



Tab settings

To the Honorable Commissioner of Patents

100750567

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Royce Union Bicycle Company, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 12/17/97

2. Name and address of receiving party(ies)

Name: HCAC, Inc.

Internal Address: Huff Corporation

Street Address: 225 Byers Rd.

City: Miamisburg State: OH ZIP: 45342

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

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)
75/097,530
75/403,224

B. Trademark Registration No.(s)

695,557 1,026,164
878,075 1,709,314

Additional numbers attached? Yes No

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

Name: Stacey Heiser

Internal Address: Huff Corporation

Street Address: 225 Byers Rd.

City: Miamisburg State: OH ZIP: 45342

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

06/29/1998 DCMTES 00000122 75097530

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 125.00 DP

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.

Stacey M. Heiser
Name of Person Signing

Stacey M. Heiser
Signature

3/18/98
Date

Total number of pages including cover sheet, attachments, and document: 5

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of this 16th day of December, 1997 ("Effective Date") from Royce Union Bicycle Company, Inc., a New York corporation located at 400 Oser Avenue, Suite 1600, Hauppauge, New York 11788 ("Assignor") to HCAC, Inc., an Ohio corporation located at 225 Byers Road, Miamisburg, Ohio 45342 ("Assignee").

WHEREAS, Assignor has adopted, is using and is the owner of certain right, title, and interest in and to certain trademarks; and

WHEREAS, Assignee wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to all trademarks used in connection with Assignor's business;

NOW, THEREFORE, for the wire transfer payment made on the above date and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to and under the following and the goodwill of the business symbolized thereby:

1. All of its trademarks, trade dress, trade names, service marks, service names and brand names, including without limitation (i) the United States trademarks listed on Schedule A annexed hereto; (ii) the trademarks in which Assignor owns common law rights; (iii) all right, title and interest in and to the unregistered mark "RU - Royce Union;" (iv) the foreign trademarks listed on Schedule B annexed hereto and (v) the trade name Royce Union Bicycle Company, Inc.; all of the above together with the goodwill of Assignor's business appertaining thereto and/or symbolized thereby (the entirety of the above, collectively hereinafter, "Trademarks");

2. Any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the foregoing Trademarks, including without limitation common law rights, trade dress rights and rights under the laws of unfair competition ("Related Rights");

3. Any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom; and

4. Any and all rights to obtain renewals of registration or other legal protections pertaining to the Trademarks and Related Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks and Related Rights, and all renewals thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

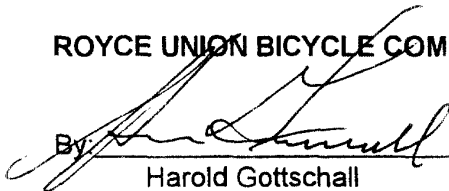
Assignor shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's expense, to execute promptly any additional documents and take promptly any further action necessary to protect, secure and vest good, valid and marketable title

to the Trademarks and Related Rights in Assignee and to record this Assignment with all appropriate authorities.

This Assignment may be executed in any number of counterparts and all counterparts so executed shall together constitute one and the same agreement, binding on and enforceable against the parties hereto.

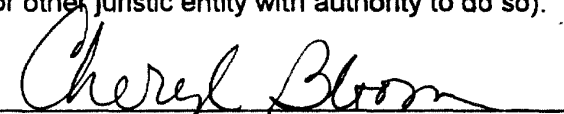
IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the 16th day of December, 1997.

ROYCE UNION BICYCLE COMPANY, INC.

By: 
Harold Gottschall
President

State of New York
County of New York SS:

On this 16th day of December, 1997, before me appeared Harold Gottschall, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity with authority to do so).


(Signature of Notary Public)

CHERYL BLOOM
Notary Public, State of New York
No. 31-470382
Qualified in New York
Commission Expires April 30, 1998

SCHEDULE A

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION</u>
<u>DATE</u>		
ROYCE UNION	695,557	April 5, 1960
SAVOY	878,075	October 7, 1969
SUTTON	1,026,164	December 2, 1975
TRENDZ	1,709,314	August 18, 1992
NO LIMITS	Serial No. 75/097530	
RU-Royce Union- pending application		

SCHEDULE B

Brazilian Tradename Registration - ROYCE UNION
Registration No. 817,400,082

Brazilian Tradename Registration - SAVOY
Registration No. 817,400,010

Brazilian Tradename Registration - TRENDZ
Registration pending

665980.2

RECORDED: 06/03/1998

TRADEMARK
REEL: 1746 FRAME: 0421