

02-26-2001

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



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of Pat

101619464

ached original documents or copy thereof.

10.26.01

1. Name of conveying party(ies):

First Security Bank

- Individual(s) Association
General Partnership Limited Liability
Corporation Other

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

2. Name and address of receiving party(ies):

Name: Pacific Cycle, LLC
Internal Address: 4311 Triangle Street
City: McFarland State: Wisconsin Zip: 53558

- 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

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

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: December 29, 2000

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,919,567 1,619,712 2,472,707

Additional numbers attached? Yes No

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

Name: VEDDER,PRICE, KAUFMAN & KAMMHOLZ

Attention: Tammy S. Settle

Internal Address:

Street Address: 222 North LaSalle Street Suite 2600

City: Chicago State: IL ZIP: 60601

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 (Any Deficiencies)

8. Deposit account number: 22-0259

(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.

Tammy S. Settle
Name of Person Signing

Signature

February 19, 2001
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

02/26/2001 GT0N11 00000168 1919567

01 FC:481 40.00 OP
02 FC:482 50.00 OP

TRADEMARK
REEL: 002240 FRAME: 0001

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks is made as of December¹⁹, 2000 by First Security Bank, National Association, as Trustee, having an office at 79 South Main Street, Salt Lake City, Utah 84111 ("Lender").

WHEREAS, Pacific Cycle, LLC, a Delaware limited liability company with its principal place of business at 4311 Triangle Street, McFarland, WI 53558 (the "Borrower") owns the trademarks listed on Exhibit A attached hereto ("Listed Trademarks"), which trademarks are registered in the United States Patent and Trademark Office (the "Office"); and

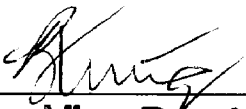
WHEREAS, the Borrower has granted to Lender a security interest in (i) all of its trademarks and trademark applications, including but not limited to the Listed Trademarks, and the registrations thereof, and (ii) associated business goodwill therein, all as described in that certain Trademark Agreement dated as of June 10, 1998, executed by the Borrower and previously filed for the record in the Office on June 12, 1998 at Trademark Reel No. 1741, Frame No. 0557 ("Trademark Agreement"); and

WHEREAS, Lender has at the Borrower's request agreed to release its security interest in all of the Borrower's trademarks, including Listed Trademarks, and the registrations thereof and the associated business goodwill therein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby releases its security interest in all of the Borrower's trademarks and trademark applications, including the Listed Trademarks, and the registrations thereof and the associated business goodwill therein and to any other rights it might have arising out of the Trademark Agreement.

Lender hereby undertakes and agrees to do such things and to execute such further lawful documents, assurances, applications and other instruments as may be required to give effective legal, registered and unencumbered title to the Borrower in and to the trademarks and trademark applications, including but not limited to the Listed Trademarks and the registrations thereof all without further considerations.

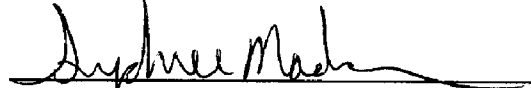
FIRST SECURITY BANK, NATIONAL
ASSOCIATION, *as Collateral Trustee*

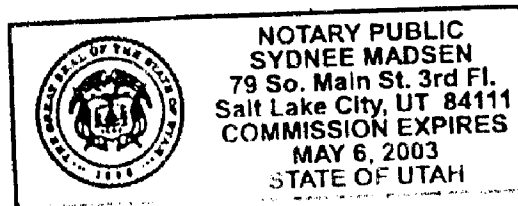
By: 
Its: **Vice President**

STATE OF Utah)
) SS.
COUNTY OF Salt Lake

I, Sydnee Madsen, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Brett R. King as Vice President of First Security Bank, National Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29 day of December, 2000.


Notary Public



SCHEDULE A
to Trademark and License Security Agreement

REGISTERED U.S. TRADEMARKS

- | | | |
|----|--------------------|---|
| 1. | PACIFIC CYCLE, USA | Registered September 19, 1995; Registration # 1919567 |
| 2. | PACIFIC | Registered September 18, 1990; Registration # 1613712 |
| 3. | design | Registered July 14, 1998; Registration # 2172707 |

TRADEMARK APPLICATIONS

None.