

04-07-1999

ET

OMB No. 0751-0041



100955887

original documents or copy thereof.

To the Honorable Commissioner of Patents and Trademarks

Name of conveying party(ies): SRAM Corporation

SRAM Corporation

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

MRO 2-17-99

- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: LaSalle National Bank

Internal Address: _____

Street Address: 135 S. LaSalle

City: Chicago State: IL ZIP: 60603

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

If assignee is not domiciled in the United States, a certified representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Correction of Serial Number from
- Merger
- Change of Name

Serial/Frame 176570269

Execution Date: July 7, 1998

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

A. Trademark Application No.(s)

delete 76/675,153; replace with 74/675,153

TM

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

02/19/1999 DMGUYEN 00000127 74675153

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

01 FC:481

40.00 DP

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.

Laura Konrath

(Name of person signing)

Laura Konrath
Signature

2/9/99

Date

Total number of pages including cover sheet, attachments, and document: 1

All documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 1836 FRAME: 0628

RE

08-07-1998

1 SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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Tab settings

To the Honorable Commissioner of

attached original documents or copy thereof.

1. Name of conveying party(ies):

SRAM Corporation

- 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: July 7, 1998

2. Name and address of receiving party(ies)

LaSalle National Bank

Name: _____

Internal Address: _____

Street Address: 135 S. LaSalle

City: Chicago State: IL ZIP: 606

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

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 West Wacker

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41) \$ 440.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number

N/A

(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.

Laura Konrath

Name of person signing

[Signature]
Signature

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 1836 FRAME: 0629

06/03/1998 TROM11 7377
01 FC 481 Date 7/22/98
02 FC 482

Country	Mark	Serial #	Filing Date	Reg #	Reg Date
TAIWAN	ESP	84/011,685			
	ESP LOGO #1	84/041,671	August 17, 1995	737,733	December 1, 1996
	GRIP SHIFT (STYLIZED)			476,370	February 16, 1990
	GRIP SHIFT WITH LOGO			476,368	February 16, 1990
	ESP	84/011,684	March 15, 1995	718,116	June 1, 1996
	GRIP SHIFT WITH LOGO			476,295	February 16, 1990
	GRIP SHIFT	2,032,918	September 7, 1995	2,032,918	September 7, 1995
	GRIP SHIFT LOGO	2,033,335	September 7, 1995	2,033,335	September 7, 1995
	ESP	2,026,556	July 11, 1995	2,026,556	July 11, 1995
	ESP LOGO #1	2,026,554	July 11, 1995	2,026,554	July 11, 1995
UNITED KINGDOM	GRIP SHIFT	284,240	January 19, 1996		
	ONE TO ONE AND DESIGN	75/192,302	November 4, 1996		
	GRIP SHIFT WITH LOGO	74/719,970	August 24, 1995		
	W:1	75/192,596	November 4, 1996		
	GRIP SHIFT	76/675,153	May 16, 1995		
	GRIP SHIFT WITH LOGO	75/976,968	August 24, 1995		
	ESP LOGO #1	75/187,044	October 24, 1996	2,105,460	October 14, 1997
	ESP LOGO #1	74/685,470	June 7, 1995	2,105,460	October 14, 1997
	QUICK SHIFT	74/674,572	May 16, 1995	2,068,092	June 3, 1997
	GRIP SHIFT LOGO	74/675,201	May 16, 1995	2,094,056	September 9, 1997
URUGUAY	X RAY	75/192,467	November 4, 1996	2,165,226	June 16, 1998
	GRIP SHIF-1	73/770,941	December 22, 1988	1,621,763	November 6, 1990
	ESP LOGO #2	74/685,472	June 7, 1995		
	ESP	74/644,118	March 9, 1995	2,044,567	March 11, 1997
	SRAM	74/683,848	June 2, 1995	2,056,661	April 29, 1997
	QUICK SHIFT LOGO	74/675,163	May 16, 1995	2,104,554	October 14, 1997

Country	Mark	Serial #	Filing Date	Reg #	Reg Date
US	✓ BASSWORM	74/675,152	May 16, 1995	1,998,080	September 3, 1996
	✓ ESP LOGO #2	75/187,030	October 24, 1996	2,123,349	December 23, 1997
VFNF7U FI A	FSP	010,465/95	July 18, 1995		
	GRIP SHIFT	010,464/95	July 18, 1995		
	ESP LOGO #1	010,471/95	July 18, 1995		
	GRIP SHIFT LOGO	010,468/95	July 18, 1995		
	ESP LOGO #1	010,470/95	July 18, 1995		
	GRIP SHIFT	010,466/95	July 18, 1995		
	GRIP SHIFT LOGO	010,469/95	July 18, 1995		
	ESP	010,467/95	July 18, 1995		

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is dated as of July 7, 1998 by and between SRAM CORPORATION, an Illinois corporation ("SRAM-USA"), and LASALLE NATIONAL BANK, a national banking association, its successors and assigns (the "Lender")

RECITALS:

A. Pursuant to that certain Amended and Restated Credit Agreement dated of even date herewith (as amended, modified, restated or supplemented from time to time, the "Credit Agreement") executed by SRAM Corporation, an Illinois corporation ("SRAM-USA"), Sandleford Limited, an Irish company ("SRAM-Ireland") and SRAM Deutschland GmbH, a limited liability company organized under the laws of the Federal Republic of Germany ("SRAM-Germany" together with SRAM-USA and SRAM-Ireland, the "Borrowers"), the Lender has agreed to extend the existing credit agreement dated as of November 6, 1997 between SRAM-Ireland and the Lender (the "Existing Credit Agreement"), the Obligations under which were guaranteed by SRAM-USA pursuant to a guaranty dated as of even date therewith.

B. As a condition to entering into the Credit Agreement the Lender has required that SRAM-USA grant to the Lender a security interest in certain of SRAM-USA's assets.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS AND EFFECT.

1. General Terms. As used in this Agreement:

"Agreement" means this Intellectual Property Security Agreement, as it may be amended, modified or restated from time to time.

"Collateral" has the meaning ascribed to it by Section 2 hereof.

"Copyrights" has the meaning ascribed to it by Section 2(a) hereof.

"Default" means an event which but for the lapse of requisite time or the giving of requisite notice, or both, would constitute an Event of Default.

"Event of Default" means an event described in Section 5 hereof.

"Licenses" has the meaning ascribed to it by Section 2(c) hereof.

"Lien" means any security interest, mortgage, pledge, hypothecation, lien, claim, charge, encumbrance, title retention agreement, or lessor's interest, in or on the Collateral or any portion thereof.

"Obligations" means all "Obligations" as defined in the Credit Agreement

"Patents" has the meaning ascribed to it by Section 2(d) hereof.

"Related Documents" means, collectively, all documents and things in the SRAM-USA's possession related to the production and sale by SRAM-USA, or any Affiliate, Subsidiary, licensee or subcontractor thereof, of products or services sold by or under the authority of SRAM-USA in connection with the Patents, Trademarks, Copyrights or Licenses including, without limitation, all product and service specification documents and production and quality control manuals used in the manufacture of products or provision of services sold under or in connection with the Trademarks

"Section" means a numbered section of this Agreement, unless another document is specifically referenced.

