

09-08-2000



101452204

UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

Bell Sports, Inc.
6350 San Ignacio Avenue
San Jose, CA 95119

A California corporation

2. Name and address of receiving party:

Fleet National Bank, as Administrative Agent
100 Federal Street
Boston, MA 02110

A national banking association

3. Nature of conveyance: Trademark Collateral Security and Pledge Agreement, attached hereto as Exhibit 1.

Execution date: August 11, 2000

4. Application numbers and registration numbers:

A. Trademark registration numbers:

See Attached Schedule A.

09/06/2000 JSNABAZZ 00000146 00342

01 FC:481
02 FC:482

40.00 OP
1825.00 OP

B. Trademark application numbers:

None.

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

Jennifer L. Pasquini, Esq.
Bingham Dana LLP
150 Federal Street
Boston, Massachusetts 02110

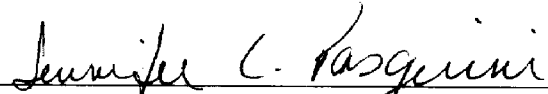
6. Total number of applications and registrations involved: 74

7. Total fee enclosed: \$1,865

8. Deposit account number: Not applicable

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.


Jennifer L. Pasquini, Esq.
September 5, 2000

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 43

Mail documents to be recorded with required cover sheet information to:

United States Patent and Trademark Office
Office of Public Records
Crystal Gateway 4
Room 335
Washington, D.C. 20231

Schedule A
to Recordation Form Cover Sheet

Trademark Only

United States Trademark Registration Numbers:

Mark	Country	Int'l Class	Reg. No. (Serial No.)	Reg. Date (Filing Date)
GIRO (California)	United States	39	80342	02-14-86
GIRO & Design (California)	United States	22	088,698	10-21-88
BELL	United States	25	815,907 (218,955)	09-27-66 (05-17-65)
MAGNUM	United States	9	915,121	06-15-71
STAR	United States	9	930,541 (72/327,225)	03-07-72 (05-14-69)
CITADEL	United States	6	1,001,443	01-14-75
FLICKSTAND	United States	12	1,220,768 (73/236,594)	12-21-82 (10-25-79)
BIKE EXTRAS & DESIGN	United States	6,7,9,11,12	1,225,726 (73/155,030)	02-01-83 (01-12-78)
"CITADEL"	United States	6	1,244,142	07-05-83
FORCE FLOW	United States	9	1,318,998 (441,527)	02-12-85 (08-29-83)
BELL in Ellipse	United States	9	1,322,986 (75/424,698)	03-05-85 (05-06-83)
TEAM CYCLE	United States	9,12,16	1,326,594	03-26-85
MOTO 4	United States	9	1,329,345	04-09-85
BELL (w/ stripes in oval)	United States	9	1,330,653 (453,528)	04-16-85 (11-21-83)
TOURLITE & Design	United States	9	1,342,116	
ROADSTAR	United States	9	1,368,690 (403,525)	11-05-85 (11-22-82)
REV & DESIGN	United States	12	1,371,220 (528,594)	11-19-85 (03-25-85)

Mark	Country	Int'l Class	Reg. No. (Serial No.)	Reg. Date (Filing Date)
FOLD N' STOR	United States	12	1,373,676	12-03-85
CPC & DESIGN	United States	6,7,8,9, 11,12,	1,395,502	06-03-86
GIRO	United States	25	1,416,726 (589,558)	11-11-86 (03-24-86)
CYCLE SHUTTLE	United States	12	1,422,753 (73/598,064)	12-30-86 (05-12-86)
MOTO	United States	9	1,425,610 (73/604,863)	01-20-87 (06-17-86)
RHODE GEAR	United States	12	1,433,750 (73/547,395)	03-24-87 (12-20-85)
CYCLOTECH	United States	6,11,12, 25	1,447,105	07-14-87
CURB CRUISER	United States	12	1,455,159	09-01-87
SIDELIGHTS	United States	11	1,507,998	10-11-88
MICROSHELL	United States	9	1,536,238	04-25-89
GIRO & Design	United States	28	1,541,697 (646,808)	05-30-89 (02-27-87)
ULTRALIGHT (Supplemental)	United States	9	1,549,649 (73/747,542)	07-25-89 (08-22-88)
BIKEXTRAS (STYLIZED)	United States	6,9	1,638,143 (73/836,817)	03-19-91 (11-07-89)
BIKE AMMO	United States	12	1,645,132	05-21-91
MTN RACK	United States	12	1,657,322 (073,836)	09-17-91 (06-28-90)
BELL HELMETS & Device	United States	9	1,676,643 (74/151,581)	02-25-92 (03-21-91)
CUELITE	United States	11	1,767,368	04-27-93
CUELITE (STYLIZED)	United States	11	1,767,369	04-27-93
BULLET	United States	28	1,794,353	09-21-93
BLACKBURN & Device	United States	12	1,859,627 (74/403,216)	10-25-94 (06-21-93)
FANCIFUL DESIGN (In-Liner Icon)	United States	9	1,860,202	10-25-94

Mark	Country	Int'l Class	Reg. No. (Serial No.)	Reg. Date (Filing Date)
BIKEXTRAS CYCLE PRODUCTS CO. & DESIGN	United States	12	1,860,847 (74/303,926)	11-01-94 (08-11-92)
HEADLOCK	United States	9	1,874,550	01-17-95
JAMMER	United States	9	1,877,432 (74/317,104)	02-07-95 (09-25-92)
TERRAMOTO & Design	United States	9	1,877,494 (74/482,959)	02-07-95 (01-21-94)
POCKETSHOP	United States	8	1,909,750 (74/532,827)	08-08-95 (06-03-94)
DESIGN OF BEAR CHARACTER	United States	12	1,912,845	08-15-95
CLICK RACK	United States	12	1,914,324	08-22-95
FAT HAT	United States	9	1,919,348 (74/506,243)	09-19-95 (03-22-94)
COPPER CANYON CYCLING	United States	6,9,11,12,2 1	1,920,573 (74/433,448)	09-19-95 (09-07-93)
ROC LOC	United States	28	1,927,085 (74/483,530)	10-17-95 (01-26-94)
VORTEX	United States	9	1,934,539 (74/293,112)	11-14-95 (07-10-92)
VETTER	United States	9	1,961,240 (74/313,691)	03-12-96 (09-14-92)
BSI	United States	6,11,12, 28	1,974,842 (74/653,937)	05-21-96 (03-30-95)
SASQUATCH	United States	12	1,977,260	05-28-96
PARADOX	United States	9	1,977,261	05-28-96
RIVAL	United States	9	1,977,262 (74/537,363)	05-28-96 (06-14-94)
CPC CYCLE PRODUCTS CO. & DESIGN	United States	6,7,8,9, 11,12	1,993,978	8-13-96
SPOKE-HEDZ	United States	9	2,023,748 (75/035,925)	12-17-96 (12-22-95)
DESIGN OF HEAD (SPOKE-HEDZ)	United States	9	2,024,181	12-17-96
DESIGN OF HEAD (SPOKE-HEDZ)	United States	6	2,024,182	12-17-96

