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| Submission T | уре | July 20214 | |
| [] New | | ☐ Assignment | License |
| ☐ Resubmission Document ID# | (Non-Recordation) | ☐ Security Agreement | Nunc Pro Tunc Assignment Effective Date |
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| | Party(ies) | Mark if additional names | of conveying parties attached Execution Date Month Day Year |
| Name H | uffy Corporation | | 01 26 2000 |
| Formerly | | | |
| ☐ Individual □ | General Partnership | ☐ Limited Partnership | Corporation |
| ☐ Other ☐ | | | |
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| Receiving | | | |
| • | | | I names of conveying parties attached |
| Name | Congress Financial Corpo | ration (Central) | |
| DBA/AKA/TA | | | |
| Composed of | | | |
| Address (line 1) | 150 South Wacker Drive, | Suite 2200 | |
| Address (line 2) | | | \$ 50 |
| Address (line 3) | Chicago | Illinois U.S.A. | 10036 |
| , , , , , , , , , , , , , , , , , , , | City | State/Country | Zip Code |
| ☐ Individual □ | · ¬ | ☐ Limited Partnership | If document to be recorded is an assignment and the receiving party is |
| □ Corporation | ☐ Association | | not domiciled in the United States, an appointment of a domestic |
| Other | | | representative is attached. (Designation must be a separate |
| _ | State of Incorporation/Org | ganization State of Illinois | document from Assignme nt) |
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| 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 nation Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS. | | | |
| | Mail documents to p | oe recorded with required cover sh and Trademarks, Box Assignmen | ieet(s) information to: |
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REEL: 002300 FRAME: 0007

| F-FORM PTO-1619/ Expires 06/30/99 OMB 0651-0027 | Page 2 | U.S. Department of Commerce Patent and Trademark Office TRADEMARK |
|---|--|---|
| Domestic Repr | esentative Name and Address Enter for the first Receiving F | Party only. |
| Name | Lon M. Singer, Esq. | |
| Address (line 1) | Otterbourg, Steindler, Houston & Rosen, P.C. | |
| Address (line 2) | 230 Park Avenue | |
| Address (line 3) | New York, New York 10169 | |
| Address (line 4) | | |
| Correspondent | Name and Address Area Code and Telephone Number | 212-661-9100 x 709 |
| Name | Helen M. Linehan | |
| Address (line 1) | Otterbourg, Steindler, Houston & Rosen, P.C. | |
| Address (line 2) | 230 Park Avenue | |
| Address (line 3) | New York, New York 10169 | |
| Address (line 4) | | |
| Pages | Enter the total number of pages of the attached conveyance docuincluding any attachments. | ment # |
| Trademark App | olication Number(s) or Registration Number(s) | Mark if additional numbers attached |
| Enter either the 1 | rademark Application Number or the Trademark Number (DO NOT ENTER BOTH r | numbers for the same property). |
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| Number of Pro | perties | |
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| Fee Amount | Fee Amount for Properties Listed (37 CFR 3.41): \$ | 40.00 |
| Method of Pay | ment: Enclosed 🗵 Deposit Account 🗀 fo | or one correction |
| Deposit Accou (Enter for paymer | unt It by deposit account or if additional fees ran 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.

Helen M. Linehan

Name of Person Signing

Signature /

Date

46496-1

TRADEMARK

REEL: 002300 FRAME: 0008

HUFFY CORPORATION

| Trademark Application Numbers | Trademark Registration Numbers |
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| 75/704043 | 1,662,569 |
| 75/779291 | 1,927,645 |
| 75/501825 | 2,069,210 |
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| 75/491280 | 1,364,643 |
| 75/637536 | 2,301,942 |
| 75/591909 | 1,892,240 |
| 75/591916 | 2,298,883 |
| 75/585296 | 2,061,781 |
| 75/639014 | 903,429 |
| 75/586430 | 775,310 |
| 75/762014 | 1,604,834 |
| 75/585293 | 1,954,498 |
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| Submission Type New | Conveyance Type Assignment License | | |
| Resubmission (Non-Recordation) Document ID # 101277062 Correction of PTO Error Reel # Frame # Corrective Document Reel # Frame # | Security Agreement Nunc Pro Tunc Assignment Effective Date Month Day Year O1 26 2000 Change of Name X Other TRADEMARK COLLATERAL ASSIGNMENT AND | | |
| Conveying Party | Mark if additional names of conveying parties attached Execution Date | | |
| Name HUFFY CORPORATION | Month Day Year | | |
| Formerly | | | |
| Individual General Partnership Limited Partnership X Corporation Association | | | |
| Other | | | |
| X Citizenship/State of Incorporation/Organizati | ion OHIO | | |
| Receiving Party Mark if additional names of receiving parties attached | | | |
| Name CONGRESS FINANCIAL CORPORATION (CEN | TRAL) | | |
| DBA/AKA/TA | | | |
| Composed of | | | |
| Address (line 1) 150 SOUTH WACKER DRIVE, SUITE 2200 | | | |
| Address (line 2) | | | |
| Address (tine 1) CHICAGO | ILLINOIS USA 60606 | | |
| City State/Country If document to be recorded is an assignment and the receiving party is | | | |
| Corporation Association not domiciled in the United States, an appointment of a domestic representative should be attached. | | | |
| Other (Designation must be a separate document from Assignment.) | | | |
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of manifest and regularity Attars, Other of Management and Budget, Peperwork Reduction Project pitch-0227, Westington, D.C. 20501. 500 of Package 0061-0027, Pelopit and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS 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- Expires 08/10/00 ONE 0851-0027 | ·1618B | Page 2 | U.S. Department of Commerce Petent and Tredemark Office TRADEMARK |
|---|---|-----------------------------------|---|
| Domestic R | Representative Name and | Address Enter for the first | Receiving Party only. |
| Name | LON M. SINGER, ESQ. | | |
| Address (line 1) | OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C. | | |
| Address (line 2) | 230 PARK AVENUE | | |
| Address (line 3) | NEW YORK, NEW YORK 10169 | | |
| Address (line 4) | | | |
| Correspond | lent Name and Address | Area Code and Telephone Number | 212-661-9100 EXT. 709 |
| · Name | HELEN M. LINEHAN | | |
| Address (line 1) | Address (line 1) OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C. | | |
| Address (line z) | Address (line 2) 230 PARK AVENUE | | |
| Address (line 3) | Address (line 3) NEW YORK, NEW YORK 10169 | | |
| Address (line 4) | | | |
| Pages | • • | ges of the attached conveyance of | document # 34 |
| Trademark Application Number(s) or Registration Number(s) Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property). Trademark Application Number(s) Registration Number(s) | | | |
| 75/704,043 75/501,825 75/491,280 1,662,569 2,069,210 1,364,643 75/779,291 75/700,759 75/637,536 1,927,645 2,016,528 2,301,943 | | | |
| Number of F | roperties Enter the total | number of properties involved. | # 162 |
| Fee Amoun | t Fee Amount for | Properties Listed (37 CFR 3.41 | \$ 4,065.00 |
| Method of Payment: Enclosed X 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 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. | | | |
| HELEN M. 1 | LINEHAN | Gulen M Line | lu 6/19/00 |
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HUFFY CORPORATION

| Trademark Application Numbers (cont'd) | Trademark Registration Numbers (con | nt'd) |
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| 75/591909 | 1,892,240 | |
| 75/591916 | 2,298,883 | |
| 75/585296 | 2,061,781 | |
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| F-FORM PTO-1619A Expires 06/30/99 OMB 0651-0027 | U.S. Department of Co Patent and Trademark TRADEMARK | Office |
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| | ECORDATION FORM COVER SHEET | |
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| | Conveyance Type | |
| New | ☐ Assignment ☐ License | |
| Resubmission (Non-Recordation) Document ID# | ☑ Security Agreement ☐ Nunc Pro Tunc Assignment Effective Date | |
| Correction of PTO Error Reel # 002089 Frame # 0114 | Month Day Year O1 26 2000 | |
| Corrective Document Reel # Frame # | ☐ Change of Name | |
| | Other | |
| Conveying Party(ies) | Mark if additional names of conveying parties attached | |
| Name HUFFY CORPORATION | Execution Date Month Day Yea 01 26 2000 | |
| Formerly | | |
| ☐ Individual ☐ General Partnership | ☐ Limited Partnership ☐ Corporation ☐ Association | |
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| Other Citizenship/State of Incorporation/O Receiving Party Name Congress Financial Corp DBA/AKA/TA Composed of | rganization State of Ohio Mark if additional names of conveying parties attached poration (Central) |] |
| Other Citizenship/State of Incorporation/O Receiving Party Name Congress Financial Corp DBA/AKA/TA Composed of Address (line 1) 150 South Wacker Drive | rganization State of Ohio Mark if additional names of conveying parties attached poration (Central) | <u>]</u> |
| Other Citizenship/State of Incorporation/O Receiving Party Name Congress Financial Corp DBA/AKA/TA Composed of | rganization State of Ohio Mark if additional names of conveying parties attached poration (Central) | <u>]</u> |
| Other Citizenship/State of Incorporation/O Receiving Party Name Congress Financial Corp DBA/AKA/TA Composed of Address (line 1) 150 South Wacker Drive Address (line 2) | rganization State of Ohio Mark if additional names of conveying parties attached poration (Central) Suite 2200 | <u>]</u> |
| Other Citizenship/State of Incorporation/O Receiving Party Name Congress Financial Corp DBA/AKA/TA Composed of Address (line 1) Address (line 2) Address (line 3) Chicago | rganization State of Ohio Mark if additional names of conveying parties attached poration (Central) | ty is |
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| | FORM PTO- | 1618B | Page 2 | U.S. Department of Commerce Patent and Trademark Office TRADEMARK | |
|---|--|---|--|---|--|
| I | Domestic R | Representative Nar | ne and Address Enter for the first R | eceiving Party only. | |
| I | Name | Lon M. Singer, ESQ. | | | |
| | Address (line 1) | OTTERBOURG, STEINDL | ER, HOUSTON & ROSEN, P.C. | | |
| | Address (line 2) | 230 PARK AVENUE | | | |
| | Address (line 3) | NEW YORK, NEW YORK | 10169 | | |
| | Address (line 4) | | | | |
| | Correspond | lent Name and Add | dress Area Code and Telephone Number 212 | 2-661-9100 EXT. 709 | |
| | · Name | HELEN M. LINEHAN | | | |
| | Address (line 1) | OTTERBOURG, STEINDLE | R, HOUSTON & ROSEN, P.C. | | |
| | Address (line 2) | 230 PARK AVENUE | | | |
| | Address (line 3) | NEW YORK, NEW YORK 1 | 0169 | | |
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| | 75/704,043 | 75/501,825 | 75/491,280 1.662.569 | 2,069,210 1,364,643 | |
| | 75/779,291 | 75/700,759 | 75/637,536 1,927,645 | 2,016,528 2,301,943 | |
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| | Method of Deposit A | ccount | Enclosed X Deposit Account | , | |
| | (Enter for pa | ryment by deposit account o | or if additional fees can be charged to the account.) Deposit Account Number: | # | |
| | | | Authorization to charge additional fees: | Yes No | |
| - | | nd 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. | | | | |
| | HELEN M. L | | - Delew M reaches | w 11 /9/00 | |
| | Name o | of Person Signing | Signature | Date Signed | |

HUFFY CORPORATION

| Trademark Application Numbers (cont'd) | Trademark Registration Numbers (cont'd) |
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| 75/695,863 | 1603622 |
| 75/682,937 | 1829338 |
| 75/371,798 | 1822612 |
| 75/699,798 | 2301950 |
| 75/763,369 | 1219055 |
| 75/562813 | 1389003 |
| 75/699,805 | 1843592 |
| 75/502,033 | 1828217 |
| 75/682,939 | 1654853 |
| 75/683,482 | 1283289 |
| 75/695,859 | 1994232 |
| 75/491,279 | 1263548 |
| 75/705,989 | 1021035 |
| 75/704,580 | 1815407 |
| 75/559,109 | 1895581 |
| 75/695,861 | 2301950 |
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TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated January 26, 2000, is by and between HUFFY CORPORATION, an Ohio corporation ("Debtor"), with its chief executive office at 225 Byers Road, Miamisburg, Ohio 45342 and CONGRESS FINANCIAL CORPORATION (CENTRAL), an Illinois corporation, as agent pursuant to the Loan Agreement (as hereinafter defined) acting on behalf of the financial institutions which are parties thereto as lenders (in such capacity "Secured Party"), having an office at 150 South Wacker Drive, Suite 2200, Chicago, Illinois 60606.