"Trademarks" has the meaning ascribed to it by Section 2(b) hereof.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement

2. GRANT OF SECURITY INTEREST.

SRAM -USA hereby grants to the Lender a security interest in all of SRAM-USA's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising property described as follows (collectively, the "Collateral") to secure payment of the Obligations:

(a) all United States and foreign copyrights, including, without limitation, copyrights listed on Exhibit A hereto, and applications therefor and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all United States and foreign copyrights including, without limitation, damages and payments for past and future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(b) all United States and foreign trademarks, tradenames, service marks, trademark and service mark registrations and renewals, and trademark and service mark applications, including, without limitation, the trademarks, service marks and tradenames

listed on Exhibit B hereto, and registrations and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all trademarks, tradenames and service marks including, without limitation, damages and payments for past and future infringements thereof against third parties (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(c) all license agreements in which SRAM-USA is or becomes licensed (or grants or permits, whether now or in the future a license) to use a copyright, trademark, service mark, tradename, patent or the related know-how including, without limitation, the license agreements listed on Exhibit C hereto (the "Licenses");

(d) all United States and foreign patents and patent applications, whether in the United States or any foreign jurisdiction, and the inventions and improvements described and claimed therein and trade secrets and know-how related thereto, including, without limitation, the patents and patent applications listed on Exhibit D hereto, and the re-issues, divisions, renewals, extensions and continuations-in-part thereof and all income, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, the right to sue for past, present and future infringements thereof and all rights corresponding thereto throughout the world (all of the foregoing being sometimes hereinafter individually and/or collectively referred to as the "Patents");

(e) the goodwill of SRAM-USA's business connected with the use of and symbolized by the Trademarks;

(f) the Related Documents; and

(g) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

3. REPRESENTATIONS AND WARRANTIES.

SRAM-USA represents and warrants to the Lender that:

3.1. Authorization, Validity and Enforceability. The execution, delivery and performance by SRAM-USA of this Agreement have been duly authorized by proper corporate proceedings, and this Agreement constitutes a legal, valid and binding obligation of SRAM-USA and creates a security interest which is enforceable against SRAM-USA in all now owned and hereafter acquired Collateral.

3.2. Conflicting Laws and Contracts. Neither the execution and delivery by SRAM-USA of this Agreement, the creation and perfection of the security interest in the Collateral granted hereunder, nor compliance with the terms and provisions hereof, will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on SRAM-USA or SRAM-

USA's articles of incorporation or by-laws, the provisions of any indenture, instrument or agreement to which SRAM-USA is a party or is subject, or by which it, or its property, is bound, or conflict therewith or constitute a default thereunder, or result in the creation or imposition of any Lien pursuant to the terms of any such indenture, instrument or agreement.

3.3. Principal Location. As of the date hereof, SRAM-USA's mailing address, and the location of its chief executive office and the books and records relating to the Collateral are disclosed in Exhibit E hereto.

3.4. No Other Names SRAM-USA has not conducted business under any name except the names in which it has executed this Agreement or as otherwise disclosed pursuant to the Loan Documents.

3.5. No Default. No Default or Event of Default exists.

3.6. No Financing Statements. Upon the making of the filings and recordings specified in clauses (a) and (b) of Section 3.8 below, the Lender will have a first priority perfected security interest in the Collateral. No financing statement or similar document describing all or any portion of the Collateral which has not lapsed or been terminated naming SRAM-USA as debtor or assignor has been filed in any jurisdiction or office, including, without limitation, the United States Patent and Trademark Office or the United States Copyright Office.

3.7. Security Interest. This Agreement creates a valid security interest in the Collateral, enforceable against SRAM-USA and all third parties, securing payment of the Obligations, which security interest will be perfected, with respect to rights in the United States, upon (a) the recording of this Agreement in the Office of the Commissioner of Patents and Trademarks and the United States Copyright Office, and (b) the filing of Uniform Commercial Code financing statements with the Secretary of State of Illinois

3.8. Registrations. SRAM-USA has duly and properly applied for registration of the Copyrights, Trademarks and Patents listed in Exhibits A, B and D hereto as indicated thereon, respectively, in the United States Patent and Trademark Office or the Copyright Office, as applicable.

3.9. Litigation. Except as set forth in Schedule 3.08 of the Credit Agreement, there has been no litigation, arbitration, governmental investigation, proceeding or inquiry pending or, to the knowledge of any of SRAM-USA's officers, threatened against or affecting SRAM-USA or its Subsidiaries challenging SRAM-USA's right, title and interest in the Collateral or alleging that SRAM-USA's use of any Collateral violates the rights of any Person. To the best of SRAM-USA's knowledge, SRAM-USA's use of the Collateral does not infringe upon the rights of any third party

3.10. Complete Listing The Copyrights, Trademarks, Licenses and Patents set forth on the Schedules hereto constitute, as of the date hereof, all Copyrights, Trademarks, Licenses and Patents of SRAM-USA and SRAM-USA has good and marketable title to all such property, free and

clear of all Liens other than those in favor of the Lender, other than as set forth on such Schedules and as permitted under the Credit Agreement.

4 COVENANTS.

From the date of this Agreement, and thereafter until this Agreement is terminated:

4.1. Inspection. Upon reasonable notice, SRAM-USA will permit the Lender, by representatives and agents, to examine and make copies of the records of SRAM-USA relating to the Collateral, and to discuss the Collateral and the records of SRAM-USA with respect thereto with, and to be advised as to the same by, SRAM-USA's officers and employees at such reasonable times and intervals as the Lender may designate.

4.2. Taxes. SRAM-USA will pay when due all taxes, assessments and governmental charges and levies upon the Collateral to the extent required pursuant to Section 5.04 of the Credit Agreement. SRAM-USA will timely file complete and correct United States federal and applicable foreign, state and local tax returns required by applicable law and pay when due all taxes, assessments and governmental charges and levies upon the Collateral, except those which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves have been set aside.

4.3. Records and Reports. SRAM-USA will maintain complete and accurate books and records with respect to the Collateral, and furnish to the Lender such reports relating to the Collateral as the Lender shall from time to time reasonably request.

4.4. Financing Statements and Other Actions. SRAM-USA will execute and deliver to the Lender all financing statements and other documents from time to time requested by the Lender in order to maintain and/or perfect a first perfected security interest in the Collateral.

4.5. Disposition of Collateral. Except for non-exclusive licensing agreements or as permitted under the Credit Agreement, SRAM-USA will not sell, lease or otherwise dispose of the Collateral.

4.6. Liens. SRAM-USA will not create, incur or suffer to exist any Lien upon the Collateral except the security interest created by this Agreement and as otherwise permitted by Section 6.02 of the Credit Agreement.

4.7. Other Financing Statements. SRAM-USA will not sign or authorize the signing on its behalf of any financing statement naming it as debtor covering all or any portion of the Collateral, except financing statements naming the Lender as a secured party.

4.8. Preservation of Value. Except to the extent SRAM-USA shall reasonably determine that a Trademark, Patent, Copyright or License is not of material economic value to SRAM-USA, SRAM-USA agrees to protect and preserve the value and integrity of all material Trademarks,

Patents, Copyrights and Licenses and, to that end, shall maintain the quality of any and all of its products or services bearing the trademarks or service marks included in such Trademarks, Patents, Copyrights or Licenses consistent with the quality of such products and services of such marks as of the date of this Agreement.