Mark	Country	Int'l Class	Reg. No. (Serial No.)	Reg. Date (Filing Date)
DESIGN OF HEAD (SPOKE-HEDZ)	United States	12	2,024,183	12-17-96
SPOKE-HEDZ	United States	28	2,025,450 (75/035,634)	12-24-96 (12-22-95)
SPOKE-HEDZ	United States	12	2,025,455 (75/035,926)	12-24-96 (12-22-95)
SPOKE-HEDZ (Stylized)	United States	28	2,025,460 (75/036,271)	12-24-96 (12-22-95)
SPOKE-HEDZ (Stylized)	United States	6	2,025,461 (75/036,274)	12-24-96 (12-22-95)
DESIGN OF HEAD (SPOKE-HEDZ)	United States	28	2,025,776	12-24-96
SPOKE-HEDZ	United States	6	2,026,937 (75/035,649)	12-31-96 (12-22-95)
SPOKE-HEDZ (Stylized)	United States	12	2,100,135 (75/036,272)	09-23-97 (12-22-95)
SPOKE-HEDZ (Stylized)	United States	9	2,104,062 (75/036,273)	10-07-97 (12-22-95)
COURAGE FOR YOUR HEAD	United States	9	2,137,670 (74/722,408)	02-17-98 (08-29-95)
BELL (for Eyewear)	United States	9	(75/374,645)	(10-16-97)
BELL in Ellipse (Eyewear)	United States	9	(75/374,646)	(10-16-97)
NIGHTSTICK	United States	9	(75/625,600)	(01-25-99)
SMART FIT	United States	9	(75/867,747)	(12-10-99)
IS YOUR BRAIN WORTH PROTECTING?	United States	9, 25	(75/898,611)	(01-20-00)
BELL (Customs Deposit)	United States	39	92-00691	12-23-92

TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT
dated as of August 11, 2000 by and between Bell Sports, Inc., a California corporation (the "Assignor") in favor of (i) Fleet National Bank, as administrative agent (hereinafter, in such capacity, the "Administrative Agent") for itself and other lending institutions (hereinafter, collectively, the "Banks") which are, or may become, parties to the Revolving Credit and Term Loan Agreement dated as of August 11, 2000 (as amended and in effect from time to time, the "Credit Agreement"), by and among the Assignor, Bell Sports Corp., the Banks, the Administrative Agent, First Union National Bank, as syndication agent for the Banks (the "Syndication Agent" and together with the Administrative Agent, the "Agents") and General Electric Capital Corporation, as documentation agent for the Banks, and (ii) each of the Banks.

WHEREAS, it is a condition precedent to the Banks' making any loans or otherwise extending credit to the Assignor under the Credit Agreement that the Assignor execute and deliver to the Administrative Agent, for the benefit of the Banks and the Agents, a trademark agreement in substantially the form hereof;

WHEREAS, the Assignor has executed and delivered to the Administrative Agent, for the benefit of the Banks and the Agents, the Security Agreement (as defined in the Credit Agreement), pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Banks and the Agents, a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

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

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of the Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of the Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Assignor or the Administrative Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which the Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignor or the Administrative Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignor or the Administrative Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to

damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by the Assignor or are now owned, held or used by the Assignor, in the Assignor's business, or with the Assignor's products and services, or in which the Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Assignor in the Assignor's business or with the Assignor's products and services, or in which the Assignor in the future acquires any right, title or interest.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Assignor or its business or for the direct or indirect benefit of the Assignor or its business, including all such uses by the Assignor itself, by any of the affiliates of the Assignor, or by any franchisee, licensee or contractor of the Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in §1.2 of the Credit Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, the Assignor hereby unconditionally grants to the Administrative Agents, for the benefit of the Banks and the Agents, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Administrative Agent for the benefit of the Banks and the Agents. In addition, the Assignor has executed in blank and delivered to the Administrative Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Assignor hereby authorizes the Administrative Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Administrative Agent's remedies under this Trademark Agreement and the Security Agreement.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, the Assignor grants, assigns, transfers, conveys and sets over to the Administrative Agent, for the benefit of the Banks and the Agents, the Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written

demand of the Administrative Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Administrative Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Assignor to the Administrative Agent or its nominee in lieu of foreclosure).

2.3. Supplemental to Security Agreement. Pursuant to the Security Agreement the Assignor has granted to the Administrative Agents, for the benefit of the Banks and the Agents, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Administrative Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Administrative Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Administrative Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Administrative Agent in and to the Pledged Trademarks (and any and all obligations of the Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by the Assignor; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and except as set forth on Schedule B attached hereto, there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of the Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of the Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of the Assignor's knowledge, there is no infringement by the Assignor of the trademark rights of others; (vi) other than as set forth on Schedule B, the Assignor is the

sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that the Assignor is licensed to use or with respect to Trademarks which the Assignee has granted licenses to others to use), free and clear of any liens, charges, encumbrances and adverse claims (other than as set forth on Schedule B), including pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreement, the Patent Agreement and this Trademark Agreement and Permitted Liens; (vii) the Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (viii) the Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) the Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Security Agreement, will create in favor of the Administrative Agent a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this §3; and (xi) except for the filing of financing statements with the Secretary of State for the State of California and the Secretary of State for the State of Delaware, for the Assignor and the Parent respectively, under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Assignor, or (B) for the perfection of or the exercise by the Administrative Agent of any of its rights and remedies hereunder.

4. INSPECTION RIGHTS.

The Assignor hereby grants to each of the Agents and the Banks and its employees and agents the right to visit the Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Administrative Agent's prior written consent and except for licenses of the Pledged Trademarks in the ordinary course of the Assignor's business consistent with its past practices, and except for sales of assets permitted by the Credit Agreement, the Assignor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's

obligations under this Trademark Agreement, the Patent Agreement or the Security Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and the Assignor shall promptly provide to the Administrative Agent notice thereof in writing and execute and deliver to the Administrative Agent such documents or instruments as the Administrative Agent may reasonably request further to implement, preserve or evidence the Administrative Agent's interest therein.

