

D

MATHEWS, COLLINS, SHEPHERD & GOULD, P.A.

ATTORNEYS AT LAW
PATENTS • TRADEMARKS • COPYRIGHTS
100 THANET CIRCLE, SUITE 308
PRINCETON, NEW JERSEY 08540-3674
(609) 924-8555

FACSIMILE: (609) 924-3036
TELEX: 291601
e-mail: Attorneys@MathewsLaw.Com

H. HUME MATHEWS (1911-1989)
MARTHA G. PUGH (1913-1992)

OF COUNSEL
SHEILA F. HORDON

August 27, 1998

09-16-1998



100829555



09-01-1998

U.S. Patent & TMOfr/TM Mail Ropt Dt. #39

Honorable Commissioner For
Trademarks
2900 Crystal Drive
Arlington, Virginia 2202-3513

Attention: Trademark Assignment Branch

RE: Assignment of U.S. Trademark Reg. No. 1,207,137 ("SPORTRACK")
and Reg. No. 1,209,629 ("SPORTRACK & DESIGN")
Our File No.: 3987-105 and 3987-106

Dear Sir or Madam:

Enclosed please find the original of the Trademark Assignment identified above. Please record and index this document against U.S Trademark Registration Nos. 1,207,137 and 1,209,629, ensuring these registrations **now show ownership by Sportrack International Inc.** If you have any questions, please telephone the undersigned directly.

1. The Name of the Party conveying an interest:

Bell Sports Canada Inc.
700 Bernard Street
Granby, Quebec, Canada J2G 9H7

Entity:

- Individual Association
- General Partnership Limited Partnership
- Corporation - a Canadian corporation
- Other _____

09/11/1998 11:11:00 AM
11:11:00 AM
11:11:00 AM
11:11:00 AM

MRD 9-1-98

6. Number of applications and registrations involved:

Two(2) registrations

7. Amount of fee enclosed or authorized to be charged:

Sixty-Five Dollars (\$65.00)

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

Your prompt attention to expediting the recordation of this assignment request is greatly appreciated. Please ensure that these registrations **now stand in the name of Sportrack International Inc.** If you have any questions, please do not hesitate to telephone me directly at (609) 924-8555.

9. Date of execution of attached document: March 25, 1998

10. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on:

8/27/98
Date

Brooks R. Bruneau
Signature

Brooks R. Bruneau
Name of Person Signing

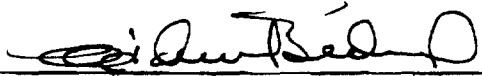
BRB:fem

Encs. 1. Original Assignment Document
2. Check for \$65.00
3. Postcard

Registration Nos. 1,207,137 and 1,209,629

DESIGNATION OF DOMESTIC REPRESENTATIVES

The firm of Rader Firshman & Grauer, having its offices at 1533 North Woodward Avenue, Suite 140, Bloomfield Hills, Michigan 48304 U.S.A., is hereby designated as Applicant's domestic representative upon whom all notices of process and proceedings affecting the mark may be served.

SPORTTRACK INTERNATIONAL INC.

SIGNATURE

RICHARD BÉDARD

PRINT NAME

DIRECTOR OF OPERATIONS &

PRINT TITLE TREASURER CONTROLLER

DATED: May 21, 1998

CONFIRMATORY DEED OF TRADE-MARK ASSIGNMENT

BETWEEN: **BELL SPORTS CANADA INC.**, having its head office and principal place of business at 700 Bernard Street, Granby, Quebec, J2G 9H7;

(hereinafter the "Assignor");

AND: **SPORTTRACK INTERNATIONAL INC.** (previously known as **ADVANCED ACCESSORY SYSTEMS CANADA INC.**), having its head office and principal place of business at 700 Bernard Street, Granby, Quebec, J2G 9H7;

(hereinafter the "Assignee");

