FORM PTO-1618A Expires 06/30/99 OMB 0951-0027

05-07-2001



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

101704101 RECORDATION FORM COVER SHEET

61		
4	4	í
20.00		,

TRADEMARKS ONLY						
TO: The Commissioner of Patents and Trademarks: Please record the attached original documents (s) or copy(ies).						
Submission Type Conveyance Type						
□ New □ Assignment □ License						
Resubmission (Non-Recordation) Security Agreement Nunc Pro Tunc Assignment Document ID # Effective Date Correction of PTO Error Month Day Year						
Reel # Change of Name 10 05 2000 X Corrective Document Reel # 002194 Frame # 0832 X Other Change of Address						
Conveying Party Mark if additional names of conveying parties attached Effective						
Name SRAM CORPORATION Month Day Year 10 05 2000						
Formerly						
☐ Individual ☐ General Partnership ☐ Limited Partnership X Corporation ☐ Association						
Other						
X Citizenship/State of Incorporation/Organization						
Receiving Party Mark if additional names of conveying parties attached						
Name Bank of America, N.A., as Agent						
DBA/AKA/TA						
Composed of						
Address (line 1) 231 S. La Salle						
Address (line 2) Floor 16						
Address (line 3) Chicago Illinois/U.S.A. 60697						
City State/Country Zip Code Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, are appointment of a domestic representative should be						
Corporation Association Association						
X Other A National Banking Organization						
Citizenship/State of Incorporation/Organization						
FOR OFFICE USE ONLY						
7/07/152						

05/07/20 Publication reporting to the data needed to complete the Cover Sheet. Send pomments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, and gathering the data needed to complete the Cover Sheet. Send pomments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Officiator (Monthstation and Regula by Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20203. See OMB Information Collection Budget, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS 10-14-15 ABDRESS.

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

FORM PTO-1618	3 Δ			U.S. Department of Commerce
Expires 06/30/99 OMB 0651-0027		Page 2		Patent and Trademark Office TRADEMARK
Domestic Repr	esentatives Name	and Address		
			Enter for the firs	st Receiving Party only.
Name		444		
Address (line 1)				
Address (line 2)				
Address (line 3)				
Address (line 4)				
Correspondent	Name and Addre	ss		
	Area Code	and Telephone Number	312-701-8738	
Name	Susan Reinecke			
Address (line 1)	C. Dore (00616211)			
Address (line 2)	Mayer Brown & Platt			
Address (line 3)	P.O. Box 2828			
Address (line 4)	Chicago, IL 60690-2828	3		
	nter the total number of ocument including any a	pages of the attached of the attached of the attachments.		# 6
Trademark App	olication Number(s	s) or Registration	☐ Mark if a	additional numbers attached
Enter either the Tra	ademark Application Numbe	r <u>or</u> the Registration Number	(DO NOT ENTER BOTH n	umbers for the same property).
	emark Application Nur			stration Number(s)
74/975153	75/187030	74/719970	1621763	2068092 2094056
75/192467	75/192596	75/192302	2056661	2044567 1998080
75/900101	78/000220	78/018656	2104554	2105460 2177008
Number of Pro	perties Enter the to	otal number of propertie	s involved.	# 18
Fee Amount	Fee Amour	nt for Properties Listed ((37 CFR 3.41):	\$ 465.00
Method	En	closed X	Deposit Account	
Deposit			•	
(Enter for		r if additional fees can be charg	ged to the account.)	# -
	Deposit Account No	umber:		# 13-0019
	Authorization to cha	arge additional Y	′es X No □	
Statement and	Signature			
document. Charges t	o deposit account are auth	norized, as indigated hereif		ched copy is a true copy of the original
Susan Reineck Name	e of Person Signing	_ Sign	DONOC C	April 25, 2001 Date Signed

