10-30-2000

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET

101499288

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):
Specialized Bicycle Components, Inc.

9-26-00

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

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

2. Name and address of receiving party(ies)
Bank of America, N.A. as
Administrative Agent

Internal Address: Commercial Agency Management
WA1-501-37-20
Street Address: 800 Fifth Avenue, Floor 37
City: Seattle State: WA ZIP: 98104

☐ 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 name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: April 1, 2000

4. Application number(s) or patent nu:

A. Trademark Application No.(s)
N/A

09-28-2000
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #40

B. Trademark Registration No.(s)
74/430370
Please see Schedule "A" attached hereto and incorporated hereof.

Additional numbers attached? ☐ Yes ☐ No

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

Name: Randa Tabet
Internal Address:

Street Address: 1999 Avenue of the Stars
Suite 1600
City: Los Angeles State: CA ZIP: 90067

6. Total number of applications and registrations involved: 73

7. Total fee (37 CFR 3.41) $ 1840

☒ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:
~~N/A~~ 20-0052

(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.

Randa Tabet
Name of Person Signing

Randy Tabet
Signature

9/22/00
Date

Christine E. Wilson

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

SCHEDULE A

TRADEMARKS

Registrant Name	Mark	Classes	App. #	App. Date	Reg. #	Reg. Date
Specialized Bicycle Components, Inc.	AIR EXPRESS	09	74/430370	08/27/1993	1949392	01/16/1996
Specialized Bicycle Components, Inc.	AIR FORCE	12	75/363240	09/25/1997		
Specialized Bicycle Components, Inc.	AIR WAVE	09	74/423690	08/12/1993	1890464	04/18/1995
Specialized Bicycle Components, Inc.	AIRLOCK	12	74/097856	09/17/1990	1655500	09/03/1991
Specialized Bicycle Components, Inc.	ALLEZ	23	73/395873	10/30/1982	1256799	11/08/1983
Specialized Bicycle Components, Inc.	ARMADILLO	12	74/326637	10/28/1992	1834561	05/03/1994
Specialized Bicycle Components, Inc.	BIG HIT	12	75/477302	04/30/1998		
Specialized Bicycle Components, Inc.	BODY GEOMETRY	25	74/596322	11/07/1994	2051237	04/08/1997
Specialized Bicycle Components, Inc.	BODY GEOMETRY	12	75/488300	05/20/1998		
Specialized Bicycle Components, Inc.	BODY GEOMETRY	12	75/938185	03/07/2000		
Specialized Bicycle Components, Inc.	BODY GEOMETRY	28	76/008445	03/23/2000		
Specialized Bicycle Components, Inc.	BRAINLOCK	09	74/697655	07/06/1995	2154024	04/28/1998
Specialized Bicycle Components, Inc.	CACTUS CUP	41	74/353798	01/29/1993	1836389	05/10/1994
Specialized Bicycle Components, Inc.	CROSSROADS	12	74/110232	10/29/1990	1657330	09/17/1991
Specialized Bicycle Components, Inc.	CROSSROADS (Stylized)	12	73/469529	03/12/1984	1390696	04/22/1986
Specialized Bicycle Components, Inc.	CRUISE CONTROL	12	74/632263	02/09/1995	2067616	06/03/1997
Specialized Bicycle Components, Inc.	EPIC	12	73/702947	12/28/1987	1496698	07/19/1988
Specialized Bicycle Components, Inc.	ERGONOMICALLY DESIGNED, MEDICALLY PROVEN	12	75/786905	08/27/1999		
Specialized Bicycle Components, Inc.	ERGONOMICALLY DESIGNED, MEDICALLY PROVEN	25	75/787850	08/27/1999		
Specialized Bicycle Components, Inc.	EXPEDITION	12	73/395855	09/30/1982	1255269	10/25/1983
Specialized Bicycle Components, Inc.	FATBOY	12	75/497319	06/03/1998		
Specialized Bicycle Components, Inc.	FATBOY	12	75/052190	02/02/1996	2108259	10/28/1997
Specialized Bicycle Components, Inc.	FATBOY & DESIGN	12	75/485253	05/14/1998		
Specialized Bicycle Components, Inc.	FLY BOY	12	75/322170	07/10/1997		
Specialized Bicycle Components, Inc.	FLY BOY & DESIGN	12	75/322169	07/10/1997		
Specialized Bicycle Components, Inc.	FSR	12	75/476119	04/28/1998		
Specialized Bicycle Components, Inc.	FULL FORCE	09	74/632127	02/09/1995	2049640	04/01/1997
Specialized Bicycle Components, Inc.	FULL FORCE	12	74/632106	02/09/1995	2063763	05/20/1997
Specialized Bicycle Components, Inc.	FULL FORCE	25	74/632264	02/09/1995	2063764	05/20/1997
Specialized Bicycle Components, Inc.	GLOBE	12	74/394562	05/24/1993	2151070	04/14/1998
Specialized Bicycle Components, Inc.	GROUND CONTROL	12	74/700863	07/13/1995	2070491	06/10/1997
Specialized Bicycle Components, Inc.	GROUND CONTROL	25	74/172168	06/03/1991	1784191	07/27/1993
Specialized Bicycle Components, Inc.	GROUND CONTROL	12	73/580368		1408388	09/09/1986
Specialized Bicycle Components, Inc.	GROUND MASTER	12	74/632125	02/09/1995	2053270	04/15/1997
Specialized Bicycle Components, Inc.	GROUND ZERO	12	74/587995	10/20/1994	2044325	03/11/1997
Specialized Bicycle Components, Inc.	HARDLOCK	06	74/704706	07/24/1995	2089704	08/19/1997
Specialized Bicycle Components, Inc.	HARDPACK	12	73/719697	03/30/1988	1508045	10/11/1988
Specialized Bicycle Components, Inc.	HARDROCK (Stylized)	12	73/606731	06/27/1986	1496690	07/19/1988
Specialized Bicycle Components, Inc.	HOTROCK	12	74/521846	05/03/1994	1885965	03/28/1995
Specialized Bicycle Components, Inc.	INNOVATE OR DIE	12	76/013623	03/29/2000		
Specialized Bicycle Components, Inc.	M2	12	74/201470	09/09/1991	1706566	08/11/1992
Specialized Bicycle Components, Inc.	M3	12	75/471335	04/21/1998		
Specialized Bicycle Components, Inc.	M4	12	75/471126	04/21/1998		
Specialized Bicycle Components, Inc.	M5	12	75/471826	04/21/1998		
Specialized Bicycle Components, Inc.	MISC DESIGN (KIDS ICON)	12	74/681436	05/30/1995	2062020	05/13/1997
Specialized Bicycle Components, Inc.	MOUNTAIN MAN	09	74/695679	06/27/1995	2056133	04/22/1997
Specialized Bicycle Components, Inc.	NIMBUS	12	73/510181	11/23/1984	1340590	06/11/1985
Specialized Bicycle Components, Inc.	RIB CAGE	12	74/565718	08/25/1994	1921857	09/26/1995
Specialized Bicycle Components, Inc.	ROCKHOPPER	12	73/485336	06/15/1984	1323102	03/05/1985
Specialized Bicycle Components, Inc.	ROGER MINKOW	12	75/747479	07/09/1999		
Specialized Bicycle Components, Inc.	S (Stylized)	25	73/719028	03/28/1988	1515498	12/06/1988
Specialized Bicycle Components, Inc.	S (Stylized)	12	73/395852	09/30/1982	1256797	11/08/1983

