

06-22-2000



101387425

RE
MAD
6-20-00

RECORDATION FORM COVER SHEET 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

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

- 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/KA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Association
- Corporation
- 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

04/21/2000 JSHABAZZ 00000127 75704043

01 FC:481 40.00 OP

02 FC:482 4025.00 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

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" value="75/704,043"/>	<input type="text" value="75/501,825"/>	<input type="text" value="75/491,280"/>
<input type="text" value="75/779,291"/>	<input type="text" value="75/700,759"/>	<input type="text" value="75/637,536"/>

<input type="text" value="1,662,569"/>	<input type="text" value="2,069,210"/>	<input type="text" value="1,364,643"/>
<input type="text" value="1,927,645"/>	<input type="text" value="2,016,528"/>	<input type="text" value="2,301,943"/>

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.

HELEN M. LINEHAN

Name of Person Signing

Helen M. Linehan
Signature

6/19/00
Date Signed

HUFFY CORPORATION

Trademark Application Numbers (cont'd)	Trademark Registration Numbers (cont'd)
75/591909	1,892,240
75/591916	2,298,883
75/585296	2,061,781
75/639014	903,429
75/586430	775,310
75/762014	1,604,834
75/585293	1,954,498
75/585292	1,992,126
75/586418	1,831,437
75/558590	2,289,366
75/772860	2,034,566
75/421449	1834564
75/668145	1863647
75/555547	1124461
75/809614	1507051
75/592263	1977281
75/596158	514533
75/585294	1854129
75/558626	2037595
75/586431	1947442
75/555542	1535193
75/585298	1323927
75/587442	1352702
75/749202	573518
75/555545	1771326

75/558616	2073245
75/586429	1989336
75/582770	1520777
75/555544	1995304
75/555543	1842337
75/558189	1393948
75/555962	1960905
75/585295	2007182
75/596159	1148410
75/695,863	1603622
75/682,937	1829338
75/371,798	1822612
75/699,798	2301950
75/763,369	1219055
75/562813	1389003
75/699,805	1843592
75/502,033	1828217
75/682,939	1654853
75/683,482	1283289
75/695,859	1994232
75/491,279	1263548
75/705,989	1021035
75/704,580	1815407
75/559,109	1895581
75/695,861	2301950
75/578,919	1660348
75/699,806	1611156
75/486,894	1629074

75/486,893	
75/699,799	
75/699,482	
75/699,501	
75/578,491	
75/558,591	
75/701,039	
75/798,442	
75/749,176	
75/741,096	
75/699,502	
75/697,385	
75/696,475	
75/695,862	
75/637,537	
75/596,156	
75/697,549	
75/699,637	
75/697,245	
75/695,860	
75/697,244	
75/699,483	
75/699,508	
75/741,041	
75/699,480	
75/591,917	
75/596,157	
75/697,242	

75/699,484	
75/699/487	
75/682,938	
75/699,859	
75/696,477	
75/699,490	
75/500521	
75/696476	
75/562814	
75/798,228	
75/476,275	
75/699,486	
75/699,488	
75/456,525	
75/558,617	
75/591907	

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated January ~~26~~ 2000, is by and between HUFFY CORPORATION, an Ohio corporation ("Debtor"), with its chief executive office at 225 Byers Road, Miamisburg, Ohio 45342 and CONGRESS FINANCIAL CORPORATION (CENTRAL), an Illinois corporation, as agent pursuant to the Loan Agreement (as hereinafter defined) acting on behalf of the financial institutions which are parties thereto as lenders (in such capacity "Secured Party"), having an office at 150 South Wacker Drive, Suite 2200, Chicago, Illinois 60606.

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Debtor, Royce Union Bicycle Company ("Royce"), Huffly Service First, Inc. ("Huffy Service"), American Sports Design Company ("American") and Washington Inventory Service ("WIS", and together with Debtor, Royce, Huffly Service and American, each individually, a "Borrower" and collectively, "Borrowers") and certain of their affiliates have entered into financing arrangements with Secured Party and the financing institutions which are parties to the Loan Agreement as lenders (individually, each a "Lender", and collectively, "Lenders") pursuant to which Agent and Lenders may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Secured Party, Lenders, Borrowers and certain of their affiliates (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, the Guarantees (as defined below) and this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements");

WHEREAS, Debtor has absolutely and unconditionally guaranteed the payment and performance of all now existing and hereafter arising obligations, liabilities and indebtedness of Borrowers to Secured Party and Lenders as set forth in the Guarantees, dated of even date herewith, by Debtor in favor of Secured Party for and on behalf of Lenders (as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, each a "Guarantee and collectively, "Guarantees"); and

WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Debtor has agreed to grant to Secured Party for the benefit of Lenders certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party, for the benefit of Lenders, a continuing security interest in and a general lien upon, and a conditional assignment (but only, in the case of any "intent to use" trademark application, upon the filing of a statement of use with respect thereto) of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party for the benefit of Lenders pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party or any Lender and/or any of their respective affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced,

whether as principal, surety, endorser, guarantor or otherwise, whether arising under the Guarantees, this Agreement, the Loan Agreement, the other Financing Agreements or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party or any Lender (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party and Lenders the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party or any Lender to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party or any Lender to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or any Lender or as otherwise determined

by Secured Party or any Lender. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise for and on behalf of Lenders of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party or any Lender to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and reasonable legal expenses. Debtor shall be liable to Secured Party and Lenders for any such payment, which payment shall be deemed an advance by Secured Party and Lenders to Debtor, shall be payable on demand together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party and Lenders set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall notify Secured Party in writing within ten (10) days after the filing of any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party or any Lender, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party or any Lender to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party for the benefit of Lenders.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable; provided, that, Debtor may abandon, omit to do such act or fail to

maintain any of the Trademarks after thirty (30) days prior written notice to Secured Party with respect to any Trademarks that satisfy each of the following conditions: (i) any such Trademark is no longer used or useful in the business of Debtor or any of its affiliates, (ii) any such Trademark has not been used by Debtor or any of its affiliates for a period of six (6) months or more from the date of such written notice to Secured Party and (iii) any such Trademark is not otherwise material to the business of Debtor or any of its affiliates in any respect and has little or no value. Debtor shall notify Secured Party immediately if it knows of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is reasonably necessary, to Secured Party and Lenders in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's and Lenders' interests therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) No material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party and Lenders hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party or any Lender, Debtor, at Debtor's expense, shall join with Secured Party and any Lender in such action as Secured Party and any Lender, in Secured Party's discretion, exercised reasonably, may deem advisable for the protection of Secured Party's and Lenders' interests in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and reasonable legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party and Lenders for any and all reasonable expenditures made by Secured Party or any Lender pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security

interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, and all reasonable collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party and any Lender set forth in the Loan Agreements and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party or any Lender, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party and any Lender, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies for and on behalf of Lenders which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine. Secured Party and any Lender may require that neither Debtor nor any affiliate of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of twenty (20) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party or any Lender shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party and Lenders on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all reasonable legal, travel and other expenses which may be incurred by Secured Party and Lenders. Thereafter, Secured Party and Lenders may apply any remaining proceeds to such of the Obligations as Secured Party and Lenders may in their discretion determine. Debtor shall remain liable to Secured Party and Lenders for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party and Lenders on demand any such unpaid amount, together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party and Lenders set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party, any Lender and their respective designees, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Illinois (without giving effect to principles of conflicts of law).

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Circuit Court of Cook County, Illinois and the United States District Court for the Northern District of Illinois and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of

the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party and Lenders in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party or any Lenders shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party or any Lender deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed ten (10) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's or any Lender's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party or any Lender against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY AND LENDERS IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or any Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and each Lender shall be entitled to the benefit of the rebuttable

presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, ten (10) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: Huffy Corporation
 225 Byers Road
 Miamisburg, Ohio 45342
 Attention: Nancy A. Michaud, Esq.

with a copy to: John E. Barnes, Esq.
 Dinsmore & Shohl LLP
 1900 Chemed Center
 255 East Fifth Street
 Cincinnati, Ohio 45202

If to Secured Congress Financial Corporation (Central)
Party: 150 South Wacker Drive, Suite 2200
 Chicago, Illinois 60606
 Attention: Mr. George Kalesnik

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party, Lenders and Borrowers pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture

or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and Lenders and their respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party and each Lender. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party and Lenders. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or any Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

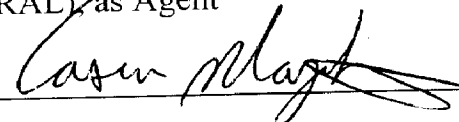
IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

HUFFY CORPORATION

By: 

Title: Vice President

CONGRESS FINANCIAL CORPORATION
(CENTRAL), as Agent

By: 

Title: SVP

OHIO
STATE OF NEW YORK)
CUYAHOGA) ss.:
COUNTY OF NEW YORK)

On this 21st day of January, 2000, before me personally came Nancy Michaud, to me known, who being duly sworn, did depose and say, that he/she is the V.P. of HUFFY CORPORATION, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Alicia M. White
Notary Public

ALICIA M. WHITE, Notary Public
State of Ohio
My Commission Expires March 13, 2000

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 2nd day of February, 2000, before me personally came CASIMIR MAZURKIEWICZ, me known, who, being duly sworn, did depose and say, that he/she is the SVP of CONGRESS FINANCIAL CORPORATION (CENTRAL), the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Cathleen A. Pellegrino
Notary Public

CATHLEEN A. PELLEGRINO
Notary Public, State of New York
No. 01PE4768067
Qualified in Kings County
Commission Expires Nov. 30, 2000

