

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SkateNation Plus, LLC		10/31/2004	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA	
Name:	Frozen Pond Investments, LLC
Street Address:	636 Johnston Willis Drive
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23236
Entity Type:	Limited Liability Company: VIRGINIA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2764979	SKATENATION PLUS THE NEW SPIRIT OF SKATING
Registration Number:	2181525	FIRST STEP
Registration Number:	2164757	SKATENATION THE NEW SPIRIT OF SKATING
Registration Number:	2378206	SKATENATION SPORTS
Registration Number:	2392375	SKATENATION SPORTS
Registration Number:	2249694	RISING STARS
Registration Number:	2256013	SKATEESCAPE
Registration Number:	2269658	SKATENATION CAFE
Registration Number:	2202374	LEARN TO SK8TE
Registration Number:	2172600	SKATE ESCAPE
Registration Number:	2183011	PERRY POWER
Registration Number:	2194425	INTERNATIONAL SKATING CENTER
Registration Number:	2248104	SKATENATION THE NEW SPIRIT OF SKATING
Registration Number:	2150626	PROSTART

OP \$390.00 2764979

Registration Number:

2373168

SKATENATION

CORRESPONDENCE DATA

Fax Number: (804)698-5142

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (804) 697-1278

Email: trademarks@troutmansanders.com

Correspondent Name: Robert L. Brooke

Address Line 1: 600 Peachtree Street, N.E., Suite 5200

Address Line 2: Bank of America Plaza

Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:

012977.5

NAME OF SUBMITTER:

Robert L. Brooke

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of September 13, 2004 (the "Effective Date"), is made by SkateNation Plus, LLC, a Virginia limited liability company, located in Richmond, Virginia ("Assignor"), to Frozen Pond Investments, LLC, a Virginia limited liability company, located in Richmond, Virginia ("Assignee").

WITNESSETH

WHEREAS, Assignor developed and owns the registered marks set forth on Schedule A attached hereto and incorporated herein by this reference (referred to collectively herein as the "Marks"); and

WHEREAS, Assignor agrees to assign, and Assignee agrees to acquire, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby confirms *nunc pro tunc* the assignment to Assignee, its successors and assigns of all the right, title and interest of Assignor throughout the world in and to the Marks and the corresponding registrations therefor, and all rights of extension and renewal to the fullest extent allowed by law, together with the goodwill of the business symbolized by such Marks.

2. Assignee shall have all right to register, extend, renew, maintain, defend and enforce the Marks, and any and all registrations resulting therefrom, in its own name in the United States and any foreign country, and Assignor hereby agrees to execute any documents and perform any acts that Assignee may request from time to time to ensure that all rights intended to be transferred to Assignee by this Assignment have been transferred, and to enable and assist Assignee to perfect, by registration or otherwise, and to protect, by enforcement actions or otherwise, all rights to be transferred by this Assignment.

3. Assignor hereby assigns to Assignee, its successors and assigns all causes of action and claims of infringement of the Marks under the trademark laws of the United States, foreign countries and international trademark conventions and treaties that have accrued to Assignor as of the date hereof. Assignor hereby further agrees to cooperate fully, at Assignee's cost, with Assignee in the enforcement of all such causes of action and claims.

4. Assignor hereby represents and warrants that (i) as of the Effective Date, it was the exclusive owner of the Marks, as well as the goodwill of the business symbolized by the Marks, free and clear of all liens, (ii) it has full authority to enter into this Assignment, (iii) to the

best of its knowledge, neither this Assignment nor any right granted herein violates any obligation owed to, or right of, any third party, and no person, firm or entity other than Assignor has any rights in, or right or option to acquire, any of the Marks, and (iv) except for the alleged claims by Linda Roth to the SkateNation Plus website, there is no litigation or proceeding pending, or to Assignor's actual knowledge, threatened against or relating to the Marks.

5. Assignor hereby agrees that this Assignment shall be binding upon its representatives, successors and assigns.

6. Assignor hereby agrees that this Assignment shall be governed by the laws of the Commonwealth of Virginia, without reference to its choice of law provisions.

7. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be effective as of the date first appearing above.

SkateNation Plus, LLC

By Robert C. Sledd
Name: Robert C. Sledd
Title: Manager

COMMONWEALTH OF Virginia
CITY/COUNTY OF Harrison

The foregoing instrument was acknowledged before me by Robert C. Sledd, Manager, for and on behalf of SkateNation Plus, LLC, this _____ day of October, 2004.

Vicki Norwood
Notary Public

My commission expires 2/29/08

1298975.2



Schedule A**Registered Trademarks**

<u>Marks</u>	<u>Registration No.</u>
SKATENATION PLUS THE NEW SPIRIT OF SKATING and design	2,764,979
FIRST STEP	2,181,525
SKATENATION THE NEW SPIRIT OF SKATING and design	2,164,757
SKATENATION SPORTS and design	2,378,206
SKATENATION SPORTS	2,392,375
RISING STARS	2,249,694
SKATEESCAPE and design	2,256,013
SKATENATION CAFE and design	2,269,658
LEARN TO SK8TE	2,202,374
SKATE ESCAPE	2,172,600
PERRY POWER	2,183,011
INTERNATIONAL SKATING CENTER	2,194,425
SKATENATION THE NEW SPIRIT OF SKATING and design	2,248,104
PROSTART	2,150,626
SKATENATION	2,373,168