

08-03-2001

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 3/31/2002) Tab settings



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

101798036

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

1. Name of conveying party(ies): Family Golf Centers, Inc. 7-30-01
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: Martini On Ice, LLC Internal Address: Street Address: 10826 Omaha Trace City: Union State: KY Zip: 41091
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other KY Limited Liability Company
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
Execution Date:

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/687072 B. Trademark Registration No.(s) 2,148,874 2,235,776 2,236,588
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: W. Thomas Fisher, Attorney for Martini On Ice, LLC Internal Address: 08/02/2001 TBIAZ1 00000187 75687072 49.00 OP 75.00 OP
Street Address: 40 W. Pike Street City: Covington State: KY Zip: 41011

6. Total number of applications and registrations involved: 4
7. Total fee (37 CFR 3.41).....\$ 115.00
Enclosed Authorized to be charged to deposit account

8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

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. Philip J. Gund Name of Person Signing Signature Date 7/23/01
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: 002339 FRAME: 0238

TRADEMARK ASSIGNMENT

FAMILY GOLF CENTERS, INC., a New York corporation ("Assignor"), for valuable consideration, the receipt of which is hereby acknowledged, by these presents does hereby assign, transfer and convey unto Martini On Ice, LLC ("Assignee"), with its principal office at 10826 Omaha Trace, Union, Kentucky, and its successors and assigns between Assignor and Assignee (the "Agreement"), all of its right, title and interest in and to the trademarks and tradenames (collectively, the "Trademarks") set forth on Exhibit A to the Agreement, along with any and all claims for past infringement, and the right to initiate suit and obtain damages and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation whether prior to or subsequent to the date hereof, of such Trademarks or of any proprietary or other rights in such Trademarks, together with the good will of the business symbolized by such Trademarks.

TO HAVE AND TO HOLD the aforementioned properties, assets and rights unto Assignee, its successors and assigns, to and for its use forever.

IN WITNESS WHEREOF, Assignor has caused this instrument to be duly executed as of ~~June 27~~ 2001.

July

FAMILY GOLF CENTERS, INC.

Philip J. Gurd

Name: *Philip J. Gurd*
Title: *CEO*

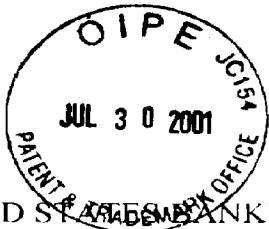
STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this *27th* day of *July*, 2001, before me personally came *Philip J. Gurd*, to me known, being by me duly sworn, did depose and say that ~~he/she~~ resides at _____; and that he/she is the *CEO* and an authorized signatory of Family Golf Centers, Inc., the corporation described herein and which executed the foregoing instrument, and that he/she executed and delivered said instrument on behalf of said corporation by the authority of the Board of Directors of said corporation.

My Commission Expires:
10/12/01

Ronald L. Horan

Notary Public



UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
 In re: : Chapter 11
 : Case Nos. 00-41065
 RANDALL'S ISLAND FAMILY GOLF : through 00-41101 and
 CENTERS, INC., et al.: 00-41103 through 00-41196 (SMB)
 :
 : (Jointly Administered)
 Debtors. :
 -----X

**ORDER APPROVING AND AUTHORIZING THE SALE OF
CERTAIN TRADEMARKS TO MARTINI ON ICE, LLC, FREE
AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES**

Upon the motion (the "Motion") of the above-captioned debtors and debtors-in-possession (the "Debtors"), including Family Golf Centers, Inc., for an order pursuant to section 363(b) and (f) of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004, authorizing the sale of certain trademarks (the "Trademarks") set forth in Exhibit A to the Motion, to Martini On Ice, LLC (the "Purchaser"), pursuant to the agreement (the "Agreement") attached as Exhibit B to the Motion, free and clear of liens, claims and encumbrances (collectively, "Encumbrances"), the Court hereby finds as follows:

- A. This 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).
- B. Good and sufficient notice of the Motion has been given to (i) the Office of the United States Trustee, (ii) counsel to the Official Committee of Unsecured Creditors, (iii) counsel to The Chase Manhattan Bank, as Agent ("Chase") and (iv) all parties filing a notice of appearance in these cases.

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C. The Trademarks were properly subject to the February 9, 2001 auction (the "Auction") of substantially all of Debtors' assets.

D. The Purchaser made the highest and best offer to purchase the Trademarks.

E. The transfer of the Trademarks to Purchaser on the terms set forth in the Agreement is in the best interests of the Debtors, their estates and their creditors.

ACCORDINGLY, after due deliberation, and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

- Samp*
7/16/01
1. The Motion is granted. *to the extent indicated below*
 2. The terms and conditions of the Agreement are hereby approved, and the

transfer of the Trademarks is hereby authorized under sections 363(b) and (f) of the Bankruptcy Code.

3. The Debtors are authorized to execute and deliver, and empowered to fully perform under, consummate and implement, the Agreement, and the Assignment of Trademarks in the form annexed to the Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Agreement.

4. Pursuant to section 363(f) of the Bankruptcy Code and Bankruptcy Rule 6004(c), the Debtors 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.



5. Except as may be expressly permitted by the Agreement, 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.

6. 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.

7. This Order shall be binding upon and govern the acts of all entities, including without limitation, all filing agents, filing officers, administrative agencies, governmental departments, 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. 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 Agreement, including without limitation, documents and instruments for recording in any governmental agency or department required to transfer the Trademark to the Purchaser.

