

09-28-2001



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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.

<p>1. Name of conveying party(ies): <u>Chase Manhattan International Limited</u> <b>9-21-01</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation-State  <input checked="" type="checkbox"/> Other <u>UK Registered Company</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Raleigh Industries Limited</u> Internal Address: _____ Street Address: <u>62 Triumph Road</u> City: <u>Nottingham</u> State: <u>England</u> Zip: <u>NG7 200</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input type="checkbox"/> Corporation-State _____  <input checked="" type="checkbox"/> Other <u>UK Registered Company</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:  <input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other <u>(Release)</u></p> <p>Execution Date: <u>August 15, 2001</u></p>	

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) <u>223090</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Allison Engel</u> Internal Address: <u>Paul, Weiss, Rifkind, Wharton &amp; Garrison</u> Street Address: <u>1285 Avenue of the Americas</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10019-6064</u></p>	<p>6. Total number of applications and registrations involved: ..... <input type="checkbox"/></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u>  <input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>DA-028665-50-0766</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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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                      Allison Engel                      9/17/01  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document:  7 (pp. 5 & 6 are 2-sided)

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

09/22/2001 10:40:01 00000184 50070F 0P3040  
40.00 TR

TRADEMARK  
REEL: 002374 FRAME: 0710

## Designation of Domestic Representative

Registrant, Derby Holding 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,



Derby Holding Limited

By: Simon J. Goddard

Name: Director

Title: 62 Triumph Road  
Nottingham NG7 2DD

Address: England

Telephone number: 011 44 115 916 3503

Dated: 13 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

10 Sept 2001

Lovells  
65 Holborn Viaduct  
London EC1A 2DY

Lovells

A6/MJK/CMA/886576.05  
M0630.00012

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**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

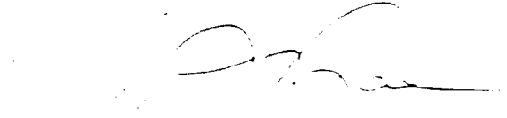
The Sumitomo Bank, Limited




EXECUTION PAGE

**The Security Agent**

EXECUTED as a DEED by



as attorney of  
**Chase Manhattan International Limited**  
**Acting as Security Agent**

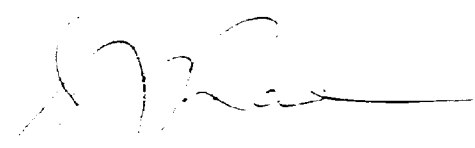
In the presence of: 

Name SIMON THOMPSON

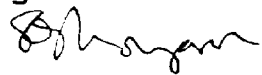
Address CLIFFORD CHANCE LLP, 200 ADELPHI STREET,  
LONDON EC4A 4JS

**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 CLIFFORD CHANCE LLP, 200 ADELPHI STREET  
LONDON EC4A 4JS