

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	Security Interest to Secure Lease Payment and Performance
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Frozen Pond Investments, LLC		09/13/2004	Limited Liability Company: VIRGINIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Sledd Properties, LLC
<b>Street Address:</b>	c/o Robert C. Sledd
<b>Internal Address:</b>	12500 West Creek Parkway
<b>City:</b>	Richmond
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	23238
<b>Entity Type:</b>	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
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**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:	012868.1
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NAME OF SUBMITTER:	Robert L. Brooke
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Total Attachments: 9  
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## DEED OF LEASE

THIS DEED OF LEASE, dated as of September 13, 2004, by and between SLEDD PROPERTIES, LLC, a Virginia limited liability company ("Landlord"); and FROZEN POND INVESTMENTS, LLC, a Virginia limited liability company ("Tenant").

### WITNESSETH:

That for and in consideration of the rent hereinafter reserved, and the covenants contained herein, the parties hereby agree as follows:

1. Leased Premises.

1.1 Description of Leased Premises.

(a) Landlord hereby leases to Tenant approximately 44,054 square feet of space ("Tenant's Floor Area") in the 63,407 square foot building located at 4350 Pouncey Tract Road, Glen Allen, Virginia 23060 (the "Building") as shown within hatched lines on the drawing attached hereto as Exhibit A as a part hereof, together with the mezzanine area which shall be included in the space leased to Tenant but not included in Tenant's Floor Area for calculation of Rent (as hereinafter defined) or in the square footage of the Building for calculation of Tenant's prorata share of expenses as provided herein (the "Premises"). The Building is located in the Downtown Short Pump shopping center (the "Shopping Center").

(b) Notwithstanding the foregoing, Landlord and Tenant agree that, prior to completion of the Landlord's Improvements (as defined herein) in accordance with Paragraph 1.2, (i) Tenant's Floor Area shall be deemed to be the area which is available for occupancy by Tenant as of the date of this Lease, which Landlord and Tenant agree is 28,298 square feet, and (ii) all Rent due and payable hereunder shall be calculated based on Tenant's Floor Area of 28,298 square feet.

1.2 Landlord's Improvements.

(a) Landlord and Tenant acknowledge that Landlord is in the process of converting a portion of the Building from use as a skating rink to general retail space and making related improvements to the Premises including (i) the work shown on the schematic plans attached hereto as Exhibit B as a part hereof (the "Building Plans") consisting of (A) construction of demising walls separating the Premises from the remainder of the Building, (B) removal of the existing elevator within the Premises, (C) reduction in the area of and improvements to the mezzanine area which are required to satisfy requirements of the building code, including installation of a stairway to such area, (D) construction of additional locker rooms for a total of six (6) locker rooms, and (E) construction of a new entrance to the Premises on the west side of the Building, (ii) demolition of existing improvements as required for completion of the work shown on the Building Plans and described above, (iii) relocation of existing or installation of

35. Cumulative Remedy. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

36. Authority. If Tenant or Landlord is a corporation, trust, general or limited partnership or limited liability company, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said entity.

37. Transition from Landlord's Operations.

37.1 Reservations and Advance Deposits. Prior to the Commencement Date, an affiliate of Landlord has operated an ice skating facility within the Premises and, in connection with such operations, has accepted reservations for future events and has collected advance deposits for such future events as set forth on Exhibit C, attached hereto as a part hereof. Tenant agrees to recognize such reservations and Landlord agrees that the amount of the deposits as set forth on Exhibit C will be credited against Tenant's initial payment of Basic Monthly Rent.

