

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM834350

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Star Dance Alliance, LLC		08/24/2023	Limited Liability Company: MARYLAND
Break the Floor Productions LLC		08/24/2023	Limited Liability Company: NEW YORK
Dance Teacher Network LLC		08/24/2023	Limited Liability Company: NEW YORK
NUVO Productions, LLC		08/24/2023	Limited Liability Company: NEW YORK
Radix Dance Convention, LLC		08/24/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Lafayette Square Loan Servicing, LLC, as Agent		
Street Address:	P.O. Box 25250		
Internal Address:	PMB 13941		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33102		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	4710972	BREAK THE FLOOR	
Registration Number:	4835660	DANCER PALOOZA	
Registration Number:	4984469	NUVO	
Registration Number:	5037657	RADIX	
Registration Number:	5055691	RADIX DANCE ON THE EDGE	
Registration Number:	4980065	DANCE TEACHER SUMMIT	
Serial Number:	88745410	DANCE NATION	
Serial Number:	97725912	DANCE NATION	
Serial Number:	88775049	KICKIN' BRASS	
Serial Number:	88775065	BODY RIOT	
Serial Number:	88775071	DANCE LOUD	

OP \$665.00 4710972

Property Type	Number	Word Mark
Registration Number:	6337956	NUVO
Registration Number:	6113695	DANCE360
Serial Number:	90690271	AMERICAN DANCE BATTLE
Registration Number:	6892399	THE DANCE AWARDS
Registration Number:	7015975	24 SEV//EN
Serial Number:	97185357	24 SEV//EN DANCE CONVENTION
Registration Number:	6998582	DREAM MAKER
Registration Number:	5584611	STAR DANCE ALLIANCE
Registration Number:	5584616	STAR DANCE ALLIANCE
Registration Number:	4683460	BELIEVE
Registration Number:	4734973	STARPOWER
Registration Number:	5078049	NEXSTAR
Registration Number:	5077503	REVOLUTION
Registration Number:	6251973	SDA
Registration Number:	5970537	IMAGINE NATIONAL DANCE CHALLENGE

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy Pecsénye (KH 159823-01024)

Address Line 1: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	159823-01024
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	08/24/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”) is dated as of August 24, 2023, by and among STAR DANCE ALLIANCE, LLC, a Maryland limited liability company (“Star Dance”), BREAK THE FLOOR PRODUCTIONS LLC, a New York limited liability company (“BTF”), DANCE TEACHER NETWORK LLC, a New York limited liability company (“Dance Teacher”), NUVO PRODUCTIONS, LLC, a New York limited liability company (“NUVO”), RADIX DANCE CONVENTION, LLC, a Delaware limited liability company (“Radix”, together with Star Dance, BTF, Dance Teacher, NUVO, Radix and each other Person joined as a party to this Agreement as a grantor from time to time, and all of their respective permitted successors and assigns, collectively the “Grantors” and each individually, a “Grantor”), and LAFAYETTE SQUARE LOAN SERVICING, LLC, as agent (in such capacity, together with its successors and assigns in such capacity, “Agent”) for the Lenders (as defined below).

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) by and among Dance Nation Holdings, LLC, a Delaware limited liability company (“Dance Nation”, together with each other Person from time to time joined as a borrower thereto in accordance with Section 6.12 thereof, and all of their respective permitted successors and assigns, collectively, “Borrowers”, and each individually, a “Borrower”), Dance Nation Intermediate, LLC, a Delaware limited liability company (“Holdings”; and together with each other Person from time to time joined as a guarantor thereto or who may hereafter guarantee payment or performance of the whole or any part of the Obligations, and all of their respective permitted successors and assigns, collectively, “Guarantors”, and each individually, a “Guarantor”; the Guarantors together with the Borrowers, the “Credit Parties”, and each individually, a “Credit Party”), the financial institutions which are now or which hereafter become a party thereto (collectively, the “Lenders” and each individually, a “Lender”) and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, each Grantor has granted to Agent a lien and security interest in substantially all of its assets to secure the Obligations; and

WHEREAS, each Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office in order to perfect and/or protect all of Agent’s Liens in the Intellectual Property of each Grantor.

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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the prompt payment and performance to Agent of the Obligations under the Credit Agreement, each Grantor hereby collaterally assigns, pledges and grants to Agent for its benefit and for the ratable benefit of each Lender, a continuing security interest in and to and Lien on all of such Grantor’s Collateral, including all right, title and interest of such Grantor in, to and under the following, whether

now existing or hereafter arising or created and whether now owned or hereafter acquired and wherever located (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of such Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of such Grantor's rights corresponding thereto throughout the world (collectively, the "Trademarks"); *provided* that no security interest shall be granted in United States intent-to-use trademark applications, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely 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 or any registrations that issue therefrom under applicable federal law); and

(b) all reissues, continuations or extensions of the foregoing (as applicable) and all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for any infringement of any Intellectual Property.

