

12-14-2000



101550195

8.11.00

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

1. Name of conveying party(ies):

WESTERN STATES IMPORT COMPANY, INC.

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

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Dates:

1) February 4, 1999 3) _____
2) _____ 4) _____

2. Name and address of receiving party:

Name: THE DERBY CYCLE CORPORATION

Internal Address: _____

Street Address: 22710 - 72ND AVENUE SOUTHCity: KENT State: WA ZIP: 98032

☐ Individual(s) citizenship _____
☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation - State ☐ DELAWARE
☐ 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

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

B. Trademark Registration No(s).

1,609,704; 1,835,374Additional numbers attached? ☐ Yes ☒ No

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

Name: R. J. BAYNHAMInternal Address: SEED INTELLECTUAL
PROPERTY LAW GROUP PLLCStreet Address: 701 FIFTH AVENUE, SUITE 6300City: SEATTLE State: WA ZIP: 98104-70926. Total number of applications and registrations involved: 27. Total Fee (37 CFR 3.41): \$ 65.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

19-1090

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

09/12/2000 BMEUYEN 00000273 1609704

01 FC:461
02 FC:46240.00 00
25.00 00

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.

R. J. BAYNHAM

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 9

THIS ASSIGNMENT is dated

and made

BETWEEN:

- (1) WESTERN STATES IMPORT COMPANY INC. a company incorporated in California, USA whose principal/registered office is at 4030 Via Pescador, Camarillo, CA 93612-5008 (the "Assignor"); and
- (2) THE DERBY CYCLE CORPORATION a company incorporated in the state of Delaware, USA whose principal/registered office is at 22710 72nd Avenue South, Kent, Washington, WA 98032, United States of America (the "Assignee").

W H E R E A S :

- (A) The Assignor is the beneficial owner of and the registered proprietor of or applicant for the trade marks listed in the Schedule hereto ("the Trade Marks").
- (B) The Assignor has agreed to assign all its right title and interest in and to the Trade Marks to the Assignee for the consideration hereinafter mentioned.

NOW THIS ASSIGNMENT WITNESSETH as follows :

1. In consideration of the sum of US\$1 now paid by the Assignee to the Assignor (the receipt of which sum the Assignor hereby acknowledges) the Assignor HEREBY ASSIGNS with full title guarantee to the Assignee absolutely free from all liens, charges, security interests and/or encumbrances whatsoever all its right title and interest in and to the Trade Marks including the benefit of the applications for registration with the intention that when the applications are granted the registrations will vest in the Assignee and including any common law rights and all the goodwill attaching to the Trade Marks.
2. The Assignment hereby effected shall include the right for the Assignee to bring proceedings against any third party in respect of the Trade Marks (including proceedings against any third party for infringement of the Trade Marks or for passing off or for otherwise infringing the rights of the Assignor in the Trade Marks). The Assignor hereby agrees and undertakes to render to the Assignee (at its request) all such assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Trade Marks and the Assignee shall indemnify the Assignor in respect of all costs and expenses (including reasonable legal costs) actually incurred by it in providing the Assignee with such assistance.
3. The Assignor hereby covenants that at the cost and request of the Assignee at any time and from time to time it will execute such deeds or documents and do such acts or things and provide such assistance as may, in each case, be necessary or desirable

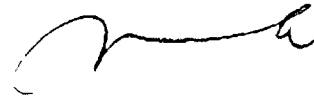
to give effect to this Assignment including, in particular, executing confirmatory assignments in such form as the Assignee may reasonably require for the purpose of recording/registering the assignment hereby effected at any registry.