FORM PTO-1618A Expires 06/30/99 OMB 0651-0027 RECORDATION FOI TRADEMAR	U.S. Department of Commerce Patent and Trademark Office TRADEMARK 12-15-2000					
TRADEMAF TO: The Commissioner of Patents and Trademarks: Please re	RKS ONLY					
	Conveyance Type 101551569					
X New	☐ Assignment ☐ License					
Resubmission (Non-Recordation) Document ID #	 ✓ Security Agreement ☐ Nunc Pro Tunc Assignment ☐ Merger Effective Date 					
Correction of PTO Error Reel # Frame #	Change of Name Month Day Year 10 05 2000					
Corrective Document Reel # Frame #	Other					
Conveying Party	additional names of conveying parties attached Effective					
Name SRAM CORPORATION	Month Day Year 10 05 2000					
Formerly						
☐ Individual ☐ General Partnership ☐ Limite	d Partnership X Corporation					
Other						
	ois					
Pagaiving Party	additional names of conveying parties attached					
Name Bank of America, N.A., as Agent						
DBA/AKA/TA						
Composed of						
Address (line 1) 701 Fifth Avenue						
Address (line 2) Floor 16						
Address (line 3) Seattle Washi	ngton/U.S.A. 98104					
City Individual General Partnership Limite	State/Country Zip Code 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					
☐ Corporation ☐ Association	from Assignment).					
X Other A National Banking Organization						
Citizenship/State of Incorporation/Organization						
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

FORM PTO-16	18A		U.S. Department of Commerce			
Expires 06/30/99 OMB 0651-0027		age 2	Patent and Trademark Office TRADEMARK			
Domestic Rep	presentatives Name and Address					
		Enter for the first	Receiving Party only.			
Name						
Address (line 1)		****				
Address (line 2)						
Address (line 3)						
Address (line 4)						
Corresponde	nt Name and Address					
	Area Code and Telephone N	lumber 312-701-8738				
Name	Susan Reinecke					
Address (line 1)	C. Dore (00616211)					
Address (line 2)	Mayer Brown & Platt					
Address (line 3)	P.O. Box 2828					
Address (line 4)	Chicago, IL 60690-2828					
Pages	Enter the total number of pages of the atta document including any attachments.	ached conveyance #	6			
Trademark A	oplication Number(s) or Registra	ition	dditional numbers attached			
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).						
	demark Application Number(s)		tration Number(s)			
74/975133	75/187030 74/719970	1621763	2094050			
75/192467	75/192596 75/192302	2056661	2044567 1998080			
75/900101	78/000220 78/018656	2104554	2105460 2177008			
Number of P	operties Enter the total number of pro	operties involved.	# 18			
Fee Amount	Fee Amount for Properties L	_isted (37 CFR 3.41):	\$ 465.00			
Meth	od Enclosed X	Deposit Account				
Depo (Enter	sit for payment by deposit account or if additional fees can	be charged to the account.)				
·	Deposit Account Number:		# 13-0019			
	Authorization to charge additional	Yes X 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:						
Susan Rein	ocke Silver	Konocho	11-21-2000			
Na	me of Person Signing	Signature	Date Signed			

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 5, 2000, is by SRAM CORPORATION, an Illinois corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as agent of the Lenders referred to below (the "Agent").

WITNESSETH:

WHEREAS, the Grantor and several of its subsidiaries have entered into a Credit Agreement, dated as of October 5, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the several financial institutions from time to time party thereto and the Agent;

WHEREAS, the Grantor has also executed a U.S. Security Agreement, dated as of October 5, 2000 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Agent; and

WHEREAS, the obligations of the Grantor under the Credit Agreement are to be secured pursuant to this Agreement and the Security Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided in the Security Agreement.
- 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby collaterally assigns to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders a continuing security interest in, Grantor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Trademark Collateral"): trademarks, service marks, business names, designs, logos, indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world (including without limitation the registrations and applications listed on Schedule I hereto); books, records,

1042335 00616211

writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; and all common law and other rights throughout the world in and to all of the foregoing.

- 3. <u>Security Agreement</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of the security interest granted to the Agent under the U.S. Security Agreement. The U.S. Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.
- 4. Release of Security Interest. Upon the payment in full of all Liabilities and the termination of all commitments of the Lenders under the Credit Agreement, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.
- 5. <u>Acknowledgment</u>. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth therein.

