

DATE OF DEPOSIT: June 1, 2001

06-07-2001

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. Unless filed with a new application, mail to: BOX ASSIGNMENT, Commissioner of Patents and Trademarks, Washington, D.C. 20231.

1. Name of conveying part(ies):

Western States Import Company, Inc.

Additional name(s) of conveying party(ies) attached?

 Yes No

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

The Derby Cycle Corporation
a Delaware corporation,
22710 - 72nd Avenue South
P.O. Box 97072
Kent, Washington 98032

Additional name(s) & address(es) attached?

 Yes No

3. Nature of conveyance:

 Assignment Merger Security Agreement Change of Name Other

Execution Date: February 4, 1999

4. Application Number(s) or Trademark Number(s)

A. U.S. Trademark Registration No.(s) 1646783

B. U.S. Trademark Application No.(s)

Additional Numbers attached? Yes No

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

Name: Bruce T. Goto
 Riddell Williams P.S.
 1001 Fourth Avenue Plaza
 Suite 4500
 Seattle, Washington 98154-1065

6. Total number of U.S. trademark applications and registrations involved: One (1)

7. Total fee (37 C.F.R. 3.41) \$40.00
 (\$40.00 for 1st in document/ \$25 for each subsequent in document)
 Check No. 59238 is enclosed in this amount

8. The Commissioner is hereby authorized to charge any deficiency or credit any overpayment to deposit account number: 50-0946

DO NOT USE THIS SPACE

9. Statement and Signature:

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

Bruce T. Goto

Name of Person Signing

Signature

June 1, 2001

Date

Total Number of pages including cover sheet, attachments and document: Fourteen (14)

ASSIGNMENT OF NON-UK TRADE MARKS

between

WESTERN STATES IMPORT COMPANY INC.

as Assignor

and

THE DERBY CYCLE CORPORATION

as Assignee

SIMMONS & SIMMONS

21 Wilson Street London EC2M 2TX
Tel: 0171-628 2020 / 528 9292 Fax: 0171-628 2070 DX Box No 12

TRADEMARK
REEL: 002309 FRAME: 0647

THIS ASSIGNMENT is dated

and made

BETWEEN:

- (1) WESTERN STATES IMPORT COMPANY INC. a company incorporated in California, USA whose principal/registered office is at 4030 Via Pescador, Camarillo, CA 93612-5008 (the "Assignor"); and
- (2) THE DERBY CYCLE CORPORATION a company incorporated in the state of Delaware, USA whose principal/registered office is at 22710 72nd Avenue South, Kent, Washington, WA 98032, United States of America (the "Assignee").

W H E R E A S :

- (A) The Assignor is the beneficial owner of and the registered proprietor of or applicant for the trade marks listed in the Schedule hereto ("the Trade Marks").
- (B) The Assignor has agreed to assign all its right title and interest in and to the Trade Marks to the Assignee for the consideration hereinafter mentioned.

NOW THIS ASSIGNMENT WITNESSETH as follows :

1. In consideration of the sum of US\$1 now paid by the Assignee to the Assignor (the receipt of which sum the Assignor hereby acknowledges) the Assignor HEREBY ASSIGNS with full title guarantee to the Assignee absolutely free from all liens, charges, security interests and/or encumbrances whatsoever all its right title and interest in and to the Trade Marks including the benefit of the applications for registration with the intention that when the applications are granted the registrations will vest in the Assignee and including any common law rights and all the goodwill attaching to the Trade Marks.
2. The Assignment hereby effected shall include the right for the Assignee to bring proceedings against any third party in respect of the Trade Marks (including proceedings against any third party for infringement of the Trade Marks or for passing off or for otherwise infringing the rights of the Assignor in the Trade Marks). The Assignor hereby agrees and undertakes to render to the Assignee (at its request) all such assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Trade Marks and the Assignee shall indemnify the Assignor in respect of all costs and expenses (including reasonable legal costs) actually incurred by it in providing the Assignee with such assistance.
3. The Assignor hereby covenants that at the cost and request of the Assignee at any time and from time to time it will execute such deeds or documents and do such acts or things and provide such assistance as may, in each case, be necessary or desirable

to give effect to this Assignment including, in particular, executing confirmatory assignments in such form as the Assignee may reasonably require for the purpose of recording/registering the assignment hereby effected at any registry.