6.2. Amendment to Schedule. The Assignor authorizes the Administrative Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Assignor's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6.

7. TRADEMARK PROSECUTION.

7.1. Assignor Responsible. The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Agents and the Banks harmless from any and all costs, damages, liabilities and expenses that may be incurred by either Agent or any Bank in connection with the Administrative Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignor shall retain trademark counsel acceptable to the Administrative Agent.

7.2. Assignor's Duties, etc. The Assignor shall have the right and the duty, through trademark counsel reasonably acceptable to the Administrative Agent, to prosecute diligently, consistent with prior practices, any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. Except as permitted by §10.6 or §11.5.2 of the Credit Agreement, the Assignor shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Administrative Agent, which consent shall not be unreasonably withheld.

7.3. Assignor's Enforcement Rights. The Assignor shall have the right and the duty to bring suit or other action in the Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. The Assignor may require the Administrative Agent to join in such suit or action as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Administrative Agent is completely satisfied that such joinder will not subject either Agent or any Bank to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including legal fees, incurred by the Administrative Agent pursuant to this §7.3.

7.4. Protection of Trademarks, etc. In general, the Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks unless the Assignor shall determine that such Pledged Transactions are in no way material to the conduct of its business and operations. No Assignor shall take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks.

7.5. Notification by Assignor. Promptly upon obtaining knowledge thereof, the Assignor will notify the Administrative Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of the Assignor or the Administrative Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Administrative Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2), the Credit Agreement, the Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the Commonwealth of Massachusetts or the State of California, to the extent applicable, and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses

incurred by the Administrative Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignor at least five (5) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION.

If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, the Administrative Agent, in its own name or that of the Assignor (in the sole discretion of the Administrative Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Administrative Agent for any cost or expense incurred by the Administrative Agent in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Administrative Agent (and any officer or agent of the Administrative Agent as the Administrative Agent may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Agents and the Banks from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Administrative Agent under this power of attorney (except for the Administrative Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

11. FURTHER ASSURANCES.

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Administrative Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Administrative Agent the grant, perfection and priority of the Administrative Agent's security interest in the Pledged Trademarks. Upon receipt of an affidavit of an officer of the Administrative Agent as to the loss, theft, destruction or mutilation of this Trademark Agreement, and, in the case of any such loss, theft, destruction or mutilation, upon cancellation of this Trademark Agreement, the Assignor will issue, in lieu thereof, a replacement Trademark Agreement of like tenor. The Administrative Agent hereby agrees to indemnify, defend and hold harmless the Assignor, its successors and assigns, from and against any and all cost, expense (including, without limitation reasonable attorneys' fees), loss, liability or damage incurred as a result of the Administrative Agent's failure to deliver the original Trademark Agreement to the Assignor.

12. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full in cash and all credit commitments of the Banks in respect thereof (including all outstanding Letters of Credit) shall have been terminated (or in the case of letters of credit, shall have been cash collateralized or otherwise secured or supported in a manner reasonably acceptable to the Administrative Agent), this Trademark Agreement shall terminate and the Administrative Agent shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Administrative Agent by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Administrative Agent pursuant hereto or the Security Agreement.

13. COURSE OF DEALING.

No course of dealing between the Assignor and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignor.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER AGENT NOR ANY BANK ASSUMES ANY LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE AGENTS AND THE BANKS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY EITHER AGENT OR ANY BANK WITH RESPECT TO SUCH LIABILITIES; PROVIDED THAT THE ASSIGNOR SHALL NOT BE LIABLE FOR ANY INDEMNIFICATION TO AN INDEMNIFIED PERSON TO THE EXTENT THAT ANY SUCH SUIT, ACTION, PROCEEDING, CLAIM, DAMAGE, LOSS, LIABILITY OR EXPENSE RESULTS FROM THAT INDEMNIFIED PERSON'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

17. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be made in the manner set forth in §22 of the Credit Agreement at the addresses specified therein or on the signature page hereof.

18. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Administrative Agent (with the consent of the Majority Banks) and the Assignor, except as provided in §6.2. The Administrative Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Administrative Agent and the Majority Banks. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. The Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the Commonwealth of Massachusetts or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified by reference in §17. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. WAIVER OF JURY TRIAL.

THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor (i) certifies that None of the Agents nor any Bank nor any representative, agent or attorney of either Agent or any Bank has represented, expressly or otherwise, that either Agent or any Bank would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which either Agent or any Bank is a party, the Agents and the Banks are relying upon, among other things, the waivers and certifications contained in this §20.

21. MISCELLANEOUS.

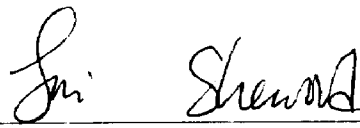
The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Agents, the Banks and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, or

between this Trademark Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Trademark Agreement.

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IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

BELL SPORTS, INC.

By: 
Name: Lori Sherwood
Title: Secretary

**FLEET NATIONAL BANK, as
Administrative Agent**

By: 
Name: Carol A. Lovell
Title: Managing Director

CERTIFICATE OF ACKNOWLEDGMENT

City
~~COMMONWEALTH OR STATE OF~~ Washington)
District) ss.
~~COUNTY OF~~ Columbia)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 11th day of August, 2000, personally appeared Lori Sherwood to me known personally, and who, being by me duly sworn, deposes and says that she is the Secretary of Bell Sports, Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Secretary acknowledged said instrument to be the free act and deed of said corporation.

Carol Cooper Chadsey
Notary Public, District of Columbia
My Commission Expires Feb. 28, 2005

Carol Cooper Chadsey
Notary Public
My commission expires:

Trademark Collateral Security and Pledge Agreement
Schedule A: Trademark and Trademark Registrations of Bell Sports, Inc.