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Debtor, Royce Union Bicycle Company ("Royce"), Huffy Service First, Inc. ("Huffy Service"), American Sports Design Company ("American") and Washington Inventory Service ("WIS", and together with Debtor, Royce, Huffy Service and American, each individually, a "Borrower" and collectively, "Borrowers") and certain of their affiliates have entered into financing arrangements with Secured Party and the financing institutions which are parties to the Loan Agreement as lenders (individually, each a "Lender", and collectively, "Lenders") pursuant to which Agent and Lenders may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Secured Party, Lenders, Borrowers and certain of their affiliates (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, the Guarantees (as defined below) and this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements");

WHEREAS, Debtor has absolutely and unconditionally guaranteed the payment and performance of all now existing and hereafter arising obligations, liabilities and indebtedness of Borrowers to Secured Party and Lenders as set forth in the Guarantees, dated of even date herewith, by Debtor in favor of Secured Party for and on behalf of Lenders (as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, each a "Guarantee and collectively, "Guarantees"); and

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TRADEMARK REEL: 002<u>3</u>00 FRAME: 0025 WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Debtor has agreed to grant to Secured Party for the benefit of Lenders certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party, for the benefit of Lenders, a continuing security interest in and a general lien upon, and a conditional assignment (but only, in the case of any "intent to use" trademark application, upon the filing of a statement of use with respect thereto) of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party for the benefit of Lenders pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party or any Lender and/or any of their respective affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced,

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whether as principal, surety, endorser, guarantor or otherwise, whether arising under the Guarantees, this Agreement, the Loan Agreement, the other Financing Agreements or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party or any Lender (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party and Lenders the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

- (a) Debtor shall pay and perform all of the Obligations according to their terms.
- (b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.
- (c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party or any Lender to any such action, except as such action is expressly permitted hereunder.
- (d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party or any Lender to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or any Lender or as otherwise determined

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by Secured Party or any Lender. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

- (e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.
- (f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise for and on behalf of Lenders of the rights and remedies granted to Secured Party hereunder.
- (g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party or any Lender to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and reasonable legal expenses. Debtor shall be liable to Secured Party and Lenders for any such payment, which payment shall be deemed an advance by Secured Party and Lenders to Debtor, shall be payable on demand together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party and Lenders set forth in the Loan Agreement and shall be part of the Obligations secured hereby.
- (h) Debtor shall notify Secured Party in writing within ten (10) days after the filing of any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party or any Lender, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party or any Lender to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party for the benefit of Lenders.
- (i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable; <u>provided</u>, <u>that</u>, Debtor may abandon, omit to do such act or fail to

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maintain any of the Trademarks after thirty (30) days prior written notice to Secured Party with respect to any Trademarks that satisfy each of the following conditions: (i) any such Trademark is no longer used or useful in the business of Debtor or any of its affiliates, (ii) any such Trademark has not been used by Debtor or any of its affiliates for a period of six (6) months or more from the date of such written notice to Secured Party and (iii) any such Trademark is not otherwise material to the business of Debtor or any of its affiliates in any respect and has little or no value. Debtor shall notify Secured Party immediately if it knows of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

- (j) Debtor shall render any assistance, as Secured Party shall determine is reasonably necessary, to Secured Party and Lenders in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's and Lenders' interests therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.
- (k) No material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party and Lenders hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party or any Lender, Debtor, at Debtor's expense, shall join with Secured Party and any Lender in such action as Secured Party and any Lender, in Secured Party's discretion, exercised reasonably, may deem advisable for the protection of Secured Party's and Lenders' interests in and to the Trademarks.
- (l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and reasonable legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.
- (m) Debtor shall promptly pay Secured Party and Lenders for any and all reasonable expenditures made by Secured Party or any Lender pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security

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interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, and all reasonable collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party and any Lender set forth in the Loan Agreements and shall be part of the Obligations secured hereby.

4. **EVENTS OF DEFAULT**

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party or any Lender, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party and any Lender, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise. Secured Party shall have the following rights and remedies for and on behalf of Lenders which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

- (a) Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine. Secured Party and any Lender may require that neither Debtor nor any affiliate of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever.
- (b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.
- (c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of twenty (20) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party or any Lender shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

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- (d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party and Lenders on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.
- (e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all reasonable legal, travel and other expenses which may be incurred by Secured Party and Lenders. Thereafter, Secured Party and Lenders may apply any remaining proceeds to such of the Obligations as Secured Party and Lenders may in their discretion determine. Debtor shall remain liable to Secured Party and Lenders for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party and Lenders on demand any such unpaid amount, together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party and Lenders set forth in the Loan Agreement.
- (f) Debtor shall supply to Secured Party, any Lender and their respective designees, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.
- (g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

JURY TRIAL WAIVER; OTHER WAIVERS 6. AND CONSENTS; GOVERNING LAW

- (a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Illinois (without giving effect to principles of conflicts of law).
- (b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Circuit Court of Cook County, Illinois and the United States District Court for the Northern District of Illinois and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of

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the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party and Lenders in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party or any Lenders shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party or any Lender deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

- (c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed ten (10) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's or any Lender's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party or any Lender against Debtor for the amount of the claim and other relief requested.
- (d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY AND LENDERS IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AN CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.
- (e) Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or any Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and each Lender shall be entitled to the benefit of the rebuttable

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presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, ten (10) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:

Huffy Corporation 225 Byers Road

Miamisburg, Ohio 45342

Attention: Nancy A. Michaud, Esq.

with a copy to:

John E. Barnes, Esq.

Dinsmore & Shohl LLP 1900 Chemed Center 255 East Fifth Street Cincinnati, Ohio 45202

If to Secured

Congress Financial Corporation (Central)

Party:

150 South Wacker Drive, Suite 2200

Chicago, Illinois 60606

Attention: Mr. George Kalesnik

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party, Lenders and Borrowers pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture

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or other entity or any government or any agency or instrumentality or political subdivision thereof.

- (c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and Lenders and their respective successors and assigns.
- (d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.
- (e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party and each Lender. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party and Lenders. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or any Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

HUFFY CORPORATION

By: Mary May Title: SSP

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| STATE OF NEW YORK) | |
| CUYAHOGA) ss.: COUNTY OF N EW YO RK) | |
| COUNTY OF NEW YORK) | |
| | |
| On this 2/s day of January, 2000, before me persome known. who being duly sworn, did depose and say, th | onally came Nancy Michael, to |
| me known. who being duly sworn, did depose and say, th CORPORATION, the corporation described in and which | |
| and that he/she signed his/her name thereto by order of the | |
| corporation. | |
| | |
| $\bigcap_{i} 0, \dots$ | M L. Shire |
| | Notary Public |
| | • |
| | ALICIA M. WHITE, Notary Public State of Ohio |
| | |
| STATE OF NEW YORK) | y Commission Expires March 13, 2000 |
| STATE OF NEW YORK)) ss.: | |
| STATE OF NEW YORK) | |
| STATE OF NEW YORK)) ss.: COUNTY OF NEW YORK) | y Commission Expires March 13, 2000 |
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| STATE OF NEW YORK)) ss.: COUNTY OF NEW YORK) On this and day of January, 2000, before me persone known, who, being duly sworn, did depose and say, the | sonally came ASIMIR MAZUR TIE WICTO at the she is the SVP of |
| STATE OF NEW YORK)) ss.: COUNTY OF NEW YORK) On this and day of January, 2000, before me persone known, who, being duly sworn, did depose and say, the CONGRESS FINANCIAL CORPORATION (CENTRAL) which executed the foregoing instrument; and that he/she | sonally came ASIMIR MAZUR TIE Wicto at he/she is the SVP of |
| STATE OF NEW YORK)) ss.: COUNTY OF NEW YORK) On this and day of January, 2000, before me persone known, who, being duly sworn, did depose and say, the CONGRESS FINANCIAL CORPORATION (CENTRAL | sonally came ASIMIR MAZUR TIE Wicto at he/she is the SVP of |
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| STATE OF NEW YORK) ss.: COUNTY OF NEW YORK) On this and day of January, 2000, before me persone known, who, being duly sworn, did depose and say, the CONGRESS FINANCIAL CORPORATION (CENTRAL) which executed the foregoing instrument; and that he/she | sonally came ASIMIR MAZUR Tie wicto at he/she is the SVP of |

CATHLEEN A. PELLEGRINO
Notary Public, State of New York
No. 01PE4768067
Qualified in Kings County
Commission Expires Nov. 30, 20

