

10-01-2001



101862428

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association

Other

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

10/01/2001 DBYRNE 00000158 1996994

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 6150.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002377 FRAME: 0446

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed 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

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.

Tammy S. Settle



September 27, 2001

Name of Person Signing

Signature

Date Signed

Trademark and License Security Agreement

Between Schwinn Acquisition LLC and GMAC Business Credit, LLC

and Pacific Cycle, LLC

Trademark Registrations

SCHEDULE A

MARK	REGISTRATION NO.
DESIGN ONLY	1,996,994
4 BANGER	2,464,155
AEROFLIGHT	1,891,655
AEROSTAR	1,433,746
AIRDRIVER	1,889,246
APPLE KRATE	2,409,232
ARAGON	1,241,991
BANTAM	612,976
BLACK PHANTOM	1,674,150
BOMB PROOF	1,927,524
BOMB PROOF	1,966,214
BREEZE	796,307
CIMARRON	1,340,561
CIRCUIT	1,399,326
CLEAR CREEK	1,951,238
COLLEGIATE	612,977
CONTINENTAL	819,807
CORVETTE	604,129

MARK	REGISTRATION NO.
CROSSTRAIL	1,850,298
CYCLE AID	1,350,550
CYCLE-TRUCK	613,819
DEBBIE	743,696
DURO	1,403,929
ENF.	1,941,179
EPICENTER	1,905,568
FASTBACK	816,522
FIESTA	743,694
FLEET	743,693
FLIGHT	1,903,454
FORESIGHT	1,952,495
FRONTIER	1,617,535
FUL-FLOATING	863,836
GREMLIN	1,360,428
GREY GHOST	2,333,437
HEAVY-DUTI	821,747
HIGH SIERRA	1,403,037
HINDSIGHT	1,950,420
HOMEGROWN	2,016,847
HOMEGROWN	1,927,600
HURRICANE	436,727
JEDA	1,401,116

MARK	REGISTRATION NO.
KING-STING	1,164,587
LE TOUR	1,012,878
LEMON PEELER	864,158
LIL'CHIK	818,588
LIL'MISS	838,260
LITTLE FLIGHT	1,846,166
LOYD	744,670
MAG	860,476
MANTA-RAY	1,274,251
MAXIMIZER	1,202,624
MESA	2,092,106
MESA RUNNER	1,309,913
MIDGET	867,712
MINI-TWINN	853,089
MISS TEEN	819,033
MOAB	1,950,928
MOAB	1,866,329
NUB-HANDLES	1,867,588
ORANGE KRATE	2,396,349
PARAMOUNT	612,973
PARAMOUNT	1,544,320
PASSAGE	1,857,246
PELTON	1,322,052

MARK	REGISTRATION NO.
PHANTOM	927,188
POWER TOOL	1,911,266
POWER TOOL	1,961,484
PREDATOR	1,193,139
QULAIIFIER	1,836,704
RAM'S HORN	843,594
RIDE TUNED	2,245,883
RUN-A-BOUT	853,547
SIERRA	1,075,479
SLIK CHIK	790,961
SPEEDSTER	694,163
SPITFIRE	612,974
STARDUST	888,955
STARLET	534,778
STIK-SHIFT	828,031
STING-RAY	868,187
STING-RAY	842,749
STING-RAY	772,712
STRAIGHT 6	2,230,550
SUPER SOFT...AHH	1,927,536
SUPER SPORT	1,176,017
SUPER SPORT	2,035,919
THE STING	1,139,571

MARK	REGISTRATION NO.
THRASHER	1,197,221
TIGER	603,538
TIGRESS	1,410,411
TORNADO	744,039
TORNADO	436,735
TOWN AND COUNTRY	743,695
TRADESMAN	1,215,720
TRAVELER	1,195,109
TYPHOON	744,038
TYPHOON	440,782
VARSITY	581,559
VOYAGEUR	1,360,426
VOYGEUR	1,279,741
WORLD	612,975
XS	1,965,586
XS	1,946,664
X-TRA LITE	1,149,312
Z FLIGHT	1,847,289
Z-FLASH	1,874,618
DESIGN ONLY	373,108
¼ DASH	1,458,239
APPLE KRATE	864,157
BIG BOSS	947,222