4.9. Collateral Royalties; Term. SRAM-USA hereby agrees that any use by the Lender of any Patents, Copyrights, Trademarks and Licenses as described above shall be worldwide and non-exclusive, to the extent possessed by SRAM-USA, and without any liability for royalties or other related charges from Lender to SRAM-USA. The term of the grants of security interests granted herein shall extend until the expiration of each of the respective Copyrights, Trademarks, Patents and Licenses assigned or pledged hereunder, or until the Obligations have been indefeasibly paid in full, no commitment by the Lender exists that could give rise to any Obligations and the Credit Agreement and this Agreement have been terminated, whichever first occurs.

4.10. Annual Report. SRAM-USA shall provide the Lender upon request, and in any event prior to April 15 of each year, with a list of all new applications for United States and foreign copyrights, patents and trademarks, which new applications shall be subject to the terms and conditions of this Agreement. SRAM-USA hereby authorizes the Lender to modify this Agreement by amending the Exhibits hereto to include any such new Trademarks, Patents, Copyrights or Licenses and to re-record this Agreement from time to time as the Lender reasonably sees fit.

4.11. Duties of SRAM-USA. Except to the extent SRAM-USA shall reasonably determine that a trademark, Patent, Copyright, License or patentable invention is not of material economic value to SRAM-USA, SRAM-USA shall have the duty (a) to prosecute diligently any application to register the Patents, Trademarks and Copyrights pending as of the date hereof or thereafter until all Obligations have been indefeasibly paid in full, (b) to make application on unpatented but patentable material inventions and on material Trademarks and Copyrights, as appropriate or as requested by the Lender, and (c) to preserve and maintain all rights in all applications to register material Patents, Trademarks and Copyrights. Any expenses incurred in connection with such applications shall be borne by SRAM-USA. Except to the extent SRAM-USA shall reasonably determine that a trademark, Patent, Copyright, License or patentable invention is not of material economic value to SRAM-USA, SRAM-USA shall not abandon any right to file an application to register material Patents, Trademarks and Copyrights without the prior written consent of the Lender.

4.12. Delivery of Certificates. Upon the request of the Lender, SRAM-USA shall deliver to the Lender copies of all existing and future official Certificates of Registration for the Patents, Trademarks and Copyrights

4.13. Notice of Proceedings. Other than as to any Trademark, Patent, Copyright or License which SRAM-USA shall reasonably determine not to have material economic value to SRAM-USA, SRAM-USA shall promptly notify the Lender of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office or any agency of any state or any court regarding SRAM-USA's right, title and interest in any material Patent, Trademark or Copyright or SRAM-USA's right to register any material Patent, Trademark or Copyright.

5. EVENT OF DEFAULT.

5.1. The occurrence of any one or more of the following events shall constitute an Event of Default:

5.1.1. Any representation or warranty made or deemed made by or on behalf of SRAM-USA to the Lender under or in connection with this Agreement shall be false in any material respect as of the date on which made or deemed made.

5.1.2. The breach by SRAM-USA of any of the terms or provisions of Section 4.4, 4.5, 4.6, 4.7, 4.8, 4.9 or 8.5 hereof.

5.1.3. The breach by SRAM-USA (other than a breach which constitutes an Event of Default under Section 5.1.1 or 5.1.2 hereof) of any of the terms or provisions of this Agreement which is not remedied within thirty (30) days after the earlier of (i) written notice from the Lender of such default or (ii) actual knowledge by SRAM-USA of such default.

5.1.4. The occurrence of any "Default" under and as defined in the Credit Agreement.

5.2. Acceleration and Remedies. If any Event of Default described in the Credit Agreement occurs with respect to SRAM-USA, the obligations of the Lender to make Loans thereunder and the right of the Lender to declare the Obligations to be due and payable shall be determined in accordance with the Credit Agreement.

5.3. SRAM-USA's Obligations Upon Default. Upon the request of the Lender after an Event of Default occurs and is continuing, SRAM-USA will:

5.3.1. Assembly of Collateral. Assemble and make available to the Lender the Collateral and all records relating thereto at the main office of SRAM-USA or at such other place or places reasonably specified by the Lender.

5.3.2. Secured Party Access. Permit the Lender, by the Lender's representatives and agents, to enter and remain on any premises where all or any part of the books and records relating thereto, or both are located, to take possession of all or any part of the Collateral or such books and records and to remove all or any part of the Collateral or such books and records.

6. WAIVERS, AMENDMENTS AND REMEDIES.

6.1. Remedies. In the event that any Event of Default has occurred and is continuing, the Lender, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon SRAM-USA or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, assign, give option or options to purchase, contract to sell

or otherwise dispose of and deliver said Collateral, or any part thereof, in one or more portions at public or private sale or sales or dispositions, at any exchange, broker's board or at any of the Lender's offices or elsewhere upon such terms and conditions as the Lender may deem advisable and at such prices as the Lender may deem best, for any combination of cash or on credit or for future delivery without assumption of any credit risk, with the right to the Lender upon any such sale or sales or dispositions, public or private, to purchase the whole or any part of said Collateral so sold, free of any right or equity of redemption in SRAM-USA, which right or equity is hereby expressly waived and released.

6.2. Waivers and Amendments. No delay or omission of the Lender to exercise any right or remedy granted under this Agreement shall impair such right or remedy or be construed to be a waiver of any Event of Default or Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude other or further exercise thereof or the exercise of any other right or remedy, and no waiver, amendment or other variation of the terms, conditions or provisions of this Agreement whatsoever shall be valid unless in writing signed by SRAM-USA and the Lender (if so required by the Credit Agreement), and then only to the extent specifically set forth in such writing; provided, however, that any amendment purporting to release all or substantially all of the Collateral shall be valid only if signed by the Lender. All rights and remedies contained in this Agreement or by law afforded shall be cumulative and all shall be available to the Lender until the Obligations have been indefeasibly paid in full.

7. PROCEEDS.

7.1. Special Collateral Account. After an Event of Default has occurred and is continuing, all cash proceeds of the Collateral received by the Lender shall be deposited in a special interest bearing cash collateral account with the Lender and held there as security for the Obligations, and thereafter promptly applied to payment of the Obligations, or if no Obligations shall then be due, shall be held as security for the Obligations until the Obligations are paid in full and all commitments of the Lender to SRAM-USA have been paid in full and no Default is then continuing and, in either such event, the collected balances in each such cash collateral account shall be deposited into SRAM-USA's general operating account with the Lender, or as SRAM-USA shall otherwise direct.

7.2. Application of Proceeds. The proceeds of the Collateral shall be applied by the Lender to payment of the Obligations in the following order unless a court of competent jurisdiction shall otherwise direct:

(a) First, to the payment of all reasonable costs, fees and expenses of the Lender and its agents, representatives and attorneys incurred in connection with such sale or with the retaking, holding, handling, preparing for sale (or other disposition) of the Collateral or otherwise in connection with this Agreement, any other Loan Document or any of the Obligations, including but not limited to, the fees and expenses of the Lender's agents and attorneys and court costs (whether at trial, appellate or administrative levels), if any, incurred by the Lender in so doing;

(b) Second, to the payment of the outstanding principal balance and accrued interest and fees on the Loan and other Obligations;

(c) Third, to pay all other amounts payable by SRAM-USA under the Loan Documents; and

(d) Fourth, to SRAM-USA or to such other Person as a court may direct.