Specialized Bicycle Components, Inc.	S (Stylized) WORKS	12	74/213746	10/21/1991	1709918	08/25/1992
Specialized Bicycle Components, Inc.	SEQUOIA	12	73/395857	09/30/1982	1264883	01/24/1984
Specialized Bicycle Components, Inc.	SHOCKROCK (Stylized)	12	74/522886	05/03/1994	1940549	12/12/1995
Specialized Bicycle Components, Inc.	SIRIUS	12, 00	73/302730	03/25/1981	1191639	03/09/1982
Specialized Bicycle Components, Inc.	SIRRUS (Stylized)	12	73/712816	02/22/1988	1558922	10/03/1989
Specialized Bicycle Components, Inc.	SLICKROCK	12	73/719696	03/30/1988	1512603	11/15/1988
Specialized Bicycle Components, Inc.	SOFTOP	21	75/418695	01/09/1998	2225788	02/23/1999
Specialized Bicycle Components, Inc.	SPECIALIZED	12	73/330443	09/30/1981	1378009	01/14/1986
Specialized Bicycle Components, Inc.	SPECIALIZED	09	73/745320	08/11/1988	1529532	03/14/1989
Specialized Bicycle Components, Inc.	SPEED ZONE	09	74/139409	02/15/1991	1722924	10/06/1992
Specialized Bicycle Components, Inc.	SPORTROCK	12	74/484465	01/27/1994	1932244	10/31/1995
Specialized Bicycle Components, Inc.	STUMPJUMPER	12, 35	73/474260	04/09/1984	1311013	12/25/1984
Specialized Bicycle Components, Inc.	STUMPJUMPER (Stylized)	12	73/395856	09/30/1982	1309903	12/18/1984
Specialized Bicycle Components, Inc.	THUNDER MOUNTAIN	12	74/705175	07/24/1995	2062086	05/13/1997
Specialized Bicycle Components, Inc.	TOURING TURBO	12	73/330434	09/30/1981	1205390	8/17/1982
Specialized Bicycle Components, Inc.	TRANSITION	12, 28	74/163272	05/03/1991	1726594	10/20/1992
Specialized Bicycle Components, Inc.	TREAD DESIGN LOGO	21	73/510295	11/23/1984	1374703	12/10/1985
Specialized Bicycle Components, Inc.	TRI-CROSS	12	73/410305	01/21/1983	1269133	03/06/1984
Specialized Bicycle Components, Inc.	TURBO	12	73/483624	06/04/1984	1441993	06/09/1987
Specialized Bicycle Components, Inc.	TURBO/S	12	73/483625	06/04/1984	1440534	06/26/1987
Specialized Bicycle Components, Inc.	UMMA GUMMA	12	74/353751	01/29/1993	1834566	05/03/1994

