAPEZIO | |
| Registration Number: | 1037076 | CAPEZIO | |
| Registration Number: | 662280 | CAPEZIO | |
| Registration Number: | 4656461 | CAPEZIO | |
| Registration Number: | 5413103 | CAPEZIO | |
| Registration Number: | 5530497 | CAPEZIO | |
| Serial Number: | 88629889 | CAPEZIO | |
| Serial Number: | 88982863 | CAPEZIO | |
| Registration Number: | 4548793 | CAPEZIO.COM | |

OP \$1415.00 5418556

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------|
| Registration Number: | 3781128 | CAROUSEL COLLECTION |
| Registration Number: | 4925425 | DANCE FACTORY OUTLET |
| Registration Number: | 5248014 | DANCE.COM |
| Registration Number: | 2039755 | DANSNEAKER |
| Registration Number: | 4935418 | DFO DANCE FACTORY OUTLET |
| Registration Number: | 986958 | |
| Registration Number: | 2514877 | FLEXERS |
| Registration Number: | 3482081 | FUTURE STAR |
| Registration Number: | 5770989 | FUTURE STAR CAPEZIO |
| Registration Number: | 5767246 | HANAMI |
| Registration Number: | 2779518 | HARMONIE |
| Registration Number: | 2357683 | HOLD & STRETCH TIGHTS |
| Registration Number: | 5027756 | |
| Registration Number: | 2638379 | JELLY TIPS |
| Registration Number: | 2611772 | JELLY TOES |
| Registration Number: | 3112048 | JELLY TUBE |
| Registration Number: | 6212710 | LIFEKNIT |
| Registration Number: | 4756483 | LITTLE MISS CAPEZIO |
| Registration Number: | 4813156 | LOVE BALLET |
| Registration Number: | 2197681 | MASTER TAP |
| Registration Number: | 2597196 | OUCH POUCH |
| Registration Number: | 2597192 | OUCH POUCH JR. |
| Registration Number: | 2741126 | OVERS & UNDERS |
| Registration Number: | 2221393 | PEDINI |
| Registration Number: | 3088567 | POWER POINTE CONSTRUCTION |
| Registration Number: | 2995133 | PRO PAD |
| Registration Number: | 4392137 | SALVATORE CAPEZIO THEATER |
| Registration Number: | 2492540 | SPACE PACK |
| Registration Number: | 1301794 | STACCATO |
| Registration Number: | 4720823 | STUDIO BY CAPEZIO EST. 1887. |
| Registration Number: | 1941337 | TEKNIK |
| Registration Number: | 2266965 | TELE TONE II |
| Registration Number: | 2210600 | TELE TONE II |
| Registration Number: | 3041263 | TELE TONE JR. |
| Registration Number: | 1122872 | TELE TONE TAP |
| Registration Number: | 2546619 | THE BIG TIP |
| Registration Number: | 5638735 | THE DANCEMAKER EST. 1887 |
| Registration Number: | 2036723 | TRANSITION TIGHT |

CORRESPONDENCE DATA**Fax Number:** 8009144240

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: 800-713-0755**Email:** james.murray@wolterskluwer.com**Correspondent Name:** CT Corporation**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

| | |
|---------------------------|----------------|
| NAME OF SUBMITTER: | Leslie Kirsner |
|---------------------------|----------------|

| | |
|-------------------|------------------|
| SIGNATURE: | /Leslie Kirsner/ |
|-------------------|------------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 12/13/2021 |
|---------------------|------------|

Total Attachments: 12

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**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):

BALLET MAKERS, INC.

