

12-19-2000

11-24-00



REC 101554895
TRADEMARKS ONLY

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

Submission Type

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

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other: _____
- License
- Nunc Pro Tunc Assignment
Effective Date: _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date:

Name: Blades Board and Skate, LLC

Oct. 12, 2000

Formerly: _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other: Limited Liability Company

Citizenship / State of Incorporation / Organization: New York

2039676

Receiving Party

Mark if additional names of conveying parties attached

Name: Capital Source Finance, LLC

DBA/AK/A/T/A: _____

Composed of: _____

Address (line 1): 68 Charlton Street

Address (line 2): _____

Address (line 3): New York

NY

10014

City

State / Country

Zip Code

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other: Limited Liability Company

Citizenship / State of Incorporation / Organization: DE

If document is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.

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FOR OFFICE USE ONLY

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

TRADEMARK
REEL: 002196 FRAME: 0582

Domestic Representative (for the first Receiving Party Only)

Name: _____

Address (line 1): _____

Address (line 2): _____

Address (line 3): _____

Address (line 4): _____

Correspondent Name and Address (for the first Receiving Party Only)Name: Syreeta AndersonAddress (line 1): ARNOLD & PORTERAddress (line 2): 555 12th Street N.W.Address (line 3): Suite 1226.4Address (line 4): Washington, DC 20004-1202**Pages**

Enter the total number of pages of the attached conveyance document including any attachments:

6**Trademark Application Number(s) or Registration Number(s)** Mark if additional numbers attachedEnter 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)**

2039676

Number of Properties

Enter the total number of properties involved:

1**Fee Amount**

Fee Amount for Properties Listed (37 C.F.R. 3.41)

\$40.00

Method of Payment

 Enclosed Deposit AccountDeposit Account Number: 01-2510Authorization 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.

James T. Walsh, Esq.

Name of Person Signing

James T. Walsh
Signature11/22/00

Date Signed

COLLATERAL TRADEMARK ASSIGNMENT

THIS COLLATERAL TRADEMARK ASSIGNMENT (this "Assignment") made as of October 12, 2000, by BLADES BOARD AND SKATE, L.L.C., a New York limited liability company (the "Assignor"), with a mailing address at 68 Charlton Street, New York, New York 10014, Attention: Manager, to CAPITALSOURCE FINANCE LLC, a Delaware limited liability company (the "Assignee").

Preliminary Statement. Assignor has entered into the Revolving Credit and Term Loan Agreement dated as of October 12, 2000 (as amended from time to time, the "Loan Agreement") with Assignee. Pursuant to the Loan Agreement, Assignor has entered into the Security Agreement dated as of even date therewith (as the same may be supplemented, modified, amended or restated from time to time in the manner provided therein, the "Security Agreement"), with Assignee, pursuant to which, in order to secure all of its obligations thereunder, Assignor pledged, assigned, conveyed, transferred and delivered to Assignee, and granted to Assignee a continuing security interest in and to (among other things), any and all of Assignor's present and future trademarks. Assignor and Assignee have entered into this Assignment in order to confirm the security interests granted in such collateral, and to permit the recordation of this Agreement and those security interests with the appropriate governmental authorities, all upon the terms and provisions and subject to the conditions hereinafter set forth. It is a condition to the effectiveness of the Loan Agreement and any extensions of credit to or for the benefit of Assignor thereunder that, among other things, Assignor execute and deliver to Assignee this Assignment.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Definitions. The capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.
2. Collateral Assignment of Trademarks. To secure the complete and timely satisfaction of all of the obligations of Assignor to Assignee under this Agreement, the Loan Agreement, the Notes issued pursuant thereto, the other Loan Documents and all other documents, instruments and agreements delivered by Assignor in connection therewith (collectively, the "Obligations"), Assignor hereby assigns to Assignee, as and by way of a security interest having priority over all other security interests, with power of sale upon the occurrence of an Event of Default, and grants Assignee a security interest in, all of Assignor's right, title and interest in and to all of the following, whether now existing or hereafter arising:

(i) all trademarks listed on Schedule A attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing, together with the items described in clauses (A) through (D), inclusive, with respect thereto in which Assignor now or hereafter have any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Marks"); and

(ii) the goodwill of Assignor's business connected with and symbolized by the Marks; provided, that Assignee has not assumed any of the obligations or other liabilities of Assignor under or respecting the Marks, which remain the sole obligation of Assignor.