INTELLECTUAL PROPERTY: TRADEMARKS**HUFFY CORPORATION: SPORTS**

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILING DATE</u>
ARENA	US 1,662,569	Basketball backboards.	Registered	10/29/91
BEAN TOWN (AND DESIGN)	US 2,069,210	Basketball backboards.	Registered	6/10/97
BODY GUARD	US 1,364,643	Basketball goal assembly pole pads.	Registered	10/8/85
CENTER COURT	US 1,927,645	Portable basketball goals.	Registered	10/17/95
CLEAR COURT	US 2,016,528	Basketball backboard unit.	Registered	11/12/96
GET VERTICAL	US 2,301,943	Basket ball equipment.	Registered	12/21/99
GORILLA GOAL	US 1,892,240	Basketball goals.	Registered	5/2/95
HUFFY	AU A532551	Sporting goods.	Registered	4/11/90
HUFFY	BX 530347	Sporting goods.	Registered	3/19/93
HUFFY	FR 93460060	Sporting goods.	Registered	4/22/94
HUFFY	GB 1,530,495	Gymnastic and sporting articles.	Registered	3/25/94
HUFFY	GE 2057790	Sporting goods.	Registered	2/24/94
HUFFY	IT 659,942	Sporting goods.	Registered	10/16/95
HUFFY	PT 290371	Sporting goods.	Registered	5/23/94
HUFFY	SA 326/66	Sporting goods.	Registered	8/5/94
HUFFY	SZ 410,658	Sporting articles	Registered	3/31/93
HUFFY SPORTS	AN 20013	Basketball backboards and goals.	Registered	6/19/97
HUFFY SPORTS	AR 1.661.489	Basketball backboard and goals.	Registered	3/20/98

INTELLECTUAL PROPERTY: TRADEMARKS**HUFFY CORPORATION: SPORTS**

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILING DATE</u>
HUFFY SPORTS	AU 650296	Basketball backboards, poles, goals and portable basketball systems.	Registered	7/24/96
HUFFY SPORTS	BA 19,485	Basketball goals and backboard assemblies	Registered	5/6/97
HUFFY SPORTS	BE 28772	Basketballs; basketball goal and backboard assemblies	Registered	10/23/98
HUFFY SPORTS	BR 816236120	Articles for gymnastics, sport, hunting and fishing, except clothes and clothing accessories	Registered	8/15/95
HUFFY SPORTS	CA 487,506	Basketballs; basketball goal and backboard assemblies.	Registered	12/30/97
HUFFY SPORTS	CH 1,152,198	Basketballs, back boards, baskets, basketball stands, basket nets.	Registered	2/20/98
HUFFY SPORTS	CL 494.136	All products in Class 28.	Registered	10/3/97
HUFFY SPORTS	CO 204,338	All goods included in Class 28	Registered	12/26/97
HUFFY SPORTS	CR 103.240	Basketball goal and backboard assemblies.	Registered	8/20/97
HUFFY SPORTS	CZ 216989	Basketball goal and backboard assemblies; basketballs	Registered	4/23/99
HUFFY SPORTS	DR 96,782	Basketball goal and backboard assemblies; basketballs	Registered	5/15/98
HUFFY SPORTS	EC 2519-98	Basketball hoops, nets, backboards and basketballs.	Registered	5/4/98

INTELLECTUAL PROPERTY: TRADEMARKS**HUFFY CORPORATION: SPORTS**

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILING DATE</u>
HUFFY SPORTS	EU 411850	Basketball goals and backboard assemblies; basketballs	Registered	8/99
HUFFY SPORTS	GU 94,615	Basketball goals and backboard assemblies; basketballs	Registered	4/29/99
HUFFY SPORTS	HK 04,189	Basketball goal and backboards; basketballs	Registered	4/30/98
HUFFY SPORTS	ID 410828	Basketball goals and backboard assemblies	Registered	3/10/98
HUFFY SPORTS	IS 112,027	Basketball goal and backboard assemblies; basketballs	Registered	7/6/98
HUFFY SPORTS	JA 4174574	Basketball goal and backboard assemblies; basketballs	Registered	8/7/98
HUFFY SPORTS	JM 31,760	Basketball goal and backboard assemblies; basketballs	Registered	4/9/99
HUFFY SPORTS	JO 49868	Basketball goal and backboard assemblies; basketballs	Registered	7/5/99
HUFFY SPORTS	LE 72,609	Basketball goal and backboard assemblies; basketballs	Registered	6/18/97
HUFFY SPORTS	MR 153	Basketball goal and backboard assemblies; basketballs	Registered	4/7/98
HUFFY SPORTS	MX 540,348	Basketball goal and backboard assemblies; basketballs	Registered	1/28/97
HUFFY SPORTS	NO 187.494	Basketball goal and backboard assemblies; basketballs	Registered	12/18/97
HUFFY SPORTS	NZ 270115	Basketball goal and backboard assemblies; basketballs	Registered	8/26/97
HUFFY SPORTS	PA 86,692	Basketball goal and backboard assemblies; basketballs	Registered	4/2/97
HUFFY SPORTS	PE 34,875	Basketball goals, backboard assemblies; basketballs	Registered	4/8/97