4. This Assignment shall be governed by and construed in accordance with English Law and the parties hereto submit to the exclusive jurisdiction of the English courts.
5. This Assignment may be executed in any number of counterparts each of which shall be deemed an original, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF this Assignment has been executed the day and year first above written

SCHEDULE

Country	Mark	Class	(Application No.) / Registration No.
Austria	Diamond Back	12	123918
Benelux	Avenir	06, 09, 12, 18, 20, 25, 28	451989
Benelux	Diamond Back	12	447291
Bosnia/ Herzegovina	Avenir	06, 09, 12, 25, 28	BAZR97 1995A
Bosnia/ Herzegovina	Diamond Back	12	BAZR97 1996A
Bulgaria	Avenir	6, 9, 12, 25, & 28	18474
Bulgaria	Diamond Back	12	019261
Canada	A Avenir	N/A	350519
Canada	Diamond Back	N/A	394,274
Canada	Avenir	N/A	351,118
Canada	Diamond Back	N/A	291,787 (Associated with 394,274)
Canada	Avenir	N/A	375,145
Canada	Avenir	N/A	374,541
China	Avenir	18	361509

Country	Mark	Class	(Application No.) / Registration No.
China	Avenir	09	357910
China	Avenir	06, 09, 20	357627
China	Avenir	12	354745
China	Avenir	12	357134
China	Avenir	25	362486
China	Diamond Back	12	363061
China	Avenir	25	362752
China	Avenir	25	361140
Croatia	Avenir	06, 09, 12, 25, 28	Z9932624N
Croatia	Diamond Back	12	Z9932623N
Czechoslovakia	Avenir	06, 12, 18, 25, 28	168321
Czechoslovakia	Diamond Back	12	168594
Denmark	Avenir	06, 09, 12, 25, 28	VR07.816 1991
Finland	Avenir	06, 09, 12, 21, 28	113430
France	Centurion	12	1375120
France	A Avenir & Device	12	1533028
German Federal Republic	Diamond Back	12	1137439

Country	Mark	Class	(Application No.)/ Registration No.
Greece	Diamond Back	12	099833
Greece	Avenir	06, 09, 12, 25, 28	099832
Hong Kong	Avenir	06	B2981/1989
Hong Kong	Avenir	09	B3647/1989
Hong Kong	Avenir	12	B2103/1990
Hong Kong	Avenir	25	B50/1990
Hong Kong	Diamond Back	12	B3756/90
Hungary	Avenir	06, 09, 12, 25, 28	130234
Hungary	Diamond Back	12	130728
Indonesia	Avenir	6, 25	281931
Israel	Avenir	6	76237
Israel	Avenir	9	73238
Israel	Avenir	25	76240
Israel	Diamond Back	12	T/76236
Italy	Diamond Back	12	547,353
Italy	Avenir	06, 09, 12, 25, 28	547,354
Japan	D & Device	06, 08	2,308,753
Japan	A & Device	09, 15, 25, 28	2,372,358

Country	Mark	Class	(Application No.) / Registration No.
Japan	A & Device	14, 18, 21, 26	2,240,417
Japan	Avenir	12	2,304,173
Japan	D & Device	11, 21	2,211,429
Japan	A J & Device	12	2,173,673
Japan	Sandstreak	12	58073757
Japan	D A & Device	24, 25	2,248,416
Japan	D J & Device	18, 25	2,230,107
Japan	D J & Device	07	2,199,720
Malaya	Avenir	12	90002907
Malaya	Avenir	06	90002905
Mexico	Diamond Back	12	399,573
New Zealand	A Avenir & Device	09	173178
New Zealand	A Avenir & Device	12	173177
New Zealand	A Avenir & Device	06	173179
New Zealand	A Avenir & Device	28	173174
New Zealand	A Avenir & Device	25	173175
New Zealand	A Avenir & Device	18	194689
New Zealand	A Avenir & Device	21	194688