Notary Public

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| INTELLECTUAL PROPERTY: TRADEMARKS | | | | | |
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| HUFFY CORPORATION: SPORTS | | | | | |
| MARK | COUNTRY REG./SER. NO. | GOODS | STATUS | REG./FILING DATE | |
| ARENA | US 1,662,569 | Basketball backboards. | Registered | 10/29/91 | |
| BEAN TOWN (AND DESIGN) | US 2,069,210 | Basketball backboards. | Registered | 6/10/97 | |
| BODY GUARD | US 1,364,643 | Basketball goal assembly pole pads. | Registered | 10/8/85 | |
| CENTER COURT | US 1,927,645 | Portable basketball goals. | Registered | 10/17/95 | |
| CLEAR COURT | US 2,016,528 | Basketball backboard unit. | Registered | 11/12/96 | |
| GET VERTICAL | US 2,301,943 | Basket ball equipement. | Registered | 12/21/99 | |
| GORILLA GOAL | US 1,892,240 | Basketball goals. | Registered | 5/2/95 | |
| HUFFY | AU A532551 | Sporting goods. | Registered | 4/11/90 | |
| HUFFY | BX 530347 | Sporting goods. | Registered | 3/19/93 | |
| HUFFY | FR 93460060 | Sporting goods. | Registered | 4/22/94 | |
| HUFFY | GB 1,530,495 | Gymnastic and sporting articles. | Registered | 3/25/94 | |
| HUFFY | GE 2057790 | Sporting goods. | Registered | 2/24/94 | |
| HUFFY | IT 659,942 | Sporting goods. | Registered | 10/16/95 | |
| HUFFY | PT 290371 | Sporting goods. | Registered | 5/23/94 | |
| HUFFY | SA 326/66 | Sporting goods. | Registered | 8/5/94 | |
| HUFFY | SZ 410,658 | Sporting articles | Registered | 3/31/93 | |
| HUFFY SPORTS | AN 20013 | Basketball backboards and goals. | Registered | 6/19/97 | |
| HUFFY SPORTS | AR 1.661.489 | Basketball backboard and goals. | Registered | 3/20/98 | |

| Intellectual Property: Trademarks | | | | | |
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| HUFFY CORPORATION: SPORTS | | | | | |
| MARK | COUNTRY REG./SER. NO. | GOODS | <u>STATUS</u> | REG./FILING DATE | |
| HUFFY SPORTS | AU 650296 | Basketball backboards, poles, goals and portable basketball systems. | Registered | 7/24/96 | |
| HUFFY SPORTS | BA 19,485 | Basketball goals and backboard assemblies | Registered | 5/6/97 | |
| HUFFY SPORTS | BE 28772 | Basketballs, basketball goal and backboard assemblies | Registered | 10/23/98 | |
| HUFFY SPORTS | BR 816236120 | Articles for gymnastics, sport, hunting and fishing, except clothes and clothing accessories | Registered | 8/15/95 | |
| HUFFY SPORTS | CA 487,506 | Basketballs; basketball goal and backboard assemblies. | Registered | 12/30/97 | |
| HUFFY SPORTS | CH 1,152,198 | Basketballs, back boards, baskets, basketball stands, basket nets. | Registered | 2/20/98 | |
| HUFFY SPORTS | CL 494.136 | All products in Class 28. | Registered | 10/3/97 | |
| HUFFY SPORTS | CO 204,338 | All goods included in Class 28 | Registered | 12/26/97 | |
| HUFFY SPORTS | CR 103.240 | Basketball goal and backboard assemblies. | Registered | 8/20/97 | |
| HUFFY SPORTS | CZ 216989 | Basketball goal and backboard assemblies; basketballs | Registered | 4/23/99 | |
| HUFFY SPORTS | DR 96,782 | Basketball goal and backboard assemblies; basketballs | Registered | 5/15/98 | |
| HUFFY SPORTS | EC 2519-98 | Basketball hoops, nets, backboards and basketballs. | Registered | 5/4/98 | |

| INTELLECTUAL PROPERTY: TRADEMARKS | | | | | |
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| HUFFY CORPORATION: SPORTS | | | | | |
| <u>MARK</u> | COUNTRY REG./SER. NO. | GOODS | STATUS | REG./FILING DATE | |
| HUFFY SPORTS | EU 411850 | Basketball goals and backboard assemblies; basketballs | Registered | 8/99 | |
| HUFFY SPORTS | GU 94,615 | Basketball goals and backboard assemblies; basketballs | Registered | 4/29/99 | |
| HUFFY SPORTS | HK 04,189 | Basketball goal and backboards; basketballs | Registered | 4/30/98 | |
| HUFFY SPORTS | ID 410828 | Basketball goals and backboard assemblies | Registered | 3/10/98 | |
| HUFFY SPORTS | IS 112,027 | Basketball goal and backboard assemblies; basketballs | Registered | 7/6/98 | |
| HUFFY SPORTS | JA 4174574 | Basketball goal and backboard assemblies; basketballs | Registered | 8/7/98 | |
| HUFFY SPORTS | JM 31,760 | Basketball goal and backboard assemblies; basketballs | Registered | 4/9/99 | |
| HUFFY SPORTS | JO 49868 | Basketball goal and backboard assemblies; basketballs | Registered | 7/5/99 | |
| HUFFY SPORTS | LE 72,609 | Basketball goal and backboard assemblies; basketballs | Registered | 6/18/97 | |
| HUFFY SPORTS | MR 153 | Basketball goal and backboard assemblies; basketballs | Registered | 4/7/98 | |
| HUFFY SPORTS | MX 540,348 | Basketball goal and backboard assemblies; basketballs | Registered | 1/28/97 | |
| HUFFY SPORTS | NO 187.494 | Basketball goal and backboard assemblies; basketballs | Registered | 12/18/97 | |
| HUFFY SPORTS | NZ 270115 | Basketball goal and backboard assemblies; basketballs | Registered | 8/26/97 | |
| HUFFY SPORTS | PA 86,692 | Basketball goal and backboard assemblies; basketballs | Registered | 4/2/97 | |
| HUFFY SPORTS | PE 34,875 | Basketball goals, backboard assemblies, basketballs | Registered | 4/8/97 | |

| INTELLECTUAL PROPERTY: TRADEMARKS | | | | | | |
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| HUFFY CORPORATION: SPORTS | | | | | | |
| <u>MARK</u> | COUNTRY REG./SER. NO. | GOODS | <u>STATUS</u> | REG./FILING DATE | | |
| HUFFY SPORTS | PY 197,258 | Basketball goal and backboard assemblies; basketballs | Registered | 9/15/97 | | |
| HUFFY SPORTS | RU 171,485 | Basketball goal and backboard assemblies; basketballs | Registered | 1/28/99 | | |
| HUFFY SPORTS | SG 11989/96 | Basketballs and basketball equipment. | Registered | 11/5/96 | | |
| HUFFY SPORTS | SU 15.722 | Basketball goal and backboard assemblies, basketballs | Registered | 7/2/97 | | |
| HUFFY SPORTS | SW 329 691 | Basketball goal and backboard assemblies, basketballs | Registered | 1/15/99 | | |
| HUFFY SPORTS | SZ 438 776 | Basketball goal and backboard assemblies. | Registered | 11/26/96 | | |
| HUFFY SPORTS | TR 26,805 | Basketball goals and backboard assemblies. | Registered | 1/22/98 | | |
| HUFFY SPORTS | TU 182,968 | Basketball goal and backboard assemblies; basketballs | Registered | 3/7/97 | | |
| HUFFY SPORTS | TW 831973 | Basketball equipment. | Registered | 12/16/98 | | |
| HUFFY SPORTS | UR 291.748 | All goods in Class 28. | Registered | 5/6/98 | | |
| HYDRA RIB | AR 1.740.244 | Basketball, backboard, poles and goals. | Registered | 6/16/99 | | |
| HYDRA RIB | AU 741,938 | Basketball goals and backboard assemblies. | Registered | 5/25/98 | | |
| HYDRA RIB | CA 501,840 | Basketball backboards, poles and goals. | Registered | 10/6/98 | | |
| HYDRA RIB | DR 98,030 | Basketball backboard, poles and goals. | Registered | 7/15/98 | | |
| HYDRA RIB | EU 678,581 | Basketball goals and backboard assemblies; basketballs | Registered | 8/13/99 | | |

| INTELLECTUAL PROPERTY: TRADEMARKS | | | | | | | |
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| | HUFFY CORPORATION: SPORTS | | | | | | |
| <u>MARK</u> | COUNTRY REG./SER. NO. | GOODS | <u>STATUS</u> | REG./FILING DATE | | | |
| HYDRA RIB | JA 4,292,144 | Basketball backboard, poles and goals. | Registered | 7/9/99 | | | |
| HYDRA RIB | ME 577,621 | Basketball goals and backboard assemblies. | Registered | 5/22/98 | | | |
| HYDRA RIB | TW 846,150 | Basketball backboard, poles and goals. | Registered | 4/1/99 | | | |
| HYDRA RIB | VE 4508-98 | Basketball backboard, poles and goals. | Registered | 4/20/99 | | | |
| ON THE FLY | US 2,298,883 | Basketball backboards, poles and goals. | Registered | 2/24/98 | | | |
| PERFORMANCE SERIES (AND DESIGN) | US 2,061,781 | Basketball backboards and goals. | Registered | 5/13/97 | | | |
| PRO-SHOT | US 903,429 | Devices for games using inflated balls, specifically, tether balls, basketballs and basketball back boards, goals and nets. | Registered | 12/1/70 | | | |
| PRO SHOT | US 775,310 | Basketball hoops and nets. | Registered | 8/18/64 | | | |
| PRO SLAM | US 1,604,834 | Basketball backboard, goals or rims. | Registered | 7/3/90 | | | |
| SLAM JAM | US 1,954,498 | Basketball backboards and goals. | Registered | 2/6/96 | | | |
| SUPER JAM | US 1,992,126 | Basketball backboards and goals. | Registered | 8/6/96 | | | |
| SURE SHOT | CA 501,843 | Basketball backboards, poles and goals. | Registered | 10/6/98 | | | |
| SURE SHOT (AND DESIGN) | US 1,831,437 | Basketball backboards, poles and goals. | Registered | 4/19/94 | | | |

| INTELLECTUAL PROPERTY: TRADEMARKS HUFFY CORPORATION: SPORTS | | | | | | |
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| U TURN LIFT SYSTEM | US 2,289,366 | Basketball backboard lift system. | Registered | 10/26/99 | | |
| ZONE ATTACK | US 2,034,556 | Portable basketball units. | Registered | 1/28/97 | | |
| ACCUGLIDE | US 75/704,043 | Basketball equipment. | Pending | 5/13/99 | | |
| ACCULIFT | US 75/501,825 | Basketball backboards, poles and goals. | Pending ** | 6/15/98 | | |
| ALLEY HOOPS | US 75/491,280 | Basketball equipment. | Pending | 5/26/98 | | |
| BE A PLAYER | US 75/779,291 | Basketball equipment. | Pending | 8/19/99 | | |
| BOX OUT | US 75/700,759 | Basketball equipment. | Pending | 5/7/99 | | |
| COLORLAST | US 75/637,536 | Basketball backboards, poles and goals. | Pending * | 2/10/99 | | |
| COURT SUPPORT | US 75/695,863 | Basketball equipment. | Pending | 4/30/99 | | |
| CROSS-OVER MOVE | US 75/682,937 | Basketball equipment. | Pending | 4/14/99 | | |
| DOUBLE DOWN | US 75/371, 7 98 | Basketball equipment. | Pending | 10/10/97 | | |
| EASY GLIDE | US 75/699, 7 98 | Basketball equipment. | Pending | 5/7/99 | | |
| EASY MOVE | US 75/763,369 | Basketball equipment. | Pending | 7/29/99 | | |
| EXACTALIFT | US 75/562813 | Basketball backboards, poles and goals. | Pending ** | 10/1/98 | | |
| EZ MOVE | US 75/699, 80 5 | Basketball backboards, poles and goals. | Pending * | 5/4/99 | | |
| EZ STORE | US 75/502,033 | Basketball equipment. | Pending | 6/15/98 | | |
| FOUR POINT PLAY | US 75/682,939 | Basketball equipment. | Pending | . 4/14/99 | | |
| 4WD | US 75/683,482 | Basketball equipment. | Pending | . 4/14/99 | | |
| GAME RAISER | US 75/695,859 | Basketball equipment | Pending | 4/30/99 | | |

