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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings



To the Honorable Commissioner of Patents

100740655

original documents or copy thereof.

1. Name of conveying party(ies):

Pacific Cycle, LLC
4311 Triangle Street
McFarland, Wisconsin 53558

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Trademark Agreement
- Merger
- Change of Name

Execution Date: June 10, 1998

2. Name and address of receiving party(ies)

Name: First Security Bank, National Association, as trustee

Internal Address: _____

Street Address: 79 South Main Street

City: Salt Lake City State: Utah ZIP: 84111

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other National Association

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

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)
75/290589

B. Trademark Registration No.(s)
1,613,712
1,919,567

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Bonnie Grollman

Internal Address: Federal Research Corporation

Street Address: 400 Seventh Street N.W.

Suite 101

City: Washington DC State: _____ ZIP: 20004

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41).....\$90.00

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.

Demetria Vong-Spillan

Name of Person Signing

Demetria Vong-Spillan
Signature

6/11/98

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 Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1741 FRAME: 055

TTDM11
0000025 163712
6/17/1998
01 Pt:41
02 Pt:42

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
Pacific	1,613,712	September 18, 1990
Pacific Cycle	1,919,567	September 19, 1995

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
Double Boomerang PC Design only	75/290589	May 12, 1997

**TRADEMARK
REEL: 1741 FRAME: 0558**



TRADEMARK AGREEMENT

This 10th day of June, 1998, PACIFIC CYCLE, LLC, a Delaware limited liability company ("*Assignor*"), with its principal place of business and mailing address at 4311 Triangle Street, McFarland, Wisconsin 53558, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages, pledges and grants to First Security Bank, National Association, not individually but solely as trustee (herein, together with its successors in trust under the Collateral Trust Agreement dated as of May 27, 1998 being herein called "*Assignee*") under such Collateral Trust Agreement, with its mailing address at 79 South Main Street, Salt Lake City, Utah 84111, a continuing security interest in the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Assignor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed in Schedule A-1 hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Assignor as set out in that certain Security Agreement dated as of May 27, 1998 by and between Assignor and Assignee (the "*Security Agreement*").

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

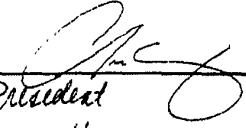
Pacific Cycle, LLC

Trademark Agreement

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed as of the date and year first above written.

PACIFIC CYCLE, LLC

By Diversified Investments Corporation,
Member

By 
Its *President*
Chris Hornung
(Type or Print Name)

TRADEMARK
REEL: 1741 FRAME: 0560

STATE OF WISCONSIN)
) SS
COUNTY MILWAUKEE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Chris Hornung, the President of Diversified Investments Corporation, a member of PACIFIC CYCLE, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said corporation and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 3rd day of June, 1998.

(NOTARIAL SEAL)

Kristin Roper
Notary Public

My Commission ~~Expires~~ is permanent

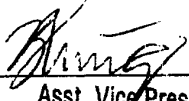
Kristin Roper
(Type or Print Name)

TRADEMARK
REEL: 1741 FRAME: 0561

Pacific Cycle, LLC

Trademark Agreement

FIRST SECURITY BANK, NATIONAL
ASSOCIATION, not individually but solely
as trustee under the Collateral Trust
Agreement

By 
Its Asst. Vice President
Brett B. King
(Type or Print Name)

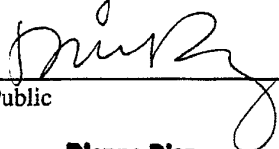
TRADEMARK
REEL: 1741 FRAME: 0562

STATE OF Utah)
) SS
COUNTY OF Salt Lake)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Brett R. King, Asst Vice President of First Security Bank, National Association, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said national banking association for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20th day of May, 1998.

(NOTARIAL SEAL)

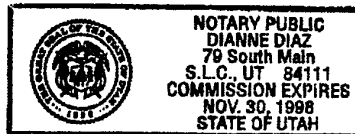


Notary Public

Dianne Diaz

My Commission Expires:

(Type or Print Name)



TRADEMARK
REEL: 1741 FRAME: 0563

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Double Boomerang PC Design only	75/290589	May 12, 1997

RECORDED: 06/12/1998

TRADEMARK
REEL: 1741 FRAME: 0564