

09-28-2001



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REI

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Chase Manhattan International Limited

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other UK Registered Company

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

- Nature of conveyance: Assignment Merger Security Agreement Change of Name Other (Release)

Execution Date: August 15, 2001

2. Name and address of receiving party(ies) Name: Derby Holding Limited Internal Address: Street Address: 62 Triumph Road City: Nottingham State: England Zip: NG7 200

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other UK Registered Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s): A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1010107

Additional number(s) attached Yes No

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

Name: Allison Engel Internal Address: Paul, Weiss, Rifkind, Wharton & Garrison

Street Address: 1285 Avenue of the Americas

City: New York State: NY Zip: 10019-6064

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DA-028665-50-0706

(Attach duplicate copy of this page if paying by deposit account)*

DO NOT USE THIS SPACE

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

Allison Engel Name of Person Signing

Signature Allison Engel

9/17/01 Date

Total number of pages including cover sheet, attachments, and document: 9

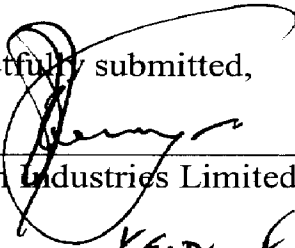
Mall documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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Designation of Domestic Representative

Registrant, Raleigh Industries Limited, hereby designates Allison Engel of the law firm Paul, Weiss, Rifkind, Wharton & Garrison, whose postal address is 1285 Avenue of the Americas, New York, NY 10019-6064, USA, Registrant's Domestic Representative in the United States upon whom notice or process in proceedings affecting the above-identified mark may be served, pursuant to Section 1(e) of the Lanham Act, 15 U.S.C. § 1051(e) and 37 C.F.R. § 2.24.

Respectfully submitted,



Raleigh Industries Limited

By: KEITH V. TESSYMAN

Name: CO SECRETARY

Title: 62, TAUNTON ROAD NOTTINGHAM

Address: NG 7 2DD ENGLAND

Telephone number: 0115 942 0202 x 5296

Dated: 13th September 2001.

DATED 15 August 2001

CHASE MANHATTAN INTERNATIONAL LIMITED
(as Security Agent)

- and -

CHASE MANHATTAN INTERNATIONAL LIMITED
(as Facility Agent)

DEED OF RELEASE

**WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY OF THE ORIGINAL**

Lovells 20/08/01

**LOVELLS
65 HOLBORN VIADUCT
LONDON EC1A 2DY**

Lovells

A6/MJK/CMA/886576.05
M0630.00012

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THIS DEED OF RELEASE is made on

15 August

2001

BY:

- (1) **Chase Manhattan International Limited** as agent for the Lenders (the "**Facility Agent**"); and
- (2) **Chase Manhattan International Limited** as security agent and trustee for the Finance Parties (the "**Security Agent**").

Whereas:

- (A) By a credit agreement dated 12 May 1998 (as amended and restated on November 22, 2000, as amended by the January Agreement, the February Agreement, and the March Agreement and otherwise as amended, restated, varied, supplemented or novated from time to time, the "**Credit Agreement**") and made between, among others, each of the parties hereto, each of the Companies detailed in Schedule 1 (each an "**Obligor**" and together the "**Obligors**") the Original Banks agreed to make certain credit facilities available to the Borrowers on the terms and conditions set out therein.
- (B) Under the Credit Agreement, the Guarantors guaranteed (in accordance with the terms set out in the Credit Agreement) to each Finance Party to the extent permitted by applicable law prompt performance by each Obligor other than DCC and Lyon Investments BV of all of its obligations under the Senior Finance Documents and the payment of all sums then or in the future payable to each Finance Party by each other Obligor other than DCC and Lyon Investments BV under or in connection with the Senior Finance Documents when and as the same shall become due.
- (C) As a result of the sale of the issued share capital of Koninklijke Gazelle BV, one of the Obligors, all amounts owing by the Obligors to the Finance Parties have been repaid in full, and the Security Agent and the Facility Agent have agreed to enter into this Deed to release the Obligors from all of their obligations and liabilities under the Senior Finance Documents (including, for the avoidance of doubt, the guarantee contained in clause 23 of the Credit Agreement) and to agree to release all security created by the Obligors in favour of the Security Agent as security for their liabilities owing to the Finance Parties.

NOW THIS DEED WITNESSES as follows:

1. **DEFINITIONS**

In this Deed, terms defined in the Credit Agreement, unless the context otherwise requires, shall bear the same meaning where used in this Deed, and in addition the following terms and expressions shall bear the following meanings:

"**Effective Date**" means the date hereof; and

"**Lenders**" means the Banks.