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: New York
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☐ No

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

Execution Date(s) December 9, 2021

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: ACF FINCO I LP

Street Address: 560 White Plains Road, Suite 400

City: Tarrytown

State: New York

Country: USA Zip: 10591

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship USA
☐ Partnership Citizenship _____
☒ Limited Partnership Citizenship Delaware
☐ 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 attached

B. Trademark Registration No.(s) _____

See Schedule I attached

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: Leslie Kirsner

Internal Address: _____

Street Address: c/o Thompson Coburn Hahn & Hessen LLP

City: 488 Madison Avenue

State: New York Zip: 10022

Phone Number: _____

Docket Number: _____

Email Address: lkirsner@hahnhausen.com

6. Total number of applications and registrations involved:

56

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:

Leslie Kirsner
Signature

Leslie Kirsner

Name of Person Signing

December 10, 2021

Date

Total number of pages including cover sheet, attachments, and document: 1

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK
REEL: 007527 FRAME: 0393**

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 9th day of December, 2021, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **ACF FINCO I LP**, a Delaware limited partnership, in its capacity as agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 9, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among by and among, inter alia, Administrative Borrower, the other Borrowers party thereto from time to time, the lenders party thereto as “Lenders” from time to time (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Guaranty and Security Agreement, dated as of December 9, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark

Security Agreement by any electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by any electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 26 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

BALLET MAKERS, INC.

By: 
Name: Marc D. Teolizzi
Title: Executive Vice President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ACE FINCO LLP

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007527 FRAME: 0397

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

BALLET MAKERS, INC.

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ACF FINCO I LP

By:  _____
Name: Oleh Szczupak
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007527 FRAME: 0398

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

| Grantor | Country | Trademark | App. No | File Date | Reg. No. | Reg. Date |
|---------------------|---------------|-------------------|------------|-----------|-----------|------------|
| Ballet Makers, Inc. | United States | AIRESS | 86/502,214 | 1/13/2015 | 5,418,556 | 3/6/2018 |
| Ballet Makers, Inc. | United States | BRATEK | 77/819,689 | 9/3/2009 | 3,819,722 | 7/13/2010 |
| Ballet Makers, Inc. | United States | BRATEK 2 | 85/168,181 | 11/3/2010 | 4,071,759 | 12/13/2011 |
| Ballet Makers, Inc. | United States | BUNHEADS | 75/285,498 | 5/2/1997 | 2,158,866 | 5/19/1998 |
| Ballet Makers, Inc. | United States | BUNHEADS | 78/376,385 | 3/1/2004 | 3,030,407 | 12/13/2005 |
| Ballet Makers, Inc. | United States | BUNHEADS (design) | 75/285,499 | 5/2/1997 | 2,158,867 | 5/19/1998 |
| Ballet Makers, Inc. | United States | C | 85/975,628 | 1/28/2011 | 4,043,465 | 10/18/2011 |
| Ballet Makers, Inc. | United States | C | 90/562,529 | 3/5/2021 | | |
| Ballet Makers, Inc. | United States | CAPEZIO | 74/348,309 | 1/14/1993 | 1,826,413 | 3/15/1994 |
| Ballet Makers, Inc. | United States | CAPEZIO | 71/597,580 | 5/17/1950 | 546,042 | 7/31/1951 |
| Ballet Makers, Inc. | United States | CAPEZIO | 73/058,409 | 7/22/1975 | 1,037,076 | 3/30/1976 |

| Grantor | Country | Trademark | App. No | File Date | Reg. No. | Reg. Date |
|---------------------|---------------|--------------------------|------------|------------|-----------|------------|
| Ballet Makers, Inc. | United States | CAPEZIO | 72/029,995 | 5/14/1957 | 662,280 | 5/27/1958 |
| Ballet Makers, Inc. | United States | CAPEZIO | 85/049,262 | 5/27/2010 | 4,656,461 | 12/16/2014 |
| Ballet Makers, Inc. | United States | CAPEZIO | 86/285,079 | 5/19/2014 | 5,413,103 | 2/27/2018 |
| Ballet Makers, Inc. | United States | CAPEZIO | 86/441,177 | 10/31/2014 | 5,530,497 | 7/31/2018 |
| Ballet Makers, Inc. | United States | CAPEZIO | 88/629,889 | 9/25/2019 | | |
| Ballet Makers, Inc. | United States | CAPEZIO | 88/982,863 | 9/25/2019 | | |
| Ballet Makers, Inc. | United States | CAPEZIO.COM | 85/868,560 | 3/6/2013 | 4,548,793 | 6/10/2014 |
| Ballet Makers, Inc. | United States | CAROUSEL COLLECTION | 77/836,372 | 9/28/2009 | 3,781,128 | 4/27/2010 |
| Ballet Makers, Inc. | United States | DANCE FACTORY OUTLET | 86/605,683 | 4/22/2015 | 4,925,425 | 3/29/2016 |
| Ballet Makers, Inc. | United States | DANCE.COM | 87/311,471 | 1/24/2017 | 5,248,014 | 7/18/2017 |
| Ballet Makers, Inc. | United States | DANSNEAKER | 74/672,676 | 5/11/1995 | 2,039,755 | 2/25/1997 |
| Ballet Makers, Inc. | United States | DFO DANCE FACTORY OUTLET | 86/674,576 | 6/25/2015 | 4,935,418 | 4/12/2016 |

