

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner of Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513, on November 14, 2000

FORM PTO-1618A

12-06-2000



101540534

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Kathleen Holata
(Signature)
Kathleen T. Holata

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 11-16-00
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other _____
- Effective Date
Month Day Year
09 01 00

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Dynacraft Industries, Inc.

09 01 00

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Massachusetts

Receiving Party

Mark if additional names of receiving parties attached

Name Razor USA LLC

DBA/AKA/TA _____

Composed of _____

Address (line 1) 16032 Carmenita Road

Address (line 2) _____

Address (line 3)

Cerritos

City

California

State/Country

90703

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002187 FRAME: 0913

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

David S. Shukan

11/13/00

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of September 1, 2000 ("Effective Date") by and between Dynacraft Industries, Inc., a Massachusetts corporation, with its principal place of business at 2550 Kerner Blvd., San Rafael, California 94901 ("Assignor"), and Razor USA LLC, a Delaware corporation, with its principal place of business at 16032 Carmenita Road, Cerritos, California 90703 ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all rights in the trademark "RAZOR X," all colorable variations thereof, and the associated United States trademark registration No. 2,311,177 (collectively, the "Mark"), together with the goodwill of the business associated therewith.

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

1. Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title, and interest in and to the Mark, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Mark.

3. Assignor represents and warrants that: (i) it is the sole owner of all rights in the Mark, and has the full right and ability to enter into this Agreement; (ii) the Mark has been in continuous use in interstate commerce, on at least bicycles and bicycle parts, since at least as early as August 1, 1998; (iii) to the best of its knowledge, no person or entity has ever claimed or presently claims that the Mark is invalid or subject to a successful challenge, or that the Mark or the use thereof infringes upon the rights of any person or entity; (iv) it has no other registrations or applications, domestic or foreign, concerning or relating to the Mark other than the U.S. Registration identified above; (v) the Mark is not subject to any contracts, liens, or encumbrances by or with any third party or parties; (vi) all statements made in the Declaration of Jerome A. Berman dated September 1, 2000, provided to Assignee and making reference to the RAZOR X trademark, are true, and such statements and their truthfulness and correctness are material to the consideration paid for this Assignment; and (vii) Assignor has never made any misrepresentation to the Patent and Trademark Office in connection with the Mark, or its registration or the application therefor, and is not aware of anything that renders or might render the Mark, or its registration, void, voidable, cancelable, invalid, or unenforceable.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

DYNACRAFT INDUSTRIES, INC.

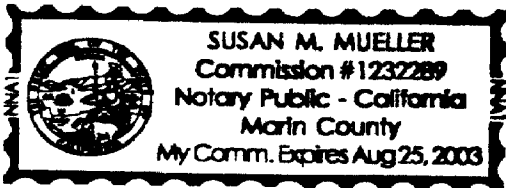
RAZOR USA LLC

Name: *Jerome A. Berman*
 Title: *President*

Name: *Carl Calvin*
 Title: *President*

STATE OF CALIFORNIA)
) SS.
 COUNTY OF MARIN)

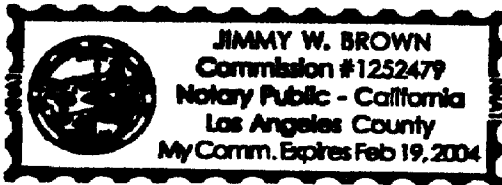
On this 1st day of September, there appeared before me *Jerome A. Berman*, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Dynacraft Industries, Inc.



Susan M. Mueller
 Notary Public

STATE OF)
) SS.
 COUNTY OF)

On this 21st day of September, there appeared before me *CARLTON F. CALVIN*, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Razor USA LLC.



Jimmy W. Brown
 Notary Public