INTELLECTUAL PROPERTY: TRADEMARKS**HUFFY CORPORATION: SPORTS**

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILING DATE</u>
HUFFY SPORTS	PY 197,258	Basketball goal and backboard assemblies; basketballs	Registered	9/15/97
HUFFY SPORTS	RU 171,485	Basketball goal and backboard assemblies; basketballs	Registered	1/28/99
HUFFY SPORTS	SG 11989/96	Basketballs and basketball equipment.	Registered	11/5/96
HUFFY SPORTS	SU 15.722	Basketball goal and backboard assemblies; basketballs	Registered	7/2/97
HUFFY SPORTS	SW 329 691	Basketball goal and backboard assemblies; basketballs	Registered	1/15/99
HUFFY SPORTS	SZ 438 776	Basketball goal and backboard assemblies.	Registered	11/26/96
HUFFY SPORTS	TR 26,805	Basketball goals and backboard assemblies.	Registered	1/22/98
HUFFY SPORTS	TU 182,968	Basketball goal and backboard assemblies; basketballs	Registered	3/7/97
HUFFY SPORTS	TW 831973	Basketball equipment.	Registered	12/16/98
HUFFY SPORTS	UR 291.748	All goods in Class 28.	Registered	5/6/98
HYDRA RIB	AR 1.740.244	Basketball, backboard, poles and goals.	Registered	6/16/99
HYDRA RIB	AU 741,938	Basketball goals and backboard assemblies.	Registered	5/25/98
HYDRA RIB	CA 501,840	Basketball backboards, poles and goals.	Registered	10/6/98
HYDRA RIB	DR 98,030	Basketball backboard, poles and goals.	Registered	7/15/98
HYDRA RIB	EU 678,581	Basketball goals and backboard assemblies; basketballs.	Registered	8/13/99

INTELLECTUAL PROPERTY: TRADEMARKS

HUFFY CORPORATION: SPORTS

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILING DATE</u>
HYDRA RIB	JA 4,292,144	Basketball backboard, poles and goals.	Registered	7/9/99
HYDRA RIB	ME 577,621	Basketball goals and backboard assemblies.	Registered	5/22/98
HYDRA RIB	TW 846,150	Basketball backboard, poles and goals.	Registered	4/1/99
HYDRA RIB	VE 4508-98	Basketball backboard, poles and goals.	Registered	4/20/99
ON THE FLY	US 2,298,883	Basketball backboards, poles and goals.	Registered	2/24/98
PERFORMANCE SERIES (AND DESIGN)	US 2,061,781	Basketball backboards and goals.	Registered	5/13/97
PRO-SHOT	US 903,429	Devices for games using inflated balls, specifically, tether balls, basketballs and basketball back boards, goals and nets.	Registered	12/1/70
PRO SHOT	US 775,310	Basketball hoops and nets.	Registered	8/18/64
PRO SLAM	US 1,604,834	Basketball backboard, goals or rims.	Registered	7/3/90
SLAM JAM	US 1,954,498	Basketball backboards and goals.	Registered	2/6/96
SUPER JAM	US 1,992,126	Basketball backboards and goals.	Registered	8/6/96
SURE SHOT	CA 501,843	Basketball backboards, poles and goals.	Registered	10/6/98
SURE SHOT (AND DESIGN)	US 1,831,437	Basketball backboards, poles and goals.	Registered	4/19/94

INTELLECTUAL PROPERTY: TRADEMARKS

HUFFY CORPORATION: SPORTS

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILING DATE</u>
U TURN LIFT SYSTEM	US 2,289,366	Basketball backboard lift system.	Registered	10/26/99
ZONE ATTACK	US 2,034,556	Portable basketball units.	Registered	1/28/97
ACCUGLIDE	US 75/704,043	Basketball equipment.	Pending	5/13/99
ACCULIFT	US 75/501,825	Basketball backboards, poles and goals.	Pending **	6/15/98
ALLEY HOOPS	US 75/491,280	Basketball equipment.	Pending	5/26/98
BE A PLAYER	US 75/779,291	Basketball equipment.	Pending	8/19/99
BOX OUT	US 75/700,759	Basketball equipment.	Pending	5/7/99
COLORLAST	US 75/637,536	Basketball backboards, poles and goals.	Pending *	2/10/99
COURT SUPPORT	US 75/695,863	Basketball equipment.	Pending	4/30/99
CROSS-OVER MOVE	US 75/682,937	Basketball equipment.	Pending	4/14/99
DOUBLE DOWN	US 75/371,798	Basketball equipment.	Pending	10/10/97
EASY GLIDE	US 75/699,798	Basketball equipment.	Pending	5/7/99
EASY MOVE	US 75/763,369	Basketball equipment.	Pending	7/29/99
EXACTALIFT	US 75/562813	Basketball backboards, poles and goals.	Pending **	10/1/98
EZ MOVE	US 75/699,805	Basketball backboards, poles and goals.	Pending *	5/4/99
EZ STORE	US 75/502,033	Basketball equipment.	Pending	6/15/98
FOUR POINT PLAY	US 75/682,939	Basketball equipment.	Pending	4/14/99
4WD	US 75/683,482	Basketball equipment.	Pending	4/14/99
GAME RAISER	US 75/695,859	Basketball equipment.	Pending	4/30/99

