



101474719

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

1. Name of conveying party(ies): Diversified Investments Corporation

Individual(s)                       Association  
 General Partnership             Limited  
 Corporation-State                  Partnership  
 Other:

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

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement             Change of Name  
 Other

Execution Date: May 11, 1998

9-19-00

2. Name and address of receiving party(ies):  
Name: Pacific Cycle, LLC  
Internal Address:  
Street Address: 4311 Triangle Street  
City: McFarland                      State: WI    Zip: 53558  
 Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State  
 Other

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

(Designations must be a separate document from Assignment) Additional names(s) & address(es) attached?  
 Yes  No

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

Additional numbers attached?

B. Trademark registration No.(s)

1,613,712    1,919,567    2,172,707

Yes  No

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

Name: Denise L. Stoker  
Internal Address: Godfrey & Kahn, S.C.  
Street Address: 780 North Water Street  
City: Milwaukee                      State: WI    Zip: 53202

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

7. Total fee (37 CFR 3.41): .....\$90.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

DENISE L. STOKER  
Name of Person Signing

Denise L. Stoker  
Signature

9-15-00  
Date

Total Number of pages, including cover sheet and attachments: [ 3 ]

## CONTRIBUTION AGREEMENT

11<sup>th</sup> THIS CONTRIBUTION AGREEMENT (the "Agreement") is made and entered into this day of May, 1998 by and between DIVERSIFIED INVESTMENTS CORPORATION, a Wisconsin corporation ("Contributor"), and PACIFIC CYCLE, LLC, a Delaware limited liability company ("Pacific").

WHEREAS, Contributor owns all of the Contributed Assets (as defined herein);

WHEREAS, Contributor desires to allow for greater flexibility in Contributor's corporate structure and to permit certain key individuals who are involved with Contributor to hold equity interests in the ongoing business of Contributor; and

WHEREAS, in order to accomplish its goals, Contributor desires to contribute all of the Contributed Assets to Pacific as a capital contribution in exchange for 900.5 membership interests in Pacific, such that Pacific will become vested with all of Contributor's legal and beneficial right, title and interest in and to such Contributed Assets.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

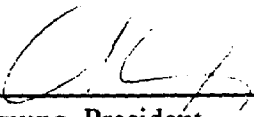
1. "Contributed Assets" shall mean all of the property and assets of every kind and wherever situated, tangible and intangible, that were owned by Contributor on the date hereof or in which it had any right or interest as of the date hereof that are related to its Pacific Cycle Division (other than the Excluded Assets).
2. "Excluded Assets" shall mean the following assets of the Contributor:
  - (a) Any organization expenses and deferred income taxes on Contributor's books;
  - (b) Contributor's books and records relating to income tax returns; and
  - (c) The assets of Contributor used exclusively in the Contributor's Profile Fitness Division, a complete list of which is attached hereto as Schedule A.
3. Contributor hereby makes a capital contribution to Pacific of, and Pacific accepts as a capital contribution from Contributor, all of Contributor's right, title and interest in the Contributed Assets in exchange for 900.5 membership interests.

4. Promptly following the execution and delivery hereof, Contributor and Pacific shall execute an Assignment and Assumption Agreement and such other instruments of transfer as may be necessary to vest in Pacific all of Contributor's right, title and interest in the Contributed Assets. Pacific agrees to cooperate with Contributor to complete the transfer of the Contributed Assets.

5. This Agreement and all questions arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to the principals of conflicts of laws thereunder

CONTRIBUTOR:

DIVERSIFIED INVESTMENTS CORPORATION

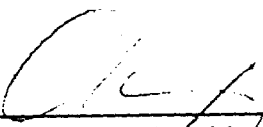
By:   
\_\_\_\_\_  
Christopher J. Hornung, President

PACIFIC:

PACIFIC CYCLE, LLC

By: DIVERSIFIED INVESTMENTS CORPORATION

Its: Member

By:   
\_\_\_\_\_  
Christopher J. Hornung, President

MW2-133312-2