TRADEMARK SECURITY AGREEMENT

WHEREAS, SPECIALIZED BICYCLE COMPONENTS, INC., a California corporation (the "Grantor"), has entered into an Amended and Restated Multicurrency Credit Agreement dated as of April 1, 2000 (the "Loan Agreement") with SBC (UK) Limited, Specialized Bicycle Components Canada, Inc., Specialized Europe B.V. (together with the Grantor, collectively the "Borrowers"), Bank of America, N.A., as Administrative Agent (the "Agent") for the financial institutions party thereto (collectively, the "Lenders"), Bank of America, N.A., as U.S. Agent, UK Agent, Netherlands Agent and Issuing Lender, and Bank of America Canada, as Canadian Agent and Canadian Accepting Lender, pursuant to which the Lenders have agreed to make loans and provide other financial accommodations to the Borrowers subject to the terms and conditions set forth therein;

WHEREAS, pursuant to the terms of the Loan Agreement, the Grantor has granted to the Agent a security interest in all of the personal property of the Grantor to secure the payment and performance of the Indebtedness (as such term is defined below), which personal property includes without limitation all right, title and interest of the Grantor in, to and under any of the following, whether now owned or hereafter acquired (collectively, the "Trademarks"): (a) all trademarks, service marks, logos, and all United States, state and/or foreign applications for registration and registrations thereof, all trade names, trade styles, designs, and the like, all elements of package or trade dress of goods, the goodwill of the Grantor's business connected with the use of, and symbolized by any of the above, and all property of the Grantor necessary to produce any products sold under any of the above, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, including without limitation all of the trademarks listed in Schedule A attached hereto (as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired); (b) renewals, modifications, amendments, re-issues, diversions, continuations in whole or in part, and extensions of any of the foregoing property; and (c) all proceeds in respect of any of the foregoing;

WHEREAS, for purposes of this Agreement, "Indebtedness" shall mean all loans and advances made by the Lenders to the Grantor or any other Borrower and all obligations and liabilities of the Grantor and each and every Borrower to the Agents and the Lenders, whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether due or not due, whether joint or several, whether absolute or contingent (including but not limited to obligations of the Grantor or any Borrower as a guarantor of the indebtedness of another), and whether incurred directly or acquired by any such Agent or Lender by assignment or otherwise; and

WHEREAS, the address of the Agent is Bank of America, N.A., Commercial Agency Management, WA1-501-37-20, 800 Fifth Avenue, Floor 37, Seattle, Washington 98104-3185.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned hereby agree as follows:

1. The Grantor hereby grants to the Agent, together with its successors and assigns, for security pursuant to the terms of and in connection with the Loan Agreement and related documents, a continuing security interest in all right, title and interest of the Grantor in and to the following (all of the following items or types of property being collectively referred to herein as the "Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation each Trademark referred to in Schedule A annexed hereto;

(ii) each Trademark license, including without limitation each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including without limitation any claim by the Grantor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

2. The Grantor agrees that if any person, firm, corporation or other entity shall do or perform any acts which the Agent believes constitute an infringement of any Trademark, or violate or infringe any right of the Grantor or the Agent therein or if any person, firm, corporation or other entity shall do or perform any acts which the Agent believes constitute an unauthorized or unlawful use thereof, then and in any such event, the Agent may and shall have the right to take such steps and institute such suits or proceedings as the Agent may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties, but the Agent shall not be obligated to do any of the foregoing. The Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Grantor or in the names of the parties jointly.

3. The Grantor hereby irrevocably constitutes and appoints the Agent as its lawful attorney-in-fact to do all acts and things permitted or contemplated by the terms hereof and pursuant to the aforesaid Loan Agreement, which appointment shall be deemed coupled with an interest and irrevocable.

4. This Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Agent with respect to the Collateral

made and granted hereby are subject to, and more fully set forth in, the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE.

IN WITNESS WHEREOF, this Agreement has been duly executed as of April 1, 2000.