| Grantor | Country | Trademark | App. No | File Date | Reg. No. | Reg. Date |
|---------------------|---------------|--------------------------|------------|------------|-----------|------------|
| Ballet Makers, Inc. | United States | FIGURE OF A DANCING GIRL | 72/422,712 | 4/28/1972 | 986,958 | 6/25/1974 |
| Ballet Makers, Inc. | United States | FLEXERS | 76/146,671 | 10/13/2000 | 2,514,877 | 12/4/2001 |
| Ballet Makers, Inc. | United States | FUTURE STAR | 78/519,101 | 11/18/2004 | 3,482,081 | 8/5/2008 |
| Ballet Makers, Inc. | United States | FUTURE STAR CAPEZIO | 87/864,110 | 4/5/2018 | 5,770,989 | 6/4/2019 |
| Ballet Makers, Inc. | United States | HANAMI | 87/960,122 | 6/13/2018 | 5,767,246 | 6/4/2019 |
| Ballet Makers, Inc. | United States | HARMONIE | 78/139,823 | 6/28/2002 | 2,779,518 | 11/4/2003 |
| Ballet Makers, Inc. | United States | HOLD & STRETCH TIGHTS | 75/781,019 | 8/20/1999 | 2,357,683 | 6/13/2000 |
| Ballet Makers, Inc. | United States | ICON (design) | 86/456,393 | 11/17/2014 | 5,027,756 | 8/23/2016 |
| Ballet Makers, Inc. | United States | JELLY TIPS | 76/145,506 | 10/12/2000 | 2,638,379 | 10/22/2002 |
| Ballet Makers, Inc. | United States | JELLY TOES | 76/146,361 | 10/13/2000 | 2,611,772 | 8/27/2002 |
| Ballet Makers, Inc. | United States | JELLY TUBE | 78/677,846 | 7/25/2005 | 3,112,048 | 7/4/2006 |
| Ballet Makers, Inc. | United States | LIFEKNIT | 88/716,090 | 12/5/2019 | 6,212,710 | 12/1/2020 |
| Ballet Makers, Inc. | United States | LITTLE MISS CAPEZIO | 85/935,453 | 5/17/2013 | 4,756,483 | 6/16/2015 |
| Ballet Makers, Inc. | United States | LOVE BALLET | 85/590,874 | 4/6/2012 | 4,813,156 | 9/15/2015 |
| Ballet Makers, Inc. | United States | MASTER TAP | 75/320,170 | 7/7/1997 | 2,197,681 | 10/20/1998 |