37.2 Copier. An affiliate of Landlord leases a copier from IOS Capital (the "Leased Equipment") which has been used in connection with the operation of the ice skating facility on the Premises pursuant to a separate lease (the "Equipment Lease"), a copy of which is attached hereto as Exhibit D as a part hereof. Landlord agrees to cause the Leased Equipment to remain in the Premises for Tenant's use during the month of September, 2004. At the end of such month, Tenant shall advise Landlord as to whether Tenant desires, in its sole and absolute discretion, to assume the Equipment Lease or to terminate its use of the Leased Equipment. If Tenant elects to assume the Equipment Lease, Landlord's affiliate and Tenant shall execute and deliver an assignment and assumption agreement pursuant to which Landlord's affiliate assigns to Tenant and Tenant assumes from Landlord's affiliate all rights and obligations of Landlord's affiliate accruing under the Equipment Lease after the effective date of such assignment and pursuant to which Landlord will cause its affiliate to indemnify, defend and hold Tenant harmless from and against any obligations of Landlord's affiliate accruing prior to the effective date of such assignment. If Tenant elects to terminate its use of the Leased Equipment, Landlord shall promptly cause the removal of the Leased Equipment from the Premises and Tenant shall have no obligation for the Equipment Lease. Tenant shall reimburse Landlord's affiliate for the rental charges for the Leased Equipment for the period of Tenant's use at the rate set forth in the Equipment Leases.

37.3 Transfer of Personal Property; Security Interest. Contemporaneously with the execution of this Lease, Landlord and its affiliates have transferred to Tenant the personal property described on Exhibit E, attached hereto as a part hereof (the "Transferred Personalty"). As security for payment of all Rent due and payable pursuant to this Lease and for the performance of all of Tenant's other obligations under this Lease, Tenant grants Landlord a security interest in the Transferred Personalty and all replacements thereof and proceeds therefrom in accordance with all applicable provisions of the Virginia Uniform Commercial Code; provided, however such security interest (i) shall not attach to any dasherboards which are

a part of the Transferred Personalty and (ii) shall attach only to replacements of items of the Transferred Personalty which are sold or traded for more than nominal consideration. Tenant agrees that Landlord shall have the right to file financing statements with the State Corporation Commission and the Clerk's Office, Circuit Court, Henrico County, Virginia and, with respect to the trademarks which are a part of the Transferred Property, file notices of Landlord's security interest with the U.S. Patent and Trademark Office to perfect such security interest and Tenant agrees to cooperate with Landlord in connection with such filings including signing any documents required to complete such filings as reasonably requested by Landlord.

38. Miscellaneous.

(a) As used in this Lease, and where the context requires: (1) the masculine shall be deemed to include the feminine and neuter and vice-versa; and (2) the singular shall be deemed to include the plural and vice-versa.

(b) Landlord and Tenant do hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage, and any emergency statutory or any other statutory remedy.

(c) Tenant shall have the right to install building mounted exterior signage on the west side of the Building and on the north side of the Building in accordance with all applicable requirements of Henrico County, Virginia with the Premises being entitled to a prorata allocation of the total signage allowed for the Building. The design of any such signage shall be subject to Landlord's approval pursuant to Paragraph 9. Otherwise, Tenant covenants and agrees that it shall not inscribe, affix or otherwise display signs, advertisements or notices in, on, upon or behind any windows or on any door, partition or other part of the interior or exterior of the Building which is visible from outside of the Premises without the prior written consent of Landlord, which consent Landlord shall not be obliged to grant. Upon the expiration or earlier termination of this Lease, only if and when directed by Landlord in writing, Tenant shall, at Tenant's expense, promptly remove any such signs, advertisements or notices and repair any damage to the Premises resulting therefrom.

(d) Tenant covenants and agrees that it shall not attach or place awnings, antennas or other projections to the outside walls or any exterior portion of the Building unless approved by Landlord in its reasonable discretion. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with any window or door of the Premises, without the prior written consent of Landlord, which consent Landlord shall not unreasonably withhold. Upon the expiration or earlier termination of this Lease, Tenant shall, upon the request of Landlord, at Tenant's expense, promptly remove any such curtains, blinds, shades, screens, awnings, antennas or other projections, and repair any damage to the Premises resulting therefrom.