8. GENERAL PROVISIONS.

8.1. Notice of Disposition of Collateral. SRAM-USA hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law any notice made shall be deemed reasonable if sent to SRAM-USA, addressed as set forth in Section 10 hereof, at least ten (10) days prior to any such public sale or the time after which any such private sale or other disposition may be made

8.2. Lender Performance of SRAM-USA Obligations. Without having any obligation to do so, upon either (a) notice to SRAM-USA or (b) the occurrence of an Event of Default or a Default, the Lender may perform or pay any obligation which SRAM-USA has agreed to perform or pay in this Agreement and SRAM-USA shall reimburse the Lender for any amounts paid by the Lender pursuant to this Section 8.2. SRAM-USA's obligation to reimburse the Lender pursuant to the preceding sentence shall be an Obligation payable on demand.

8.3. Authorization for Lender to Take Certain Action. SRAM-USA irrevocably authorizes the Lender at any time and from time to time, in the sole discretion of the Lender, upon (a) notice to SRAM-USA and (b) the occurrence and during the continuance of an Event of Default or a Default: (i) to execute on behalf of SRAM-USA as debtor and to file financing statements and other documents with the United States Patent and Trademark Office or Copyright Office or otherwise which are necessary or desirable in the Lender's sole discretion to perfect and to maintain the perfection and priority of the Lender's security interest in the Collateral; (ii) to endorse and collect any cash proceeds of the Collateral; or (iii) to file a carbon, photographic or other reproduction of this Agreement or any financing statement with respect to the Collateral as a financing statement in such offices as the Lender in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Lender's security interest in the Collateral. At any time and from time to time after the Obligations have been declared or become due and payable in accordance with the Credit Agreement, SRAM-USA authorizes the Lender to apply the proceeds of any Collateral received by the Lender to the Obligations as provided in Section 7 hereof.

8.4. Specific Performance of Certain Covenants. SRAM-USA acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1, 4.5, 4.6, 4.13, 5.3 and 8.5 hereof will cause irreparable injury to the Lender and that the Lender will have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Lender to seek and obtain specific performance of other obligations of SRAM-USA contained in this Agreement, that

the covenants of SRAM-USA contained in the Sections referred to in this Section 8.4 shall be specifically enforceable against SRAM-USA.

8.5. Dispositions Not Authorized. Except as provided for by the Credit Agreement and otherwise permitted under this Agreement, SRAM-USA is not authorized to sell or otherwise dispose of the Collateral and notwithstanding any course of dealing between SRAM-USA and the Lender or other conduct of the Lender, no authorization to sell or otherwise dispose of the Collateral shall be binding upon the Lender unless such authorization is in writing signed by the Lender, as required by the Credit Agreement.

8.6. Definition of Certain Terms. Terms defined in the Illinois Uniform Commercial Code which are not otherwise defined in this Agreement are used in this Agreement as defined in the Illinois Uniform Commercial Code as in effect on the date hereof.

8.7. Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of SRAM-USA and the Lender and its successors and assigns, except that SRAM-USA shall not have the right to assign its rights or obligations under this Agreement or any interest herein, without the prior written consent of the Lender.

8.8. Survival of Representations. All representations and warranties of SRAM-USA contained in this Agreement shall survive the execution and delivery of this Agreement; provided that such representations and warranties shall relate solely to the date as of which made.

8.9. Taxes and Expenses. Any taxes (including, without limitation, any sales, gross receipts, general corporation, personal property, privilege or license taxes, but not including any federal or other taxes imposed upon the Lender, with respect to its gross or net income or profits arising out of this Agreement) payable or ruled payable by any Federal or State authority in respect of this Agreement shall be paid by SRAM-USA, together with interest and penalties, if any. SRAM-USA shall reimburse (a) the Lender for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Lender) paid or incurred by the Lender in connection with the preparation, execution, delivery, administration, collection and enforcement of this Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral), and (b) the Lender for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Lender) paid or incurred by the Lender in connection with the collection and enforcement of this Agreement.

8.10. Headings. The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

8.11. Termination. This Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Obligations or commitments therefor outstanding) until the payment in full of the Obligations (other than the indemnities which survive repayment of the Loan) and the termination of the Credit Agreement in accordance with its terms and all commitments of the Lender thereunder, at which time the security interests granted hereby shall terminate and any and all rights to the Collateral shall revert to SRAM-USA. Upon such termination, the Lender shall promptly return to SRAM-USA, at SRAM-USA's expense, such of the Collateral held by the Lender as shall not have been sold or otherwise applied pursuant to the terms hereof. The Lender will promptly execute and deliver to SRAM-USA such other documents as SRAM-USA shall reasonably request to evidence such termination.

8.12. Entire Agreement. This Agreement, the Credit Agreement and the other Loan Documents embody the entire agreement and understanding between SRAM-USA and the Lender relating to the Collateral and supersede all prior agreements and understandings between SRAM-USA and the Lender relating to the Collateral.

8.13. Indemnity. SRAM-USA hereby agrees to assume liability for, and does hereby agree to indemnify and keep harmless the Lender, its successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature, imposed on, incurred by or asserted against the Lender, or its successors, assigns, agents and employees, in any way relating to or arising out of this Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (other than liability resulting from the gross negligence or wilful misconduct of the Lender).

8.14. Releases. Upon termination of this Agreement in accordance with the provisions of Section 8.11 hereof, the Lender shall, at SRAM-USA's request and expense, execute such releases as SRAM-USA may reasonably request, in form and upon terms reasonably acceptable to the Lender in all respects.

8.15. Waivers. Except to the extent expressly otherwise provided herein or in any other Loan Document, SRAM-USA waives, to the extent permitted by applicable law, (a) any right to require the Lender to proceed against any other person, to exhaust its rights in any other collateral, or to pursue any other right which the Lender may have, and (b) with respect to the Obligations, presentment and demand for payment, protest, notice of protest and non-payment, and notice of the intention to accelerate.

8.16. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective when it has been executed by SRAM-USA and the Lender.

8.17. **CHOICE OF LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS, WITHOUT REGARD TO CONFLICT OF**

LAWS PROVISIONS, OF THE STATE OF ILLINOIS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

8.18. Marshalling. The Lender shall be under no obligation to marshal any assets in favor of SRAM-USA or any other party or against or in payment of any or all of the Obligations.

9. NOTICES.

9.1. Sending Notices. Any notice required or permitted to be given under this Agreement shall be given in accordance with Section 8.01 of the Credit Agreement.

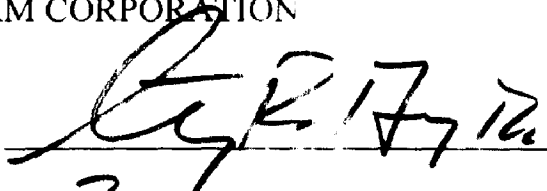
9.2. Change in Address for Notices. SRAM-USA and the Lender may change the address for service of notice upon it by a notice in writing to the other.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

SRAM CORPORATION

By: _____

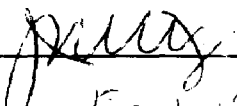


Its: _____

President

LASALLE NATIONAL BANK

By: _____



Its: _____

First Vice

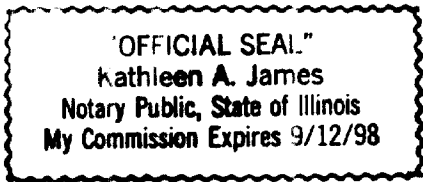
314464.6

314 64.6

TRADEMARK
REEL: 1836 FRAME: 0644

STATE OF ILLINOIS)
COUNTY OF COOK) SS

The foregoing Intellectual Property Security Agreement was executed and acknowledged before me this 7th day of July, 1998 by Stanley R. Day, personally known to me to be the President of SRAM Corporation, an Illinois corporation, on behalf of such corporation



Kathleen A. James
NOTARY PUBLIC

My Commission Expires: 9/12/98

(SEA.)