| INTELLECTUAL PROPERTY: TRADEMARKS HUFFY CORPORATION: SPORTS | | | | | | |
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| GIVE & GO | US 75/491,279 | Basketball equipment. | Pending | 5/26/98 | | |
| HERCULES | US | Basketball backboards, poles and goals. | Pending | 12/15/99 | | |
| HIGHLIGHT FILM | US 75/705,989 | Lighted basketball equipment. | Pending | 5/13/99 | | |
| ніснііснт | US 75/704,580 | Lighted basketball equipment. | Pending | 5/13/99 | | |
| HIGH POST | US 75/559,109 | Basketball backboards. | Pending | 9/24/98 | | |
| HUFFY | VE 4.575-93 | Sporting goods. | Pending | 3/19/93 | | |
| HUFFY SPORTS | AE 27,176 | Basketball goal and backboard assemblies; basketballs | Pending | 6/17/98 | | |
| HUFFY SPORTS | BH 578/97 | Basketball goal and backboard assemblies | Pending | 4/27/97 | | |
| HUFFY SPORTS | CY 47707 | Basketball goal and backboard assemblies; basketballs | Pending | 4/22/97 | | |
| HUFFY SPORTS | EG 114,232 | Basketball goals, backboard assemblies and basketballs | Pending | 4/23/98 | | |
| HUFFY SPORTS | HR Z 970 841A | Basketball goal and backboard assemblies; basketballs | Pending | 5/21/97 | | |
| HUFFY SPORTS | IN 857,103 | Basketball equipment. | Pending | 5/20/99 | | |
| HUFFY SPORTS | KU 38617 | Basketball goal and backboard assemblies; basketballs | Pending | 12/27/97 | | |
| HUFFY SPORTS | MA 98/03855 | Basketball goal and backboard assemblies; basketballs | Pending | 3/30/98 | | |
| HUFFY SPORTS | OM 17,505 | Basketball goal and backboard assemblies, basketballs | Pending | 3/17/98 | | |

INTELLECTUAL PROPERTY: TRADEMARKS HUFFY CORPORATION: SPORTS

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| MARK | COUNTRY REG./SER. NO. | GOODS | STATUS | REG./FILING DATE |
| HUFFY SPORTS | PH 118,736 | Basketball goal and backboard assemblies; basketballs | Pending | 3/11/97 |
| HUFFY SPORTS | QA 16,531 | Basketball goal and backboard assemblies, basketballs | Pending | 3/20/97 |
| HUFFY SPORTS | SK 9856/99 | Basketball goal and backboard assemblies; basketballs | Pending | 3/29/99 |
| HUFFY SPORTS | TH 384,171 | Basketball goals and backboard assemblies. | Pending | 3/29/99 |
| HUFFY SPORTS | VE 2799-97 | Basketball goal and backboard assemblies; basketballs | Pending | 2/18/97 |
| HUFFY SPORTS | ZA 97/4137 | Basketball goal and backboard assemblies; basketballs | Pending | 3/17/97 |
| HYDAPORT EX | US 75/695,861 | Basketball equipment. | Pending | 4/30/99 |
| HYDRA RIB | PH 4-1998- 02707 | Basketball backboard, poles and goals. | Pending | 4/16/98 |
| HYDRA RIB | PO Z-180,207 | Sporting goods in Class 28. | Pending | 11/17/97 |
| HYDRA RIB | US 75/578,919 | Basketball backboard, poles and goals. | Pending | 10/28/98 |
| INSTAHOOP | US 75/699,806 | Basketball equipment. | Pending | 5/4/99 |
| INSTANT REPLAY | US 75/486,894 | Basketball equipment. | Pending | 5/19/98 |
| IRON LIFT | US 75/486,893 | Basketball backboards, poles and goals. | Pending ** | 5/19/98 |
| J | US 75/699,799 | Basketball equipment. | Pending | 5/7/99 |
| LIGHT IT UP | US 75/699,482 | Basketball equipment. | Pending | 5/7/99 |
| LINE UP | US 75/699,501 | Basketball equipment. | Pending | 5/7/99 |
| MAIN COURT | US 75/578,491 | Basketball equipment. | Pending | 10/28/98 |

| | INTELLECTUAL PROPERTY: TRADEMARKS | | | | |
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| | HUFFY | CORPORATION: SPORT | S | | |
| <u>MARK</u> | COUNTRY REG./SER. NO. | GOODS | <u>STATUS</u> | REG./FILING DATE | |
| MIDNIGHT MADNESS | US 75/558,591 | Basketball backboards, poles and goals. | Pending | 9/24/98 | |
| MOVING ZONE | US 75/701,039 | Basketball equipment. | Pending | 5/7/99 | |
| NIGHT GAMES | US 75/798,442 | Basketball backboards, poles and goals. | Pending | 9/14/99 | |
| PICK 'N ROLL | US 75/749,176 | Basketball equipment. | Pending | 7/13/99 | |
| PIVOT PLAY | US 75/741,096 | Lighted basketball equipment. | Pending | 7/1/99 | |
| PLAY 2 WIN | US 75/699,502 | Basketball scorekeeping unit. | Pending | 5/7/99 | |
| POWER MOVE | US 75/697,385 | Basketball equipment. | Pending | 5/4/99 | |
| POWER BODY | US 75/696,475 | Basketball equipment. | Pending | 4/30/99 | |
| PRECISE HEIGHT | US 75/695,862 | Basketball equipment. | Pending | 4/30/99 | |
| PREMIER SERIES | US 75/637,537 | Basketball equipment. | Pending | 2/10/99 | |
| PRO LIFT | US 75/596,156 | Basketball backboards, poles and goals. | Pending ** | 11/19/99 | |
| RAISE IT UP | US 75/697,549 | Basketball equipment. | Pending | 5/4/99 | |
| RAPID MOVE | US 75/699,637 | Basketball equipment. | Pending | 5/7/99 | |
| RETRACT-A-BALL EX | US 75/697,245 | Basketball equipment. | Pending | 5/4/99 | |
| RIGHT HEIGHT | US 75/695,860 | Basketball equipment. | Pending | 4/30/99 | |
| RIP 'N SWEEP | US 75/697,244 | Basketball equipment. | Pending | 5/4/99 | |
| ROCK ZONE | US 75/699,483 | Basketball equipment. | Pending | 5/7/99 | |
| ROLLING THUNDER | US 75/699,508 | Basketball equipment. | Pending* | 5/7/99 | |
| SATELLIGHT | US 75/741,041 | Lighted basketball equipment. | Pending | 7/.1/99 | |

| INTELLECTUAL PROPERTY: TRADEMARKS | | | | | |
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| | HUFFY (| CORPORATION: SPORT | S | | |
| <u>MARK</u> | COUNTRY REG./SER. NO. | GOODS | <u>STATUS</u> | REG./FILING DATE | |
| SHADOW PLAY | US 75/699,480 | Basketball equipment. | Pending | 5/7/99 | |
| SHIFT N' LIFT | US 75/591,917 | Basketball backboards, poles and goals. | Pending ** | 11/19/98 | |
| SHIFT 'N SHOOT | US 75/596,157 | Basketball backboards, poles and goals. | Pending | 11/19/98 | |
| SHOT IN THE DARK | US 75/697,242 | Basketball equipment. | Pending | 5/4/99 | |
| SKIP PASS | US 75/699,484 | Basketball equipment. | Pending | 5/7/99 | |
| SMOOTH GLIDE | US 75/699,487 | Basketball equipment. | Pending | 5/7/99 | |
| SMOOTH OPERATOR | US 75/682,938 | Basketball equipment. | Pending | 4/14/99 | |
| SMOOTH MOVE | US 75/699,859 | Basketball equipment. | Pending | 5/4/99 | |
| SPECTRATECH | US 75/696,477 | Basketball equipment. | Pending | 4/30/99 | |
| SPIN MOVE | US 75/699,490 | Basketball equipment. | Pending | 5/7/99 | |
| SPYDER | US 75/500521 | Basketball backboards, poles and goals. | Pending * | 6/11/98 | |
| SURE FOOT | US 75/696,476 | Basketball equipment. | Pending | 4/30/99 | |
| SWIFT LIFT | US 75/562814 | Basketball backboards, poles and goals. | Pending ** | 10/1/98 | |
| THE PLAY ANYWHERE BACKBOARD AND RIM | US 75/798,228 | Basketball equipment. | Pending | 4/14/99 | |
| TIP IN | US 75/476,275 | Basketball accessories, namely, backboards, poles and goals. | Pending | 4/29/98 | |
| TRANSITION | US 75/699,486 | Basketball equipment. | Pending | 5/7/99 | |
| TRANSITION MOVE | US 75/699,488 | Basketball equipment. | Pending | 5/7/99 | |
| WIDE BODY | US 75/456,525 | Weight bearing base ballasts. | Pending | 3/25/98 | |

| Intellectual Property: Trademarks | | | | |
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| HUFFY CORPORATION: SPORTS | | | | |
| <u>MARK</u> | COUNTRY REG./SER. NO. | GOODS | <u>STATUS</u> | REG./FILING DATE |
| ZERO GRAVITY | US 75/558,617 | Basketball backboards and goals. | Pending | 9/24/98 |

Note: Please see the Huffy Brands Company portion of this schedule for additional marks as the Huffy Sports Division of Huffy Corporation has been licensed to use several marks owned by Huffy Brands Company.

- * The marks containing a single asterisk in the status column are currently active but the Brand has made a business decision to discontinue pursuit of the mark.
- ** The marks containing a double asterisk in the status column are currently active but the Brand has made a business decision to discontinue pursuit of the mark based upon a cease and desist letter from Lifetime products which cites their LIFT family of marks.

| | INTELLECTUAL PROPERTY: TRADEMARKS | | | | | |
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| | HUFFY CORPORATION: BICYCLES | | | | | |
| <u>MARK</u> | COUNTRY REG./SER. NO. | <u>GOODS</u> | STATUS | REG./FILING DATE | | |
| 626 AND DESIGN | CA 324044 | Bicycles | Registered | 2/27/87 | | |
| AEROCRUISER | US 1834564 | Combination wheeled bicycle trailer and stroller | Registered | 5/3/94 | | |
| AMERICA'S FIRST CHOICE | US 1863647 | Bicycles | Registered | 11/22/94 | | |
| BANDIT | US 1124461 | Bicycles | Registered | 8/28/79 | | |
| CATALINA | US 1507051 | Bicycles | Registered | 10/04/88 | | |
| COLOR WAVES | CA 365103 | Bicycles | Registered | 2/02/90 | | |
| CROSS TRAINER | FR 1671458 | Bicycles | Registered | 6/14/91 | | |
| CROSS WIND | FR 1715432 | Bicycles | Registered | 12/27/91 | | |
| CYCLONE | US 1977281 | Bicycles | Registered | 5/28/96 | | |
| DAYTON AND DESIGN | US 514533 | Bicycles | Registered | 8/30/49 | | |
| DR. SHOCK | US 1854129 | Bicycles | Registered | 9/13/94 | | |
| DRASTIC | US 2037595 | Bicycles | Registered | 2/11/97 | | |
| DURALITE | CA 344594 | Bicycles | Registered | 9/09/88 | | |
| EASY STRIDER | CA 433588 | Strollers | Registered | 9/23/94 | | |
| ELECTRO-LIGHT | US 1947442 | Bicycles | Registered | 1/09/96 | | |
| FIRST BIKES | CA 367482 | Bicycles | Registered | 4/06/90 | | |
| FIRST BIKES | US 1535193 | Bicycles | Registered | 4/18/89 | | |
| FIRST BIKES | US 1323927 | Bicycles | Registered | 3/05/85 | | |
| FIRST BIKES AND DESIGN | US 1352702 | Bicycles | Registered | 8/06/85 | | |
| FREESTYLE EXPERT AND DESIGN | CA 372301 | Bicycles | Registered | 8/24/90 | | |

