

01-06-2000

Form PTO-1594
(Rev. 6-93)

RECOR



U.S. Department of Commerce
Patent and Trademark Office

1-7-00

101239636

To the Assistant Commissioner for Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):
American Sports Design LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State _____
 Other Minnesota Limited Liability Company

Additional name(s) of conveying party(ies) attached? yes no

2. Name and address of receiving party(ies):
Name: Hufco Company
Internal Address: _____
Street Address: 14211 E. 4th Avenue, Suite 132
City: Aurora State: CO Zip: 80011

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Colorado
 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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: July 20, 1999

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

A. Trademark Application No.(s)
75/680217
75/680222

B. Trademark Registration No.(s)
2,295,083

Additional numbers attached? yes no

6. Total number of applications and registrations involved:..... 3

7. Total fee (37 CFR 3.41): \$ 90.00

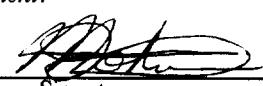
Enclosed
 Additional expenses authorized to be charged to deposit account

8. Deposit account number: 04-1133
 (Attached duplicate copy of this page if paying by deposit account)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Michael D. Johns
Dinsmore & Shohl LLP
Street Address: 1900 Chemed Center
255 East Fifth Street
City: Cincinnati State: OH Zip: 45202

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.

Michael D. Johns  1/6/00
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: _____

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01/10/2000 TTON11 00000057 2295083

01 FC:481
 02 FC:482

(40.00 OP
 50.00 OP)

TRADEMARK
REEL: 002007 FRAME: 0621

INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT is effective as of this 20 day of July, 1999 (the "Effective Date") from **AMERICAN SPORTS DESIGN, LLC**, a Minnesota limited liability company ("Seller") and **JAMES C. RADDIN**, the Chief Manager and President of Seller ("Stockholder") (Seller and Stockholder collectively, the "Assignor") to **HUFECO COMPANY**, a Colorado corporation located at 14211 E. 4th Avenue, Suite 132, Aurora, Colorado ("Assignee").

WHEREAS, Assignor, Honey L. Raddin and American Sports Design Company, an Ohio corporation and an affiliate of Assignee ("Purchaser"), are simultaneously with the execution hereof closing the transactions contemplated by a certain Asset Purchase Agreement, dated of even date herewith (the "Purchase Agreement"), pursuant to which Assignor and Honey L. Raddin are selling to Purchaser substantially all of the assets of Assignor.

WHEREAS, together Assignor is the exclusive owner of all right, title, and interest in and to certain intellectual property, including trademarks, service marks, trade names, logos and internet domain names, which is set forth on the attached Schedule A and which is collectively hereinafter referred to as the Intellectual Property; and

WHEREAS, Purchaser desires and directs that its affiliate, Assignee, acquire from Assignor the entirety of Assignor's right, title and interest in and to such Intellectual Property, and that Assignor sell, transfer and convey all of its right, title and interest in and to such Intellectual Property to Assignee.

NOW, THEREFORE, good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to and under the following:

1. All of its trademarks, trade names, service marks, service names and brand names, including without limitation, the Intellectual Property listed on Schedule A annexed hereto, together with the goodwill of Assignor's business appertaining thereto and/or symbolized;

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

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

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

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

Assignor shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's expense, to execute promptly any additional documents and take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Intellectual Property and Related Rights in Assignee and to record this Assignment with all appropriate authorities.

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

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the 20 day of July, 1999.

AMERICAN SPORTS DESIGN, LLC

By: 
James C. Raddin, President and General Manager

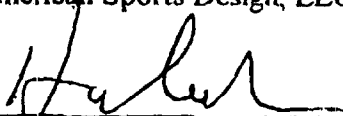

JAMES C. RADDIN

State of Ohio

SS:

County of Montgomery

On this 20 day of July, 1999, before me appeared James C. Raddin, President and General Manager of American Sports Design, LLC, who acknowledged that he signed this instrument as a free act on his own behalf and on behalf of American Sports Design, LLC.


(Signature of Notary Public)

HARVEY JAY COHEN, Attorney at Law
NOTARY PUBLIC, STATE OF OHIO
My Commission has no expiration
date. Section 147.02

Schedule A

Intellectual Property

Airborne Direct

American Sports Design

Except as otherwise provided in Sections 1.2 and 7.14 of the Purchase Agreement, the attached intellectual property listings are also incorporated by reference herein.

Attm: JEFF COLLIN

U.S. Intellectual Property

Revised 7/16/90

Trademark Name	Type of Use	File/Serial	Status	Date of Status	Filing Date
Airtorn	Bicycle Brand Name	75/405442	Final review prior to publication has been completed, application will be published for opposition.	5/19/98	12/15/97
Lucy Strike	Titanium Mountain Bike Model Name	75/690217	Newly filed application, not yet assigned to an examining attorney.	4/15/98	5/2/98
Zeppelin	Titanium Road Bike Model Name	75/690222	Newly filed application, not yet assigned to an examining attorney.	4/15/98	5/2/98
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Black Widow	Steel Mountain Bike Model Name		Trademark Application Filed July 1999, no serials or filing date assigned yet.		
Sky Hag	Single Speed Bike Model Name		Trademark Application Filed July 1999, no serials or filing date assigned yet.		
Joy Styl	Bar Ends (Long)		Not registered/applied for. Date of First Use July 6, 1998		
Flight Styl	Bar Ends (Short)		Not registered/applied for. Date of First Use July 6, 1998		
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Super Fortress	Bicycle Rear Triangle		Not registered/applied for. Date of First Use 10/31/97		
ARC	Bicycle Chain Stay		Not registered/applied for. Date of First Use 10/31/97		

TRADEMARK

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JUL-14-1999 16:48

DICKSON & CARLSON

612 317 9746 P. 23/83

ASD Intellectual Property
Schedule 5.16

Type	Name	Description	Current Owner
Web Site Domain	asdl.com	American Sports Design home page	ASD
Web Site Domain	asdl.net	American Sports Design home page link	Jamie Radtke
Web Site Domain	asdl.org	American Sports Design home page link	Jamie Radtke
Web Site Domain	albourne.net	Albourne Direct home page	Jamie Radtke
Web Site Domain	bikebuy.com	Bike Buy home page	Jamie Radtke
Web Site Domain	bikebuy.net	Bike Buy home page link	Jamie Radtke
Web Site Domain	bikebuy.org	Bike Buy home page link	Jamie Radtke
Web Site Domain	bluelink.com	Blue Site home page	ASD
Web Site Domain	bikerite.org	Biker Site home page link	Jamie Radtke
Web Site Domain	huffy.com	huffy.com	Jamie Radtke
Web Site Domain	huffy.net	N/A	Jamie Radtke
Web Site Domain	huffy.org	N/A	Jamie Radtke

Jon Radtke

TOTAL P. 83