1042335 00616211

-2-

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered by its officer thereunder duly authorized as of the day and year first above written.

SRAM CORPORATION

BY:

Its:NA

Finance and Administration

1042335

rage 1014

S-1

Page 2 of 2

Trademark Security Agreement

TRADEMARKS

REGISTERED TRADEMARKS AND SERVICE MARKS

Z CO. NAME HELD

TITLE

MARK

REGISTRATION NO.

REG./ FIL. DATE

PENDING TRADEMARKS AND SERVICE MARK APPLICATIONS

1042335 00616211

SRAM HQ Trademarks (Active only)

SRAM HQ Trademarks (Active only)							
SRAM Ref. No.					<u>.</u>		
	Trademark	Filed	Application No.	Status	Reg. No.	Reg. Date	
IP 035.3	Grip Shift TM - US	05/16/1995	74/975,153	Pending		4410014000	
IP 035.3(Sup)	Grip Shift TM - US 1,621,763	12/22/1988	73/770,941	Issued	1,621,763	11/06/1990	
IP 035.4(BR)	Grip Shift TM - Brazil	08/03/1995	816652551	Pending			
IP 035.4(CA)	Grip Shift TM - Canada	08/14/1995	730130	Pending			
IP 035.4(CL)	Grip Shift TM - Chile	10/15/1996	357993	Pending	0050000	40/07/4008	
IP 035.4(DE)	Grip Shift TM - Germany	07/03/1995	39526898.2	Issued	39526898	12/07/1998	
IP 035.4(EC)	Grip Shift TM - EC	04/01/1996	179432	Issued	179,432	09/01/1998	
IP 035.4(ES)	Grip Shift TM - Spain Cl.12	08/25/1996	1982573	Issued	1,982,573/0 1,982,574/9	04/20/1999 04/20/1999	
IP 035.4(ES)	Grip Shift TM - Spain Cl.28 Grip Shift TM - France	08/25/1996	1982574 95/580,243	Issued Issued	95580243	07/11/1996	
IP 035.4(FR) IP 035.4(GB)	Grip Shift TM - UK	07/12/1995 09/07/1995	2032918	Issued	2,032,918	09/07/1995	
IP 035.4(IE)	Grip Shift TM - Ireland	07/07/1995	0.020447697	Issued	173,995	07/07/1995	
IP 035.4(IN)	Grip Shift TM - India Cl. 12	08/16/1995	676873	Pending	110,000		
IP 035.4(IN)	Grip Shift TM - India Cl. 28	08/16/1995	676870	Pending			
IP 035.4(IT)	Grip Shift TM - Italy	07/18/1995	MI95C007367	Issued	729,062	10/15/1997	
IP 035.4(JP)	Grip Shift TM - Japan Cl. 12	08/14/1995	84,227/1995	Pending	,		
IP 035.4(JP)	Grip Shift TM - Japan Cl. 28	08/14/1995	84,228/1995	Pending			
IP 035.4(KP)	Grip Shift TM - Korea	08/16/1995	31,685/1995	Issued	363,431	05/28/1997	
IP 035.4(MX)	Grip Shift TM - Mexico	08/24/1995	241087	Issued	504,853	09/25/1995	
IP 035.4(PA)	Grip Shift TM - Paraguay	02/22/1994	2621	Issued	172,489	11/03/1994	
IP 035.4(TW)	Grip Shift TM - Taiwan		476371	Issued	476,371	02/16/1990	
IP 035.4(UR)	Grip Shift TM - Uruguay	01/19/1996	284240	Issued	284,240	10/05/1998	
IP 035.4(VE)	Grip Shift TM - Venezuela Cl. 12	07/18/1995	010,464/95	Pending			
IP 035.4(VE)	Grip Shift TM - Venezuela Cl. 28	07/18/1995	010,466/95	Pending			
IP 036.3	Quick Shift TM - US	05/16/1995	74/674,572	Issued	2,068,092	06/03/1997	
IP 037.3	Grip Shift Logo TM - US	05/16/1995	74/975,201	Issued	2,094,056	09/09/1997	
IP 037.4(AU)	Grip Shift Logo TM - Australia	07/05/1995	665761	Issued	10/15/3722	05/02/1997	