(e) Tenant further covenants and agrees that it shall not and Landlord hereby agrees that it shall not and shall not permit any other tenant or occupant of the Building to pile or place or permit to be placed any goods on the sidewalks or parking lots in the front, rear or sides of the Building, or to block said sidewalks, parking lots and loading areas. Tenant hereby agrees that it shall not do anything that directly or indirectly will adversely affect any of the rights of any other tenant of Landlord, and Landlord hereby agrees that it shall not do or authorize any other tenant or occupant of the Building to do anything that directly or indirectly will adversely affect any of the rights of Tenant.

(f) Except as otherwise expressly provided, neither Landlord nor Tenant shall be deemed to have waived any of the provisions hereof unless the waiver be in writing and signed by the party against whom waiver is sought to be enforced.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this lease as of the day and year below written by their duly authorized partner or officer, as the case may be.

LANDLORD:

SLEDD PROPERTIES, LLC

By: Robert C. Sledd  
Robert C. Sledd, Manager

TENANT:

FROZEN POND INVESTMENTS, LLC

By: Brad D. Robinson  
Name: Brad D. Robinson  
Title: President

EXHIBIT E

Transferred Personalty

Doc#1294407v6



EXHIBIT "E"

00125 SkateNation Plus, LLC

31-1755298

FYE: 12/31/2003

<u>Asset</u>	<u>Description</u>	<u>Date In Service</u>
<u>5-year GDS Property:</u>		
46	IBM THINKCENTRE A50PSMB	10/13/03
47	RENTAL SKATES	12/01/03
<u>7-year GDS Property:</u>		
36	TOP SHOT HOCKEY	1/01/03
37	TOP SHOT GAME	3/07/03
38	ROCK WALL	3/10/03
39	TOP SHOT GAME	3/16/03
40	ROCK WALL	3/17/03
41	ROCK WALL	3/20/03
42	TOP SHOT GAME	3/28/03
43	INSTALL ROCK WALL	5/01/03
44	ROCK WALL	2/01/03
45	TOP SHOT HOCKEY	2/01/03
<u>Prior MACRS:</u>		
1	CREDIT CARD ACCEP EQUIP	2/28/01
2	Ice Skate Sharpening Equip.	2/28/01
3	Telephone Systems	2/28/01
4	Rink Border Equipment	2/28/01
5	Television	2/28/01
6	Fax Machine	2/28/01
7	Zamboni	2/28/01
8	Floor Washer	2/28/01
9	Ice Skates	2/28/01
10	Ice Skates	2/28/01
11	Service Equip. for Pizza Prog.	2/28/01
12	Hockey Scoreboards	2/28/01
13	Fax Machine	2/28/01
14	Ice Rink Border Equipment	2/28/01
15	Sound System	2/28/01
16	Vending Machines	2/28/01
17	Sales	2/28/01
18	Pizza Oven	2/28/01
19	Refrigeration Equipment	2/28/01
20	Hockey Equipment	2/28/01
21	Furniture, Displays, & Racks	2/28/01
22	Signs	2/28/01
23	Benches	2/28/01
24	Office Furniture	2/28/01
25	Television & Display Equipment	2/28/01
26	Compaq Network Server & Terminals	2/28/01
27	Compaq DeskPro	2/28/01
28	1970 Zamboni	2/28/01
29	Toshiba Laptops	2/28/01
30	Exterior Lighting	10/01/01

TRADEMARK

REEL: 002970 FRAME: 0787

Asset Number Date Acquired Asset Description 1 Convention

1	3/1/01	CIMCO ICE PLANT - Pouncey	Half-Year
2	3/1/01	DEHUMIDIFICATION - Pounce	Half-Year
3	3/1/01	DASHERBOARDS - Pouncey T	Half-Year
4	3/1/01	RUBBER FLOORING - Pounce	Half-Year
6	3/1/01	CARPETING	Half-Year
6	3/1/01	SECURITY AND CAMERAS - P	Half-Year

**Registered Trademarks**

<b><u>Marks</u></b>	<b><u>Registration No.</u></b>
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