| INTELLECTUAL PROPERTY: TRADEMARKS | | | | | |
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| | HUFFY | CORPORATION: BIC | CLES | | |
| <u>MARK</u> | COUNTRY REG./SER. NO. | GOODS | STATUS | REG./FILING DATE | |
| HOLIDAY | US 573518 | Bicycles | Registered | 4/21/53 | |
| "H" LOGO | VE 114.345-F | Bicycles | Registered | 9/23/85 | |
| HUFFY | AR 1556577 | Bicycles | Registered | 3/31/95 | |
| HUFFY | AS 141927 | Bicycles | Registered | 5/11/92 | |
| HUFFY | AU A355243 | Bicycles | Registered | 1/07/81 | |
| HUFFY | BE B10033 | Bicycles | Registered | 8/20/84 | |
| HUFFY | BO C-59896 | Bicycles | Registered | 12/06/95 | |
| HUFFY | BR 816960950 | Bicycles | Registered | 3/22/94 | |
| HUFFY | BX 374869 | Bicycles | Registered | 5/22/81 | |
| HUFFY | CA 282599 | Bicycles | Registered | 8/19/83 | |
| HUFFY | CA 410759 | Strollers | Registered | 4/09/93 | |
| HUFFY | CN 7211353 | Bicycles | Registered | 12/21/94 | |
| HUFFY | CO 153959 | Bicycles | Registered | 2/28/94 | |
| HUFFY (DESIGN) | CR 59.217 | Bicycles | Registered | 8/17/91 | |
| HUFFY | DE 0968/83 | Bicycles | Registered | 3/25/83 | |
| HUFFY | DR 33864 | Bicycles | Registered | 5/27/82 | |
| HUFFY | EC 980 | Bicycles | Registered | 5/20/82 | |
| HUFFY | ES 126 | Bicycles | Registered | 7/16/96 | |
| HUFFY | EU 31138 | Bicycles | Registered | 3/13/98 | |
| HUFFY | FI 125262 | Bicycles | Registered | 2/22/93 | |
| HUFFY | FR 1211334 | Bicycles | Registered | 8/13/82 | |
| HUFFY | GE 1045560 | Bicycles | Registered | 2/24/94 | |

| INTELLECTUAL PROPERTY: TRADEMARKS | | | | | |
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| HUFFY CORPORATION: BICYCLES | | | | | |
| MARK | COUNTRY REG./SER. NO. | GOODS | STATUS | REG,/FILING DATE | |
| HUFFY | GR 108664 | Bicycles | Registered | 7/17/94 | |
| HUFFY | HK 5187/1994 | Bicycles | Registered | 8/30/94 | |
| HUFFY | HO 59229 | Bicycles | Registered | 1/10/94 | |
| HUFFY | HU 135724 | Bicycles | Registered | 4/15/92 | |
| HUFFY | IT 637743 | Bicycles | Registered | 3/15/95 | |
| HUFFY | JA 2373779 | Bicycles | Registered | 1/31/92 | |
| HUFFY | JM 20777 | Bicycles | Registered | 9/06/82 | |
| HUFFY | KY 1154319 | Bicycles | Registered | 9/12/97 | |
| HUFFY | ME 354855 | Apparatus for Vehicles | Registered | 11/04/88 | |
| HUFFY | MT 15688 | Vehicles | Registered | 9/04/92 | |
| HUFFY | MY 92/08262 | Bicycles | Registered | 11/24/92 | |
| HUFFY | NI 25999C.C. | Bicycles | Registered | 6/14/94 | |
| HUFFY | NO 116484 | Bicycles | Registered | 5/10/84 | |
| HUFFY | NZ 237833 | Strollers | Registered | 6/13/94 | |
| HUFFY | NZ 219428 | Bicycles | Registered | 3/11/96 | |
| HUFFY | PE 72706 | Bicycles | Registered | 1/05/93 | |
| HUFFY | PH 60830 | Bicycles | Registered | 6/20/95 | |
| HUFFY | PO R-80511 | Bicycles | Registered | 3/31/92 | |
| HUFFY | PR 32479 | Bicycles | Registered | 2/26/93 | |
| HUFFY | PT 281173 | Bicycles | Registered | 11/29/93 | |
| HUFFY | SK 272354 | Bicycles | Registered | 8/20/93 | |
| HUFFY | SR 173 475 | Bicycles | Registered | 3/24/92 | |

| Intellectual Property: Trademarks | | | | | |
|-----------------------------------|-----------------------------|-------------------|------------|---------------------|--|
| | HUFFY | CORPORATION: BICY | CLES | | |
| <u>MARK</u> | COUNTRY REG./SER. NO. | GOODS | STATUS | REG./FILING DATE | |
| HUFFY | SW 184014 | Bicycles | Registered | 11/19/82 | |
| HUFFY | SZ 395.951 | Bicycles | Registered | 2/28/92 | |
| HUFFY | TH 13936 | Bicycles | Registered | 11/10/92 | |
| HUFFY | TW 00621407 | Bicycles | Registered | 11/16/93 | |
| HUFFY | UK 1154319 | Bicycles | Registered | 5/19/81 | |
| HUFFY | UR 252661 | Bicycles | Registered | 9/25/92 | |
| HUFFY | VE 114.323-F | Bicycles | Registered | 9/23/85 | |
| HUFFY | CL 382887 | Bicycles | Registered | 3/16/82 | |
| HUFFY | CZ 174913 | Bicycles | Registered | 3/24/92 | |
| HUFFY | CR 60110 | Bicycles | Registered | 1/29/82 | |
| LOW DOWN | US 1968958 | Bicycles | Registered | 4/16/96 | |
| MAIN STREET | US 1771326 | Bicycles | Registered | 5/18/93 | |
| METALOID | US 2073245 | Bicycles Helmets | Registered | 6/24/97 | |
| METALOID | US 1989336 | Bicycles | Registered | 7/23/96 | |
| MISS ROCKER AND DESIGN | CA 363439 | Bicycles | Registered | 11/10/89 | |
| MISS ROCKER AND DESIGN | US 1520777 | Bicycles | Registered | 1/17/89 | |
| MTN FURY | US 1995304 | Bicycles | Registered | 8/20/96 | |
| MUD SLINGER | US 1842337 | Bicycles | Registered | 6/28/94 | |
| OLYMPIA | US 1393948 | Bicycles | Registered | 5/20/86 | |
| OPTI-INDEX | US 1960905 | Bicycles | Registered | 3/5/96 | |
| POP STAR | US 2007182 | Bicycles | Registered | 10/08/96 | |

| Intellectual Property: Trademarks | | | | | |
|-----------------------------------|-----------------------------|------------------|--------------|---------------------|--|
| | HUFFY | CORPORATION: BIC | YCLES | | |
| <u>MARK</u> | COUNTRY REG./SER. NO. | GOODS | STATUS | REG./FILING DATE | |
| PRO THUNDER (STYLIZED) | US 1148410 | Bicycles | Registered | 3/17/81 | |
| PULSAR | US 1603622 | Bicycles | Registered | 6/26/90 | |
| REGIS R | US 1829338 | Bicycles | Registered | 4/05/94 | |
| RETRIKE | US 1822612 | Bicycles | Registered | 2/22/94 | |
| SAHARA | US 2301950 | Bicycles | Registered * | 12/21/99 | |
| SANTA FE | US 1219055 | Bicycles | Registered | 12/07/82 | |
| SAVANNAH | US 1389003 | Bicycles | Registered | 4/08/86 | |
| SECRET TREASURES | US 1843592 | Bicycles | Registered | 7/05/94 | |
| SIGMA AND DESIGN | CA 340806 | Bicycles | Registered | 05/20/88 | |
| STALKER | CA 365102 | Bicycles | Registered | 2/02/90 | |
| STREET ROCKER | FI 121856 | Bicycles | Registered | 9/07/92 | |
| STREET ROCKER | FR 1676125 | Bicycles | Registered | 7/02/91 | |
| STREET ROCKER | GE 2026349 | Bicycles | Registered | 6/19/91 | |
| STREET STOCK | US 1828217 | Bicycles | Registered | 3/29/94 | |
| SWEET DREAMS | US 1654853 | Bicycles | Registered | 8/27/91 | |
| SWEET STYLE AND DESIGN | CA 337763 | Bicycles | Registered | 1/13/97 | |
| SWEET THUNDER | US 1283289 | Bicycles | Registered | 6/26/84 | |
| TECHTRA | CA 340490 | Bicycles | Registered | 5/20/88 | |
| TECHTRA SPORTS | US 1994232 | Bicycles | Registered | 8/13/96 | |
| THE ULTIMATE RIDING EXPERIENCE | US 1263548 | Bicycles | Registered | 1/10/84 | |
| THUNDER ROAD | CA 229648 | Bicycles | Registered | 8/11/78 | |

| INTELLECTUAL PROPERTY: TRADEMARKS | | | | | |
|-----------------------------------|-----------------------------|--------------------|--------------|---------------------|--|
| | HUFFY | CORPORATION: BICYC | CLES | | |
| <u>MARK</u> | COUNTRY REG./SER. NO. | GOODS | STATUS | REG./FILING DATE | |
| THUNDER ROAD | US 1021035 | Bicycles | Registered | 9/23/75 | |
| TOW-N-STROLL | US 1815407 | Strollers | Registered | 1/04/94 | |
| TREMOR | US 1895581 | Bicycles | Registered | 5/23/95 | |
| TRIKEBIKE | US 2301950 | Bicycles | Registered * | 4/5/94 | |
| TRITON | US 1660348 | Bicycles | Registered | 10/08/91 | |
| ULTIMA | US 1611156 | Bicycles | Registered | 8/28/90 | |
| VORTEX AND DESIGN | CA 344667 | Bicycles | Registered | 9/09/88 | |
| WHITE HEAT | US 1629074 | Bicycles | Registered | 12/25/90 | |
| ALUMNINA | US 75/591909 | Bicycles | Pending | 11/19/98 | |
| BLACKWATER | US 75/591916 | Bicycles | Pending | 11/19/98 | |
| B-ONE | US 75/585296 | Bicycles | Pending | 11/11/98 | |
| BUZZ | US 75/639014 | Motorized Scooters | Pending | 2/11/99 | |
| DELIRUIM | US 75/586430 | Bicycles | Pending | 11/11/98 | |
| DSX | US 75/762014 | Bicycles | Pending | 7/27/99 | |
| ENIGMA | US 75/585293 | Bicycles | Pending | 11/11/98 | |
| FLAT BED | US 75/585292 | Bicycles | Pending | 11/11/98 | |
| GRINDER | US | Bicycles | Pending | 10/19/99 | |