2. **RELEASE**

The Agents hereby release and discharge absolutely and irrevocably the Obligors from all covenants, indemnities, guarantees, powers of attorney, liabilities, obligations and commitments past, present and future whatsoever and howsoever arising under the Senior Finance Documents (or any of them) and hereby agree to use all reasonable endeavours promptly following the Effective Date to release, reassign and surrender to each Obligor all its undertaking, property and assets comprised in the Security

Documents free and clear from all charges, interests and rights in favour of the Security Agent and all claims and demands howsoever arising under the Security Documents and, as soon as is reasonably practicable, return all share certificates and other documents of title held in connection with the Security Documents to the Obligors.

3. **FURTHER ASSURANCE**

The Agents agree that they will, at the expense of the Obligors, do all things and execute any further documents as the Obligors may reasonably require for the purpose of giving effect to this Deed.

4. **AUTHORITY**

The Agents confirm that they have full power and authority to enter into this Deed, and the Security Agent confirms that in accordance with the Credit Agreement it received the consent of the Super Majority Banks to the releases contained in and contemplated under this Deed (including the release of all of the undertaking, property and assets of each Obligor comprised in the Security Documents) with effect from 19 July 2001.

5. **EFFECTIVE DATE**

The releases contained in clause 2 (*Release*) shall become effective only upon the Effective Date.

6. **COUNTERPARTS**

This Deed may be executed in any number of counterparts all of which counterparts taken together shall constitute one and the same instrument.

7. **GOVERNING LAW**

This Deed shall be governed by and construed in all respects in accordance with English Law.

IN WITNESS whereof this Deed has been executed as a Deed by the parties hereto, but shall only be treated as having been delivered and taking effect upon being dated.

SCHEDULE 1

THE OBLIGORS

Derby Holding Limited	England and Wales
Raleigh Industries Limited	England and Wales
Raleigh International Limited	England and Wales
Derby Cycle Corporation Limited (formerly Sturmey-Archer Limited)	England and Wales
Raleigh Industries of Canada Limited	Canada
The Derby Cycle Corporation	The United States of America
Raleigh BV	Netherlands
Raleigh Europe BV	Netherlands
Koninklijke Gazelle BV	Netherlands
Derby Nederland BV	Netherlands
Derby Holding BV	Netherlands
Lyon Investments BV	Netherlands
Derby Holding (Deutschland) GmbH	Germany
Raleigh Fahrräder GmbH	Germany
NW Sportger te GmbH	Germany
Derby Cycle Werke GmbH	Germany
Englebert Wiener Bike Parts GmbH	Germany
Univega Worldwide Licence GmbH	Germany
Univega Beteiligungen GmbH	Germany
Univega Bikes & Sports Europe GmbH (formerly MS Sport Vertriebs GmbH)	Germany
Derby Fahrräder GmbH	Germany
Derby WS Vermögensverwaltungs GmbH	Germany
Winora-Staiger GmbH	Germany
Curragh Finance Company	Ireland
Raleigh Ireland Limited	Ireland
The British Cycle Corporation Limited	England and Wales
Raleigh (Services) Limited	England and Wales
Triumph Cycle Company Limited	England and Wales
BSA Cycles Limited	England and Wales
Derby Sweden AB	Sweden
Bikeshop.com, Inc.	The United States of America

SCHEDULE 2

THE BANKS

ABN Amro Bank N.V.

BHF-Bank AG

BNP Paribas

Deutsche Bank AG, London

Dresdner Bank AG, New York and Grand Cayman Branch

HSBC Bank plc

KBC Bank (Nederland) NV

Lloyds TSB Bank Plc

Oldenburgische Landesbank AG

Scotiabank Europe plc

The Bank of Nova Scotia

The Chase Manhattan Bank

The Governor and Company of the Bank of Scotland

The Governor and Company of the Bank of Ireland

The Industrial Bank of Japan, Limited

The Sumitomo Bank, Limited


EXECUTION PAGE

The Security Agent

EXECUTED as a DEED by



as attorney of
Chase Manhattan International Limited
Acting as Security Agent

In the presence of: 

Name SIMON THOMPSON

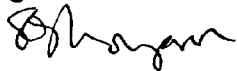
Address CHIFFORD CHANCE LLD, 208 A20ERSGATE STREET,
LONDON EC1A 4JS

The Facility Agent

EXECUTED as a DEED by



as attorney of
Chase Manhattan International Limited
Acting as Facility Agent

In the presence of 

Name SIMON THOMPSON

Address CHIFFORD CHANCE LLD, 208 A20ERSGATE STREET
LONDON EC1A 4JS