IP 037.4(BR)	Grip Shift Logo TM - Brazil	08/23/1995	818743417	Issued	818,743,417	05/05/1998	
IP 037.4(CA)	Grip Shift Logo TM - Canada	05/14/1995	790131	Issued	TMA509,969	05/25/1999	
IP 037.4(CN)	Grip Shift Logo TM - China	07/02/1005	673578	Issued	673,578 39526899	01/14/1994	
IP 037.4(DE)	Grip Shift Logo TM - Germany Grip Shift Logo TM - EC	07/03/1995 04/01/1996	39526899 17945 7	Issued Issued	179,457	06/03/1996 06/11/1998	
IP 037.4(EC)	Grip Shift Logo TM - EC Grip Shift Logo TM - Spain Cl. 12	08/25/1995	1982575	Issued	1,982,575/7	02/05/1996	
IP 037.4(ES) IP 037.4(ES)	Grip Shift Logo TM - Spain Cl. 12	08/25/1995	198257 6	Issued	1,982,576/5	12/05/1996	
IP 037.4(E3)	Grip Shift Logo TM - France	08/21/1995	95/585,233	Issued	95,585,233	08/21/1995	
IP 037.4(FR)	Grip Shift Logo TM - UK	09/07/1995	2033335	Issued	2,033,335	09/07/1995	
1P 037.4(IE)	Grip Shift Logo TM - Ireland	07/07/1995	95/4648	Issued	173,333	07/07/1995	
IP 037.4(IN)	Grip Shift Logo TM - India Cl. 12	08/16/1995	676,872	Pending	,		
IP 037.4(IN)	Grip Shift Logo TM - India Cl. 28	08/16/1995	676,871	Pending			
IP 037.4(IT)	Grip Shift Logo TM - Italy	08/04/1995	MI95C008115	Issued	729,681	10/16/1997	
IP 037.4(JP)	Grip Shift Logo TM - Japan Cl. 12	08/14/1995	84,229/1995	Issued	4,049,091	08/29/1997	
IP 037.4(JP)	Grip Shift Logo TM - Japan Cl. 28		84,230/1995	Issued	4,081,330	11/14/1997	
IP 037.4(KP)	Grip Shift Logo TM - Korea	08/16/1995	31,686/1995	Issued	363,432	05/28/1997	
IP 037.4(MX)	Grip Shift Logo TM - Mexico	08/24/1995	241,088	Issued	509,379	10/31/1995	
IP 037.4(NZ)	Grip Shift Logo Tm - New Zealand	07/04/1995	250,885	Issued	250,885	10/15/1997	
IP 037.4(TW)	Grip Shift Logo TM -Taiwan	_	476,369	Issued	476,369	02/16/1990	
IP 037.4(VE)	Grip Shift Logo TM - Venezuela Cl		010,468/95	Pending			
IP 037.4(VE)	Grip Shift Logo TM - Venezuela Cl		010,469/95	Pending			
IP 038.3	SRAM TM - US	06/02/1995	74/683,848	Issued	2,056,661	04/29/1997	
IP 038.4(CN)	SRAM TM - China	09/07/1995	95/0113785	Issued	982,538	04/17/1997	
IP 038.4A(CN)	SRAM TM - China (in Chinese)	09/07/1995	95/0113786	Issued	982,540	04/14/1997	
IP 038.4(DE)	SRAM TM - Germany	07/11/1995	39528035.4	Issued	39528035	07/26/1996	
IP 038.4(EC)	SRAM TM - EC	04/01/1996	179,416	Issued Issued	179,416 2.044.567	01/12/1999 03/11/1997	
IP 039.3	ESP TM - US	03/09/1995	74/644, 119 665,763	Issued	2,044,567 665,763	05/02/1997	
IP 039.4(AU)	ESP TM - Australia Cl. 12 & 28	07/05/1995		Pending	000,700	03/02/1331	
IP 039.4(AU)	ESP TM - Australia Cl. 25 ESP TM - Brazil	07/05/1995 08/03/1995	665,764 818,652,543	Issued	818,652,543	07/02/1998	
IP 039.4(BR) IP 039.4(CA)	ESP TM - Canada	08/21/1995	790,662	Pending	010,002,040	1.,02.1000	
IP 039.4(CA)	ESP TM - China	09/07/1995	982,539	Issued	982,539	04/14/1997	
545.1(511)		· · · • • • •	=, -	_		-	