WHEREAS the Assignor has assigned, sold and transferred unto the Assignee on July 2, 1997 all of the Assignor's rights, title and interest in and to the trade-marks described in Schedule "A" hereto and of the corresponding registrations and applications also listed in Schedule "A" hereto (the "Trade Marks");

WHEREAS the Assignor and Assignee hereby wish to confirm that the Trade Marks have been assigned, sold and transferred to the Assignee;


NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The present document witnesses that in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged by the Assignor, the Assignor has assigned, sold and transferred to the Assignee on July 2, 1997 all the rights, title and interest in and to the Trade Marks, including the right to file further applications in any country for the Trade Marks and to receive registrations therefor, and also including the rights, title and interest to any goodwill connected with any use of the Trade Marks.

2. The Assignor and the Assignee agree to sign all other documents which may be useful and necessary to give effect to the foregoing or to establish that the Assignor does not have any other right, title and interest in and to the Trade Marks.
3. This agreement is governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Quebec.
4. The parties hereto declare that they have requested the present agreement to be drawn up in English. Les parties aux présentes déclarent qu'elles ont exigé que la présente convention soit rédigée en langue anglaise.

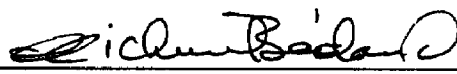
EXECUTED at Granby, Quebec, on March 26, 1998.

BELL SPORTS CANADA INC.

By: 
Name: JONATHAN CRATO
Title: DIRECTOR OF FINANCE

EXECUTED at Granby, Quebec, on March 25, 1998.

SPORTTRACK INTERNATIONAL INC.
(previously known as **ADVANCED
ACCESSORY SYSTEMS CANADA INC.**)

By: 
Name:
Title:

SCHEDULE "A"

TRADE MARKS

Country	Registered Owner	Trade Mark	Registration No.	Registration Date	Renewal Date
Andorra	Bell Sports Canada Inc.	SPORTRACK	3,404	February 3, 1997	February 3, 2007
Austria	SportRack Canada Inc.	SPORTRACK	144,595	October 30, 1992	October 31, 2002
Benelux	SportRack Canada Inc.	SPORTRACK	517,480	June 15, 1992	June 15, 2002
Canada	SportRack Canada Inc.	SPORTRACK	261,823	August 21, 1981	August 21, 2011
Denmark	SportRack Canada Inc.	SPORTRACK	VR 07.042 193	October 8, 1993	October 8, 2003
Finland	SportRack Canada Inc.	SPORTRACK	127,205	July 20, 1993	July 20, 2003
France	SportRack Canada Inc.	SPORTRACK	93/435,180	September 24, 1992	September 24, 2002
France	SportRack Canada Inc.	SNAPRACK Design	94/515,967	April 18, 1994	April 18, 2004
Italy	Pinso Sports Liée	SPORTRACK	439,663	August 5, 1986	April 8, 2001
Portugal	SportRack Canada Inc.	SPORTRACK	284,264	March 14, 1994	March 14, 2004
Spain	SportRack Canada Inc.	SPORTRACK	1,709,276	June 24, 1992	June 24, 2002
Switzerland	SportRack Canada Inc.	PINSO SPORTRACK	401,415	April 13, 1993	April 13, 2003
United States	SportRack Canada Inc.	SPORTRACK	1,207,137	September 7, 1982	September 7, 2002
United States	SportRack Canada Inc.	SPORTRACK	1,209,629	September 21, 1982	September 21, 2002

H:\DOCUMENTY\12525\TMARK.SCH

TRADE MARK APPLICATIONS

Country	Applicant	Trade Mark	Application No.	Filing Date	Status
Canada	SportRack Canada Inc.	SNAPRACK Design	722,204	February 4, 1993	Deadline of September 6, 1997 for filing the Declaration of Use.
United States	SportRack Canada Inc.	SNAPRACK Design	74/509,197	May 5, 1994	Deadline of September 21, 1997 for filing the Statement of Use.

H:\DOCUMENT\12525\TMARK.SCH