

05-16-2001



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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MAY 4 2001

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): SkateNation, Inc.
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Colony Lake, LLC
Internal
Address:
Street Address: 213 Colony Lake Dr.
City: Richmond State: VA Zip: 23233
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other limited liability company - Virginia
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)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other Bankruptcy Order
Execution Date: March 23, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75345697
B. Trademark Registration No.(s) 2181525, 2194425, 2202374, 2183011
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: R. Joel Ankney
Internal Address: Troutman Sanders Mays & Valentine LLP
Street Address: 4425 Corporation Ln., Ste. 420
City: Virginia Beach State: VA Zip: 23462

6. Total number of applications and registrations involved: 15
7. Total fee (37 CFR 3.41): \$ 390.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.
Danny E. Darlin
Name of Person Signing
Signature
4/26/01
Date
Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002296 FRAME: 0588

**Continuation Sheet to Recordation Form Cover Sheet
TRADEMARKS ONLY**

1. Name of Conveying Party: SkateNation, Inc.
2. Name of Receiving Party Colony Lake, LLC

Item 4.B. Trademark Registration Nos. (continued):

2150626, 2249694, 2172600, 2256013, 2373168, 2269658, 2392375, 2378206,
2164757, 2248104

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212-907-7300

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re: : Chapter 11
: Case Nos. 00-B-41065 (SMB)
RANDALL'S ISLAND FAMILY GOLF : through 00-B-41196 (SMB)
CENTERS, INC., et al., :
: (Jointly Administered)
Debtors. :
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**ORDER PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE
AND BANKRUPTCY RULE 6004 APPROVING AND AUTHORIZING THE
SALE OF CERTAIN TRADEMARKS OF SKATENATION, INC. FREE AND
CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS**

Upon the motion (the "Motion") of the above-captioned debtors and debtors-in-possession (the "Debtors"), including SkateNation, Inc., for an order pursuant to section 363(b) and (f) of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") *inter alia*, (i) approving and authorizing the sale of certain property free and clear of liens, claims, encumbrances and interests (collectively "Encumbrances"); (ii) approving certain sale procedures to be used in connection with such sales; and (iii) approving forms of transfer agreements; and upon the Order of this Court dated January 23, 2001 (the "Order") *inter alia*, (i) authorizing an auction of the sale of the Debtors' assets to take place on February 9, 2001 (the "Auction"); (ii) approving the terms and conditions of the Auction, including

skatenation trademarks order.WPD



TRADEMARK
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bidding procedures related thereto (the "Bidding Procedures"); (iii) establishing a deadline for submission of cure amounts and other material information with respect to certain leases to be sold; and (iv) fixing hearings to approve the Auction results, lease transactions and to resolve any disputes regarding cure amounts or objections to lease assignments;

And it appearing that the Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) (A), (N) and (O);

And it appearing that good and sufficient notice of the Motion has been given to (i) the Office of the United States Trustee, (ii) Berlack, Israels & Liberman, LLP, counsel to the Official Committee of Unsecured Creditors (the "Committee"), (iii) Morgan, Lewis & Bockius, LLP, counsel for The Chase Manhattan Bank, as agent for the Debtors' pre-petition lenders (the "Banks"), (iv) all parties who have filed a notice of appearance in these chapter 11 cases, and (v) parties asserting Encumbrances, if any, on the trademarks described in the Contract (as defined below) (the "Trademarks").

NOW, THEREFORE, the Court hereby finds as follows:

A. The Trademarks was properly subject to the Auction in accordance with the Bidding Procedures;

B. The transfer of the Trademarks to Colony Lake, LLC (the "Purchaser") on the terms set forth in the Trademark Assignment Agreement (the "Contract"), attached hereto as Exhibit A, is in the best interests of the Debtors, their estates and their creditors, and the Debtors have articulated good and sufficient business justification to transfer the Trademarks to the Purchaser on the terms set forth in the Contract.

C. The terms of the Contract are fair and reasonable.



D. The Bidding Procedures afforded a full and fair opportunity for any entity to make a higher and better offer to purchase the Trademarks.

E. A reasonable opportunity to object or be heard regarding the relief requested in the Motion has been afforded to all interested persons and entities, parties, if any, who are known to claim interests or liens upon the Trademarks.

F. The only bid for the Trademarks at the Auction was the Purchaser's bid for the purchase price set forth in the Contract, which bid was not accepted by the Debtors at the Auction. Since the Auction, the Debtors have not been able to locate any purchaser at a higher amount.