U.S. Trademarks and Trademark Registrations:

Mark	Country	Int'l Class	Reg. No. (Serial No.)	Reg. Date (Filing Date)
GIRO (California)	United States	39	80342	02-14-86
GIRO & Design (California)	United States	22	088,698	10-21-88
BELL	United States	25	815,907 (218,955)	09-27-66 (05-17-65)
MAGNUM	United States	9	915,121	06-15-71
STAR	United States	9	930,541 (72/327,225)	03-07-72 (05-14-69)
CITADEL	United States	6	1,001,443	01-14-75
FLICKSTAND	United States	12	1,220,768 (73/236,594)	12-21-82 (10-25-79)
BIKE EXTRAS & DESIGN	United States	6,7,9,11,12	1,225,726 (73/155,030)	02-01-83 (01-12-78)
"CITADEL"	United States	6	1,244,142	07-05-83
FORCE FLOW	United States	9	1,318,998 (441,527)	02-12-85 (08-29-83)
BELL in Ellipse	United States	9	1,322,986 (75/424,698)	03-05-85 (05-06-83)
TEAM CYCLE	United States	9,12,16	1,326,594	03-26-85
MOTO 4	United States	9	1,329,345	04-09-85
BELL (w/ stripes in oval)	United States	9	1,330,653 (453,528)	04-16-85 (11-21-83)
TOURLITE & Design	United States	9	1,342,116	
ROADSTAR	United States	9	1,368,690 (403,525)	11-05-85 (11-22-82)
REV & DESIGN	United States	12	1,371,220 (528,594)	11-19-85 (03-25-85)
FOLD N' STOR	United States	12	1,373,676	12-03-85
CPC & DESIGN	United States	6,7,8,9, 11,12,	1,395,502	06-03-86
GIRO	United States	25	1,416,726 (589,558)	11-11-86 (03-24-86)

Mark	Country	Int'l Class	Reg. No. (Serial No.)	Reg. Date (Filing Date)
CYCLE SHUTTLE	United States	12	1,422,753 (73/598,064)	12-30-86 (05-12-86)
MOTO	United States	9	1,425,610 (73/604,863)	01-20-87 (06-17-86)
RHODE GEAR	United States	12	1,433,750 (73/547,395)	03-24-87 (12-20-85)
CYCLOTECH	United States	6,11,12, 25	1,447,105	07-14-87
CURB CRUISER	United States	12	1,455,159	09-01-87
SIDELIGHTS	United States	11	1,507,998	10-11-88
MICROSHELL	United States	9	1,536,238	04-25-89
GIRO & Design	United States	28	1,541,697 (646,808)	05-30-89 (02-27-87)
ULTRALIGHT (Supplemental)	United States	9	1,549,649 (73/747,542)	07-25-89 (08-22-88)
BIKEXTRAS (STYLIZED)	United States	6,9	1,638,143 (73/836,817)	03-19-91 (11-07-89)
BIKE AMMO	United States	12	1,645,132	05-21-91
MTN RACK	United States	12	1,657,322 (073,836)	09-17-91 (06-28-90)
BELL HELMETS & Device	United States	9	1,676,643 (74/151,581)	02-25-92 (03-21-91)
CUELITE	United States	11	1,767,368	04-27-93
CUELITE (STYLIZED)	United States	11	1,767,369	04-27-93
BULLET	United States	28	1,794,353	09-21-93
BLACKBURN & Device	United States	12	1,859,627 (74/403,216)	10-25-94 (06-21-93)
FANCIFUL DESIGN (In-Liner Icon)	United States	9	1,860,202	10-25-94
BIKEXTRAS CYCLE PRODUCTS CO. & DESIGN	United States	12	1,860,847 (74/303,926)	11-01-94 (08-11-92)
HEADLOCK	United States	9	1,874,550	01-17-95
JAMMER	United States	9	1,877,432 (74/317,104)	02-07-95 (09-25-92)
TERRAMOTO & Design	United States	9	1,877,494 (74/482,959)	02-07-95 (01-21-94)
POCKETSHOP	United States	8	1,909,750 (74/532,827)	08-08-95 (06-03-94)

Mark	Country	Int'l Class	Reg. No. (Serial No.)	Reg. Date (Filing Date)
DESIGN OF BEAR CHARACTER	United States	12	1,912,845	08-15-95
CLICK RACK	United States	12	1,914,324	08-22-95
FAT HAT	United States	9	1,919,348 (74/506,243)	09-19-95 (03-22-94)
COPPER CANYON CYCLING	United States	6,9,11,12,21	1,920,573 (74/433,448)	09-19-95 (09-07-93)
ROC LOC	United States	28	1,927,085 (74/483,530)	10-17-95 (01-26-94)
VORTEX	United States	9	1,934,539 (74/293,112)	11-14-95 (07-10-92)
VETTER	United States	9	1,961,240 (74/313,691)	03-12-96 (09-14-92)
BSI	United States	6,11,12, 28	1,974,842 (74/653,937)	05-21-96 (03-30-95)
SASQUATCH	United States	12	1,977,260	05-28-96
PARADOX	United States	9	1,977,261	05-28-96
RIVAL	United States	9	1,977,262 (74/537,363)	05-28-96 (06-14-94)
CPC CYCLE PRODUCTS CO. & DESIGN	United States	6,7,8,9, 11,12	1,993,978	8-13-96
SPOKE-HEDZ	United States	9	2,023,748 (75/035,925)	12-17-96 (12-22-95)
DESIGN OF HEAD (SPOKE-HEDZ)	United States	9	2,024,181	12-17-96
DESIGN OF HEAD (SPOKE-HEDZ)	United States	6	2,024,182	12-17-96
DESIGN OF HEAD (SPOKE-HEDZ)	United States	12	2,024,183	12-17-96
SPOKE-HEDZ	United States	28	2,025,450 (75/035,634)	12-24-96 (12-22-95)
SPOKE-HEDZ	United States	12	2,025,455 (75/035,926)	12-24-96 (12-22-95)
SPOKE-HEDZ (Stylized)	United States	28	2,025,460 (75/036,271)	12-24-96 (12-22-95)
SPOKE-HEDZ (Stylized)	United States	6	2,025,461 (75/036,274)	12-24-96 (12-22-95)
DESIGN OF HEAD (SPOKE-HEDZ)	United States	28	2,025,776	12-24-96

Mark	Country	Int'l Class	Reg. No. (Serial No.)	Reg. Date (Filing Date)
SPOKE-HEDZ	United States	6	2,026,937 (75/035,649)	12-31-96 (12-22-95)
SPOKE-HEDZ (Stylized)	United States	12	2,100,135 (75/036,272)	09-23-97 (12-22-95)
SPOKE-HEDZ (Stylized)	United States	9	2,104,062 (75/036,273)	10-07-97 (12-22-95)
COURAGE FOR YOUR HEAD	United States	9	2,137,670 (74/722,408)	02-17-98 (08-29-95)
BELL (for Eyewear)	United States	9	(75/374,645)	(10-16-97)
BELL in Ellipse (Eyewear)	United States	9	(75/374,646)	(10-16-97)
NIGHTSTICK	United States	9	(75/625,600)	(01-25-99)
SMART FIT	United States	9	(75/867,747)	(12-10-99)
IS YOUR BRAIN WORTH PROTECTING?	United States	9, 25	(75/898,611)	(01-20-00)
BELL (Customs Deposit)	United States	39	92-00691	12-23-92