License Agreements

- 1 Patent license: Granted **Falcon Cycle – Parts Co., Ltd.** the right to manufacture, use and sell twist shifters incorporating SRAM's U.S. Patent No. 5,102,372, "Bicycle Derailleur Cable Actuating System."
- 2 Trademark license: Granted **Finish Line Technologies, Inc.** to the right to use the GRIP SHIFT® trademark (U.S. Trademark No. 1,621,763) on its products (Lubricant Product, Degreaser Product and Maintenance Kit).
3. Trademark license: Granted **A.M.E. Manufacturing Inc.** the right to use the GRIP SHIFT® trademark (U.S. Trademark No. 1,621,763) on its products.
4. Trademark license: Granted **ATI Applied Tectonics** the right to use the GRIP SHIFT® trademark (U.S. Trademark No. 1,621,763) on its products.
5. Trademark license: Granted **Valor Concepts Marketing d/b/a ODI** the right to use the GRIP SHIFT® trademark (U.S. Trademark No. 1,621,763) on its products.
6. Trademark license: Granted **MineRoom** the right to use the GRIP SHIFT® trademark (U.S. Trademark No. 1,621,763) on its products
7. Trademark license: Granted **DayLoon** the right to use the GRIP SHIFT® trademark (U.S. Trademark No. 1,621,763) on its products.
8. Trademark license: Granted **Velo** the right to use the GRIP SHIFT® trademark (U.S. Trademark No. 1,621,763) on its products.
9. Trademark license: Granted **Co-Union** the right to use the GRIP SHIFT® trademark (U.S. Trademark No. 1,621,763) on its products.
- 10 Trademark license: Granted **Louis Garneau Sports Inc.** the right to use the GRIP SHIFT® trademark (U.S. Trademark No. 1,621,763) and the GRIP SHIFT logo (U.S. Trademark No. 2,094,056) on its products (jerseys, shorts, water-bottles and saddle bags manufactured and distributed by Louis Garneau Sports Inc.).

EXHIBIT E

Principal Place of Business and Mailing Address:

361 West Chestnut Street
Chicago, Illinois 60606

License Agreements

1. Patent license: Granted **Falcon Cycle – Parts Co., Ltd.** the right to manufacture, use and sell twist shifters incorporating SRAM's U.S. Patent No. 5,102,372, "Bicycle Derailleur Cable Actuating System."
2. Trademark license: Granted **Finish Line Technologies, Inc.** to the right to use the GRIP SHIFT® trademark (U.S. Trademark No. 1,621,763) on its products (Lubricant Product, Degreaser Product and Maintenance Kit).
3. Trademark license: Granted **A.M.E. Manufacturing Inc.** the right to use the GRIP SHIFT® trademark (U.S. Trademark No. 1,621,763) on its products.
4. Trademark license: Granted **ATI Applied Tectonics** the right to use the GRIP SHIFT® trademark (U.S. Trademark No. 1,621,763) on its products.
5. Trademark license: Granted **Valor Concepts Marketing d/b/a ODI** the right to use the GRIP SHIFT® trademark (U.S. Trademark No. 1,621,763) on its products.
6. Trademark license: Granted **MineRoom** the right to use the GRIP SHIFT® trademark (U.S. Trademark No. 1,621,763) on its products
7. Trademark license: Granted **DayLoon** the right to use the GRIP SHIFT® trademark (U.S. Trademark No. 1,621,763) on its products.
8. Trademark license: Granted **Velo** the right to use the GRIP SHIFT® trademark (U.S. Trademark No. 1,621,763) on its products.
9. Trademark license: Granted **Co-Union** the right to use the GRIP SHIFT® trademark (U.S. Trademark No. 1,621,763) on its products.
10. Trademark license: Granted **Louis Garneau Sports Inc.** the right to use the GRIP SHIFT® trademark (U.S. Trademark No. 1,621,763) and the GRIP SHIFT logo (U.S. Trademark No. 2,094,056) on its products (jerseys, shorts, water-bottles and saddle bags manufactured and distributed by Louis Garneau Sports Inc.).

EXHIBIT A

COPYRIGHTS

None

Country	Mark	Serial #	Filing Date	Reg #	Reg Date
ARGENTINA	GRIP SHIFT			1,518,524	April 29, 1994
AUSTRALIA	ESP LOGO #1	665,766	July 5, 1995	665,765	December 31, 1996
	GRIP SHIFT LOGO	665,762	July 5, 1995		
	ESP	665,764	July 5, 1995		
	ESP LOGO #1	665,765	July 5, 1995	665,765	December 31, 1996
	ESP	665,763	July 5, 1995	665,763	May 2, 1997
	GRIP SHIFT	665,760	July 5, 1995		
	GRIP SHIFT	665,759	July 5, 1995		
	GRIP SHIFT LOGO	665,761	July 5, 1995		
BENELUX	ESP LOGO #1			665,761	May 2, 1997
	GRIP SHIFT LOGO				
	GRIP SHIFT				
	ESP				
BRAZIL	ESP	818,652,543	August 3, 1995		
	GRIP SHIFT	818,652,551	August 3, 1995		
	ESP LOGO #1	818,653,426	August 4, 1995	818,653,426	November 11, 1997
	GRIP SHIFT LOGO	818,743,417	August 23, 1995	818,743,417	May 5, 1998
CANADA	ESP LOGO #1	790,621	August 21, 1995		
	GRIP SHIFT	790,130	August 14, 1995		
	GRIP SHIFT LOGO	790,131	August 14, 1995		
	ESP	790,622	August 21, 1995		
CHILE	GRIP SHIFT	357,993	October 15, 1996		
CHINA	SRAM (IN ENGLISH)	95/0,113,785	September 7, 1995	982,538	April 14, 1997
	ESP LOGO #1	95/0,113,784	September 7, 1995	982,528	April 14, 1997
	GRIP SHIFT LOGO			673,578	January 14, 1994