| INTELLECTUAL PROPERTY: TRADEMARKS | | | | |
|-----------------------------------|-----------------------------|--------------------------|---------------|---------------------|
| | HUFFY | CORPORATION: BICYCI | LES | |
| MARK | COUNTRY REG./SER. NO. | GOODS | <u>STATUS</u> | REG./FILING DATE |
| HALF TON | US 75/586418 | Bicycles | Pending | 11/11/98 |
| HEART STYLE | US 75/558590 | Bicycles | Pending | 9/24/98 |
| HUFFY | PA 066128 | Bicycles | Pending | 5/20/93 |
| HUFFY | US 75/772860 | Bicycles | Pending | 8/10/99 |
| HUFFY AND DESIGN | US 75/421449 | Bicycles | Pending | 1/22/98 |
| H HUFFY DESIGN | US 75/668145 | Bicycles | Pending | 3/25/99 |
| LIVE WIRE | US 75/555547 | Bicycles | Pending | 9/21/98 |
| MICRO | US 75/809614 | Non - Motorized Scooters | Pending | 9/28/99 |
| мЈ-12 | US 75/592263 | Bicycles | Pending | 11/19/98 |
| MOJAVE GULCH | US 75/596158 | Bicycles | Pending | 11/19/98 |
| ONE TON | US 75/585294 | Bicycles | Pending | 11/11/98 |
| PARK & PATH | US 75/558626 | Bicycles | Pending | 9/24/98 |
| POWER CAM | US 75/586431 | Bicycles | Pending | 11/11/98 |
| PRIMUS | US 75/555542 | Bicycles | Pending | 9/21/98 |

| | Intellectual Property: Trademarks | | | | |
|--------------|-----------------------------------|------------------|---------------|---------------------|--|
| | HUFFY | CORPORATION: BIC | VCLES | | |
| <u>MARK</u> | COUNTRY REG./SER. NO. | GOODS | <u>STATUS</u> | REG./FILING DATE | |
| QUARTER TON | US 75/585298 | Bicycles | Pending | 11/11/98 | |
| RADIUS | US 75/587442 | Bicycles | Pending | 11/10/98 | |
| REBIKE | US 75/749202 | Bicycles | Pending | 7/13/99 | |
| SC-24 | US 75/555545 | Bicycles | Pending | 9/24/98 | |
| SELECTRIC | US 75/558616 | Bicycles | Pending | 11/11/98 | |
| SUPERCHARGER | US 75/586429 | Bicycles | Pending | 11/04/98 | |
| SUPER DELUXE | US 75/582770 | Bicycles | Pending | 10/19/99 | |
| TAIL WHIP | US | Bicycles | Pending | 10/19/99 | |
| TANTRUM | US 75/555544 | Bicycles | Pending | 9/21/98 | |
| THE SPECIAL | US 75/555543 | Bicycles | Pending | 9/21/98 | |
| TOWN & TRAIL | US 75/558189 | Bicycles | Pending | 9/24/98 | |
| TL-88 | US 75/555962 | Bicycles | Pending | 9/21/98 | |
| TWISTER | US 75/585295 | Bicycles | Pending | 11/11/98 | |
| WARP DRIVE | US 75/596159 | Bicycles | Pending | 11/19/98 | |

| INTELLECTUAL PROPERTY: TRADEMARKS | | | | |
|-----------------------------------|-----------------------------|---------------------|---------|---------------------|
| | HUFFY | CORPORATION: BICYCI | ÆS | |
| MARK | COUNTRY REG./SER. NO. | GOODS | STATUS | REG,/FILING DATE |
| WILD RIVER | US 75/591907 | Bicycles | Pending | 11/19/98 |

Note: Please see the Huffy Brands Company portion of this schedule for additional marks as the Huffy Bicycle Division of Huffy Corporation has been licensed to use several marks owned by Huffy Brands Company.

* The marks containing a single asterisk in the status column are currently active but the Brand has made a business decision to discontinue pursuit of the mark.

EXHIBIT B TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF LICENSES

None.

B- 1

EXHIBIT C TO

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

| STATE OF) | |
|--|---|
| STATE OF | |
| KNOW ALL MEN BY THESE PRESENTS having an office at 225 Byers Road, Miamisburg, C severally, CONGRESS FINANCIAL CORPORAT each of its officers, its true and lawful attorney, with power and authority to perform the following acts of the control of t | ION (CENTRAL) ("Secured Party"), and h full power of substitution and with full |
| 1. Execution and delivery of any and all a assignment, or other papers which Secured Party, in for the purpose of assigning, selling, or otherwise d Debtor in and to any trademarks and all registration renewals thereof, or for the purpose of recording, re other formality with respect to the foregoing. | its discretion, deems necessary or advisable isposing of all right, title, and interest of s, recordings, reissues, extensions, and |
| 2. Execution and delivery of any and all d papers which Secured Party, in its discretion, deems purposes described in Subparagraph 1 hereof. | |
| This Power of Attorney is made pursuant to Security Agreement, dated of even date herewith, be "Security Agreement") and is subject to the terms at Attorney, being coupled with an interest, is irrevocatefined in the Security Agreement, are paid in full a writing by Secured Party. | etween Debtor and Secured Party (the nd provisions thereof. This Power of able until all "Obligations", as such term is |
| Dated: January, 2000 | |
| | HUFFY CORPORATION |
| | By: |
| | Title: |
| | |

C- 1

26844-3

| STATE OF |) | |
|-----------------------------|---|-------------------------|
| COUNTY OF |) ss.:) | |
| | uary, 2000, before me personally came worn, did depose and say, that he is the | of HUFFY |
| CORPORATION the corporation | on described in and which executed the fo | regoing instrument; and |
| | | |
| | Notary Pub | olic |

C- 2

OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C.

230 Park Avenue New York, NY 10169-0075

> Telephone: (212) 661-9100 Telecopier: (212) 682-6104

May 21, 2001

VIA FEDERAL EXPRESS

U.S. Patent and Trademark Office Assignment Division Box Assignments, CG-4 1213 Jefferson Davis Highway, Suite 320 Washington, DC 20231 RECEIVED

788 HAY 22 FAIR: 4

ASSIGNMENT CONTROL

BIVESHEET

Re: Congress Financial Corporation with Huffy Corporation, et al.

Dear Sir/Madam:

We are in receipt of the United States Patent and Trademark Office Notice of Recordation of Assignment Document recording Congress' security interest in the trademarks of Huffy Corporation.

Enclosed are the documents which we received regarding the recordation. We have since discovered that one of the registration numbers is incorrect. Trademark registration number 2034566 should be 2034556. Accordingly, we request that you correct this error. Enclosed is check number 18185, dated May 21, 2001, in the amount of \$40.00 to cover the cost of correction.

Please acknowledge receipt of the foregoing on the enclosed copy of this letter annexed hereto and return in the self-addressed, stamped envelope.

If you have any questions or comments with respect to the enclosures or the foregoing, please call us collect at (212) 661-9100.

Thank you for your attention.

Very truly yours,

OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C.

Helen M. Linehan

Paralegal

| Encls. | |
|--------|---------------------|
| cc: | Lon M. Singer, Esq. |
| | . |
| | |
| | |
| RECE | IPT ACKNOWLEDGED: |
| By: | |
| · | |
| Title: | |

104713-1



UNITED STATES DEPARTMENT OF COMMERCE Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER OF PATENTS AND TRADEMARKS Washington, D.C. 20231

NOVEMBER 15, 2000

PTAS

OTTERBOURG, STEINDLER, HOUSTON & ROSEN HELEN M. LINEHAN 230 PARK AVENUE NEW YORK, NEW YORK 10169



NOTICE

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 06/20/2000

REEL/FRAME: 002089/0114

NUMBER OF PAGES: 40

BRIEF: TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

ASSIGNOR:

HUFFY CORPORATION

DOC DATE: 01/26/2000 CITIZENSHIP: OHIO ENTITY: Corporation

CITIZENSHIP: ILLINOIS ENTITY: Corporation

ASSIGNEE:

CONGRESS FINANCIAL CORPORATION (CENTRAL)

150 SOUTH WACKER DRIVE, SUITE 2200 CHICAGO, ILLINOIS 60606

APPLICATION NUMBER: 75704043

FILING DATE: 05/13/1999

ISSUE DATE:

MARK: ACCUGLIDE

REGISTRATION NUMBER:

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75779291 FILING DATE: 08/19/1999 REGISTRATION NUMBER: 2352042 ISSUE DATE: 05/23/2000

MARK: BE A PLAYER

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75501825 FILING DATE: 06/15/1998 REGISTRATION NUMBER: ISSUE DATE:

MARK: ACCULIFT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75700759
REGISTRATION NUMBER: FILING DATE: 05/07/1999

ISSUE DATE:

MARK: BOX OUT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75491280 FILING DATE: 05/26/1998 REGISTRATION NUMBER: 2375860 ISSUE DATE: 08/08/2000

MARK: ALLEY HOOPS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75637536 REGISTRATION NUMBER: FILING DATE: 02/10/1999

ISSUE DATE:

MARK: COLORLAST

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75591909 FILING DATE: 11/19/1998 REGISTRATION NUMBER: 2318657 ISSUE DATE: 02/15/2000

MARK: ALUMINA

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75591916 FILING DATE: 11/19/1998 REGISTRATION NUMBER: 2318658 ISSUE DATE: 02/15/2000

MARK: BLACKWATER

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75585296 FILING DATE: 11/11/1998 REGISTRATION NUMBER: 2311332 ISSUE DATE: 01/25/2000

MARK: B-ONE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

FILING DATE: 02/11/1999 APPLICATION NUMBER: 75639014

REGISTRATION NUMBER: ISSUE DATE:

MARK: BUZZ

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75586430 FILING DATE: 11/11/1998 REGISTRATION NUMBER: 2313897 ISSUE DATE: 02/01/2000

MARK: DELIRIUM

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75762014 FILING DATE: 07/27/1999

REGISTRATION NUMBER: ISSUE DATE:

MARK: DSX

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75585293 REGISTRATION NUMBER: 2306065 FILING DATE: 11/11/1998 ISSUE DATE: 01/04/2000

MARK: ENIGMA

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75585292 FILING DATE: 11/11/1998 REGISTRATION NUMBER: 2309086 ISSUE DATE: 01/18/2000

MARK: FLAT BED

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75586418 FILING DATE: 10/30/1999

REGISTRATION NUMBER: ISSUE DATE:

MARK: HALF TON

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75558590 FILING DATE: 09/24/1998 REGISTRATION NUMBER: 2311120 ISSUE DATE: 01/25/2000

MARK: HEART STYLE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75772860 FILING DATE: 08/10/1999 REGISTRATION NUMBER: 2352005 ISSUE DATE: 05/23/2000

MARK: HUFFY

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75421449
REGISTRATION NUMBER: 2336612 FILING DATE: 01/22/1998 ISSUE DATE: 03/28/2000

MARK: HUFFY

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 75668145 FILING DATE: 03/25/1999 REGISTRATION NUMBER: 2319496 ISSUE DATE: 02/15/2000

MARK: H HUFFY

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 75555547 REGISTRATION NUMBER:

ISSUE DATE:

FILING DATE: 09/21/1998

MARK: LIVE WIRE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75809614 FILING DATE: 09/28/1999

ISSUE DATE: REGISTRATION NUMBER:

