

01-03-2001



101569865

To the Honorable Commissioner of Patents and Trademarks. Please record the attached

1. Name and Address of Conveying Party(ies):

Answer Products, Inc.
21021 Soledad Canyon Rd.
Santa Clarita, CA 91351



12-06-2000

U.S. Patent & TMO/TM Mail Rpt. Dt. #31

<input type="checkbox"/>	Individual(s)
<input type="checkbox"/>	Association
<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Limited Partnership
<input checked="" type="checkbox"/>	Corporation -- State: California
<input type="checkbox"/>	Other:
Additional Name(s) of Conveying Party(ies) Attached	

MLP 12-16-00

2. Name and Address of Receiving Party(ies):

Lacy Distribution, Inc.
54 Monument Circle
Indianapolis, IN 45204-2942

<input type="checkbox"/>	Individual(s)
<input type="checkbox"/>	Association
<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Limited Partnership
<input checked="" type="checkbox"/>	Corporation -- State: Indiana
<input type="checkbox"/>	Other:
Additional Name(s) of Receiving Party(ies) Attached	
Assignee is not domiciled in the United States, a Domestic Representative Designation is Attached.	

3. Nature of Conveyance:

<input checked="" type="checkbox"/>	Assignment
<input type="checkbox"/>	Security Agreement
<input type="checkbox"/>	Merger
<input type="checkbox"/>	Change of Name
<input type="checkbox"/>	Other:

Execution Date: August 2, 2000

4. Application Number(s) or Registration Number(s):

A. Trademark Application No.(s) *

B. Trademark Registration No.(s) *

* See attached Schedule A

5. Name and Address of Party to Whom Correspondence Concerning Documents Should Be Mailed:

Kay Lyn Schwartz
Gardere Wynne Sewell LLP
1601 Elm Street, Suite 3000
Dallas, Texas 75201

214-999-4702 - Telephone
214-999-4667 - Facsimile

6. Total Number of Applications and Registrations Involved: 5

7. Total Fee (37 CFR 3.41): \$ 125.00

<input type="checkbox"/>	Previously submitted/ Doc. ID 101462441
<input type="checkbox"/>	Authorized to be Charged to Deposit Account
<input type="checkbox"/>	Charge Any Deficiencies to Deposit Account

8. Deposit Account Number: 07-0153

9. Statement and Signature:

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

Kay Lyn Schwartz

Kay Lyn Schwartz, Reg. No. 39,020
December 6, 2000 Date

Certificate of Mailing
I hereby certify that this Recordation Form Cover Sheet, together with the attached Assignment, is being deposited with the U.S. Postal Service as Express Mail in an envelope addressed to the Commissioner for Patents and Trademarks, Washington, DC 20231 on: December 6, 2000 Date
Cathy Grzesiak

Cathy Grzesiak

Mail To: Commissioner of Patents and Trademarks,
Box ASSIGNMENTS, Washington, D.C. 20231

Total # of Pages Including This Cover Sheet: 8

EXHIBIT A

<u>Mark</u>	<u>Reg. No.</u>	
ANSWER	1,868,002	88481-73
ANSWER	1,349,539	88481-74
THE FANG TREE and design	1,955,407	88481-82
POSILINK	2,034,375	88481-89
PRO TAPER	2,277,577	88481-195

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") dated this 2nd day of August, 2000, is by and between ANSWER PRODUCTS, INC., a California corporation, (hereinafter referred to as "Assignor") and LACY DISTRIBUTION, INC., an Indiana corporation, (hereinafter referred to as "Assignee");

WHEREAS, this Assignment supersedes the Trademark Assignment dated December 28, 1999 between the Assignor and Tucker-Rocky Corporation, a Delaware corporation and the trademark portion of the Patent and Trademark License Agreement dated January 11, 2000 between Assignor and Ed Tucker Distributor, Inc. d/b/a Tucker-Rocky Distributing, a Texas corporation;

WHEREAS, Assignor has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of various trademarks identified in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, domain name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademarks");

WHEREAS, Assignor has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of various trademark applications and registrations listed in Schedule B, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, domain name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Registrations");

WHEREAS, Assignor has acquired goodwill associated with and symbolized by the Trademarks and Registrations and has not abandoned them;

WHEREAS, Assignee is desirous of acquiring all rights, title, and interest in and to the Trademarks and Registrations owned by Assignor; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title, and interest as Assignor may possess in and to the Trademarks and Registrations;

NOW, THEREFORE, for good and adequate consideration of \$1.00 (one-dollar), the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and sells to Assignee all rights, title, and interest as Assignor may possess in and to the Trademarks and Registrations; together with the goodwill symbolized by said Trademarks and Registrations, and in and to all income, royalties, damages, claims and payment now or hereafter due or payable with respect hereto, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action in law or in equity for past, present or future infringement of said Trademarks and Registrations, and to all rights corresponding to the foregoing throughout the world, except that Answer maintains the right in and to all causes of action, either in law or in equity, for past, present or future infringement of said Trademarks and Registrations insofar as they relate exclusively to bicycles.

[SIGNATURES ON NEXT PAGE]

ANSWER PRODUCTS INCORPORATED,
a California corporation

By: [Signature]
Its: VP. PRODUCTS
Date: 8/2/00

LACY DISTRIBUTION, INC.,
an Indiana corporation

By: [Signature]
Its: VP FINANCE/CFO
Date: 8/2/00

TUCKER-ROCKY CORPORATION,
a Delaware corporation

By: Elizabeth G. McKee
Its: Treasurer
Date: 8/2/00

ED TUCKER DISTRIBUTOR, INC.,
d/b/a TUCKER-ROCKY DISTRIBUTING,
a Texas corporation

By: [Signature]
Date: 8/3/00

TRADEMARK ASSIGNMENT
SCHEDULE A

1. ALUMILITE

2. ANSWER

3.

ANSWER

4.



5.



6. ANSWER BMX

7. ANSWER PRODUCTS

8. ANSWER PRODUCTS & LOGO

9.



10. POSI-LINK

11. PRO TAPER

12.

PRO TAPER

13.





PRO TAPER



14. THE FANG TIRE

15.



**TRADEMARK ASSIGNMENT
SCHEDULE B**

Country	Mark	Appl. No.	Reg. No.
Australia	ANSWER	Not Available	668412
Australia	ANSWER	Not Available	668413
Australia	ANSWER PRODUCTS & LOGO	Not Available	374108
Australia	ANSWER PRODUCTS & LOGO	Not Available	374110
China	ANSWER	960034814	Application Pending
European Community	ANSWER	Not Available	97279
France		147246	1641894
Germany	ANSWER	504048	39504048
Germany		A54104	2062787
Italy	ANSWER	951233	723572
Italy		8922843	558523
Japan	ANSWER	7-72302	4311007
Japan	ANSWER	7-723-03	Application Pending
Japan	ANSWER	7-72304	4030354
Paraguay	ANSWER	9617496	203452
Spain	ANSWER	1641402	1641402
Taiwan	ANSWER	(86) 12024	797769
United States	ANSWER	74/429,599	1,868,002
United States	ANSWER	73/477,993	1,349,539
United States		75/467,458	2,277,577

United States		75/171,944	1,740,563
United States		74/555,455	1,955,407
United States	POSI-LINK	74/658,058	2,034,375