EXHIBIT B

TRADEMARK
REEL: 1836 FRAME: 0650

Country	Mark	Serial #	Filing Date	Reg #	Reg Date
CHINA	ESP	982,539	September 7, 1995	982,539	April 14, 1997
	SRAM (IN CHINESE)	95/0,113,786	September 7, 1995	982,540	April 14, 1997
	GRIP SHIFT				
DENMARK	GRIP SHIF I				
	ESP				
	ESP LOGO #1				
	GRIP SHIFT LOGO				
EUROPEAN COMM.	GRIP SHIFT LOGO	179,457	April 1, 1996		
	GRIP SHIFT AND LOGO	179,341	April 1, 1996		
	GRIP SHIFT	179,432	April 1, 1996		
	ESP	179,390	April 1, 1996		
	ESP LOGO #1	179,358	April 1, 1996		
	SRAM	179,416	April 1, 1996		
FRANCE	ESP	95/580,241	July 12, 1995	95,580,241	July 12, 1995
	GRIP SHIFT	95/580,243	July 12, 1995	95,580,243	July 11, 1995
	GRIP SHIFT LOGO	95/585,233	August 21, 1995	95,585,233	August 21, 1995
	ESP LOGO #1	95/579,574	July 7, 1995	95,579,574	July 7, 1995
GERMANY	SRAM	39,528,035.4	July 11, 1995	39,528,035	July 26, 1996
	GRIP SHIFT	39,526,898.2	July 3, 1995		
	ESP	39,526,896.6	July 3, 1995	39,526,896	May 29, 1996
	GRIP SHIFT LOGO	39,526,899.0	July 3, 1995	39,526,899	June 3, 1996
	ESP LOGO #1	39,526,897.4	July 3, 1995	39,526,897	June 11, 1996
	GRIP SHIFT WITH LOGO	39,538,832.5	September 22, 1995	39,538,832	September 5, 1996
INDIA	GRIP SHIFT LOGO	676,871	August 16, 1995		
	GRIP SHIFT	676,870	August 16, 1995		

Country	Mark	Serial #	Filing Date	Reg #	Req Date
INDIA	ESP LOGO #1	676.876	August 16, 1995		
	ESP LOGO #1	676.874	August 16, 1995		
	ESP	676.877	August 16, 1995		
	GRIP SHIFT LOGO	676.872	August 16, 1995		
	GRIP SHIFT	676.873	August 16, 1995		
	ESP	676.875	August 16, 1995		
IRELAND	GRIP SHIFT	95/4646	July 7, 1995	173,995	July 7, 1995
	ESP	95/4643	July 7, 1995		
	GRIP SHIFT LOGO	95/4649	July 7, 1995		
	GRIP SHIFT LOGO	95/4648	July 7, 1995	170,333	July 7, 1995
	ESP	95/4642	July 7, 1995	170,332	July 7, 1995
	ESP LOGO #1	95/4644	July 7, 1995	171,166	July 7, 1995
	GRIP SHIFT	95/4647	July 7, 1995		
	ESP LOGO #1	95/4645	July 7, 1995	171,166	July 7, 1995
ITALY	GRIP SHIFT LOGO	MI95 C008,115	August 4, 1995	729,681	October 16, 1997
	ESP	MI95C 007,369	July 18, 1995	729,064	October 15, 1997
	GRIP SHIFT	MI95C007,367	July 18, 1995	729,062	October 15, 1997
	ESP LOGO #1	MI95C 007,062	July 7, 1995		
JAPAN	GRIP SHIFT	84,227/1995	August 14, 1995		
	ESP LOGO #1	84,233/1995	August 14, 1995		
	ESP LOGO #1	84,234/1995	August 14, 1995		
	GRIP SHIFT	84,228/1995	August 14, 1995		
	GRIP SHIFT LOGO	84,230/1995	August 14, 1995		
	ESP	84,231/1995	August 14, 1995	4,081,330	November 14, 1997
	GRIP SHIFT LOGO	84,229/1995	August 14, 1995	3365834	December 12, 1997
	ESP	84,232/1995	August 14, 1995	4049091	August 29, 1997

Country	Mark	Serial #	Filing Date	Reg #	Reg Date
KOREA	FSP	31,687/1995	August 16, 1995	363,433	May 28, 1997
	GRIP SHIFT LOGO	31,686/1995	August 16, 1995	363,432	May 28, 1997
	ESP LOGO #1	31,688/1995	August 16, 1995	363,220	May 27, 1997
	GRIP SHIFT	31,685/1995	August 16, 1995	363,431	May 28, 1997
MEXICO	ESP	241,085	August 24, 1995	528,484	August 26, 1996
	ESP LOGO #1	241,086	August 24, 1995	509,378	October 31, 1995
	GRIP SHIFT	241,087	August 24, 1995	504,853	September 25, 1995
	GRIP SHIFT LOGO	241,088	August 24, 1995	509,379	October 31, 1995
NEW ZEALAND	ESP LOGO #1	250,890	July 4, 1995		
	GRIP SHIFT	250,884	July 4, 1995		
	ESP	250,888	July 4, 1995		
	GRIP SHIFT	250,883	July 4, 1995		
	ESP	250,887	July 4, 1995		
	ESP LOGO #1	250,889	July 4, 1995	250,889	October 15, 1997
	GRIP SHIFT LOGO	250,885	July 4, 1995	250,885	October 15, 1997
	GRIP SHIFT LOGO	250,886	July 4, 1995		
NORWAY	GRIP SHIFT LOGO				
	GRIP SHIFT				
	ESP LOGO #1				
PARAGUAY	GRIP SHIFT	2621	February 22, 1994	172,489	November 3, 1994
	ESP				
PUERTO RICO	GRIP SHIFT LOGO				
	ESP LOGO #1				
	GRIP SHIFT				
	ESP				

Country	Mark	Serial #	Filing Date	Reg #	Reg Date
SOUTH AFRICA	ESP				
	ESP LOGO #1	1,982,580	August 25, 1995	1,982,580/3	December 5, 1996
	GRIP SHIFT LOGO	1,982,578	August 25, 1995	1,982,578/1	December 5, 1996
	GRIP SHIFT	1,982,577	August 25, 1995	1,982,577	February 5, 1996
SPAIN	ESP LOGO #1	M 1,982,573	August 25, 1995		
	ESP	1,986,961	September 20, 1995		
	ESP	1,982,576	August 25, 1995	1,985,576/5	December 5, 1996
	GRIP SHIFT	1,986,960	September 20, 1995		
	GRIP SHIFT (STYLIZED)	M 1,982,574	August 25, 1995		
	GRIP SHIFT LOGO	1,982,579	August 25, 1995	1,982,579/3	February 5, 1996
	GRIP SHIFT (STYLIZED)	1,986,959	September 25, 1995		
	GRIP SHIFT	1,982,575	August 25, 1995	1,982,575(7)	February 5, 1996
	ESP LOGO #1	1,986,958	September 25, 1995		
	GRIP SHIFT WITH LOGO				
SWEDEN	ESP				
	GRIP SHIFT				
	ESP LOGO #1				
	GRIP SHIFT LOGO				
SWITZERLAND	ESP LOGO #1				
	ESP				
	GRIP SHIFT LOGO				
	GRIP SHIFT				
TAIWAN	GRIP SHIFT			476,371	February 16, 1990
	GRIP SHIFT LOGO			476,369	February 16, 1990

