

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)
- Partnership
- Corporation- State: New York
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) December 8, 2021

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

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:

Signature

Leslie Kirsner

Name of Person Signing

December 10, 2021

Date

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

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 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.

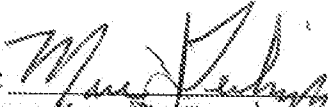
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, 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
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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]

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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	1943 to present
	LaBrie by Capezio	2016 to present
	Dancers Warehouse	2016 to present
	Center Stage Dance Supplies	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
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