| Grantor | Country | Trademark | App. No | File Date | Reg. No. | Reg. Date |
|---------------------|---------------|-----------------------------|------------|------------|-----------|------------|
| Ballet Makers, Inc. | United States | OUCH POUCH | 76/146,321 | 10/13/2000 | 2,597,196 | 7/23/2002 |
| Ballet Makers, Inc. | United States | OUCH POUCH JR. | 76/145,091 | 10/12/2000 | 2,597,192 | 7/23/2002 |
| Ballet Makers, Inc. | United States | OVERS & UNDERS | 76/342,401 | 11/28/2001 | 2,741,126 | 7/29/2003 |
| Ballet Makers, Inc. | United States | PEDINI | 75/354,893 | 9/11/1997 | 2,221,393 | 2/2/1999 |
| Ballet Makers, Inc. | United States | POWER POINTE CONSTRUCTION | 78/430,160 | 6/4/2004 | 3,088,567 | 5/2/2006 |
| Ballet Makers, Inc. | United States | PRO PAD | 78/454,010 | 7/21/2004 | 2,995,133 | 9/13/2005 |
| Ballet Makers, Inc. | United States | SALVATORE CAPEZIO THEATER | 85/829,001 | 1/22/2013 | 4,392,137 | 8/27/2013 |
| Ballet Makers, Inc. | United States | SPACE PACK | 76/145,099 | 10/12/2000 | 2,492,540 | 9/25/2001 |
| Ballet Makers, Inc. | United States | STACCATO | 73/417,639 | 3/17/1983 | 1,301,794 | 10/23/1984 |
| Ballet Makers, Inc. | United States | STUDIO BY CAPEZIO EST. 1887 | 85/973,206 | 6/28/2013 | 4,720,823 | 4/14/2015 |
| Ballet Makers, Inc. | United States | TEKNIK | 74/638,959 | 2/27/1995 | 1,941,337 | 12/12/1995 |
| Ballet Makers, Inc. | United States | TELE TONE II | 75/490,967 | 5/26/1998 | 2,266,965 | 8/3/1999 |
| Ballet Makers, Inc. | United States | TELE TONE II | 75/346,119 | 8/25/1997 | 2,210,600 | 12/15/1998 |
| Ballet Makers, Inc. | United States | TELE TONE JR. | 78/518,588 | 11/17/2004 | 3,041,263 | 1/10/2006 |

| Grantor | Country | Trademark | App. No | File Date | Reg. No. | Reg. Date |
|---------------------|---------------|--------------------------|------------|------------|-----------|------------|
| Ballet Makers, Inc. | United States | TELE TONE TAP | 73/165,642 | 4/10/1978 | 1,122,872 | 7/24/1979 |
| Ballet Makers, Inc. | United States | THE BIG TIP | 76/145,307 | 10/12/2000 | 2,546,619 | 3/12/2002 |
| Ballet Makers, Inc. | United States | THE DANCEMAKER EST. 1887 | 87/431,721 | 5/1/2017 | 5,638,735 | 12/25/2018 |
| Ballet Makers, Inc. | United States | TRANSITION TIGHT | 75/008,956 | 10/23/1995 | 2,036,723 | 2/11/1997 |

Trade Names

| Grantor | Trade Name(s) or Other Name(s) | Period of Use |
|---------------------|--|---|
| Ballet Makers, Inc. | Capezio LaBrie by Capezio Dancers Warehouse Center Stage Dance Supplies | 1943 to present 2016 to present 2016 to present 2013 to 2020 |

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

Accounts with permission to use Capezio in their trade names:

| ACCT# | NAME | Address | City | State | Zip |
|-------|--------------------|---------------------|-------------|-------|-------|
| 34538 | CAPEZIO DANCE SHOP | 7128 OWENSMOUTH AVE | CANOGA PARK | CA | 91303 |

| ACCT# | NAME | Address | City | State | Zip |
|--------------|-------------------------------|----------------------------------|------------------|--------------|------------|
| 11973 | CAPEZIO DANCE THEATRE SHOP | 318 SUNRISE HWY. | ROCKVILLE CENTRE | NY | 11570 |
| 9606 | CATHY'S CAPEZIO DANCEWEAR | 2665 SKIPPACK PIKE | NORRISTOWN | PA | 19403 |
| 34694 | KEATING-CAPEZIO | 19449 STEVENS CREEK BLVD #110 | CUPERTINO | CA | 95014 |

Schedule I to Trademark Security Agreement

RECORDED: 12/13/2021

TRADEMARK
REEL: 007527 FRAME: 0404