INTELLECTUAL PROPERTY: TRADEMARKS**HUFFY CORPORATION: SPORTS**

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILING DATE</u>
GIVE & GO	US 75/491,279	Basketball equipment.	Pending	5/26/98
HERCULES	US-----	Basketball backboards, poles and goals.	Pending	12/15/99
HIGHLIGHT FILM	US 75/705,989	Lighted basketball equipment.	Pending	5/13/99
HIGHLIGHT	US 75/704,580	Lighted basketball equipment.	Pending	5/13/99
HIGH POST	US 75/559,109	Basketball backboards.	Pending	9/24/98
HUFFY	VE 4.575-93	Sporting goods.	Pending	3/19/93
HUFFY SPORTS	AE 27,176	Basketball goal and backboard assemblies; basketballs	Pending	6/17/98
HUFFY SPORTS	BH 578/97	Basketball goal and backboard assemblies	Pending	4/27/97
HUFFY SPORTS	CY 47707	Basketball goal and backboard assemblies; basketballs	Pending	4/22/97
HUFFY SPORTS	EG 114,232	Basketball goals, backboard assemblies and basketballs	Pending	4/23/98
HUFFY SPORTS	HR Z 970 841A	Basketball goal and backboard assemblies; basketballs	Pending	5/21/97
HUFFY SPORTS	IN 857,103	Basketball equipment.	Pending	5/20/99
HUFFY SPORTS	KU 38617	Basketball goal and backboard assemblies; basketballs	Pending	12/27/97
HUFFY SPORTS	MA 98/03855	Basketball goal and backboard assemblies; basketballs	Pending	3/30/98
HUFFY SPORTS	OM 17,505	Basketball goal and backboard assemblies; basketballs	Pending	3/17/98

INTELLECTUAL PROPERTY: TRADEMARKS

HUFFY CORPORATION: SPORTS

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILING DATE</u>
HUFFY SPORTS	PH 118,736	Basketball goal and backboard assemblies; basketballs	Pending	3/11/97
HUFFY SPORTS	QA 16,531	Basketball goal and backboard assemblies; basketballs	Pending	3/20/97
HUFFY SPORTS	SK 9856/99	Basketball goal and backboard assemblies; basketballs	Pending	3/29/99
HUFFY SPORTS	TH 384,171	Basketball goals and backboard assemblies.	Pending	3/29/99
HUFFY SPORTS	VE 2799-97	Basketball goal and backboard assemblies; basketballs	Pending	2/18/97
HUFFY SPORTS	ZA 97/4137	Basketball goal and backboard assemblies; basketballs	Pending	3/17/97
HYDAPORT EX	US 75/695,861	Basketball equipment.	Pending	4/30/99
HYDRA RIB	PH 4-1998-02707	Basketball backboard, poles and goals.	Pending	4/16/98
HYDRA RIB	PO Z-180,207	Sporting goods in Class 28.	Pending	11/17/97
HYDRA RIB	US 75/578,919	Basketball backboard, poles and goals.	Pending	10/28/98
INSTAHOOP	US 75/699,806	Basketball equipment.	Pending	5/4/99
INSTANT REPLAY	US 75/486,894	Basketball equipment.	Pending	5/19/98
IRON LIFT	US 75/486,893	Basketball backboards, poles and goals.	Pending **	5/19/98
J	US 75/699,799	Basketball equipment.	Pending	5/7/99
LIGHT IT UP	US 75/699,482	Basketball equipment.	Pending	5/7/99
LINE UP	US 75/699,501	Basketball equipment.	Pending	5/7/99
MAIN COURT	US 75/578,491	Basketball equipment.	Pending	10/28/98

INTELLECTUAL PROPERTY: TRADEMARKS**HUFFY CORPORATION: SPORTS**

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILING DATE</u>
MIDNIGHT MADNESS	US 75/558,591	Basketball backboards, poles and goals.	Pending	9/24/98
MOVING ZONE	US 75/701,039	Basketball equipment.	Pending	5/7/99
NIGHT GAMES	US 75/798,442	Basketball backboards, poles and goals.	Pending	9/14/99
PICK 'N ROLL	US 75/749,176	Basketball equipment.	Pending	7/13/99
PIVOT PLAY	US 75/741,096	Lighted basketball equipment.	Pending	7/1/99
PLAY 2 WIN	US 75/699,502	Basketball scorekeeping unit.	Pending	5/7/99
POWER MOVE	US 75/697,385	Basketball equipment.	Pending	5/4/99
POWER BODY	US 75/696,475	Basketball equipment.	Pending	4/30/99
PRECISE HEIGHT	US 75/695,862	Basketball equipment.	Pending	4/30/99
PREMIER SERIES	US 75/637,537	Basketball equipment.	Pending	2/10/99
PRO LIFT	US 75/596,156	Basketball backboards, poles and goals.	Pending **	11/19/99
RAISE IT UP	US 75/697,549	Basketball equipment.	Pending	5/4/99
RAPID MOVE	US 75/699,637	Basketball equipment.	Pending	5/7/99
RETRACT-A-BALL EX	US 75/697,245	Basketball equipment.	Pending	5/4/99
RIGHT HEIGHT	US 75/695,860	Basketball equipment.	Pending	4/30/99
RIP 'N SWEEP	US 75/697,244	Basketball equipment.	Pending	5/4/99
ROCK ZONE	US 75/699,483	Basketball equipment.	Pending	5/7/99
ROLLING THUNDER	US 75/699,508	Basketball equipment.	Pending*	5/7/99
SATELLIGHT	US 75/741,041	Lighted basketball equipment.	Pending	7/1/99