Country	Mark	Serial #	Filing Date	Reg #	Reg Date
TAIWAN	ESP	84/011,685			
	ESP LOGO #1	84/041,671	August 17, 1995	737,733	December 1, 1996
	GRIP SHIFT (STYLIZED)			476,370	February 16, 1990
	GRIP SHIFT WITH LOGO			476,368	February 16, 1990
	ESP	84/011,684	March 15, 1995	718,116	June 1, 1996
	GRIP SHIFT WITH LOGO			476,295	February 16, 1990
UNITED KINGDOM	GRIP SHIFT	2,032,918	September 7, 1995	2,032,918	September 7, 1995
	GRIP SHIFT LOGO	2,033,335	September 7, 1995	2,033,335	September 7, 1995
	ESP	2,026,556	July 11, 1995	2,026,556	July 11, 1995
	ESP LOGO #1	2,026,554	July 11, 1995	2,026,554	July 11, 1995
URUGUAY	GRIP SHIFT	284,240	January 19, 1996		
US	ONE TO ONE AND DESIGN	75/192,302	November 4, 1996		
	GRIP SHIFT WITH LOGO	74/719,970	August 24, 1995		
	1:1	75/192,596	November 4, 1996		
	GRIP SHIFT	76/675,153	May 16, 1995		
	GRIP SHIFT WITH LOGO	75/976,968	August 24, 1995		
	ESP LOGO #1	75/187,044	October 24, 1996	2,105,460	October 14, 1997
	ESP LOGO #1	74/685,470	June 7, 1995	2,105,460	October 14, 1997
	QUICK SHIFT	74/674,572	May 16, 1995	2,068,092	June 3, 1997
	GRIP SHIFT LOGO	74/675,201	May 16, 1995	2,094,056	September 9, 1997
	X RAY	75/192,467	November 4, 1996	2,165,226	June 16, 1998
	GRIP SHIFT	73/770,941	December 22, 1988	1,621,763	November 6, 1990
	ESP LOGO #2	74/685,472	June 7, 1995		
	ESP	74/644,116	March 9, 1995	2,044,567	March 11, 1997
	SRAM	74/683,848	June 2, 1995	2,056,661	April 29, 1997
	QUICK SHIFT LOGO	74/675,163	May 16, 1995	2,104,554	October 14, 1997

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Country	Mark	Serial #	Filing Date	Reg #	Reg Date
US	BASSWORM	74/675,152	May 16, 1995	1,998,080	September 3, 1996
	ESP LOGO #2	75/187,030	October 24, 1996	2,123,349	December 23, 1997
VENEZUELA	ESP	010,465/95	July 18, 1995		
	GRIP SHIFT	010,464/95	July 18, 1995		
	ESP LOGO #1	010,471/95	July 18, 1995		
	GRIP SHIFT LOGO	010,468/95	July 18, 1995		
	ESP LOGO #1	010,470/95	July 18, 1995		
	GRIP SHIFT	010,466/95	July 18, 1995		
	GRIP SHIFT LOGO	010,469/95	July 18, 1995		
	ESP	010,467/95	July 18, 1995		

Country	Title	Patent #	Issue Date	Serial #	Filing Date
AUSTRALIA	SPOOLED REAR DERAILEUR (Bicycle Derailleur and Actuating System)			49023/96	January 23, 1996
	JACKSPOOL (Bicycle Derailleur Cable Actuating System)			30309/89	March 18, 1992
BRAZIL	SPOOLED REAR DERAILEUR (Bicycle Derailleur and Actuating System)			PCT/US96/00973	January 23, 1996
CANADA	SPOOLED REAR DERAILEUR (Bicycle Derailleur and Actuating System)			2,187,160	January 23, 1996
CHINA	DESIGN FOR SHIFTER COVER #2, Emb. #3 (Design for a Shifter Cover)	95319335.7	October 12, 1996	95/319,335.7	April 30, 1995
	JACKSPOOL DIVISION (Bicycle Derailleur Cable Actuating System)			95106053.8	May 8, 1994
	DESIGN FOR SHIFTER COVER #2, Emb. #2 (Design for a Shifter Cover)	95319336.5	October 12, 1996	95/319,336.5	April 30, 1995
	DESIGN FOR SHIFTER COVER #2, Emb. #1 (Design for a Shifter Cover)	95304624.9	April 30, 1995	95304624.9	April 30, 1995
	SPOOLED REAR DERAILEUR (Bicycle Derailleur and Actuating System)			96190083.0	October 7, 1996
	SHARKTOOTH DESIGN (Design for a Bicycle Grip Shift)	95305414.4	November 2, 1996	95305414.4	May 26, 1995
	SHOVEL CAM (Bicycle Cable Derailleur Actuating System)	ZL 93102613.8	October 29, 1995	93102614.8	March 17, 1993
	SHIFTER COVER #2 (Nubbed Grip for Rotatable Bicycle Gear Shifter)			95101856.6	February 25, 1995
	METAL SPRING (Detent Spring for Rotatable Hand Grip Actuating System)			95101854.x	February 25, 1995
	DROP OFF SPOOL (Rotatable Handgrip Actuating System)			95100443.3	February 28, 1995
EPC	METAL SPRING (Detent Spring for Rotatable Hand Grip Actuating System)			9501444.6	March 6, 1995

EXHIBIT D

TRADEMARK
REEL: 1836 FRAME: 0657

Country	Title	Patent #	Issue Date	Serial #	Filing Date
EP	SHIFTER COVER #2 (Nubbed Grip for Rotatable Bicycle Gear Shifter)			95301448.7	March 6, 1995
	DROP-OFF SPOOL (Rotatable Hand Grip Actuating System)			95301447.9	March 6, 1995
	HELICAL CAM (Bicycle Gear Shifting Method and Apparatus)	EP0394355	July 26, 1995	89901797.4	January 5, 1989
	JACKSPOOL (Bicycle Derailleur Cable Actuating System)			95116921.8	October 20, 1995
	SHOVEL CAM (Bicycle Derailleur Cable Actuating System)	0575560	May 8, 1996	92910851.2	March 18, 1992
	SPOOLED REAR DERAILLEUR (Bicycle Derailleur and Actuating System)			96905205.9	
FRANCE	SHARKTOOTH DESIGN (Design for a Bicycle Grip Shift)	408,004-408,006	May 29, 1995	953037	May 29, 1995
	DESIGN FOR SHIFTER COVER #2 (Design for a Shifter Cover)	404,747-404,755	May 2, 1995	952544	May 2, 1995
GERMANY	SHARKTOOTH DESIGN (Design for a Bicycle Grip Shift)	M9504525.2	November 28, 1995	M9504525.2	May 29, 1995
	SHIFTER COVER #2 (Nubbed Grip for Rotatable Bicycle Gear Shifter)	29,502,403	February 14, 1995	29502403.8	February 14, 1995
	DESIGN FOR SHIFTER COVER #2 (Design for a Shifter Cover)	M 9503841.8	October 13, 1995	M 9503841.8	May 2, 1995
INDIA	SPOOLED REAR DERAILLEUR (Bicycle Derailleur)			1553/Del/95	August 21, 1995
ITALY	FRONT DERAILLEUR (Linear Derailleur)			179/Del/96	January 29, 1996
	DESIGN FOR SHIFTER COVER #2 (Design for a Shifter Cover)			MI 950 000243	May 2, 1995
	SHARKTOOTH DESIGN (Design for a Bicycle Grip Shift)			MI 950000301	May 26, 1995

