

01-20-1999



ET

MNO
5.18.98

100946161

CKET NO.

117970-4

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bicycle Exchange, Inc.

- Individual(s)
- General Partnership
- Corporation- Virginia
- Other _____
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies):

Name: Retail & Restaurant Growth Capital, L.P.

Internal Address: _____

Street Address: 10000 N. Central Expressway, Suite 1060

City Dallas State Texas ZIP 75231

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

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

(Designation must be a separate document from Assignment).

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

3. Nature of conveyance:

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

Execution Date: March 24, 1998

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,930,441

Additional numbers attached? Yes No

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

Name: Kay Lyn Schwartz

Internal Address: Gardere & Wynne, L.L.P.

Street Address: 1601 Elm St., Suite 3000

City Dallas State TX ZIP 75201

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.

40E

8. Deposit account number: 070153

(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.

Kay Schwartz
Name of Person Signing

Kay Schwartz
Signature

8-13-98
Date

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



1199-4
UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

DECEMBER 04, 1998

PTAS



100810567A

GARDERE & WYNNE, L.L.P.
KAY LYN SCHWARTZ
1601 ELM ST., SUITE 3000
DALLAS, TX 75201

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 100810567

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. THE NAME AND ADDRESS OF THE RECEIVING PARTY(S) MUST BE INDICATED ON THE COVER SHEET.

PAULA MCCRAY, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

GARDERE & WYNNE
DEC 15 1998

TRADEMARK
REEL: 1841 FRAME: 0030

TRADEMARK SECURITY AGREEMENT

WHEREAS, Bicycle Exchange, Inc., a Virginia corporation (the "Company"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, the Company, Retail & Restaurant Growth Capital, L.P., a Delaware limited partnership as Collateral Agent ("Collateral Agent"), Retail & Restaurant Growth Capital, L.P., a Delaware limited partnership, Phillips-Smith Specialty Retail Group III, L.P., InterWest Partners V, L.P., and InterWest Investors V are parties to that certain Senior Subordinate Loan Agreement dated as of March 24, 1998; and

WHEREAS, pursuant to the terms of that certain Pledge and Security Agreement dated as of March, 1998, executed by the Company in favor of Collateral Agent (as the same may be amended and in effect from time to time, the "Security Agreement"), the Company has granted to Collateral Agent a security interest in substantially all the assets of the Company including, without limitation, all right, title and interest of the Company in, to and under all now owned and hereafter acquired Trademark (as defined in the Security Agreement), Trademark applications and Trademark Licenses (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment and performance of the Obligations (as therein defined);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Company does hereby assign to Collateral Agent a continuing security interest in all of the Company's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;


(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Collateral Agent pursuant to the Security Agreement. The Company hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral 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.

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 24th day of March, 1998.

BICYCLE EXCHANGE, INC.

By: 


Marc Willson,
President

Acknowledged:

RETAIL & RESTAURANT GROWTH CAPITAL, L.P.,
as Collateral Agent

By: Retail & Restaurant Growth Partners, L.P.,
its General Partner

By: Retail & Restaurant Growth Management, Inc.,
its General Partner

By: 

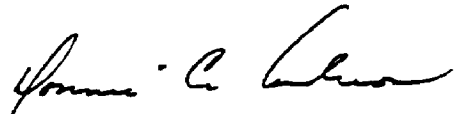
J. Eric Lawrence,
Executive Vice President

ACKNOWLEDGMENT

DISTRICT OF COLUMBIA

§
§
§

This instrument was acknowledged before me on March 24, 1998, by Marc Willson, President of Bicycle Exchange Inc., a Virginia corporation, on behalf of said corporation.


Notary Public, District of Columbia

Donnie C. Anderson
(printed name)

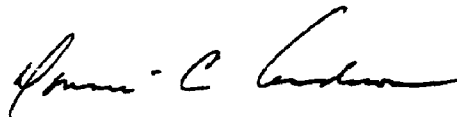
My commission expires: DONNIE C. ANDERSON
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires April 14, 1999

ACKNOWLEDGMENT

DISTRICT OF COLUMBIA

§
§
§

This instrument was acknowledged before me on March 24, 1998, by J. Eric Lawrence, Executive Vice President of Retail & Restaurant Growth Management, Inc., a Texas corporation and the general partner of Retail & Restaurant Growth Partners, L.P., a Delaware limited partnership and the sole general partner, Retail & Restaurant Growth Capital, L.P., a Delaware limited partnership, on behalf of said partnership.


Notary Public, District of Columbia

Donnie C. Anderson
(printed name)

My commission expires: DONNIE C. ANDERSON
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires April 14, 1999

Schedule 1
to Trademark
Security Agreement

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
-------------	----------------	--------------------------------	------------------------------

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Date of Filing</u>
Bikes USA	USA	1,930,441	October 31, 1995

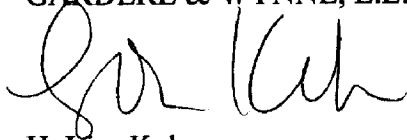
TRADEMARK LICENSES

UNREGISTERED TRADEMARKS

It is believed that no additional fee is due. If this is incorrect, the Commissioner is hereby authorized to charge any fees which may be required by this paper to Deposit Account No. 070153.

Sincerely,

GARDERE & WYNNE, L.L.P.

A handwritten signature in black ink, appearing to read "H. Lisa Koh". The signature is fluid and cursive, with the first name "H." and last name "Koh" clearly distinguishable.

H. Lisa Koh

/rb;enclosures

584966.1