Page 1 of 2

IP 039.4(DE)	ESP TM - Germany	07/03/1995	3 9526896. 6	Issued	39526896	05/29/1996
IP 039.4(EC)	ESP TM - European Community	04/01/1996	179,390	Issued	179,390	06/23/1998
IP 039.4(ES)	ESP TM - Spain Cl. 12	08/25/1995	1,982,577	Issued	1,982,577/3	02/05/1996
IP 039_4(ES)	ESP TM - Spain Cl. 28	08/25/1995	1,982,578	Issued	1,982,578/1	12/05/1996
IP 039.4(FR)	ESP TM - France	07/12/1995	95/580,241	Issued	95/580,241	07/12/1995
IP 039.4(GB)	ESP TM - United Kingdom	07/11/1995	2,026,556	Issued	2,056,556	07/11/1995
IP 039.4(IN)	ESP TM - India Cl. 12	08/16/1995	676,875	Pending	•	
IP 039.4(IN)	ESP TM - India Cl. 28	08/16/1995	676,877	Pending		
IP 039.4(IT)	ESP TM - Italy	07/18/1995	MI95C007369	Issued	729,064	10/15/1997
IP 039.4(KP)	ESP TM - Korea	08/16/1995	31,687/1995	Issued	363,433	05/28/1997
IP 039.4(MX)	ESP TM - Mexico	08/24/1995	241,085	Issued	582,484	08/26/1996
IP 039.4(NZ)	ESP TM - New Zealand Cl. 12	07/04/1995	250,887	Issued	B250887	09/24/1998
IP 039.4(TW)	ESP TM - Taiwan Cl. 12	03/15/1995	84/011,684	Issued	718,116	06/01/1996
IP 039.4(TW)	ESP TM - Taiwan Cl. 25	03/15/1995	84/011,685	Pending		
IP 039.4(VE)	ESP TM - Venezuela Cl. 12	07/18/1995	010,467/95	Pending		
IP 039.4(VE)	ESP TM - Venezuela Cl. 28	07/18/1995	010,465/95	Pending		**
IP 040.3	Bassworm TM - US	05/16/1995	74/675,152	issued	1,998,080	09/03/1996
IP 041.3	Quick Shift Logo TM - US	05/16/1995	74,975,163	Issued	2,104,554	10/14/1997
IP 042.3	ESP Logo TM - US CI. 12	06/07/1995	74/685,470	Issued	2,105,460	10/14/1997
IP 042.4(AU)	ESP Logo TM - Australia Cl. 12	07/05/1995	665,7 65	Issued	35,430	12/31/1996
IP 042.4(AU)	ESP Logo TM - Australia Cl. 28	07/05/1995	665,766	Issued	665,766	12/31/1996
IP 042.4(BR)	ESP Logo TM - Brazil	08/04/1995	818,653,426	Issued	818,653 , 426	11/11/1997
IP 042.4(CA)	ESP Logo TM - Canada	08/21/1995	790,621	issued	TMA495,197	05/26/1998
IP 042.4(CN)	ESP Logo TM - China	09/07/1995	95/013784	issued	982,528	04/14/1997
IP 042.4(DE)	ESP Logo TM - Germany	07/03/1995	3 952689 7.4	Issued	39526897	06/11/1996
IP 042.4(EC)	ESP Logo TM - EC	04/01/1996	179,358	Issued	179,358	02/24/2000
IP 042.4(ES)	ESP Logo TM - Spain Cl. 12	08/25/1995	1,982,57 9	Issued	1, 982,579/ 3	0 2/05/1996
IP 042.4(ES)	ESP Logo TM - Spain Cl. 28	08/25/1995	1,982,580	Issued	1,982,580/3	12/05/1996
IP 042.4(FR)	ESP Logo TM - France	07/07/1995	95/579,574	Issued	95,579,574	07/07/1995