4. This Assignment shall be governed by and construed in accordance with English Law and the parties hereto submit to the exclusive jurisdiction of the English courts.
5. This Assignment may be executed in any number of counterparts each of which shall be deemed an original, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF this Assignment has been executed the day and year first above written

Signed by duly
authorised for and on behalf of
WESTERN STATES IMPORT
COMPANY INC
in the presence of:

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)
)
)



Signed by duly
authorised for and on behalf of
THE DERBY CYCLE CORPORATION
in the presence of:

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)
)

08 JAN 1999 D9/246739_1(0010*8)

Country	Mark	Class	(Application No.)/ Registration No.
Taiwan	Avenir	12	324800
Taiwan	Avenir	18	326067
United States	Ignitor	12	2,155,016
United States	Interval	12	1,646,783
United States	Lakeside	12	1,984,059
United States	Le Mans	12	1,083,920
United States	Lil'one	12	2,154,973
United States	Lil'one	12	1,498,541
United States	Outlook	12	2,155,015
United States	Parkway	12	1,981,085
United States	Photon	12	1,658,928
United States	Preference	28	1,704,322
United States	Reactor	12	1,519,752
United States	Recoil	12	1,609,704
United States	Sandstreak	12	1,330,785
United States	Silver Streak	12	1,248,873
United States	Sorrento	12	1,704,795
United States	Tailwhip	12	1,704,806

Country	Mark	Class	(Application No.)/ Registration No.
United States	Topanga	12	1,985,212
United States	Tour Mate	12	1,318,952
United States	Viper	12	1,274,259
United States	Comfort Plus	12	1,925,348
United States	Avenir	6, 9, 12, 25, 28	1,398,237
United States	Apex	12	2,094,016
United States	Formula 1 (Stylized)	12	1,310,988
United States	Dual Response	12	1,984,060
United States	Diamondback Trademark	12	2,149,275
United States	Diamondback Trademark	9	2,149,272
United States	Diamond Back	12	1,835,374
United States	Diamond Back	12	1,269,116
United States	Crestview	12	2,149,502
United States	A.P.B	12	1,340,566

THIS ASSIGNMENT is dated

and made

BETWEEN:

- (1) **WESTERN STATES IMPORT COMPANY INC.** a company incorporated in California, USA whose principal/registered office is at 4030 Via Pescador, Camarillo, CA 93612-5008 (the "Assignor"); and
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NOW THIS ASSIGNMENT WITNESSETH as follows :

1. In consideration of the sum of US\$1 now paid by the Assignee to the Assignor (the receipt of which sum the Assignor hereby acknowledges) the Assignor **HEREBY ASSIGNS** with full title guarantee to the Assignee absolutely free from all liens, charges, security interests and/or encumbrances whatsoever all its right title and interest in and to the Trade Marks including the benefit of the applications for registration with the intention that when the applications are granted the registrations will vest in the Assignee and including any common law rights and all the goodwill attaching to the Trade Marks.
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to give effect to this Assignment including, in particular, executing confirmatory assignments in such form as the Assignee may reasonably require for the purpose of recording/registering the assignment hereby effected at any registry.

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Signed by duly
authorised for and on behalf of
WESTERN STATES IMPORT
COMPANY INC
in the presence of:

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)

Signed by duly
authorised for and on behalf of
THE DERBY CYCLE CORPORATION
in the presence of:

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)
)

Richard A. Smith

08 JAN 1999 D9/246739_1(001078)



2JB
UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

OCTOBER 25, 2000

PTAS

SEED INTELLECTUAL PROPERTY LAW GRP PLLC
R.J. BAYNHAM
701 FIFTH AVENUE, SUITE 6300
SEATTLE, WA 98104-7092



101455532A

RESUBMIT ASSIGNMENT
NOV. 25, 2000

ENTERED IN DOCKET

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 101455532

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND ~~FOUND NON-RECORDABLE~~ BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. AN EXECUTION DATE MUST BE INDICATED FOR EACH CONVEYING PARTY.

KIMBERLY WHITE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

RECEIVED

NOV 03 2000

SEED INTELLECTUAL PROPERTY
LAW GROUP, PLLC

RECORDED: 08/11/2000

TRADEMARK
REEL: 002191 FRAME: 0335