INTELLECTUAL PROPERTY: TRADEMARKS**HUFFY CORPORATION: SPORTS**

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILING DATE</u>
SHADOW PLAY	US 75/699,480	Basketball equipment.	Pending	5/7/99
SHIFT N' LIFT	US 75/591,917	Basketball backboards, poles and goals.	Pending **	11/19/98
SHIFT 'N SHOOT	US 75/596,157	Basketball backboards, poles and goals.	Pending	11/19/98
SHOT IN THE DARK	US 75/697,242	Basketball equipment.	Pending	5/4/99
SKIP PASS	US 75/699,484	Basketball equipment.	Pending	5/7/99
SMOOTH GLIDE	US 75/699,487	Basketball equipment.	Pending	5/7/99
SMOOTH OPERATOR	US 75/682,938	Basketball equipment.	Pending	4/14/99
SMOOTH MOVE	US 75/699,859	Basketball equipment.	Pending	5/4/99
SPECTRATECH	US 75/696,477	Basketball equipment.	Pending	4/30/99
SPIN MOVE	US 75/699,490	Basketball equipment.	Pending	5/7/99
SPYDER	US 75/500521	Basketball backboards, poles and goals.	Pending *	6/11/98
SURE FOOT	US 75/696,476	Basketball equipment.	Pending	4/30/99
SWIFT LIFT	US 75/562814	Basketball backboards, poles and goals.	Pending **	10/1/98
THE PLAY ANYWHERE BACKBOARD AND RIM	US 75/798,228	Basketball equipment.	Pending	4/14/99
TIP IN	US 75/476,275	Basketball accessories, namely, backboards, poles and goals.	Pending	4/29/98
TRANSITION	US 75/699,486	Basketball equipment.	Pending	5/7/99
TRANSITION MOVE	US 75/699,488	Basketball equipment.	Pending	5/7/99
WIDE BODY	US 75/456,525	Weight bearing base ballasts.	Pending	3/25/98

INTELLECTUAL PROPERTY: TRADEMARKS**HUFFY CORPORATION: SPORTS**

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILING DATE</u>
ZERO GRAVITY	US 75/558,617	Basketball backboards and goals.	Pending	9/24/98

Note: Please see the Huffy Brands Company portion of this schedule for additional marks as the Huffy Sports Division of Huffy Corporation has been licensed to use several marks owned by Huffy Brands Company.

* The marks containing a single asterisk in the status column are currently active but the Brand has made a business decision to discontinue pursuit of the mark.

** The marks containing a double asterisk in the status column are currently active but the Brand has made a business decision to discontinue pursuit of the mark based upon a cease and desist letter from Lifetime products which cites their LIFT family of marks.

INTELLECTUAL PROPERTY: TRADEMARKS**HUFFY CORPORATION: BICYCLES**

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILING DATE</u>
626 AND DESIGN	CA 324044	Bicycles	Registered	2/27/87
AEROCRUISER	US 1834564	Combination wheeled bicycle trailer and stroller ...	Registered	5/3/94
AMERICA'S FIRST CHOICE	US 1863647	Bicycles	Registered	11/22/94
BANDIT	US 1124461	Bicycles	Registered	8/28/79
CATALINA	US 1507051	Bicycles	Registered	10/04/88
COLOR WAVES	CA 365103	Bicycles	Registered	2/02/90
CROSS TRAINER	FR 1671458	Bicycles	Registered	6/14/91
CROSS WIND	FR 1715432	Bicycles	Registered	12/27/91
CYCLONE	US 1977281	Bicycles	Registered	5/28/96
DAYTON AND DESIGN	US 514533	Bicycles	Registered	8/30/49
DR. SHOCK	US 1854129	Bicycles	Registered	9/13/94
DRASTIC	US 2037595	Bicycles	Registered	2/11/97
DURALITE	CA 344594	Bicycles	Registered	9/09/88
EASY STRIDER	CA 433588	Strollers	Registered	9/23/94
ELECTRO-LIGHT	US 1947442	Bicycles	Registered	1/09/96
FIRST BIKES	CA 367482	Bicycles	Registered	4/06/90
FIRST BIKES	US 1535193	Bicycles	Registered	4/18/89
FIRST BIKES	US 1323927	Bicycles	Registered	3/05/85
FIRST BIKES AND DESIGN	US 1352702	Bicycles	Registered	8/06/85
FREESTYLE EXPERT AND DESIGN	CA 372301	Bicycles	Registered	8/24/90

INTELLECTUAL PROPERTY: TRADEMARKS**HUFFY CORPORATION: BICYCLES**

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILING DATE</u>
HOLIDAY	US 573518	Bicycles	Registered	4/21/53
"H" LOGO	VE 114.345-F	Bicycles	Registered	9/23/85
HUFFY	AR 1556577	Bicycles	Registered	3/31/95
HUFFY	AS 141927	Bicycles	Registered	5/11/92
HUFFY	AU A355243	Bicycles	Registered	1/07/81
HUFFY	BE B10033	Bicycles	Registered	8/20/84
HUFFY	BO C-59896	Bicycles	Registered	12/06/95
HUFFY	BR 816960950	Bicycles	Registered	3/22/94
HUFFY	BX 374869	Bicycles	Registered	5/22/81
HUFFY	CA 282599	Bicycles	Registered	8/19/83
HUFFY	CA 410759	Strollers	Registered	4/09/93
HUFFY	CN 7211353	Bicycles	Registered	12/21/94
HUFFY	CO 153959	Bicycles	Registered	2/28/94
HUFFY (DESIGN)	CR 59.217	Bicycles	Registered	8/17/91
HUFFY	DE 0968/83	Bicycles	Registered	3/25/83
HUFFY	DR 33864	Bicycles	Registered	5/27/82
HUFFY	EC 980	Bicycles	Registered	5/20/82
HUFFY	ES 126	Bicycles	Registered	7/16/96
HUFFY	EU 31138	Bicycles	Registered	3/13/98
HUFFY	FI 125262	Bicycles	Registered	2/22/93
HUFFY	FR 1211334	Bicycles	Registered	8/13/82
HUFFY	GE 1045560	Bicycles	Registered	2/24/94