Notwithstanding anything to the contrary contained in the foregoing clauses (a) and (b), the security interest created hereby shall not extend to, and the term "Trademark Collateral" shall not include, any license, lease, contract or agreement to which such Grantor is a party and all software or related goods and/or databases licensed or provided thereunder, to the extent, but only to the extent, that such a grant would, under the terms of such license, lease contract or agreement, result in a breach of the terms of, or constitute a default under, such license, lease, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other Applicable Law), *provided, however*, that, upon Agent's reasonable request, such Grantor will use commercially reasonable efforts to obtain consent to the granting of a security interest therein to Agent (to the extent such prohibition is not otherwise unenforceable pursuant to the provisions of Article 9 of the UCC) and, at such time such consent is obtained, the lease, license or other agreement shall constitute "Trademark Collateral" hereunder and the security interest created hereunder shall extend to such lease, license or other agreement, in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the UCC or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit 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 Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Each Grantor hereby represents and warrants to, and agrees with, Agent and Lenders as follows: Schedule 1 hereto accurately lists all registered Trademark Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademark Collateral, this Agreement shall automatically apply thereto. Without limiting any Grantor's obligations under this Section 6, each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new Trademark Collateral of such Grantor identified in a written notice provided by such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend any schedule hereto shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on the schedules hereto.

7. GOVERNING LAW. This Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, applied to contracts to be performed wholly within the State of New York.

8. COUNTERPARTS. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

9. CONSTRUCTION. All references herein to Sections and Schedules shall be construed to refer to Sections of and Schedules to, this Agreement, except where the context clearly requires otherwise. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

10. TERMINATION. The security interests, liens and rights granted to Agent and Lenders hereunder shall continue in full force and effect until all of the Obligations of each Borrower have been paid in full and all commitments of Lenders to extend credit to Borrowers have expired or been terminated. Accordingly, each Borrower waives any rights which it may have under the Uniform Commercial Code to demand the filing of termination statements with respect to the Trademark Collateral, and Agent shall not be required to send such termination statements to Borrowers, or to file them with any filing office, unless and until this Agreement shall have been terminated in accordance with its terms and all Obligations have been paid in full in immediately available funds. All representations, warranties, covenants, waivers and agreements contained herein shall survive termination hereof until all Obligations are paid in full.

[Signature page to follow]

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

GRANTORS:

**STAR DANCE ALLIANCE, LLC
BREAK THE FLOOR PRODUCTIONS LLC
DANCE TEACHER NETWORK LLC
NUVO PRODUCTIONS, LLC
RADIX DANCE CONVENTION, LLC**

By 

Name: Russell Geyser





Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 008177 FRAME: 0476**

SCHEDULE 1

Trademarks

Mark	Application / Registration Number	Status	Owner
BREAK THE FLOOR	4710972	Registered	Break the Floor Productions LLC
	4835660	Registered	Break the Floor Productions LLC
	4984469	Registered	Nuvo Productions, LLC
RADIX	5037657	Registered	Radix Dance Convention, LLC
	5055691	Registered	Radix Dance Convention, LLC
	4980065	Registered	Dance Teacher Network, LLC
Dance Nation	88745410	Application	Break the Floor Productions LLC
Dance Nation	97725912	Application	Break the Floor Productions LLC
Kickin' Brass	88775049	Application	Break the Floor Productions LLC
Body Riot	88775065	Application	Break the Floor Productions LLC
Dance Loud	88775071	Application	Break the Floor Productions LLC
NUVO	6337956	Registered	Nuvo Productions, LLC
Dance360	6113695	Registered	Break the Floor Productions LLC
American Dance Battle	90690271	Application	Break the Floor Productions LLC
The Dance Awards	6892399	Registered	Break the Floor Productions LLC
24 SEV//EN	7015975	Registered	Break the Floor Productions LLC

Schedule to Trademark Security Agreement

**TRADEMARK
REEL: 008177 FRAME: 0477**

	97185357	Application	Break the Floor Productions LLC
DREAM MAKER	6998582	Registered	Star Dance Alliance, LLC
Star Dance Alliance	5584611	Registered	Star Dance Alliance, LLC
Star Dance Alliance and design	5584616	Registered	Star Dance Alliance, LLC
BELIEVE	4683460	Registered	Star Dance Alliance, LLC
STARPOWER	4734973	Registered	Star Dance Alliance, LLC
NEXSTAR	5078049	Registered	Star Dance Alliance, LLC
REVOLUTION	5077503	Registered	Star Dance Alliance, LLC
SDA	6251973	Registered	Star Dance Alliance, LLC
IMAGINE NATIONAL DANCE CHALLENGE (and design)	5970537	Registered	Star Dance Alliance, LLC

Schedule to Trademark Security Agreement