Foreign Trademark Properties:

Mark	Country	Int'l Class	Reg. No. (Serial No.)	Reg. Date (Filing Date)
BELL	Argentina	9	1,464,543 1,049,876	08-31-93 10-21-82
BELL	Australia	9	715,322 (715,322)	09-23-98 (08-19-96)
BELL	Austria	9	90499	02-21-79
BELL	Benelux	9	318,941	05-02-83
BELL	Brazil	25	810,695,642	01-17-89
BELL	Brazil	9	(819,697,559)	(12-16-96)
BELL	Canada	N/A	159,442 (309,836)	11-22-68 (12-22-67)
BELL	Chile	9	(344,107)	(05-27-96)
BELL	Colombia	9	157,168	04-11-94
BELL	Denmark	9	3175/1979	11-02-79

Mark	Country	Int'l Class	Reg. No. (Serial No.)	Reg. Date (Filing Date)
BELL	Ecuador	9	2611/76	10-04-76
BELL	Finland	9	74253	08-05-80
BELL	France	9	1,233,489	04-18-83
BELL	Germany	9	935,916	05-02-73
BELL	Greece	9	60193	12-07-77
BELL	Indonesia	9	329,162	07-30-96
BELL	Italy	9	660,141 *293,327	05-03-93 *05-03-73
BELL	Japan	9	1,290,844-2	08-09-87
BELL	Japan	9	1,323,458	02-17-78
BELL	Malaysia	9	M/71955	06-15-76
BELL	Mexico	9	439,938	08-18-93
BELL	Norway	9	104,528	02-28-90
BELL	Peru	9	36452	06-11-97
BELL	Philippines	9	58457	06-16-94
BELL	Spain	9	757,087	06-22-77
BELL	Sweden	9	147,462	06-07-74
BELL	Switzerland	9	297,300	11-01-78
BELL	United Kingdom	9	1,087,852	12-08-84 (12-08-88)
BELL	Venezuela	25	93985F	03-03-80
BELL in Ellipse Device	Australia	9	373,389	03-25-82
BELL in Ellipse	Austria	9	100,961	10-31-92
BELL in Ellipse	Benelux	9	383,003	06-17-92
BELL in Ellipse	Canada	N/A	290,478 (487,936)	05-04-84 (06-04-82)

Mark	Country	Int'l Class	Reg. No. (Serial No.)	Reg. Date (Filing Date)
BELL in Ellipse	Denmark	9	1614/1983	05-27-83
BELL in Ellipse	Finland	9	89806	08-20-84
BELL in Ellipse	France	9	1,205,591	06-03-82
BELL in Ellipse	Germany	9, 25	1,057,941	01-03-84
BELL in Ellipse Device	Germany	9	2,005,265	10-18-91
BELL in Ellipse	Greece	9	72258	06-28-82
BELL in Ellipse	Italy	9	414,638	03-22-86
BELL in Ellipse	Norway	9	117,343	09-20-94
BELL in Ellipse	South Africa	9	82/4296	06-09-92
BELL in Ellipse	South Africa	25	82/4297	06-09-82
BELL in Ellipse	Sweden	9	183,942	11-12-82
BELL in Ellipse	Switzerland	9	320,344	06-04-82
BELL in Ellipse	United Kingdom	9	1,175,946	06-01-89 (06-01-82)
BELL HELMET'S	Brazil	25	812,163,737	07-28-87
BELL HELMETS in Ellipse	Bophuthatswana	9	B75/6045	01-29-93
BELL HELMETS in Ellipse	South Africa	9	B75/6045	05-09-80
BELL HELMETS in Ellipse	Transkei	9	B75/6045	11-11-85
BELL HELMETS in Ellipse	Venda	9	B75/6045	11-11-85
BELL RACESTAR	France		1,527,028	
BIKEXTRAS	Hong Kong	12	1521/1996	04-22-96
BIKEXTRAS (STYLIZED)	Korea	37	199,065	08-27-90
BIKEXTRAS (STYLIZED)	Korea	31	215,550	06-21-91
BIKEXTRAS & DESIGN	Canada	N/A	430,080	07-08-94

Mark	Country	Int'l Class	Reg. No. (Serial No.)	Reg. Date (Filing Date)
BIKEXTRAS & DESIGN	Canada	N/A	446,989	09-01-95
BIKEXTRAS CYCLE PRODUCTS CO. & DESIGN	Benelux	6,7,9,11 12,20,21	524,456	08-05-93
BIKEXTRAS CYCLE PRODUCTS CO. & DESIGN	France	7,12,21	92.431.127	08-19-92
BIKEXTRAS CYCLE PRODUCTS CO. & DESIGN	Germany	1,9,11,12,21	2,044,417	06-11-92
BIKEXTRAS CYCLE PRODUCTS CO. & DESIGN	Italy	6, 9, 11, 12	659,284	10-03-95
BIKEXTRAS CYCLE PRODUCTS CO. & DESIGN	Switzerland	9,11,12	403,569	09-13-93
BIKE AMMO	Taiwan	78	512,001	01-16-91
BIKE BEARS	Canada	N/A	401,823	08-28-92
BIKE STAR U.S.A.	EEC	9, 12	622,544	07-12-94
BIKE STAR U.S.A.	France	9, 12	94/31 (94/505599)	08-05-94 (02-09-94)
BLACKBURN	Argentina	12	1,521,369 (1,886,905)	05-31-94 (05-31-94)
BLACKBURN	Australia	8,12,18	715,323 (715,323)	10-16-98 (08-19-96)
BLACKBURN	Brazil	12	819,697,540 (819,697,540)	06-29-99 (12-16-96)
BLACK BURN	Chile	12	429,781	08-05-94
BLACKBURN	China	12	894,599 (95/009297)	11-07-96 (01-23-95)
BLACKBURN	China	6	898,217 (95/009296)	11-14-96 (01-23-95)
BLACKBURN	Colombia	12	199,442 (96,054,856)	07-23-97 (10-16-96)
BLACKBURN	Ecuador	12	1431/98 (72574)	03-19-98 (10-16-96)
BLACKBURN	France	12,28	1,488,559 (954,292)	09-14-88 (09-14-88)
BLACKBURN	Guatemala	12	87,438 (96-8622)	10-21-97 (11-06-96)
BLACKBURN	Italy	7,12	541,896 (420000C/88)	03-14-91 (10-24-88)
BLACKBURN	Japan	12	2,367,612 (102,702/88)	12-25-91 (09-07-88)