INTELLECTUAL PROPERTY: TRADEMARKS**HUFFY CORPORATION: BICYCLES**

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILING DATE</u>
HUFFY	GR 108664	Bicycles	Registered	7/17/94
HUFFY	HK 5187/1994	Bicycles	Registered	8/30/94
HUFFY	HO 59229	Bicycles	Registered	1/10/94
HUFFY	HU 135724	Bicycles	Registered	4/15/92
HUFFY	IT 637743	Bicycles	Registered	3/15/95
HUFFY	JA 2373779	Bicycles	Registered	1/31/92
HUFFY	JM 20777	Bicycles	Registered	9/06/82
HUFFY	KY 1154319	Bicycles	Registered	9/12/97
HUFFY	ME 354855	Apparatus for Vehicles	Registered	11/04/88
HUFFY	MT 15688	Vehicles	Registered	9/04/92
HUFFY	MY 92/08262	Bicycles	Registered	11/24/92
HUFFY	NI 25999C.C.	Bicycles	Registered	6/14/94
HUFFY	NO 116484	Bicycles	Registered	5/10/84
HUFFY	NZ 237833	Strollers	Registered	6/13/94
HUFFY	NZ 219428	Bicycles	Registered	3/11/96
HUFFY	PE 72706	Bicycles	Registered	1/05/93
HUFFY	PH 60830	Bicycles	Registered	6/20/95
HUFFY	PO R-80511	Bicycles	Registered	3/31/92
HUFFY	PR 32479	Bicycles	Registered	2/26/93
HUFFY	PT 281173	Bicycles	Registered	11/29/93
HUFFY	SK 272354	Bicycles	Registered	8/20/93
HUFFY	SR 173 475	Bicycles	Registered	3/24/92

INTELLECTUAL PROPERTY: TRADEMARKS**HUFFY CORPORATION: BICYCLES**

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILING DATE</u>
HUFFY	SW 184014	Bicycles	Registered	11/19/82
HUFFY	SZ 395.951	Bicycles	Registered	2/28/92
HUFFY	TH 13936	Bicycles	Registered	11/10/92
HUFFY	TW 00621407	Bicycles	Registered	11/16/93
HUFFY	UK 1154319	Bicycles	Registered	5/19/81
HUFFY	UR 252661	Bicycles	Registered	9/25/92
HUFFY	VE 114.323-F	Bicycles	Registered	9/23/85
HUFFY	CL 382887	Bicycles	Registered	3/16/82
HUFFY	CZ 174913	Bicycles	Registered	3/24/92
HUFFY	CR 60110	Bicycles	Registered	1/29/82
LOW DOWN	US 1968958	Bicycles	Registered	4/16/96
MAIN STREET	US 1771326	Bicycles	Registered	5/18/93
METALOID	US 2073245	Bicycles Helmets	Registered	6/24/97
METALOID	US 1989336	Bicycles	Registered	7/23/96
MISS ROCKER AND DESIGN	CA 363439	Bicycles	Registered	11/10/89
MISS ROCKER AND DESIGN	US 1520777	Bicycles	Registered	1/17/89
MTN FURY	US 1995304	Bicycles	Registered	8/20/96
MUD SLINGER	US 1842337	Bicycles	Registered	6/28/94
OLYMPIA	US 1393948	Bicycles	Registered	5/20/86
OPTI-INDEX	US 1960905	Bicycles	Registered	3/5/96
POP STAR	US 2007182	Bicycles	Registered	10/08/96

INTELLECTUAL PROPERTY: TRADEMARKS**HUFFY CORPORATION: BICYCLES**

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILING DATE</u>
PRO THUNDER (STYLIZED)	US 1148410	Bicycles	Registered	3/17/81
PULSAR	US 1603622	Bicycles	Registered	6/26/90
REGIS R	US 1829338	Bicycles	Registered	4/05/94
RETRIKE	US 1822612	Bicycles	Registered	2/22/94
SAHARA	US 2301950	Bicycles	Registered *	12/21/99
SANTA FE	US 1219055	Bicycles	Registered	12/07/82
SAVANNAH	US 1389003	Bicycles	Registered	4/08/86
SECRET TREASURES	US 1843592	Bicycles	Registered	7/05/94
SIGMA AND DESIGN	CA 340806	Bicycles	Registered	05/20/88
STALKER	CA 365102	Bicycles	Registered	2/02/90
STREET ROCKER	FI 121856	Bicycles	Registered	9/07/92
STREET ROCKER	FR 1676125	Bicycles	Registered	7/02/91
STREET ROCKER	GE 2026349	Bicycles	Registered	6/19/91
STREET STOCK	US 1828217	Bicycles	Registered	3/29/94
SWEET DREAMS	US 1654853	Bicycles	Registered	8/27/91
SWEET STYLE AND DESIGN	CA 337763	Bicycles	Registered	1/13/97
SWEET THUNDER	US 1283289	Bicycles	Registered	6/26/84
TECHTRA	CA 340490	Bicycles	Registered	5/20/88
TECHTRA SPORTS	US 1994232	Bicycles	Registered	8/13/96
THE ULTIMATE RIDING EXPERIENCE	US 1263548	Bicycles	Registered	1/10/84
THUNDER ROAD	CA 229648	Bicycles	Registered	8/11/78