MARK: MICRO

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

FILING DATE: 11/19/1998 ISSUE DATE: 08/01/2000 APPLICATION NUMBER: 75592263
REGISTRATION NUMBER: 2372188

MARK: MJ12

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75596158 FILING DATE: 11/19/1998 REGISTRATION NUMBER: 2370195 ISSUE DATE: 07/25/2000

MARK: MOJAVE GULCH

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75585294 FILING DATE: 11/11/1998 REGISTRATION NUMBER: 2306066 ISSUE DATE: 01/04/2000

MARK: ONE TON

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75558626 REGISTRATION NUMBER: FILING DATE: 09/24/1998

ISSUE DATE:

MARK: PARK & PATH

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75586431 FILING DATE: 11/11/1998 REGISTRATION NUMBER: 2316098 ISSUE DATE: 02/08/2000

MARK: POWER CAM

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

FILING DATE: 09/21/1998 APPLICATION NUMBER: 75555542

ISSUE DATE: REGISTRATION NUMBER:

MARK: PRIMUS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

FILING DATE: 09/21/1998 APPLICATION NUMBER: 75555545

ISSUE DATE: REGISTRATION NUMBER:

MARK: SC-24

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75558616 REGISTRATION NUMBER:

FILING DATE: 09/24/1998

ISSUE DATE:

MARK: SELECTRIC

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75586429 FILING DATE: 11/11/1998 REGISTRATION NUMBER: 2316097 ISSUE DATE: 02/08/2000

MARK: SUPERCHARGER

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75582770 FILING DATE: 11/04/1998 REGISTRATION NUMBER: 2401331 ISSUE DATE: 11/07/2000

MARK: SUPER DELUXE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75555544 FILING DATE: 09/21/1998 ISSUE DATE: REGISTRATION NUMBER:

MARK: TANTRUM

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75555543 FILING DATE: 09/21/1998 REGISTRATION NUMBER:

ISSUE DATE:

MARK: THE SPECIAL

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75558189

REGISTRATION NUMBER:

FILING DATE: 09/24/1998

ISSUE DATE:

MARK: TOWN & TRAIL

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75555962 FILING DATE: 09/21/1998 REGISTRATION NUMBER: ISSUE DATE:

REGISTRATION NUMBER:

MARK: TL-88

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75585295 REGISTRATION NUMBER:

FILING DATE: 11/11/1998

ISSUE DATE:

MARK: TWISTER

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75596159 FILING DATE: 11/19/1998 REGISTRATION NUMBER: 2311472 ISSUE DATE: 01/25/2000

MARK: WARP DRIVE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75695863
REGISTRATION NUMBER:

REGISTRATION NUMBER:

FILING DATE: 04/30/1999

ISSUE DATE:

MARK: COURT SUPPORT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75682937 FILING DATE: 04/14/1999

REGISTRATION NUMBER: ISSUE DATE:

MARK: CROSS-OVER MOVE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75371798 REGISTRATION NUMBER: 2388167 FILING DATE: 10/10/1997

ISSUE DATE: 09/19/2000

MARK: DOUBLE DOWN

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75699798 FILING DATE: 05/07/1999 REGISTRATION NUMBER: ISSUE DATE:

REGISTRATION NUMBER:

MARK: EASY GLIDE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75763369 FILING DATE: 07/29/1999 REGISTRATION NUMBER: 2392369 ISSUE DATE: 10/03/2000

MARK: EASY MOVE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75562813 FILING DATE: 10/01/1998

REGISTRATION NUMBER: ISSUE DATE:

MARK: EXACTALIFT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75699805 FILING DATE: 05/04/1999

REGISTRATION NUMBER: ISSUE DATE:

MARK: EZ MOVE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75502033 FILING DATE: 06/15/1998 REGISTRATION NUMBER: 2371586 ISSUE DATE: 07/25/2000

MARK: EZ STORE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75682939 FILING DATE: 04/14/1999

ISSUE DATE: REGISTRATION NUMBER:

MARK: FOUR POINT PLAY

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75683482 FILING DATE: 04/14/1999 REGISTRATION NUMBER: ISSUE DATE:

MARK: 4WD

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75695859 REGISTRATION NUMBER:

FILING DATE: 04/30/1999

ISSUE DATE:

MARK: GAME RAISER

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75491279 FILING DATE: 05/26/1998 REGISTRATION NUMBER: 2363014 ISSUE DATE: 06/27/2000

MARK: GIVE & GO

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75705989 FILING DATE: 05/13/1999 REGISTRATION NUMBER: ISSUE DATE:

MARK: HIGHLIGHT FILM

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75704580 REGISTRATION NUMBER:

FILING DATE: 05/13/1999

ISSUE DATE:

MARK: HIGHLIGHT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75559109 FILING DATE: 09/24/1998 REGISTRATION NUMBER: 2396362 ISSUE DATE: 10/17/2000

MARK: HIGH POST

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75695861 FILING DATE: 04/30/1999 REGISTRATION NUMBER:

ISSUE DATE:

MARK: HYDAPORT EX

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75578919 FILING DATE: 10/28/1998 REGISTRATION NUMBER: 2354734 ISSUE DATE: 06/06/2000

MARK: HYDRA-RIB

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75699806 FILING DATE: 05/04/1999 REGISTRATION NUMBER: ISSUE DATE: REGISTRATION NUMBER:

MARK: INSTAHOOP

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75486894
REGISTRATION NUMBER:

FILING DATE: 05/19/1998

ISSUE DATE:

MARK: INSTANT REPLAY

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75486893 FILING DATE: 05/19/1998 REGISTRATION NUMBER: ISSUE DATE:

REGISTRATION NUMBER:

MARK: IRON LIFT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75699799 FILING DATE: 05/07/1999

ISSUE DATE: REGISTRATION NUMBER:

MARK: J

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75699482 FILING DATE: 05/07/1999 REGISTRATION NUMBER: ISSUE DATE:

REGISTRATION NUMBER:

MARK: LIGHT IT UP

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75699501 FILING DATE: 05/07/1999
REGISTRATION NUMBER: 75699501

REGISTRATION NUMBER:

MARK: LINE UP

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75578491 REGISTRATION NUMBER: 2360825 FILING DATE: 10/30/1998 ISSUE DATE: 06/20/2000

MARK: MAIN COURT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75558591 FILING DATE: 09/24/1998 REGISTRATION NUMBER: 2384018 ISSUE DATE: 09/05/2000

MARK: MIDNIGHT MADNESS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75701039 FILING DATE: 05/07/1999

ISSUE DATE: REGISTRATION NUMBER:

MARK: MOVING ZONE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75798442 FILING DATE: 09/14/1999

ISSUE DATE: REGISTRATION NUMBER:

MARK: NIGHT GAMES

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75749176 REGISTRATION NUMBER: 2343665

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ISSUE DATE: 04/18/2000

MARK: PICK 'N ROLL

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75741096 REGISTRATION NUMBER: 2392352 FILING DATE: 07/01/1999 ISSUE DATE: 10/03/2000

MARK: PIVOT PLAY

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75699502 FILING DATE: 05/07/1999

ISSUE DATE: REGISTRATION NUMBER:

MARK: PLAY 2 WIN

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75697385 FILING DATE: 05/04/1999

ISSUE DATE: REGISTRATION NUMBER:

MARK: POWER MOVE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

FILING DATE: 04/30/1999 APPLICATION NUMBER: 75696475

REGISTRATION NUMBER: ISSUE DATE:

MARK: POWER BODY

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75695862 FILING DATE: 04/30/1999

ISSUE DATE: REGISTRATION NUMBER:

MARK: PRECISE HEIGHT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75637537 REGISTRATION NUMBER: 2388654 FILING DATE: 02/10/1999

ISSUE DATE: 09/19/2000

MARK: PREMIER SERIES

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75596156 FILING DATE: 11/19/1998

ISSUE DATE: REGISTRATION NUMBER:

MARK: PRO LIFT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

FILING DATE: 05/04/1999 APPLICATION NUMBER: 75697549

ISSUE DATE: REGISTRATION NUMBER:

MARK: RAISE IT UP

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75699637 REGISTRATION NUMBER:

FILING DATE: 05/07/1999

ISSUE DATE:

MARK: RAPID MOVE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75697245 FILING DATE: 05/04/1999

REGISTRATION NUMBER: ISSUE DATE:

MARK: RETRACT-A-BALL EX

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75695860 FILING DATE: 04/30/1999

REGISTRATION NUMBER: ISSUE DATE:

MARK: RIGHT HEIGHT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75697244 FILING DATE: 05/04/1999 REGISTRATION NUMBER: ISSUE DATE:

MARK: RIP N' SWEEP

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75699483 FILING DATE: 05/07/1999

REGISTRATION NUMBER: ISSUE DATE:

MARK: ROCK ZONE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75699508
REGISTRATION NUMBER: FILING DATE: 05/07/1999

ISSUE DATE: REGISTRATION NUMBER:

MARK: ROLLING THUNDER

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75741041 FILING DATE: 07/01/1999 REGISTRATION NUMBER: 2394347 FILING DATE: 10/10/2000

MARK: SATELLIGHT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75699480 FILING DATE: 05/07/1999 ISSUE DATE:

REGISTRATION NUMBER:

MARK: SHADOW PLAY

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75591917 FILING DATE: 11/19/1998 REGISTRATION NUMBER: ISSUE DATE:

REGISTRATION NUMBER: ISSUE DATE:

MARK: SHIFT 'N LIFT

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 75596157 FILING DATE: 11/19/1998 REGISTRATION NUMBER: 2388570 FILING DATE: 09/19/2000

MARK: SHIFT'N SHOOT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75697242 FILING DATE: 05/04/1999

REGISTRATION NUMBER: ISSUE DATE:

MARK: SHOT IN THE DARK

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75699484 FILING DATE: 05/07/1999

REGISTRATION NUMBER: ISSUE DATE:

MARK: SKIP PASS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75699487 FILING DATE: 05/07/1999 REGISTRATION NUMBER: ISSUE DATE:

MARK: SMOOTH GLIDE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75682938 FILING DATE: 04/14/1999

ISSUE DATE: REGISTRATION NUMBER:

MARK: SMOOTH OPERATOR

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75699859 FILING DATE: 05/04/1999

ISSUE DATE: REGISTRATION NUMBER:

MARK: SMOOTH MOVE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75696477 FILING DATE: 04/30/1999

ISSUE DATE: REGISTRATION NUMBER:

MARK: SPECTRATECH

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

FILING DATE: 05/07/1999 APPLICATION NUMBER: 75699490

ISSUE DATE: REGISTRATION NUMBER:

MARK: SPIN MOVE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75500521 FILING DATE: 06/11/1998 REGISTRATION NUMBER: ISSUE DATE:

REGISTRATION NUMBER:

MARK: SPYDER

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75696476
REGISTRATION NUMBER:

FILING DATE: 04/30/1999

ISSUE DATE:

MARK: SURE FOOT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75562814 FILING DATE: 10/01/1998 REGISTRATION NUMBER: ISSUE DATE:

MARK: SWIFT LIFT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75798228 FILING DATE: 09/14/1999

REGISTRATION NUMBER: ISSUE DATE:

MARK: THE PLAY ANYWHERE BACKBOARD AND RIM

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75476275 FILING DATE: 04/29/1998 REGISTRATION NUMBER: 2344084 ISSUE DATE: 04/18/2000