MARK	REGISTRATION NO.
CALIENTE	1,075,477
CANDY	793,255
CHAMELEON	1,402,069
CO-ED	744,317
COMFORT FORM	1,011,237
COTTON PICKER	895,373
CRISSCROSS	1,616,646
CROSSCUT	1,673,857
CROSS-FIT	1,665,449
CROSSFLIGHT	1,843,550
CYCELPLANE	543,983
DOUBLETIME	1,743,901
DURA-COMP	1,522,551
EXCELSIOR	524,744
FAIR LADY	685,477
FLAT TRAK	1,124,459
FREE FORM BG	1,404,829
FREE FORM FX	1,361,741
GREY GHOST	923,116
HENDERSON	520,081
HIGH PLAINS	1,662,956
HIGH TIMBER	1,834,557
HITCH-QUICK	1,767,390

MARK	REGISTRATION NO.
HOLLYWOOD	526,978
HORNET	570,747
HP LE TOUR	985,958
HP SPORTS TOURING	985,957
HURRICANE 5	1,098,062
IMPACT	1,611,978
JAGUAR	604,122
KATAHDIN	1,682,374
KLUNKER 5	1,127,867
MADISON	1,416,535
MANTA-RAY	923,117
MAXIMIZER	1,503,796
METRO CYCLE	1,099,428
MIRADA	1,686,284
NEU-CITI	1,585,523
O S C	1,343,522
ORANGE CRATE	851,338
ORANGE CRATE	880,349
P	1,562,367
P PARAMOUNT DESIGN GROUP	1,579,853
P PARAMOUNT DESIGN GROUP	1,568,211
PARAMOUNTAIN	1,446,280
PASSAGE	1,399,324

MARK	REGISTRATION NO.
PEA PICKER	902,020
PIXIE	573,529
PREDATOR	1,264,877
PRELUDE	1,520,767
PREMIS	1,518,832
PRO CIRCUIT	1,446,277
PROJECT KOM	1,596,263
PROLOGUE	1,756,712
PROLOGUE	1,399,327
PUFF	525,125
QUALIFIER	1,360,427
QUARTERDASH	1,446,276
SCRAMBLER	1,024,173
SCRAMBLER BX	1,019,929
SIDEWINDER	1,062,075
SPEED THING	1,773,477
SPEED WORKS	1,423,019
SPORTABOUT	1,064,402
SPORTS TOURER	933,116
SPRINT	976,380
STING	1,577,667
STREAMLINER	612,978
STREETWISE	1,360,431

MARK	REGISTRATION NO.
SUBURBAN	895,374
SUBURBAN	1,836,705
SUPER RECORD	1,041,723
SUPER SPORT	939,576
SUPERIOR	1,424,745
TEMPO	1,360,430
TOWNSMAN	1,399,325
TRAVELER	573,383
TRI-OVAL TRI-CALIBER	1,361,742
VELOCE	1,589,099
VOLARE	1,095,888
VOYAGEUR	1,505,762
WOODLANDS	1,778,837
WORLD VOYAGEUR	1,008,953
YO! ROCK N ROLL	1,448,363
Z FACTOR	1,812,877
Z FORCE	1,834,558
Z FLIGHT	1,812,876
SWEET SPOT	2,231,504
YETI	1,940,778
YETI	1,619,738
YETI	1,939,520
YO!SCOOTER	1,458,240