Country	Title	Patent #	Issue Date	Serial #	Filing Date
JAPAN	SHARKTOOTH DESIGN (Design for a Bicycle Grip Shift)	977,076	December 18, 1996	7-15128	May 29, 1995
	HELICAL CAM (Bicycle Gear Shifting Method and Apparatus)			1-501639	January 5, 1989
	METAL SPRING (Detent Spring for Rotatable Hand Grip Actuating System)			6-341054	December 29, 1994
	DROP-OFF SPOOL (Rotatable Hand Grip Actuating System)			7-22441	February 10, 1995
	JACKSPOOL (Bicycle Derailleur Cable Actuating System)			4-509,969	March 18, 1992
	DESIGN FOR SHIFTER COVER #2 (Design for a Shifter Cover, Embodiment #2)	977,074	December 18, 1996	7-12513	May 1, 1995
	SHIFTER COVER #2 (Nubbed Grip for Rotatable Bicycle Gear Shifter)			6-328,537	January 5, 1995
	DESIGN FOR SHIFTER COVER #2 (Design for a Shifter Cover, Embodiment #3)			7-12514	May 1, 1995
	SPOOLED REAR DERAILLEUR (Bicycle Derailleur and Actuating System)			524,282/1996	January 23, 1996
	DESIGN FOR SHIFTER COVER #2 (Design for a Shifter Cover, Embodiment #1)	977,073	December 18, 1996	7-12512	May 1, 1995
MEXICO	SPOOLED REAR DERAILLEUR (Bicycle Derailleur and Actuating System)			964,592	October 4, 1996
PCT	FRONT DERAILLEUR (Linear Derailleur)			PCT/US96/15100	September 20, 1996
	BRAKE ACTUATING SYSTEM			PCT/US97/00763	January 21, 1997
	JACKSPOOL (Bicycle Derailleur Cable Actuating System)			PCT/US92/02247	March 18, 1992
	SPOOLED REAR DERAILLEUR (Bicycle Derailleur and Actuating System)			PCT/US96/00973	January 23, 1996

PCT
TRADEMARK

Country	Title	Patent #	Issue Date	Serial #	Filing Date
PCT	SHUJIKI KAMP (Hand-Rotatable Bicycle Gear Actuator with Overshift Return) CONTROL CABLE ADJUSTMENT DEVICE			PCT/US96/11082 PCT/US97/06118	June 27, 1996 April 14, 1997
SPAIN	SHIFTER COVER #2 (Nubbed Grip for Rotatable Bicycle Gear Shifter)	048,007	December 18, 1995	84300361	January 16, 1995
TAIWAN	SHARKTOOTH DESIGN (Design for a Bicycle Grip Shift) SHIFTER COVER #2 (Nubbed Grip for Rotatable Bicycle Gear Shifter and Sharktooth design) FRONT DERAILLEUR (Linear Derailleur) JACKSPOOL (Bicycle Derailleur Cable Actuating System) SHOVEL CAM (Bicycle Derailleur Cable Actuating System) SPOOLED REAR DERAILLEUR (Bicycle Derailleur) DROP-OFF SPOOL/METAL SPRING (Rotatable Handgrip Actuating System)	074,192	February 13, 1996	84100331	January 16, 1995
	DESIGN FOR SHIFTER COVER #2 (Design for a Shifter Cover, Embodiment #3) SHARKTOOTH DESIGN (Design for a Bicycle Grip Shift) DESIGN FOR SHIFTER COVER #2 (Design for a Shifter Cover, Embodiment #2) SHIFTER COVER #2 (Design for a Shifter Cover, Embodiment #1)	NI-56115 2,047,142 2,047,770 2,047,141 2,047,140	August 18, 1992 September 4, 1995 November 7, 1995 September 4, 1995 September 4, 1995	80104252 84101753 83102834 2047142 2047770 2047141 2047140	May 30, 1991 May 10, 1995 March 31, 1994 May 1, 1995 May 26, 1995 May 1, 1995 May 1, 1995
UNITED KINGDOM					

Country	Title	Patent #	Issue Date	Serial #	Filing Date
US	SHIFTER COVER #2 (Rotatable Grip for Derailleur Type Bicycle Gear Shifting System)	5,564,316	October 15, 1996	08/330,285	October 27, 1994
	DROP-OFF SPOOL (Rotatable Handgrip Actuating System)	5,476,019	December 19, 1995	08/207,249	March 7, 1994
	SPOOLED REAR DERAILLEUR (Bicycle Derailleur)	5,533,937	July 9, 1996	08/384,013	February 6, 1995
	METAL SPRING Continuation (Detent Spring for Rotatable Hand Grip Actuating System)	5,662,000	September 2, 1997	08/609,676	March 1, 1996
	METAL SPRING (Detent Spring for Rotatable Hand Grip Actuating System)	5,524,501	June 11, 1996	08/295,370	August 24, 1994
	SHOVEL CAM (Bicycle Derailleur Cable Actuating System)	5,102,372	April 7, 1992	07/672,431	March 20, 1991
	CONTROL CABLE ADJUSTMENT DEVICE	5,674,142	October 7, 1997	08/631,895	April 16, 1996
	DESIGN FOR SHIFTER COVER #2, Emb. #3 (Design for a Shifter Cover)	D391,825	March 10, 1998	29/064,093	November 1, 1996
	SHIFTER COVER #1 (Rotatable Grip for Derailleur Type Bicycle Gear Shifting System)	5,584,213	December 17, 1996	08/287,721	August 9, 1994
	REAR DERAILLEUR (CIP) (Bicycle Derailleur and Actuating System)	5,620,383	April 15, 1997	08/520,400	August 29, 1995
	DESIGN FOR SHIFTER COVER #2, Emb. #2 (Design for a Shifter Cover)	D391,824	March 10, 1998	29/061,913	November 1, 1996
	JACKSPOOL (Bicycle Derailleur Cable Actuating System)	5,197,927	March 30, 1993	07/853,442	March 18, 1992
	SHIFTER COVER #3 (Rotatable Grip for Derailleur Type Bicycle Gear Shifting System)				
	SHIFTER COVER #3 (Div) (Nubbed Grip for Rotatable Bicycle Gear Shifter)			08/838,273	April 17, 1997
	BASSWORM CIP (Bicycle Derailleur System Preload and Sealing System) (Nightcrawler)	5,765,446	June 16, 1998	08/698,048	August 15, 1996

Country	Title	Patent #	Issue Date	Serial #	Filing Date
US	FRONT DERAILLEUR (Linear Derailleur)	5,607,367	March 4, 1997	08/517,231	August 21, 1995
	DESIGN FOR SHIFTER COVER #2, Emb #1 (Design for a Shifter Cover)			29/030,496	October 31, 1994
	SHARKTOOTH DESIGN (Bicycle Shifter Grip with Sharktooth Design)	D389391	January 20, 1998	29/031,421	November 28, 1994
	BRAKE ACTUATING SYSTEM			60/010,666	January 26, 1996
	Discontinuous Mechanical Advantage Front Shifting for Bicycles (Slotted Front)			60/038,667	February 20, 1997
	SLIP CAM (Bicycle Gear Shifting Method and Apparatus)	4,938,733	July 3, 1990	07/456,155	December 21, 1989
	SHIFTER COVER #3 (Nubbed Grip for Rotatable Bicycle Gear Shifter)			08/730,352	October 15, 1996
	SQUIRT RAMP (Hand-Rotatable Bicycle Gear Actuator with Overshift Return)	5,676,020	October 14, 1997	08/497,205	June 30, 1995
	HELICAL CAM (Bicycle Gear Shifting Method and Apparatus)	4,900,291	February 13, 1990	07/293,521	January 5, 1989
	FRONT DERAILLEUR (CIP) (Linear Derailleur)	5,649,877	July 22, 1997	08/681,294	July 22, 1996
	BALISWORM (Bicycle Derailleur System Preload and Sealing System)	5,630,338	May 20, 1997	08/500,774	July 11, 1995
	Partially Slotted Barrel Adjustor			60/040,345	March 7, 1997

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