Mark	Country	Int'l Class	Reg. No. (Serial No.)	Reg. Date (Filing Date)
BLACKBURN	Japan	6	4,207,938 (7-102358)	11-06-98 (10-04-95)
BLACKBURN	Mexico	12	569,140 (277,347)	01-30-98 (10-21-96)
BLACKBURN	Peru	12	34383 (23911)	03-20-97 (10-18-96)
BLACKBURN	Taiwan	6	694,664 (83/61744)	11-01-95 (10-03-94)
BLACKBURN	Taiwan	12	696,364 (83/61745)	11-16-95 (10-03-94)
BLACKBURN (Stylized w/Signature)	United Kingdom	12	1,356,954	04-19-91 (09-06-88)
BLACKBURN (Stylized w/Signature)	United Kingdom	28	1,356,955	04-12-91 (09-06-88)
BLACKBURN (Stylized w/Signature)	United Kingdom	6	1,356,953	04-12-91 (09-06-88)
BLACKBURN	Venezuela	12	(2488-97)	(02-13-97)
CPC CYCLE	Korea	31	127,658	07-25-86
CPC CYCLE	Korea	37	136,102	01-06-87
COPPER CANYON	Australia	6,9,11,12	730,870 (730,870)	07-16-99 (03-27-97)
COPPER CANYON CYCLING	Benelux	6,9,11,12	576,663 (850981)	06-29-95 (06-29-95)
COPPER CANYON CYCLING	Canada	N/A	501,435 (787,687)	09-29-98 (07-17-95)
COPPER CANYON CYCLING	France	6,9,11,12	95,580,508	07-13-95
COPPER CANYON CYCLING	Mexico	6	536,682	11-25-96
COPPER CANYON CYCLING	Sweden	6,9,11,12	324,130 (95-07588)	07-18-97 (06-29-95)
COPPER CANYON CYCLING	United Kingdom	6,9,11,12	2,025,954	10-04-96 (07-04-95)
COURAGE FOR YOUR HEAD	Canada	N/A	523,385 (835,407)	02-18-00 (02-04-97)
CYCLE DEVICE	Taiwan	90	275,470	03-01-85
CYCLE PRODUCTS	Korea	31	130,039	09-08-86
CYCLOTECH	Hong Kong	6	B1673/97	02-18-97

Mark	Country	Int'l Class	Reg. No. (Serial No.)	Reg. Date (Filing Date)
CYCLOTECH	Hong Kong	9	B1674/97	02-18-97
CYCLOTECH	Hong Kong	11	B1675/97	02-18-97
CYCLOTECH	Hong Kong	12	B1676/97	02-18-97
CYCLOTECH	Hong Kong	25	B1677/97	02-18-97
CYCLOTECH (STYLIZED)	Taiwan	93	304,728	11-01-85
CYCLOTECH (STYLIZED)	Taiwan	90	304,461	11-01-85
FITBELT	France	12	96-636.967	07-24-96
FORCE FLOW	Australia	9	404,685	03-02-84
FORCE FLOW	United Kingdom	9	1,213,827	03-01-91
FREEDOM	Canada	N/A	306,300	08-30-85
GIRO	Australia	9,25	715,329 (715,329)	07-11-97 (08-19-96)
GIRO & Design	Benelux	9,25	501,867 (765,286)	04-01-92 (06-17-92)
GIRO & Design	Canada	N/A	353,128	03-17-89
GIRO & Design	Czech Republic	9	219,844 (133,791)	08-23-99 (6-22-98)
GIRO & Design	Europe	9,11,12, 25,28	(832,048)	(05-22-98)
GIRO & Design	France	25,28	1,671,629 (292,079)	06-17-91 (06-17-91)
GIRO & Design	Japan	17	2,266,593 (142,001/1987)	09-21-90 (12-09-87)
GIRO & Design	Norway	9	194,926 (98 05468)	12-17-98 (06-23-98)
GIRO & Design	Romania		(51169)	(06-30-98)
GIRO & Design	Spain	9	1,651,882	05-06-96
GIRO & Design	Switzerland	9,25	391,432	07-10-91
GIRO & Design	United Kingdom	9	1,330,943	12-31-88
HEADWINDS	Germany	9	2,053,400	01-04-94

Mark	Country	Int'l Class	Reg. No. (Serial No.)	Reg. Date (Filing Date)
HEADWINDS	Taiwan	39	511,184	01-16-91
IS YOUR BRAIN WORTH PROTECTING?	Canada		(1,046,709)	(02-15-00)
JAMMER	France	9	93,453,812	
MICROSHELL	Benelux	9	489,580	09-10-90
MICROSHELL	Canada	N/A	389,660	10-25-91
MICROSHELL	France	9	1,615,343	09-13-90
MICROSHELL	Greece	9	100,689	09-17-90
MICROSHELL	Italy	9	606,151	09-27-90
MONDIAL	Australia	12	715,327 (715,327)	07-04-97 (08-19-96)
MOTO	Canada	N/A	391,437	12-06-91
MTN RACK	United Kingdom	12	1,449,823	10-16-92 (06-28-90)
NEMESIS	Australia	9	(814,443)	(11-18-99)
NIGHTSTICK	Canada		(1,020,185)	(06-25-99)
RAZOR	Benelux	9	529,573	01-29-93
RAZOR	France	9, 28	93453813	07-04-93
RAZOR	Germany	9	2,049,647	11-16-93
RHODE GEAR	Argentina	12	(2,058,279)	(11-22-96)
RHODE GEAR	Australia	12	715,888 (715,888)	03-13-98 (08-26-96)
RHODE GEAR	Brazil	12	819,697,567 (819,697,567)	06-29-99 (12-16-96)
RHODE GEAR	Chile	12	361,125	10-19-90
RHODE GEAR	China	12	1,060,509 (95009295)	07-21-97 (01-23-95)
RHODE GEAR	Colombia	12	199,440 (96,054,857)	07-23-97 (10-16-96)
RHODE GEAR	Ecuador	12	1432/98 (72575)	03-19-98 (10-16-96)
RHODE GEAR	Germany	12	2,028,880	01-27-93

