FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

06-21-2000

101386071

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

5.18.00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [x] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [x] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [x] Other THIRD AMENDMENT

Effective Date Month Day Year

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 5-25-94

Name: BALLET MAKERS, INC

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [x] Corporation [ ] Association

[ ] Other

[x] Citizenship/State of Incorporation/Organization: NEW YORK

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: PNC BANK, NATIONAL ASSOCIATION

DBA/AKA/TA:

Composed of:

Address (line 1): TWO TOWERS CENTER BLVD

Address (line 2):

Address (line 3): EAST BRUNSWICK (City) NJ (State/Country) 08816 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [x] Association

[ ] Other

[ ] Citizenship/State of Incorporation/Organization

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

TRADEMARK FEE PROCESS. RECEIVED 2000 MAY 18 A 10: 23 US PATENT & TRADEMARK OFFICE

06/20/2000 DNGUYEN 00000264 75732671

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 75.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 800-833-9848

Name TONYA CHAPPLE

Address (line 1) C/O CSC

Address (line 2) 80 STATE STREET

Address (line 3) ALBANY, NEW YORK 12207

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 15

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
75-732,671			1,130,005		
75-779,713					
75-781,019					

Number of Properties

Enter the total number of properties involved. # 4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 115.00

Method of Payment: Enclosed ☒ Deposit Account ☐

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes ☐ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

TONYA CHAPPLE	Tonya Chapple	5-15-2000
Name of Person Signing	Signature	Date Signed

THIRD AMENDMENT TO TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Ballet Makers, Inc., a New York corporation (hereinafter referred to as the "Grantor") and PNC BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States (the successor to Midlantic Bank, N.A. by virtue of a merger) (herein referred to as "Lender"), are parties to a Revolving Credit and Term Loan Agreement, dated May 25, 1994, as amended, and as further amended and restated by that certain Amended and Restated Loan and Security Agreement of even date herewith between Grantor and Lender (as the same may hereafter be amended from time to time, the "Loan Agreement"); and

WHEREAS, terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Loan Agreement; and

WHEREAS, in order to further effectuate the grant to Lender of a continuing security interest in all of such Grantor's right, title and interest in, to and under the Trademark Collateral (defined in the Trademark Security Agreement as defined below), whether presently existing or hereafter arising or acquired, the Grantor and Lender entered into the Trademark Security Agreement, dated May 25, 1994, as amended by the First Amendment to Trademark Security Agreement and the Second Amendment to Trademark Security Agreement (as amended, the "Trademark Security Agreement"); and

WHEREAS, Grantor and Lender have agreed to further amend the Trademark Security Agreement to specifically reference certain intellectual property rights arising after the date of original execution of the Trademark Security Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Trademark Security Agreement as follows:

The Trademark Security Agreement is hereby amended to add to Schedule I thereto each additional trademark, trademark registration and trademark application, referred to in Schedule IA annexed hereto (which Grantor hereby represents includes all correct and complete information concerning any trademark, trademark registration, and trademark applications in which it has any beneficial interest), and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application.

IN WITNESS WHEREOF, the Grantor has caused this Second Amendment to Trademark Security Agreement to be duly executed as of the 20th day of April, 2000.

GRANTOR:

BALLET MAKERS, INC.

By: _____
Name: Paul Terlizzi
Title: Chief Executive Officer

STATE OF NEW JERSEY :

:ss.

COUNTY OF ESSEX :

BE IT REMEMBERED, that on this 20th day of April, 2000, before me, the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6.1 to take acknowledgments for use in the State of New Jersey, personally appeared Paul Terlizzi, who, I am satisfied is the person who executed the within Instrument as the Chief Executive Officer of Ballet Makers, Inc., the corporation named therein, and I having first made known to him the contents thereof, he did thereupon acknowledge that the said Instrument made by the said corporation and sealed with its corporate seal and delivered by him as such officer, is the voluntary act and deed of said corporation, made by virtue of authority from its Board of Directors, for the uses and purposes therein expressed.

Eleanor M. Doganier

Notary Public

ELEANOR M. DOGANIER
Notary Public of New Jersey
My Commission Expires Jan. 23, 2005

Schedule IA (page 1)
to Second Amendment to
Trademark Security
Agreement

U.S. TRADEMARK APPLICATION
GRANTOR: BALLET MAKERS, INC

SERIAL NO.	DATE FILED	MARK
1,130,005	June 29, 1999	PAVLOVA
75-732671	June 21, 1999	TAPSNEAKER
75-779713	August 20, 1999	BEAUTY FULL
75-781019	August 20, 1999	HOLD AND STRETCH TIGHTS
Pending	Mailed	LEAPING FIGURES

FOREIGN TRADEMARK REGISTRATIONS
GRANTOR: BALLET MAKERS, INC.

COUNTRY	REG NO.	DATE FILED	MARK
European Community	1238963 (app #)	July 13, 1999	Ballet Makers

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WHEREAS, terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Loan Agreement; and

WHEREAS, in order to further effectuate the grant to Lender of a continuing security interest in all of such Grantor's right, title and interest in, to and under the Trademark Collateral (defined in the Trademark Security Agreement as defined below), whether presently existing or hereafter arising or acquired, the Grantor and Lender entered into the Trademark Security Agreement, dated May 25, 1994, as amended by the First Amendment to Trademark Security Agreement and the Second Amendment to Trademark Security Agreement (as amended, the "Trademark Security Agreement"); and

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By: _____
Name: Paul Terlizzi
Title: Chief Executive Officer

STATE OF NEW JERSEY :

:ss.

COUNTY OF ESSEX :

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Eleanor M. Doganier

Notary Public

ELEANOR M. DOGANIER
Notary Public of New Jersey
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