3. Amendment. Assignor hereby authorizes Assignee to modify this Agreement (without the signature of Assignor) by amending Schedule A hereto to include any and all future trademarks, trademark licenses and trademark applications, which are included as "Trademarks" above and as "Collateral" under (and as defined in) the Loan Agreement or Security Agreement, whenever acquired or created.

4. Interpretation. This Agreement is not intended, and shall not be deemed or construed, to supersede, diminish or change any of the terms or provisions of the Loan Agreement or the Security Agreement. This Agreement shall be governed and construed in accordance with all of the terms and provisions of the Loan Agreement and the Security Agreement, and Assignee shall have all of the rights, powers, privileges and remedies granted by those terms and provisions, as if those terms and provisions were fully set forth herein. All of Assignee's rights, powers, privileges and remedies with respect to the Marks, whether established by this Agreement, the Loan Agreement, the Security Agreement or any other Loan Document or applicable law, shall be cumulative and may be exercised singularly or concurrently in such order and manner as Assignee may elect.

5. Termination of Security Interest. This Assignment is made for collateral purposes only. Upon satisfaction in full of the Obligations and termination of the Loan Agreement, title to the Marks shall automatically revert to Assignor. Assignee shall, at Assignor's expense, execute and deliver to Assignor all termination statements and other instruments as may be necessary or proper to terminate Assignee's security interest in, and to revert in Assignor all right, title and interest in and to, the Marks transferred to Assignee pursuant to this Assignment, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to any of the other Loan Documents. Any such termination statements and instruments shall be without recourse upon or warranty by Assignee.

6. Assignee's Right to Sue. From and after the occurrence of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Marks, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 6.

7. No Waiver. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

8. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

9. Modification. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

10. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns and shall inure to the benefit of Assignee and its respective successors, assigns and nominees.

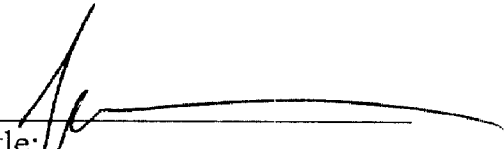
11. Governing Law. This Assignment shall be governed by and construed in accordance with the internal law of the State of New York.

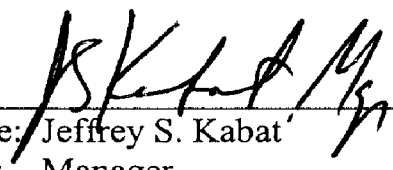
[Next page is signature page]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the date first above written.

BLADES BOARD AND SKATE, L.L.C.

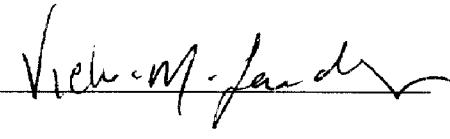
Attest:

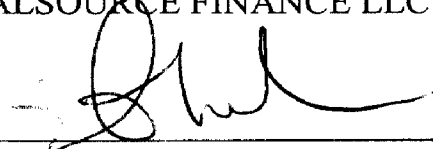
By: 
Title: _____
(SEAL)

By: 
Name: Jeffrey S. Kabat
Title: Manager

CAPITALSOURCE FINANCE LLC

Attest:

By: 
Title: _____
(SEAL)

By: 
Name: _____
Title: _____

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

I, the undersigned, a Notary Public in and for the jurisdiction above mentioned do hereby certify that Jeffrey S. Kabat known to me to be the Manager of BLADES Board and Skate, L.L.C. and the same person whose name is subscribed to the foregoing Collateral Trademark Assignment, appeared before me this day and acknowledged that he signed and delivered said assignment as such officer of said company, as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 17th day of October, 2000.

(NOTARIAL SEAL)

ROBERT G. HYNES
Notary Public, State of New York
No. 21,487,129
Qualified in New York County
Commission Expires: 12/31/2000

Robert G. Hynes
Notary Public

My Commission Expires: 12/31/2000

SCHEDULE A

TRADEMARKS

<u>Country</u>	<u>Mark</u>	Application or Serial Number	Application or Filing Date	Registration No.	Date of Issue
United States	BLADES Board and Skate [logo]			74/626, 463	January 7, 1997