Trademark and License Security Agreement

Between Schwinn Acquisition LLC and GMAC Business Credit, LLC

and Pacific Cycle, LLC

Trademark Applications

Schedule C

MARK	APPLICATION NO.
N-LITENED	76/048,688
HERCULITE	78/036,970
PROLOGUE	75/655,702
ROCKET RAY	78/037,280
SEQUENCE	78/035,535
SEQUENCE	78/035,537
WHAT A RIDE	76/115,446
BAJA	75/051,384
BLACK SHADOW	73/530,478
COMFORT MASTER	74/207,988
COTTON PICKER	74/675,273
COWTASTICS	74/622,922
DOUBLE HEADER	75/517,766
DOUBLE HEADER	75/193,630
DYNAGLIDE	75/062,356
ELASTAGLIDE	74/622,921
HOMEGROWN	75/127,510
HORIZON	75/057,169

MARK	APPLICATION NO.
HORNET	75/017,681
HYDRAGLIDE	75/062,058
L.E.V.	74/184,807
NIGHTHAWK	73/530,554
ORANGE KRATE	74/658,922
OVERLAND	75/033,707
POWERFLOW	75/124,296
POWERLOCK	75/087,445
PROMODIFIED	75/051,378
PRO STOCK	75/051,380
QUAD TECH	74/372,307
RACE TUNED	74/713,229
RIDE TUNED	74/713,228
ROCKET RAY	75/550,648
SOFTOUCH	73/838,143
STRAIGHT 4	75/085,777
STRAIGHT 6	75/085,797
SUPER MODIFIED	75/051,119
SUPER RECORD	75/127,511
SUPER STOCK	75/051,383
SUPERGLIDE	75/062,507
TORQUEFLITE	75/124,290
TRIBE	74/622,920

MARK	APPLICATION NO.
WHAT A RIDE	75/563,156
WHAT A RIDE	75/138,823
XS	75/650,904
YETI	75/067,334

TRADEMARK AND LICENSE SECURITY AGREEMENT

TRADEMARK AND LICENSE SECURITY AGREEMENT (“Agreement”) dated as of September 20, 2001, made by SCHWINN ACQUISITION LLC (“Grantor”), a Delaware limited liability company, in favor of GMAC Business Credit, LLC, a Delaware limited liability company, as agent (the “Agent”), for the lenders (“Lenders”) who are parties to that certain Credit Agreement of even date herewith (as the same may hereafter be amended or otherwise modified from time to time, the “Credit Agreement”) by and among Grantor, Pacific Cycle, LLC, a Delaware limited liability company (“Pacific Cycle”), Lenders and Agent.

W I T N E S S E T H:

WHEREAS, Lenders, Agent, Grantor have entered into the Credit Agreement pursuant to which Lenders have, subject to certain conditions precedent, agreed to make loans, advances and other financial accommodations (collectively, the “Loans”) to Grantor and Pacific Cycle (collectively, the “Loan Parties”); and

WHEREAS, Lenders have required as a condition, among others, to the making of the Loans, in order to secure the prompt and complete payment, observance and performance of all of Grantor’s obligations and liabilities hereunder, under the Credit Agreement, and under all of the other instruments, documents and agreements executed and delivered by Grantor to Agent in connection with the Credit Agreement (all such obligations and liabilities being hereinafter referred to collectively as the “Obligations”), that Grantor execute and deliver this Agreement to Agent for its benefit and the ratable benefit of Lenders.

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

1. Defined Terms.

- (i) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Credit Agreement shall have the meanings specified in the Credit Agreement.
- (ii) The words “hereof,” “herein” and “hereunder” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.

(iii) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Grantor hereby grants to Agent for its benefit and the ratable benefit of Lenders, a first priority security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, in all of Grantor's now owned or existing and filed and hereafter acquired or arising and filed:

- (i) trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A attached hereto, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this Section 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");
- (ii) the goodwill of Grantor's business connected with and symbolized by the Trademarks; and
- (iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications, whether Grantor is licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B attached hereto, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of Agent's rights under the Credit Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include (A) any license agreement which by its terms prohibits the grant of the security interest contemplated by

this Agreement or (B) any intent-to-use trademark applications to the extent the granting of a security interest hereunder shall in any way adversely affect such application.

