

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027  
3-5-99

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

12-13-1999



REI 101190323 .NET

TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

03/09/1999 DCOATES 00000081 2092106  
01 FC:481 40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.  
Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 001967 FRAME: 0685

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2092106"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Susan M. Kornfield  
Name of Person Signing

Susan M. Kornfield  
Signature

3-1-99

Date Signed

**AGREEMENT  
(Trademark)**

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of September 19, 1997, among Schwinn Cycling & Fitness, Inc. ("Company" and sometimes a "Debtor"), and Comerica Bank in its capacity as agent for the Banks referred to below.

**WITNESSETH**

A. WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement dated as of September 19, 1997 (as amended or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, each of the financial institutions party thereto (collectively, the "Banks") and Secured Party, as Agent for the Banks, the Banks have agreed, subject to the satisfaction of certain terms and conditions, to make Advances to Borrowers and to provide for the issuance of Letters of Credit for the account of Borrowers, individually, or jointly and severally with certain of the other Account Parties (as such terms are defined in the Credit Agreement), as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered a Security Agreement, dated as of the date hereof (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the initial Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Banks a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Banks to make Advances (including the initial Advance) to the Company pursuant to the Credit Agreement, each of the Debtors agrees, for the benefit of the Banks, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, each of the Debtors does hereby mortgage, pledge and hypothecate to the Secured Party for the benefit of the Banks, and grant to the Secured Party for the benefit of the Banks a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(Tradmrk2.agr)

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark") now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party and the Banks in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party and the Banks under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party and the Banks thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Release of Security Interest.** Upon payment in full of all Secured Obligations and when all commitments to extend any credit under the Credit Agreement have been terminated, the Secured Party shall, at the Debtors' expense, execute and deliver to the Debtors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Each of the Debtors does hereby further acknowledge and affirm that the rights and remedies of the Secured Party for the benefit of the Banks with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

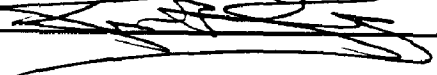
SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

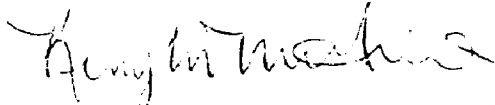
**SCHWINN CYCLING & FITNESS, INC.**

By:  \_\_\_\_\_

Its: Vice President

Address: 1690 38th Street  
Boulder, Colorado 80301  
Attention: Chief Financial Officer

**COMERICA BANK, as Agent for the Banks**

By: 

Title: Vice President  
Address: 999 18th Street  
Denver, Colorado 80202  
Attention: Comerica Business Credit

Signature Page  
Trademark Agreement

**ATTACHMENT 1 to Trademark Security Agreement**

<b>Country</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
United States	Black Phantom	1674150	2/4/92
United States	Frontier	1617535	10/16/90
United States	Homegrown	2016847	11/19/96
United States	Homegrown and Design	1927600	10/17/95
United States	MOAB	1950928	1/23/96
United States	MOAB	1866329	12/6/94
United States	S (and design)	1191632	3/9/82
United States	Schwinn	1902797	7/4/95
United States	Schwinn	1909799	8/8/95
United States	Schwinn	1909911	8/8/95
United States	Air Dyne	1176363	11/3/81
United States	Air Dyne	1153275	5/5/81
United States	Air Dyne	1601104	6/12/90
United States	Schwinn	1910207	8/8/95
United States	Schwinn (stylized)	1665772	11/26/91
United States	Schwinn (stylized)	428626	3/25/47
United States	Schwinn Cycling & Fitness (and Design)	1655037	8/27/91
United States	Schwinn Quality (and Design)	1532929	4/4/89
United States	XS	1946664	1/9/96
United States	YETI	1940778	12/12/95
United States	YETI	193529	12/5/95
United States	Schwinn (stylized)	526131	6/6/50
United States	Schwinn American	626119	5/1/56
United States	YETI	1619738	

**Pending Trademark Applications**

<b>Country</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>
<b>United States</b>	<b>MESA</b>	<b>75/051381</b>	<b>Pending</b>

**Trademark Applications in Preparation**

<b>Country</b>	<b>Trademark</b>	<b>Docket No.</b>	<b>Expected Filing Date</b>	<b>Products/Services</b>
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None.

Item B. **Trademark Licenses:**

None.



**RELEASE**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BANKAMERICA BUSINESS CREDIT, INC., as Agent (the "Agent"), having its principal place of business at 231 South LaSalle Street, Chicago, Illinois 60697, does hereby release, without recourse or warranty of any kind, unto SCOTT USA INC., a Delaware corporation (the "Grantor") and its successors and assigns all the right, title, interest, claim or demand whatsoever Agent may have acquired in, through, or by that certain Trademark Security Agreement, dated as of November 1, 1996 (the "Agreement"), between the Grantor and the Agent and recorded with the Office of the United States Commissioner of Patents and Trademarks on November 7, 1996 at Reel 1524, Frames 0843-847, to the Trademark Collateral (as defined in the Agreement), including, without limitation, those trademarks and trademark applications and other rights and interests listed on Schedule A attached hereto and made a part hereof.

IN TESTIMONY WHEREOF, the Agent has caused this Release to be executed on its behalf by its duly authorized officer this 9th day of September, 1997.

BANKAMERICA BUSINESS CREDIT, INC., as  
Agent

By: 

Title: Vice President

Exhibit A to Release

ATTACHMENT 1 to Trademark Security Agreement

Item A. Trademarks:

Registered Trademarks

Country	Trademark	Registration No.	Registration Date
U.S.	SCOTT	1837348	5/24/94
U.S.	SCOTT USA	1049418	10/5/76
U.S.	SCOTT USA	960780	6/12/73
U.S.	SS (and Design)	960318	6/5/73

Pending Trademark Applications

Country	Trademark	Serial No.	Filing Date
U.S.	Vents	75/103412	5/13/96

Trademark Applications in Preparation

Country	Trademark	Docket No.	Expected Filing Date	Products/Services
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None.

Item B. Trademark Licenses:

None.

Kimberly White  
August 23, 1999  
Page 2

Should you have any questions concerning this request for recordation, please call me at (734) 930-2488.

Very truly yours,

A handwritten signature in black ink that reads "Susan M. Kornfield". The signature is written in a cursive style with a large, looped 'S' and 'K'.

Susan M. Kornfield

Enclosures

cc: Larry R. Shulman