Country	Mark	Class	(Application No.)/ Registration No.
Norway	Diamond Back	12	143214
Norway	Avenir	06, 09, 12, 18, 21, 25, 28	138528
Poland	Diamond Back	12	067693
Poland	Avenir	06, 09, 12, 25, 28	067692
Portugal	Avenir	06	264192
Portugal	Avenir	09	264193
Portugal	Avenir	12	264194
Portugal	Diamond Back	12	264197
Portugal	Avenir	28	264196
Portugal	Avenir	25	264195
Singapore	Avenir	06	3480/90
Singapore	Avenir	12	3478/90
Singapore	Avenir	28	3476/90
Singapore	Avenir	09	3479/90
Singapore	Avenir	25	3477/90
Singapore	Diamond Back	12	3475/90
Slovenia	Diamond Back	12	Z-90080054
Slovenia	Avenir	06, 09, 12, 25, 28	Z-90080449

Country	Mark	Class	(Application No.) / Registration No.
South Africa	Avenir	6	91/0618
South Africa	Avenir	9	91/0619
South Africa	Avenir	12	91/0620
South Africa	Avenir	25	91/0621
South Africa	Avenir	28	91/0622
South Africa	Diamond Back	12	91/0442
South Korea	Avenir	25	135015
South Korea	Avenir	12	136940
Spain	Avenir	12	1573456
Spain	Avenir	28	1573458
Spain	Avenir	25	1573457
Spain	Avenir	09	1573455
Sweden	Avenir	06, 09, 12, 25, 28	237505
Switzerland	Diamond Back	12	366233
Switzerland	Avenir	06, 09, 12, 18, 20, 21, 25, 28	366232
Taiwan	Ridge Runner	12	247953
Taiwan	Avenir	01, 17	320005
Taiwan	Avenir	06	328489

Country	Mark	Class	(Application No.) / Registration No.
Taiwan	Avenir	12	324800
Taiwan	Avenir	18	326067
United States	Ignitor	12	2,155,016
United States	Interval	12	1,646,783
United States	Lakeside	12	1,984,059
United States	Le Mans	12	1,083,920
United States	Lil'one	12	2,154,973
United States	Lil'one	12	1,498,541
United States	Outlook	12	2,155,015
United States	Parkway	12	1,981,085
United States	Photon	12	1,658,928
United States	Preference	28	1,704,322
United States	Reactor	12	1,519,752
United States	Recoil	12	1,609,704
United States	Sandstreak	12	1,330,785
United States	Silver Streak	12	1,248,873
United States	Sorrento	12	1,704,795
United States	Tailwhip	12	1,704,806

Country	Mark	Class	(Application No.)/ Registration No.
United States	Topanga	12	1,985,212
United States	Tour Mate	12	1,318,952
United States	Viper	12	1,274,259
United States	Comfort Plus	12	1,925,348
United States	Avenir	6, 9, 12, 25, 28	1,398,237
United States	Apex	12	2,094,016
United States	Formula 1 (Stylized)	12	1,310,988
United States	Dual Response	12	1,984,060
United States	Diamondback Trademark	12	2,149,275
United States	Diamondback Trademark	9	2,149,272
United States	Diamond Back	12	1,835,374
United States	Diamond Back	12	1,269,116
United States	Crestrview	12	2,149,502
United States	A.P.B	12	1,340,566

Signed by duly)
authorised for and on behalf of)
WESTERN STATES IMPORT)
COMPANY INC)
in the presence of:)



Signed by duly)
authorised for and on behalf of)
THE DERBY CYCLE CORPORATION)
in the presence of:)

08 JAN 1999 D9/246759_1(001078)

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