8. This Court retains jurisdiction (i) to enforce and implement the terms and provisions of the Agreement, (ii) to resolve any disputes arising under or related to the Agreement and (iii) to interpret, implement and enforce the provisions of this Order.



9. The Agreement 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.

10. Except as otherwise provided herein, all proceeds of the transfer of the Trademarks shall be deposited into the account of the Debtors established for the proceeds of the sales of the Debtors' assets and be held therein until further order of this Court upon written notice to the Debtors, Chase and the Committee.

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

Dated: New York, New York
July 16, 2001

/s/Stuart M. Bernstein

UNITED STATES BANKRUPTCY JUDGE

I hereby attest and certify on 7/17/01
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: [Signature] Deputy Clerk



Friday, January 05, 2001
 Client: FGCI Family Golf Centers, Inc.

Client Status Report

Page: 1

Trademark Name	Case Number	Application Number/Date	Registration Number/Date	Attorney(s)	Next Action(s)	Due Date(s)
Design ("Golf Green")	110997-4000003	75/188361	2148874	JIS	Att of Use Due in 1 Year	07-Apr-2003
United States of America	Registered	28-Oct-1996	07-Apr-1998	ADI		
Country Number:	Owner: FGCI			CK		
	Classes: 25, 28, 35, 41					
	Goods:					
	Class: 25					
	Clothing and apparel, namely, shirts and tee shirts.					
	Class: 28					
	Sporting articles, namely, golf gloves.					
	Class: 35					
	Retail store services in the field of products and accessories relating to the game of golf.					
	Class: 41					
	Education and entertainment services, namely, instructional programs and lessons in the game of golf and the operation of golf courses and golf driving ranges.					

Remarks: 12/14/99 - Corrected Certificate of Registration published to include reference re colors of the drawing of the mark.

Client Status Report

Friday, January 05, 2001
Client: FGCI Family Golf Centers, Inc.

Trademark Name: FAMILY GOLF CENTERS Case Number: 110997-4000001 Application Number/Date: 75/687072 Registration Number/Date: JJS Response to Office Action Due: 10-Jan-2001

Status: Disconf'd 20-Apr-1999 ADI CK

Owner: FGCI

Classes: 18, 25, 28, 35, 41

Goods:

Class : 18
Tote bags, duffel bags and shopping bags; umbrellas (golf).

Class : 25
Clothing and apparel, namely, hats, shirts, tee shirts, wind shirts, shorts, pants, socks, jackets, sweatshirts, sweatsuits, vests, golf rain pants and rain jackets.

Class : 28
Sporting articles, namely, golf gloves, golf bags, golf balls, golf tees, golf ball markers; golf towels, golf buckets, golf bag tags.

Class : 35
Retail store services in the field of products and accessories relating to the game of golf, ice hockey, figure skating and bowling.

Class : 41
Education and entertainment services, namely instructional programs and lessons in the game of golf, figure skating, ice hockey and bowling; operation of golf courses and golf driving ranges; ice skating rinks, miniature golf courses and amusement complexes; restaurant and bar services; and providing facilities for parties.

Remarks: 12/20/00 - Per client, do not respond to Office Action dated 7/10/00; allow abandonment

Friday, January 05, 2001
Client: FGCI Family Golf Centers, Inc.

Client Status Report

Trademark Name _____ Case Number _____ Application Number/Date _____ Registration Number/Date _____ Attorney/Date _____ Next Action/Date _____ Due Date(s) _____

SPORTS PLUS 110997-3008001 7573B5825 06-Nov-1997 30-Mar-1999 IJS ADI 30-Sep-2004

Registered
Owner: FGCI
Classes: 25, 35, 41, 42
Goods: CK

Class : 25
Clothing, namely, tee shirts, sweatshirts, hats and caps.

Class : 35
Retail store services featuring clothing, caps, souvenirs, disposable cameras and film; providing facilities for business meetings.

Class : 41
Entertainment in the nature of bowling alleys, ice skating rinks, amusement arcades, amusement park rides, cinema theaters, and cinema and motion theaters, namely, motion picture theaters designed to show specially produced films and equipped with hydraulically controlled seats that move in conjunction with the films being shown.

Class : 42
Restaurant and bar services; providing banquet and social function facilities for special occasions; providing facilities for conventions; providing facilities for exhibitions; and catering.

Client Status Report

Friday, January 05, 2001

Client: FGCI Family Golf Centers, Inc.

Trademark Name	Case Number	Application Number/Date	Registration Number/Date	Attorney(s)	Next Action(s)	Due Date(s)
SPORTS PLUS and Design	110997-3000002	75/385826	2236588	JIS	Aff of Use Due in 6 Mo	06-Oct-2004

Registered

Owner: FGCI

Classes: 25, 35, 41, 42

Country Number: CK

Goods:

Class : 25
Clothing, namely, tee shirts, sweatshirts, hats and caps.

Class : 35
Retail store services featuring clothing, caps, souvenirs, disposable cameras and film; providing facilities for business meetings.

Class : 41
Entertainment in the nature of bowling alleys, ice skating rinks, amusement arcades, amusement park rides, cinema theaters, and cinema and motion theaters, namely, motion picture theaters designed to show specially produced films and equipped with hydraulically controlled seats that move in conjunction with the films being shown.

Class : 42
Restaurant and bar services; providing banquet and social function facilities for special occasions; providing facilities for conventions; providing facilities for exhibitions; and catering.