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Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____

Merger

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name CANNONDALE CORPORATION

6-30-97

Formerly _____

2015507

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization CT

Receiving Party

Mark if additional names of receiving parties attached

Name DAVEDAN, INC

DBA/AKA/TA _____

Composed of _____

Address (line 1) 75 WEST LANE

Address (line 2) _____

Address (line 3) RIDGEFIELD

CT

State/Country

06877

Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other _____

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.)

Citizenship/State of Incorporation/Organization CT

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

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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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="2015507"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

TONYA CHAPPLE

Tonya Chapple

3-30-01

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF TRADEMARK

WHEREAS, CANNONDALE CORPORATION (hereinafter called "Assignor"), is the owner of the trademark "Dirt Camp" for use in connection with mountain biking camps and merchandise associated therewith (the "Trademark"); and

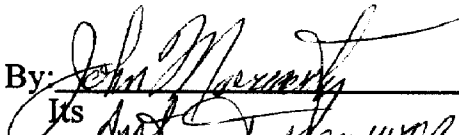
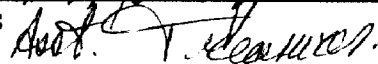
WHEREAS, Assignor has entered into an Asset Purchase Agreement dated as of June 30, 1997, by and among the Assignor, Dirt Camp, Inc. ("Dirt Camp"), a wholly owned subsidiary of Assignor and DAVEDAN, INC., a Connecticut corporation (hereinafter called "Assignee"), whereby Assignor and Dirt Camp have agreed to transfer to Assignee certain assets relating to the business of operating recreational mountain biking camps, which assets include the Trademark.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged:

1. Assignor does hereby SELL, ASSIGN, TRANSFER and SET OVER unto Assignee TO HAVE AND TO HOLD FOREVER, all right, title and interest in and to the Trademark (all versions, including stylized and block text), together with the goodwill of the business symbolized thereby, and the right to sue and collect damages for past infringement thereof, and the registrations and applications to register the Trademark listed in Exhibit A hereto.
2. Assignor hereby agrees to execute, or cause to be executed, any and all further instruments, documents, agreements and affidavits which may be necessary or desirable to vest, perfect, maintain or defend the interest of Assignee, its successors and assigns, in and to the Trademark, and to cooperate fully with Assignee, at Assignee's expense, in the prosecution of any claims for past infringement of the Trademark, including but not limited to participating as a named plaintiff, if necessary.
3. This Assignment and the covenants and agreements herein contained shall inure to the benefit of Assignee and its successors and assigns, and shall be binding upon Assignor, and its successors and assigns.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of the 30th day of June, 1997.

CANNONDALE CORPORATION

By: 
Its 

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD)

ss.

The foregoing instrument was acknowledged before me this 30th day of June, 1997 by John Monarty of Cannondale Corporation, a Delaware corporation, on behalf of the corporation.

Margaret Callahan
Notary Public

My Commission Exp. Apr. 30, 2002

Exhibit A

<u>Country</u>	<u>Mark Classes</u>	<u>Goods/Services</u>	<u>Ser. No. Filed</u>	<u>Reg. No. Dated</u>	<u>Renewal</u>	<u>Status</u>
Australia	DIRT CAMP & Design 41	Operating recreational camps	711757 07/01/96			Pending
European Community	DIRT CAMP & Design 39 41 42	39: organization of journeys, travel organization 41: organizing and operation of recreational events and camps 42: reservation of accommodation like hotelling	251249 05/06/96			Pending
Japan	DIRT CAMP & Design 41	Operating recreational camps	08071238 06/27/96			Pending
New Zealand	DIRT CAMP & Design 41	Entertainment, education and training services relating to sporting activities, services relating to the operation of sports and recreational camps	263966 06/26/96			Pending
United States	DIRT CAMP & Design 41	Sport camps for bicycling enthusiasts	75/035271 11/29/95	2015507 11/12/96	11/12/06	Registered

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