

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705625

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NUVO PRODUCTIONS, LLC		01/31/2022	Limited Liability Company: NEW YORK
DANCE TEACHER NETWORK LLC		01/31/2022	Limited Liability Company: NEW YORK
24 SEVEN DANCE CONVENTION LLC		01/31/2022	Limited Liability Company: NEW YORK
BREAK THE FLOOR PRODUCTIONS LLC		01/31/2022	Limited Liability Company: NEW YORK
RADIX DANCE CONVENTION, LLC		01/31/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CAPRICE CAPITAL PARTNERS, LLC		
Street Address:	1230 Rosecrans Ave.		
Internal Address:	Suite 425		
City:	Manhattan Beach		
State/Country:	CALIFORNIA		
Postal Code:	90266		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	6337956	NUVO	
Registration Number:	4984469	NUVO	
Registration Number:	4980065	DANCE TEACHER SUMMIT	
Serial Number:	97185357	24 SEV//EN DANCE CONVENTION	
Serial Number:	97185337	24 SEV//EN	
Serial Number:	90793352	THE DANCE AWARDS	
Registration Number:	6113695	DANCE360	
Registration Number:	4835660	DANCER PALOOZA	
Registration Number:	4784323	THE DANCE AWARDS	
Registration Number:	4710972	BREAK THE FLOOR	
Serial Number:	88775098	JUMP	

CH \$340.00 6337956

Property Type	Number	Word Mark
Registration Number:	5055691	RADIX DANCE ON THE EDGE
Registration Number:	5037657	RADIX

CORRESPONDENCE DATA

Fax Number: 9497254100

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: 9497254043

Email: amina@stradlinglaw.com

Correspondent Name: Arnold V Mina

Address Line 1: 660 Newport Center Drive, Suite 1600

Address Line 4: Newport Beach, CALIFORNIA 92660

ATTORNEY DOCKET NUMBER:	106053-0007
NAME OF SUBMITTER:	Arnold V. Mina
SIGNATURE:	/Arnold V Mina/
DATE SIGNED:	01/31/2022

Total Attachments: 5

source=Caprice.Break The Floor - Trademark Security Agreement#page1.tif

source=Caprice.Break The Floor - Trademark Security Agreement#page2.tif

source=Caprice.Break The Floor - Trademark Security Agreement#page3.tif

source=Caprice.Break The Floor - Trademark Security Agreement#page4.tif

source=Caprice.Break The Floor - Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 31st day of January, 2022, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and CAPRICE CAPITAL PARTNERS, LLC, as administrative agent and collateral agent ("*Agent*").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 31, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*") by and among BTF HOLDCO, LLC, a Delaware limited liability company ("*Borrower*"), and Agent, Agent agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent and the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent 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 Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Secured Parties, 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 UCC) 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 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; provided that Trademark Collateral shall not include any "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

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, 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 Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the 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 notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration in accordance with Section 4.3(b) of the Credit Agreement. 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 the Secured Parties' continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** 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 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 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.

[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:

NUVO PRODUCTIONS, LLC
a New York limited liability company

By: Geysler Holdings, LLC
a Delaware limited liability company
its Manager

By: 
Name: Russell Geysler
Its: Sole Manager

DANCE TEACHER NETWORK LLC
a New York limited liability company

By: Geysler Holdings, LLC
a Delaware limited liability company
its Manager

By: 
Name: Russell Geysler
Its: Sole Manager

24 SEVEN DANCE CONVENTION LLC
a New York limited liability company

By: Geysler Holdings, LLC
a Delaware limited liability company
its Manager

By: 
Name: Russell Geysler
Its: Sole Manager

BREAK THE FLOOR PRODUCTIONS LLC
a New York limited liability company

By: Geysler Holdings, LLC
a Delaware limited liability company
its Manager

By: 
Name: Russell Geysler
Its: Sole Manager

RADIX DANCE CONVENTION, LLC
a Delaware limited liability company

By: Geysler Holdings, LLC
a Delaware limited liability company
its Manager

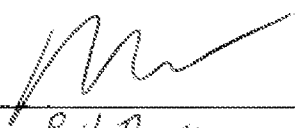
By: 
Name: Russell Geysler
Its: Sole Manager

[Signature Page to Trademark Security Agreement]





ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

CAPRICE CAPITAL PARTNERS, LLC

By: 
Name: *Rich Tronzo*
Title: *Managing Partner*

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Grantor	Mark	Application/ Registration No.	App/Reg Date
Nuvo Productions, LLC	NUVO	6337956	May 4, 2021
Nuvo Productions, LLC		4984469	June 21, 2016
Dance Teacher Network LLC		4980065	June 14, 2016
24 Seven Dance Convention LLC		97185357	December 22, 2021
24 Seven Dance Convention LLC	24 SEV//EN	97185337	December 22, 2021
Break the Floor Productions LLC	THE DANCE AWARDS	90793352	June 24, 2021
Break the Floor Productions LLC	DANCE360	6113695	July 28, 2020
Break the Floor Productions LLC	DANCER PALOOZA	4835660	October 20, 2015
Break the Floor Productions LLC	THE DANCE AWARDS	4784323	August 4, 2015
Break the Floor Productions LLC	BREAK THE FLOOR	4710972	March 31, 2015
Break the Floor Productions LLC	JUMP	88775098	January 7, 2020
Radix Dance Convention, LLC		5055691	October 4, 2016
Radix Dance Convention, LLC	RADIX	5037657	September 6, 2016