MARK: TIP IN

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75699486 FILING DATE: 05/07/1999 REGISTRATION NUMBER: ISSUE DATE:

REGISTRATION NUMBER:

MARK: TRANSITION

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75699488
REGISTRATION NUMBER: FILING DATE: 05/07/1999

REGISTRATION NUMBER: ISSUE DATE:

MARK: TRANSITION MOVE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75456525 FILING DATE: 03/25/1998 REGISTRATION NUMBER: ISSUE DATE:

REGISTRATION NUMBER:

MARK: WIDE BODY

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75558617 FILING DATE: 09/24/1998 REGISTRATION NUMBER: 2325669 ISSUE DATE: 03/07/2000

MARK: ZERO GRAVITY

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75591907 FILING DATE: 11/19/1998 REGISTRATION NUMBER: 2318656 ISSUE DATE: 02/15/2000

MARK: WILD RIVER

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73838792 FILING DATE: 11/13/1989 REGISTRATION NUMBER: 1662569 ISSUE DATE: 10/29/1991

MARK: ARENA

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74557701 FILING DATE: 08/05/1994 REGISTRATION NUMBER: 1927645 ISSUE DATE: 10/17/1995

MARK: CENTER COURT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75090501 FILING DATE: 04/18/1996 REGISTRATION NUMBER: 2069210 ISSUE DATE: 06/10/1997

MARK: BEAN TOWN

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74693853 FILING DATE: 06/26/1995 REGISTRATION NUMBER: 2016528 ISSUE DATE: 11/12/1996

MARK: CLEAR COURT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73529233 FILING DATE: 03/28/1985 REGISTRATION NUMBER: 1364643 ISSUE DATE: 10/08/1985

MARK: BODY GUARD

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75558190 FILING DATE: 09/24/1998 REGISTRATION NUMBER: 2301943 ISSUE DATE: 12/21/1999

MARK: GET VERTICAL

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74507691 FILING DATE: 03/31/1994 REGISTRATION NUMBER: 1892240 ISSUE DATE: 05/02/1995

MARK: GORILLA GOAL

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75439830 FILING DATE: 02/24/1998 REGISTRATION NUMBER: 2298883 FILING DATE: 12/07/1999

MARK: ON THE FLY

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74541170 FILING DATE: 06/24/1994 REGISTRATION NUMBER: 2061781 ISSUE DATE: 05/13/1997

MARK: PERFORMANCE SERIES

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 72335011 FILING DATE: 08/11/1969 REGISTRATION NUMBER: 0903429 ISSUE DATE: 12/01/1970

MARK: PRO-SHOT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 72178755 FILING DATE: 10/10/1963 REGISTRATION NUMBER: 0775310 ISSUE DATE: 08/18/1964

MARK: PRO SHOT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73838783 REGISTRATION NUMBER: 1604834 FILING DATE: 11/13/1989 ISSUE DATE: 07/03/1990

MARK: PRO SLAM

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74584099 FILING DATE: 10/11/1994 REGISTRATION NUMBER: 1954498 ISSUE DATE: 02/06/1996

MARK: SLAM JAM

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74626069 FILING DATE: 01/26/1995 REGISTRATION NUMBER: 1992126 ISSUE DATE: 08/06/1996

MARK: SUPER JAM

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74366534 FILING DATE: 03/10/1993 REGISTRATION NUMBER: 1831437 ISSUE DATE: 04/19/1994

MARK: SURE SHOT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 75343220 FILING DATE: 08/19/1997 REGISTRATION NUMBER: 2289366 ISSUE DATE: 10/26/1999

MARK: U TURN LIFT SYSTEM

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75000140 FILING DATE: 10/02/1995 REGISTRATION NUMBER: 2034566 ISSUE DATE: 01/28/1997

MARK: SIMON SAYS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74333932 FILING DATE: 11/23/1992 REGISTRATION NUMBER: 1834564 ISSUE DATE: 05/03/1994

MARK: AEROCRUISER

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

TRADEMARK

APPLICATION NUMBER: 74422131 FILING DATE: 08/09/1993 REGISTRATION NUMBER: 1863647 ISSUE DATE: 11/22/1994

MARK: AMERICA'S FIRST CHOICE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73170661 FILING DATE: 05/17/1978 REGISTRATION NUMBER: 1124461 ISSUE DATE: 08/28/1979

MARK: BANDIT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73715240 FILING DATE: 03/07/1988 REGISTRATION NUMBER: 1507051 ISSUE DATE: 10/04/1988

MARK: CATALINA

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74546400 FILING DATE: 07/06/1994 REGISTRATION NUMBER: 1977281 ISSUE DATE: 05/28/1996

MARK: CYCLONE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 71554569 FILING DATE: 04/14/1948 REGISTRATION NUMBER: 0514533 ISSUE DATE: 08/30/1949

MARK: D DAYTON

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74368287 FILING DATE: 03/16/1993 REGISTRATION NUMBER: 1854129 ISSUE DATE: 09/13/1994

MARK: DR. SHOCK

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74610900 FILING DATE: 12/14/1994 REGISTRATION NUMBER: 2037595 ISSUE DATE: 02/11/1997

MARK: DRASTIC

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74497832 FILING DATE: 03/07/1994 REGISTRATION NUMBER: 1947442 ISSUE DATE: 01/09/1996

MARK: ELECTROLIGHT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73737971 FILING DATE: 07/05/1988 REGISTRATION NUMBER: 1535193 FILING DATE: 04/18/1989

MARK: FIRST BIKES

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73428027 FILING DATE: 05/31/1983 REGISTRATION NUMBER: 1323927 ISSUE DATE: 03/05/1985

MARK: FIRST BIKES

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73518192 FILING DATE: 01/18/1985 REGISTRATION NUMBER: 1352702 FILING DATE: 08/06/1985

MARK: FIRST BIKES

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 71631809 FILING DATE: 06/26/1952 REGISTRATION NUMBER: 0573518 ISSUE DATE: 04/21/1953

MARK: HOLIDAY

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 74233132 FILING DATE: 12/23/1991 REGISTRATION NUMBER: 1771326 ISSUE DATE: 05/18/1993

MARK: MAIN STREET

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75013263 FILING DATE: 11/01/1995 REGISTRATION NUMBER: 2073245 ISSUE DATE: 06/24/1997

MARK: METALOID

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74626070 FILING DATE: 01/26/1995 REGISTRATION NUMBER: 1989336 ISSUE DATE: 07/23/1996

MARK: METALOID

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73718433 FILING DATE: 03/24/1988 REGISTRATION NUMBER: 1520777 ISSUE DATE: 01/17/1989

MARK: MISS ROCKER

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 74710678 FILING DATE: 08/03/1995 REGISTRATION NUMBER: 1995304 FILING DATE: 08/20/1996

MARK: MTN FURY

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74240538 FILING DATE: 01/27/1992 REGISTRATION NUMBER: 1842337 ISSUE DATE: 06/28/1994

MARK: MUD SLINGER

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

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FM25NicutoDATE 20621/02/1983 ISSUE DATE: 05/20/1986

MARK: OLYMPIA

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74506692 FILING DATE: 03/29/1994 ISSUE DATE: 03/05/1996

REGISTRATION NUMBER: 1960905

APPLICATION NUMBER: 73411993 REGISTRATION NUMBER: 1393948

MARK: OPTI-INDEX

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74653560 REGISTRATION NUMBER: 2007182 FILING DATE: 03/30/1995 ISSUE DATE: 10/08/1996

MARK: POP STAR

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

FILING DATE: 05/29/1979 APPLICATION NUMBER: 73217369 REGISTRATION NUMBER: 1148410 ISSUE DATE: 03/17/1981

MARK: PRO THUNDER

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 73747374 FILING DATE: 08/22/1988 ISSUE DATE: 06/26/1990

REGISTRATION NUMBER: 1603622

MARK: PULSAR

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74395102 REGISTRATION NUMBER: 1829338 FILING DATE: 05/27/1993

ISSUE DATE: 04/05/1994

MARK: REGIS R

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

FILING DATE: 05/27/1993 APPLICATION NUMBER: 74395103 ISSUE DATE: 02/22/1994

REGISTRATION NUMBER: 1822612

MARK: RETRIKE

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 73348163 REGISTRATION NUMBER: 1219055 FILING DATE: 02/01/1982 ISSUE DATE: 12/07/1982

MARK: SANTA FE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

FILING DATE: 09/26/1985 APPLICATION NUMBER: 73560301

REGISTRATION NUMBER: 1389003 ISSUE DATE: 04/08/1986

MARK: SAVANNAH

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 74369347 FILING DATE: 03/16/1993 REGISTRATION NUMBER: 1843592 ISSUE DATE: 07/05/1994

MARK: SECRET TREASURES

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74400574 FILING DATE: 06/11/1993 REGISTRATION NUMBER: 1828217 FILING DATE: 03/29/1994

MARK: STREET STOCK

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74031616 FILING DATE: 02/23/1990 REGISTRATION NUMBER: 1654853 ISSUE DATE: 08/27/1991

MARK: SWEET DREAMS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73428021 FILING DATE: 05/31/1983 REGISTRATION NUMBER: 1283289 ISSUE DATE: 06/26/1984

MARK: SWEET THUNDER

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75975067 FILING DATE: 05/24/1993 REGISTRATION NUMBER: 1994232 ISSUE DATE: 08/13/1996

MARK: TECHTRA SPORTS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73358307 FILING DATE: 04/05/1982 REGISTRATION NUMBER: 1263548 ISSUE DATE: 01/10/1984

MARK: THE ULTIMATE RIDING EXPERIENCE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73045642 FILING DATE: 03/03/1975 REGISTRATION NUMBER: 1021035 ISSUE DATE: 09/23/1975

MARK: THUNDER ROAD

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74271597 FILING DATE: 05/01/1992 REGISTRATION NUMBER: 1815407 ISSUE DATE: 01/04/1994

MARK: TOW-N-STROLL

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74409655 FILING DATE: 07/06/1993 REGISTRATION NUMBER: 1895581 FILING DATE: 05/23/1995

MARK: TREMOR

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75559110 FILING DATE: 09/24/1998 REGISTRATION NUMBER: 2301950 ISSUE DATE: 12/21/1999

MARK: SAHARA

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74019309 FILING DATE: 01/16/1990 REGISTRATION NUMBER: 1660348 ISSUE DATE: 10/08/1991

MARK: TRITON

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73746146 FILING DATE: 08/15/1988 REGISTRATION NUMBER: 1611156 ISSUE DATE: 08/28/1990

MARK: ULTIMA

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74044796 FILING DATE: 04/02/1990 REGISTRATION NUMBER: 1629074 ISSUE DATE: 12/25/1990

MARK: WHITE HEAT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75585298 FILING DATE: 11/11/1998 REGISTRATION NUMBER: 2311333 ISSUE DATE: 01/25/2000

MARK: QUARTER TON

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75587442 FILING DATE: 11/10/1998 REGISTRATION NUMBER: 2334974 ISSUE DATE: 03/28/2000

MARK: RADIUS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75749202 FILING DATE: 07/13/1999 REGISTRATION NUMBER: 2341461 ISSUE DATE: 04/11/2000

MARK: REBIKE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

SEDLEY PYNE, PARALEGAL ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

RECORDED: 05/22/2001