3. Restrictions on Future Agreements. After the date hereof, Grantor will not, without the prior written consent of Agent (such consent not to be unreasonably withheld), enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will use its commercially reasonable efforts not to permit any action to be taken by licensees or others subject to its control, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Agent under this Agreement or the rights associated with those Trademarks which are necessary or desirable in the operation of Grantor's business.

4. New Trademarks. Grantor represents and warrants that the Trademarks and Licenses listed on Schedules A and B, respectively, include all of the trademarks, trademark registrations, trademark applications, trade names (used within the last three years), service marks, service mark registrations, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks and service mark applications now owned or held by Grantor. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications (except intent-to-use applications), trade names, service marks, service mark registrations, service mark applications or license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application (except intent-to-use applications), trade name, service mark, service mark registration or service mark application, the provisions of Section 2 shall automatically apply thereto and Grantor shall give to Agent prompt written notice thereof. Grantor hereby authorizes Agent to modify this Agreement by (a) amending Schedules A or B, as the case may be, to include any future trademarks, trademark registrations, trademark applications, trade names, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, service mark registrations, service mark applications and trade names that are Trademarks or Licenses under Section 2, or under this Section 4, and (b) filing, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedules A or B thereto, as the case may be, such future trademarks, trademark applications, trade names, service marks, service mark applications and license agreements in connection with trademarks,

registered trademarks, trademark applications, service marks, registered service marks, service mark applications and trade names which are Trademarks or Licenses under Section 2 or this Section 4.

5. Royalties. Grantor hereby agrees that the use by Agent of the Trademarks and Licenses as authorized pursuant to Section 11 shall be, to the extent permitted by applicable law, co-extensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to Grantor.
6. Nature and Continuation of Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full and the Credit Agreement terminated in accordance with its terms. At such time, the rights, liens and security interests granted to Agent hereunder shall also terminate and Agent shall promptly deliver to Grantor all such documents and instruments as may reasonably be necessary to terminate the Liens created pursuant to this Agreement and to evidence such termination, including, without limitation, the rights granted under Section 21.
7. Further Assignments and Security Interests. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Credit Agreement, Grantor agrees that Agent or a conservator appointed by Agent, shall have the right to establish such reasonable additional product quality controls as Agent or such conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks. Grantor agrees (i) except as provided in the Security Agreement, not to sell or assign its respective interests in, or grant any license not in the ordinary course of business under, the Trademarks or the Licenses without the prior written consent of Agent, such consent not to be unreasonably withheld, (ii) use reasonable efforts to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (iii) not to change the quality of such products in any material adverse respect without the prior written consent of Agent, such consent not to be unreasonably withheld.
8. Duties of Grantor. Grantor shall have the duty, to the extent desirable in the normal conduct of Grantor's business and consistent with Grantor's current business practices (i) to use reasonable efforts to prosecute diligently any trademark applications or service mark applications that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks as Grantor deems appropriate, and (iii) to take

reasonable steps to preserve and maintain all of Grantor's rights in the trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Grantor shall not abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be necessary or economically desirable, in the Grantor's reasonable judgment, in the operation of the Grantor's business. Grantor agrees to retain an experienced trademark attorney for the filing and prosecution of all such applications and other proceedings. Agent shall not have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the sole account of Grantor and added to the Obligations secured hereby.

9. Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Credit Agreement, Agent shall have the right, but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse and indemnify Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this Section 9 (including, without limitation, all reasonable attorneys' and paralegals' fees). If, for any reason whatsoever, Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.
10. Waivers. No course of dealing between Grantor and Agent, and no failure to exercise or delay in exercising on the part of Agent any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver of any of Agent's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the Credit Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
11. Agent's Exercise of Rights and Remedies Upon Event of Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement, or any other agreement executed in connection therewith. Without limiting the generality of the

foregoing, Grantor acknowledges and agrees that (i) the Trademarks and the Licenses comprise a portion of the Collateral and Agent shall have the right to exercise its rights under the Credit Agreement with respect to the Trademarks and the Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuance of an Event of Default, Agent or its nominee may use the Trademarks and the Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the Inventory, or otherwise in connection with the conduct of Grantor's business.

12. Authority of Agent. Grantor acknowledges that the rights and responsibilities of Agent under this Agreement with respect to any action taken by Agent or the exercise or non-exercise by Agent of any right or remedy provided for herein or resulting or arising out of this Agreement shall, as between Agent and Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between Agent and Grantor, Agent shall be conclusively presumed to be acting as agent for Lenders with full and valid authority so to act or refrain from acting, and Grantor shall be under no obligation, or entitlement, to make any inquiry respecting such authority.
13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by all the parties hereto.
15. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Grantor hereby irrevocably appoints Agent as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise to carry out the acts described below. Subject to the terms of the Credit Agreement, upon the occurrence and during the continuance of an Event of Default and the giving by Agent of written notice to Grantor of Agent's intention to enforce its rights and claims against Grantor, Grantor hereby authorizes Agent to, in its sole discretion (i) endorse Grantor's name on all applications, documents, papers and instruments

necessary or desirable for Agent in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Agent deems is in the best interest of Agent and Lenders, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. Agent shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 15 without taking like action with respect to the entire goodwill of Grantor's business connected with the use of, and symbolized by, such Trademarks. Grantor hereby ratifies all actions that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.

16. Binding Effect; Benefits. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Agent and its nominees, successors and assigns as permitted by the Credit Agreement. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however that Grantor shall not voluntarily assign its obligations hereunder without the prior written consent of Agent.
17. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as distinguished from the conflicts of law provisions) and decisions of the State of Illinois.
18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.
19. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.
20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

21. Right to Record Security Interest. Agent shall have the right, but not the obligation, at the expense of Grantor, to record this Agreement in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Agent, and Agent shall advise Grantor of such recordings. Upon satisfaction in full of the Obligations and termination of the Credit Agreement in accordance with its terms, Grantor shall have the right to effect the recording of such satisfaction or termination at the expense of Grantor in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Grantor. Agent and Grantor shall promptly cooperate to effect all such recordings hereunder.

[SIGNATURE PAGE FOLLOWS]

(Signature Page to Trademark and License Security Agreement)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

SCHWINN ACQUISITION LLC, a
Delaware limited liability company

By: Pacific Cycle, LLC

Is: Sole Member

By: _____

Name: _____

Title: _____

GMAC BUSINESS CREDIT, LLC,
a Delaware limited liability company,
as Agent for the Lenders

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing TRADEMARK AND LICENSE SECURITY AGREEMENT was executed and acknowledged before me this 20 day of September, 2001, by Christopher J. Spenberg, personally known to me to be the CEO of SCHWINN ACQUISITION LLC, a Delaware limited liability company, on behalf of such entity.

Meredith A. Pearson
Notary Public

My commission expires: 3/12/02

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing TRADEMARK AND LICENSE SECURITY AGREEMENT was executed and acknowledged before me this 20 day of September, 2001, by Mary C. Beckman, personally known to me to be the Director of GMAC BUSINESS CREDIT, LLC, a Delaware limited liability company, on behalf of such entity.

Meredith A. Pearson
Notary Public

My commission expires: 3/12/02

SCHEDULE B

to Trademark and License Security Agreement

LICENSES

Grantor is party to the following licenses:

Trademark License Agreement among Grantor, Nautilus, Inc. and Pacific Direct, LLC, as licensor, dated as of September 20, 2001, with respect to certain trademarks.