G. The Purchaser executed the Contract in good faith and at arm's length. The Purchaser is entitled to the protections of a good faith purchaser pursuant to section 363(m) of the Bankruptcy Code with respect to the transaction approved hereby.

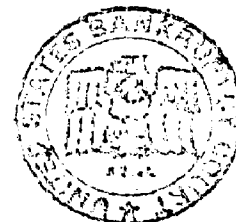
H. The Trademarks may be sold pursuant to section 363(f) of the Bankruptcy Code, free and clear of any Encumbrance upon the Trademarks.

ACCORDINGLY, after due deliberation, and sufficient cause appearing therefor, it is hereby

ORDERED that the Motion is granted to the extent provided below; and it is further

ORDERED that any objections to the transfer of the Trademarks that have not been withdrawn, waived or settled, and all reservations of rights therein, are overruled on the merits, except as specifically set forth below; and it is further

ORDERED that the terms and conditions of the Contract are hereby approved, and the transfer of the Trademarks is hereby authorized under section 363(b) and (f) of the Bankruptcy Code; and it is further



ORDERED that the Debtors are authorized to execute and deliver, and empowered to fully perform under, consummate and implement, the Contract, or the Assignment of Trademarks in the form annexed to the Contract, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Contract; and it is further

ORDERED that pursuant to section 363(f) of the Bankruptcy Code and Bankruptcy Rule 6004(c), the Debtors be, and hereby are, authorized to transfer the Trademarks free and clear of all Encumbrances, with all such Encumbrances to attach to the proceeds of such transfer in the order of their priority, with the same validity, force and effect which they now have as against the Trademarks; and it is further

ORDERED that except as may be expressly permitted by the Contract, all persons and entities holding Encumbrances of any kind and nature with respect to the Trademarks are hereby barred from asserting Encumbrances against the Purchaser, its successors or assigns, or the Trademarks; and it is further

ORDERED that if any person or entity that has filed financing statements or other documents or agreements evidencing Encumbrances on the Trademarks shall not have delivered to the Debtors prior to the Closing (in proper form for filing and executed by the appropriate parties), termination statements, instruments of satisfaction, releases of all Encumbrances that the person or entity has with respect to such Trademarks, the Purchaser hereby is authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to such Trademarks. The foregoing notwithstanding, the provision of this Order authorizing the transfer of the Trademarks free and clear of Encumbrances shall be self-executing, and notwithstanding the failure of the Debtors, the



Purchaser or any other party to execute, file or obtain releases, termination statements, assignments, consents or other instruments to effectuate, consummate and/or implement the provisions hereof, all Encumbrances on such Trademarks shall be deemed released; and it is further

ORDERED that this Order shall be binding upon and govern the acts of all entities, including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons or entities who may be required by operation of law, the duties of their office or contract to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report to or insure title or state of title in or to any of the Trademarks. Each and every federal, state and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Contract, including without limitation, documents and instruments for recording in any governmental agency or department required to transfer to the Purchaser the Trademarks, and county and state offices wherein termination statements under the Uniform Commercial Code are authorized to be filed; and it is further

ORDERED that the Purchaser shall be entitled to the protections of section 363(m) of the Bankruptcy Code; and it is further

ORDERED that this Court retains jurisdiction (i) to enforce and implement the terms and provisions of the Contract, (ii) to resolve any disputes arising under or related to the Contract and (iii) to interpret, implement and enforce the provisions of this Order; and it is further



ORDERED that the Contract and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms that any such modification, amendment or supplement is not material and adverse to the Debtors or any other party affected thereby; and it is further

ORDERED that, except as otherwise provided herein, all proceeds of the transfer of the Trademarks shall be deposited into a segregated, interest-bearing account (the "Account") of the Debtors and be held therein until further order of this Court upon written notice to the Debtors, the Banks, the Official Committee of Unsecured Creditors and holders of other liens on the Trademarks; and it is further

ORDERED that in accordance with Bankruptcy Rule 6004(g), this Order shall be effective and enforceable immediately upon entry.

Dated: New York, New York
March 2, 2001

/s/ STUART M. BERNSTEIN
UNITED STATES BANKRUPTCY JUDGE



I hereby attest and certify on 3-23-01
that this document is a full, true and correct
copy of the original filed on the court's
electronic case filing system.

Clerk, US Bankruptcy Court, SDNY

By: Maryl J. [Signature] Deputy Clerk