Mark	Country	Int'l Class	Reg. No. (Serial No.)	Reg. Date (Filing Date)
RHODE GEAR	Guatemala	12	86,906 (96-8624)	10-21-97 (11-06-96)
RHODE GEAR	Japan	12	2,373,261	01-31-92
RHODE GEAR	Mexico	12	570,865 (277,349)	02-26-98 (10-21-96)
RHODE GEAR	Peru	12	34384	03-20-97
RHODE GEAR	Taiwan	12	704,401	01-16-96
RHODE GEAR	Venezuela	12	(2489-97)	(02-13-97)
ROAD VEER	Japan	12	2,366,080	12-25-91
ROC LOC	Australia	9	715,326 (715,326)	07-04-97 (08-19-96)
ROC LOC	France	9	95/564937	03-28-95
ROC LOC	Germany	9,12	395,13,592	12-19-95
ROC LOC	Italy	9	725,486 (MI95C003440)	09-23-97 (04-03-95)
ROC LOC	Spain	9	1,959,386	06-05-96
ROC LOC	United Kingdom	9	2,016,296	09-06-96
SMART FIT	Canada		(1,046,775)	(02-16-00)
SPEED COURAGE LUCK	Canada	N/A	507,331 (858,995)	01-29-99 (10-20-97)
SPOKE-HEDZ	Australia	6,12,28	730,868 (730,868)	03-13-98 (03-27-97)
SPOKE-HEDZ	Canada	N/A	502,750 (820,305)	10-23-98 (08-13-96)
STAR	Japan	9	2,429,572	06-30-92
SWEATEX	France	12	96-636.968	07-23-96
TRAIL N TOUR	Taiwan	63	516,190	03-01-91
TRAIL N TOUR	Taiwan	82	515,004	02-16-91
TRAIL N TOUR	Taiwan	67	511,609	01-16-91
TRAIL N TOUR	Taiwan	39	511,185	01-16-91

Mark	Country	Int'l Class	Reg. No. (Serial No.)	Reg. Date (Filing Date)
VISTALITE	Argentina	11	1,663,976 (2,058,278)	04-03-98 (11-22-96)
VISTALITE	Australia	11	715,325 (715,325)	08-10-98 (08-19-96)
VISTALITE	Brazil	11	(819,697,575)	(12-16-96)
VISTA LITE	China	11	898,186	11-14-96
VISTALITE	Colombia	11	199,441 (96,054,858)	07-23-97 (10-16-96)
VISTALITE	Ecuador	11	1434/98 (72577)	03-19-98 (10-16-96)
VISTALITE	Germany	11	2,070,508 (34699)	07-08-94 (04-08-93)
VISTALITE	Guatemala	11	1996/08623	
VISTALITE	Mexico	11	570,869 (279,242)	02-26-98 (11-08-96)
VISTALITE	Peru	11	33719	02-25-97
VISTA LITE	Taiwan	11	687,278	08-16-95
VISTALITE	United Kingdom	11	1,508,414	11-17-95
VISTALITE	Venezuela	11	(2490-97)	(02-13-97)
VISTALITE (Stylized)	Japan	11	4,066,884 (329379/92)	10-09-97 (12-24-92)
VISTA LIVE	Argentina	11	1,539,248	09-30-94
VORTEX	Benelux	9	529,574	01-29-93
VORTEX	France	9, 28	93453811	02-04-93
VORTEX	Germany	9	2,049,646	11-16-93

Bell Sports, Inc. also licenses certain Trademarks and Trademark Registrations from third parties as follows:

Licensor	Licensee	Date	Licensed Property
Brunswick Bicycles, a division of Brunswick Corporation	Bell Sports, Inc.	09-01-98	Trademark
Canon Sports, LLC	Bell Sports, Inc.	07-01-99	Trademark

Licensor	Licensee	Date	Licensed Property
Fisher Price, Inc.	Bell Sports, Inc.	12-28-95	Trademark
Fisher Price, Inc.	Bell Sports, Inc.	01-31-96	Trademark
Kryptonite Corporation	Bell Sports, Inc.	05-14-99	Trademark
Mattel, Inc.	Bell Sports, Inc.	12-01-99	Trademark
National SAFE KIDS Campaign	Bell Sports, Inc.	07-01-99	Trademark
Larry & Kim Perea and Kevin & Susan Hart	Bell Sports, Inc.	06-12-98	Technology
USA Cycling, Inc.	Bell Sports, Inc.	07-01-99	Trademarks

Schedule B

Agreements pursuant to which Bell Sports, Inc. licenses Trademarks and/or Trademark Registrations:

Licensor	Licensee	Date	Licensed Property
Bell Sports, Inc.	Bell Helmets, Inc.	05-16-94	Trademark
Bell Sports, Inc.	Bell Sports Canada Inc.	09-03-96	Trademark
Bell Sports, Inc.	Electronic Arts Inc.	05-06-98	Trademark
Bell Sports, Inc.	FRI Acquisition Corp.	07-03-99	Trademark
Bell Sports, Inc.	Hasbro, Inc.	11-24-91	Trademark
Bell Sports, Inc.	Gilberto Gentili	02-15-91	Trademark
Bell Sports, Inc.	International Sport Marketing	05-13-91	Trademark
Bell Sports, Inc.	NJL Helmets, Inc.	06-01-91	Trademark
Bell Sports, Inc.	National SAFE KIDS Campaign	07-01-99	Trademark
Bell Sports, Inc.	Nintendo of America, Inc.	09-28-98	Trademark
Bell Sports, Inc.	Orange County Assn. for Retarded Citizens	06-19-93	Trademark
Bell Sports, Inc.	Parma International, Inc.	12-04-95	Trademark
Bell Sports, Inc.	J.C. Penney Company, Inc.	09-18-96	Trademark
Bell Sports, Inc.	Robert Booth d/b/a/ Bell Motorsports	07-07-92	Trademark
Bell Sports, Inc.	Today's Kids	10-24-94	Trademark
Bell Sports, Inc. (f/k/a American Recreation Company, Inc.)	Specialized Bicycle Components	05-11-94	Trademark

Certain Trademarks and Trademark Registrations are subject to the following Liens, licenses or other restrictions:

1. Agreement dated November 8, 1993 between Bell Sports, Inc. and Thule USA, a division of EGA, Inc.
2. Undertaking dated January 24, 1992 between Bell Helmets, Inc. and B.E.L.-Tronics Limited.

3. Settlement Agreement dated September 16, 1996 between Bell Sports, Inc. and Bell Super Tech, Inc.
4. Consent Agreement dated May 12, 1998 between Bell Sports, Inc. and Fontaine Trailer Company.
5. Stand Still Agreement dated March 28, 1999 between Bell Sports, Inc. and Thule, Inc.
6. Letter Agreement dated August 27, 1999 between Bell Sports, Inc. and Specialized Bicycle Components, Inc.
7. Covenant Not To Sue dated March 22, 2000 between Bell Sports, Inc. and BellTech, Inc.
8. Assignment, Development and Marketing Agreement dated October 18, 1991 between Vista Lite, Inc. and Scott Sutherland.
9. Sublicense Agreement dated June 8, 2000 among Bell Sports, Inc., Bell Racing Company and Bell Automotive Products, Inc.