INTELLECTUAL PROPERTY: TRADEMARKS**HUFFY CORPORATION: BICYCLES**

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILING DATE</u>
THUNDER ROAD	US 1021035	Bicycles	Registered	9/23/75
TOW-N-STROLL	US 1815407	Strollers	Registered	1/04/94
TREMOR	US 1895581	Bicycles	Registered	5/23/95
TRIKEBIKE	US 2301950	Bicycles	Registered *	4/5/94
TRITON	US 1660348	Bicycles	Registered	10/08/91
ULTIMA	US 1611156	Bicycles	Registered	8/28/90
VORTEX AND DESIGN	CA 344667	Bicycles	Registered	9/09/88
WHITE HEAT	US 1629074	Bicycles	Registered	12/25/90
ALUMNINA	US 75/591909	Bicycles	Pending	11/19/98
BLACKWATER	US 75/591916	Bicycles	Pending	11/19/98
B-ONE	US 75/585296	Bicycles	Pending	11/11/98
BUZZ	US 75/639014	Motorized Scooters	Pending	2/11/99
DELIRIUM	US 75/586430	Bicycles	Pending	11/11/98
DSX	US 75/762014	Bicycles	Pending	7/27/99
ENIGMA	US 75/585293	Bicycles	Pending	11/11/98
FLAT BED	US 75/585292	Bicycles	Pending	11/11/98
GRINDER	US	Bicycles	Pending	10/19/99

INTELLECTUAL PROPERTY: TRADEMARKS**HUFFY CORPORATION: BICYCLES**

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILING DATE</u>
HALF TON	US 75/586418	Bicycles	Pending	11/11/98
HEART STYLE	US 75/558590	Bicycles	Pending	9/24/98
HUFFY	PA 066128	Bicycles	Pending	5/20/93
HUFFY	US 75/772860	Bicycles	Pending	8/10/99
HUFFY AND DESIGN	US 75/421449	Bicycles	Pending	1/22/98
H HUFFY DESIGN	US 75/668145	Bicycles	Pending	3/25/99
LIVE WIRE	US 75/555547	Bicycles	Pending	9/21/98
MICRO	US 75/809614	Non - Motorized Scooters	Pending	9/28/99
MJ-12	US 75/592263	Bicycles	Pending	11/19/98
MOJAVE GULCH	US 75/596158	Bicycles	Pending	11/19/98
ONE TON	US 75/585294	Bicycles	Pending	11/11/98
PARK & PATH	US 75/558626	Bicycles	Pending	9/24/98
POWER CAM	US 75/586431	Bicycles	Pending	11/11/98
PRIMUS	US 75/555542	Bicycles	Pending	9/21/98

INTELLECTUAL PROPERTY: TRADEMARKS**HUFFY CORPORATION: BICYCLES**

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILING DATE</u>
QUARTER TON	US 75/585298	Bicycles	Pending	11/11/98
RADIUS	US 75/587442	Bicycles	Pending	11/10/98
REBIKE	US 75/749202	Bicycles	Pending	7/13/99
SC-24	US 75/555545	Bicycles	Pending	9/24/98
SELECTRIC	US 75/558616	Bicycles	Pending	11/11/98
SUPERCHARGER	US 75/586429	Bicycles	Pending	11/04/98
SUPER DELUXE	US 75/582770	Bicycles	Pending	10/19/99
TAIL WHIP	US	Bicycles	Pending	10/19/99
TANTRUM	US 75/555544	Bicycles	Pending	9/21/98
THE SPECIAL	US 75/555543	Bicycles	Pending	9/21/98
TOWN & TRAIL	US 75/558189	Bicycles	Pending	9/24/98
TL-88	US 75/555962	Bicycles	Pending	9/21/98
TWISTER	US 75/585295	Bicycles	Pending	11/11/98
WARP DRIVE	US 75/596159	Bicycles	Pending	11/19/98

INTELLECTUAL PROPERTY: TRADEMARKS**HUFFY CORPORATION: BICYCLES**

<u>MARK</u>	<u>COUNTRY REG./SER. NO.</u>	<u>GOODS</u>	<u>STATUS</u>	<u>REG./FILING DATE</u>
WILD RIVER	US 75/591907	Bicycles	Pending	11/19/98

Note: Please see the Huffly Brands Company portion of this schedule for additional marks as the Huffly Bicycle Division of Huffly Corporation has been licensed to use several marks owned by Huffly Brands Company.

* The marks containing a single asterisk in the status column are currently active but the Brand has made a business decision to discontinue pursuit of the mark.

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF LICENSES

None.

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ____ day of January, 2000, before me personally came _____,
to me known, who being duly sworn, did depose and say, that he is the _____ of HUFFY
CORPORATION the corporation described in and which executed the foregoing instrument; and
that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public