SPECIALIZED BICYCLE COMPONENTS, INC., a California corporation

By: _____

Title: President & CEO

TRADEMARK
REEL: 002161 FRAME: 0025

State of California)
) ss.
County of Santa Clara)

On September 11, 2000, before me, Lori Grande, Notary Public, personally appeared Michael W. Sinyard, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

LORI GRANDE
Commission # 1189500
Notary Public - California
Santa Clara County
My Comm. Expires Jul 9, 2002

(SEAL)

SCHEDULE A

TRADEMARKS

Registrant Name	Mark	Classes	App. #	App. Date	Reg. #	Reg. Date
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Specialized Bicycle Components, Inc.	RIB CAGE	12	74/565718	08/25/1994	1921857	09/26/1995
Specialized Bicycle Components, Inc.	ROCKHOPPER	12	73/485336	06/15/1984	1323102	03/05/1985
Specialized Bicycle Components, Inc.	ROGER MINKOW	12	75/747479	07/09/1999		
Specialized Bicycle Components, Inc.	S (Stylized)	25	73/719028	03/28/1988	1515498	12/06/1988
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Specialized Bicycle Components, Inc.	SHOCKROCK (Stylized)	12	74/522886	05/03/1994	1940549	12/12/1995
Specialized Bicycle Components, Inc.	SIRIUS	12, 00	73/302730	03/25/1981	1191639	03/09/1982
Specialized Bicycle Components, Inc.	SIRRUS (Stylized)	12	73/712816	02/22/1988	1558922	10/03/1989
Specialized Bicycle Components, Inc.	SLICKROCK	12	73/719696	03/30/1988	1512603	11/15/1988
Specialized Bicycle Components, Inc.	SOFTOP	21	75/418695	01/09/1998	2225788	02/23/1999
Specialized Bicycle Components, Inc.	SPECIALIZED	12	73/330443	09/30/1981	1378009	01/14/1986
Specialized Bicycle Components, Inc.	SPECIALIZED	09	73/745320	08/11/1988	1529532	03/14/1989
Specialized Bicycle Components, Inc.	SPEED ZONE	09	74/139409	02/15/1991	1722924	10/06/1992
Specialized Bicycle Components, Inc.	SPORTROCK	12	74/484465	01/27/1994	1932244	10/31/1995
Specialized Bicycle Components, Inc.	STUMPJUMPER	12, 35	73/474260	04/09/1984	1311013	12/25/1984
Specialized Bicycle Components, Inc.	STUMPJUMPER (Stylized)	12	73/395856	09/30/1982	1309903	12/18/1984
Specialized Bicycle Components, Inc.	THUNDER MOUNTAIN	12	74/705175	07/24/1995	2062086	05/13/1997
Specialized Bicycle Components, Inc.	TOURING TURBO	12	73/330434	09/30/1981	1205390	8/17/1982
Specialized Bicycle Components, Inc.	TRANSITION	12, 28	74/163272	05/03/1991	1726594	10/20/1992
Specialized Bicycle Components, Inc.	TREAD DESIGN LOGO	21	73/510295	11/23/1984	1374703	12/10/1985
Specialized Bicycle Components, Inc.	TRI-CROSS	12	73/410305	01/21/1983	1269133	03/06/1984
Specialized Bicycle Components, Inc.	TURBO	12	73/483624	06/04/1984	1441993	06/09/1987
Specialized Bicycle Components, Inc.	TURBO/S	12	73/483625	06/04/1984	1440534	06/26/1987
Specialized Bicycle Components, Inc.	UMMA GUMMA	12	74/353751	01/29/1993	1834566	05/03/1994

SCHEDULE B

TRADEMARK LICENSES

1.	Settlement Agreement between Hard Rock Café Licensing Corp. and Specialized Bicycle Components, Inc. regarding use of HARDROCK
2.	Settlement and License Agreement between Specialized Bicycle Components, Inc., Rockshox, Inc., and Steve Simons (re: ROCKSHOX)
3.	License and Settlement Agreement between First Brands Properties, Inc. and Specialized Bicycle Components, Inc. (re: RACERS EDGE)
4.	Consent Agreement by and between Specialized Bicycle Components, Inc. and Bell Sports, Inc. (re: BRAINLOCK)
5.	Letter Agreement between Fila Sport, S.P.A. and Fila U.S.A., Inc. (collectively) and Specialized Bicycle Components, Inc. (re: F)
6.	Consent Agreement with Bell Sports re: EXPEDITION
7.	Consent Agreement with BMW re: M2, M3, M4 & M5 marks
8.	Trademark License Agreement between Troxel Cycling & Fitness and Specialized Bicycle Components, Inc. (re: ENDURO)
9.	License Agreement between Maeda Industries, LTD. and Specialized Bicycle Components, Inc. (re: XC)

RECORDED: 09/26/2000

TRADEMARK
REEL: 002161 FRAME: 0029