U.S. Trademark Properties Subject to Prior Third Party Liens:

Mark	Country	Int'l Class	Reg. No. (Serial No.)	Reg. Date (Filing Date)
BELL	United States	25	815,907 (218,955)	09-27-66 (05-17-65)
BELL (w/ stripes in oval)	United States	9	1,330,653 (453,528)	04-16-85 (11-21-83)
BELL in Ellipse	United States	9	1,322,986 (75/424,698)	03-05-85 (05-06-83)
FORCE FLOW	United States	9	1,318,998 (441,527)	02-12-85 (08-29-83)
MOTO 4	United States	9	1,329,345	04-09-85
ROADSTAR	United States	9	1,368,690 (403,525)	11-05-85 (11-22-82)

U.S. Trademark Properties For Which There Exist Lapses in the Chain of Title:

Mark	Country	Int'l Class	Reg. No. (Serial No.)	Reg. Date (Filing Date)
BIKE EXTRAS and Design	United States	6,7,9,11, 12	1,225,726	02-01-83 (01-12-78)
BIKEXTRAS CYCLE PRODUCTS CO. & DESIGN	United States	12	1,860,847 (74/303,926)	11-01-94 (08-11-92)
BIKE AMMO	United States	12	1,645,132	05-21-91
BULLET	United States	28	1,794,353	09-21-93
CPC & DESIGN	United States	6,7,8,9, 11,12,	1,395,502	06-03-86
CPC CYCLE PRODUCTS CO. & DESIGN	United States	6,7,8,9, 11,12	1,993,978	8-13-96
CLICK RACK	United States	12	1,914,324	08-22-95
COPPER CANYON CYCLING	United States	6,9,11,12, 21	1,920,573 (74/433,448)	09-19-95 (09-07-93)
CURB CRUISER	United States	12	1,455,159	09-01-87
DESIGN OF BEAR CHARACTER	United States	12	1,912,845	08-15-95
FOLD N' STOR	United States	12	1,373,676	12-03-85
HEADLOCK	United States	9	1,874,550	01-17-95
MAGNUM	United States	9	915,121	06-15-71
PARADOX	United States	9	1,977,261	05-28-96
REV & DESIGN	United States	12	1,371,220 (528,594)	11-19-85 (03-25-85)
RIVAL	United States	9	1,977,262 (74/537,363)	05-28-96 (06-14-94)
SASQUATCH	United States	12	1,977,260	05-28-96
SIDELIGHTS	United States	11	1,507,998	10-11-88
TEAM CYCLE	United States	9,12,16	1,326,594	03-26-85

United States Trademark Properties Owned by Non-Signatory Parties:

CYCLOTECH	United States	6,11,12, 25	1,447,105	07-14-87
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Foreign Trademarks Owned by Non-Signatory Parties:

Mark	Country	Int'l Class	Reg. No. (Serial No.)	Reg. Date (Filing Date)
BIKEXTRAS	Hong Kong	12	1521/1996	04-22-96
BIKEXTRAS (STYLIZED)	Korea	37	199,065	08-27-90
BIKEXTRAS CYCLE PRODUCTS CO. & DESIGN	France	7,12,21	92.431.127	08-19-92
BIKEXTRAS CYCLE PRODUCTS CO. & DESIGN	Germany	1,9,11,12,21	2,044,417	06-11-92
BIKEXTRAS CYCLE PRODUCTS CO & DESIGN	Italy	6, 9, 11, 12	659,284	10-03-95
BIKE AMMO	Taiwan	78	512,001	01-16-91
BIKE STAR U.S.A.	France	9, 12	94/31 (94/505599)	08-05-94 (02-09-94)
COPPER CANYON CYCLING	France	6,9,11,12	95,580,508	07-13-95
COPPER CANYON CYCLING	Mexico	6	536,682	11-25-96
COPPER CANYON CYCLING	Sweden	6,9,11,12	324,130 (95-07588)	07-18-97 (06-29-95)
COPPER CANYON CYCLING	United Kingdom	6,9,11,12	2,025,954	10-04-96 (07-04-95)
CYCLE DEVICE	Taiwan	90	275,470	03-01-85
CYCLOTECH	Hong Kong	6	B1673.97	02-18-97
CYCLOTECH	Hong Kong	9	B1674.97	02-18-97
CYCLOTECH	Hong Kong	11	B1675.97	02-18-97
CYCLOTECH	Hong Kong	12	B1676.97	02-18-97
CYCLOTECH	Hong Kong	25	B1677.97	02-18-97
CYCLOTECH (STYLIZED)	Taiwan	93	304,728	11-01-85
CYCLOTECH (STYLIZED)	Taiwan	90	304,461	11-01-85
FORCE FLOW	Australia	9	404,685	03-02-84
FORCE FLOW	United Kingdom	9	1,213,827	03-01-91

Mark	Country	Int'l Class	Reg. No. (Serial No.)	Reg. Date (Filing Date)
FREEDOM	Canada	N/A	306,300	08-30-85
HEADWINDS	Germany	9	2,053,400	01-04-94
HEADWINDS	Taiwan	39	511,184	01-16-91
TRAIL N TOUR	Taiwan	63	516,190	03-01-91
TRAIL N TOUR	Taiwan	82	515,004	02-16-91
TRAIL N TOUR	Taiwan	67	511,609	01-16-91
TRAIL N TOUR	Taiwan	39	511,185	01-16-91

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, [NAME OF ASSIGNOR], a corporation organized and existing under the laws of the State of _____, having a place of business at _____ (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, a _____ organized and existing under the laws of the State of _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this _____ day of _____, ____.

[NAME OF ASSIGNOR]

By: _____
Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the _____ day of _____, _____.

By: _____
Title:

COMMONWEALTH OR STATE OF _____)
) ss.
COUNTY OF _____)

On this the _____ day of _____, 2000, before me appeared _____,
the person who signed this instrument, who acknowledged that (s)he is the
_____ of _____ and that being duly authorized (s)he signed such
instrument as a free act on behalf of _____.

[Seal]

Notary Public

My commission expires:

ANNEX

Trademark
or
Service Mark

Registrations --
United States Patent and Trademark Office
Registration No. Registration Date

[List chronologically in ascending numerical order]

Trademark
or
Service Mark

Pending Applications --
United States Patent and Trademark Office
Serial No. Filing Date

[List chronologically in ascending numerical order]