IP 042.4(GB)	ESP Logo TM - United Kingdom	07/11/1995	2,026,554	Issued	2,026,554	07/11/1995
IP 042.4(IE)	ESP Logo TM - Ireland Cl. 12	07/07/1995	95/4644	Issued	171,166	07/07/1995
IP 042.4(IE)	ESP Logo TM - Ireland Cl. 28	07/07/1995	95/4645	issued	171,166	07/07/1995
IP 042.4(IN)	ESP Logo TM - India Cl. 12	08/16/1995	676,874	Pending		
IP 042.4(IN)	ESP Logo TM - India Cl. 28	08/16/1995	676,976	Pending	700 700	
IP 042.4(IT)	ESP Logo TM - Italy	07/07/1995	MI95C007062	Issued	728,793	10/15/1997
IP 042.4(KP)	ESP Logo TM - Korea	08/16/1995	31,688/1995	issued	363,220	05/27/1997
IP 042.4(MX)	ESP Logo TM - Mexico	08/24/1995	241,086	Issued	509,378	10/31/1995
IP 042.4(NZ)	ESP Logo TM - New Zealand	07/04/1995	250,889	issued	250,889	10/15/1997
IP 042.4(TW)	ESP Logo TM -Taiwan	08/17/1995	84/041,641	Issued	737,733	12/01/1996
- IP 043.3	ESP Logo #2 Cl. 12	10/24/1996	75/187,030	Issued	2,123,349	12/23/1997
IP 059.3	Grip Shift w/Logo US	08/24/1995	74/719,970	Pending	0 477 000	07/00/4000
IP 059.3(Div)	Grip Shift W/Logo US Div.	08/24/1995	75/976,968 39538832. 5	Issued	2,177,008 39538832	07/28/1998
IP 059.4(DE)	Grip Shift W/Logo Germany	09/22/1995		Issued		09/05/1996
IP 059.4(EC)	Grip Shift W/Logo Europe CTM Grip Shift W/Logo Spain Cl. 12	04/01/1996	179,341	Issued	179,341	06/11/1998
1P 059.4(ES)		09/25/1995 09/25/1995	1,985,958 1,986,959	Issued Issued	1,985,958/4 1,986,959/2	04/20/1999 04/20/1999
IP 059.4(ES)	Grip Shift W/Logo Spain CI. 28 Grip Shift W/Logo Taiwan	03/23/1993	476,295	Issued	476,295	02/16/1990
IP 059.4(TW)	Grip Shift (stylized) Spain Cl. 12	09/20/1995	1,986,960	Issued	1,986,960/6	04/25/1999
IP 060.4 (ES)	Grip Shift (stylized) Spain Cl. 12	09/25/1995	1,986,961	issued	1,986,961/4	04/20/1999
IP 060.4 (ES)	Grip Shift (stylized) Taiwan	03/23/1333	476,370	issued	476,370	02/16/1990
1P 060.4(TW) IP 065.3	X-Ray TM US	11/04/1996	75/192,467	Issued	2,165,226	06/16/1998
IP 066.3	1:1 TM US	11/04/1996	75/192,596	issued	2,163,375	0 6/09/1998
IP 067.3	1:1 & Design TM US	11/04/1996	75/192,302	Issued	2,163,374	06/09/1998
IP 092.3	SPARC TM US	01/17/2000	75/900,101	Pending	-1.50,017	00.007.000
IP 092.4(EC)	SPARC TM CTM Europe	01/18/2000	1464668	Pending		
IP 093.3	Power Chain TM US	03/21/2000	78/000,220	Pending		
IP 102.3	Torpedo TM US	07/27/2000	78/018,656	Pending		
			*			

TRADEMARK
REEL: 002287 FRAME: 0168

RECORDED: 04/30/2001