

03-12-2002

RECORDATION

TRADEMARK



102012308

FINANCE SECTION

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.

2-19-02

1. Name of conveying part(ies): WESTERN STATES IMPORT COMPANY, INC. A California Corporation

2. Name and address of receiving part(ies): THE DERBY CYCLE CORPORATION 22710 - 72ND Avenue South (Box 97072) Kent, Washington 98032

3. Nature of conveyance: [X] 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) 1985212 for TOPANGA B. U.S. Trademark Application No.(s)

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 applications and registrations involved: 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. 63466 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] Signature

2/13/02 Date

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

03/12/2002 ANHMD1 00000050 1985212

01 FC:481

40.00 DP

# 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: 0171-625 2020 / 528 9292 Fax: 0171-628 2070 DX Box No 12

TRADEMARK  
REEL: 002458 FRAME: 0518

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").

**WHEREAS:**

- (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

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/<br>Herzegovina | Avenir       | 06, 09, 12, 25, 28         | BAZR97 1995A                         |
| Bosnia/<br>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<br>(Associated with 394,274) |
| Canada                 | Avenir       | N/A                        | 375,145                              |
| Canada                 | Avenir       | N/A                        | 374,541                              |
| China                  | Avenir       | 18                         | 361509                               |

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REEL: 002458 FRAME: 0521

| 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 | Z932624N                             |
| Croatia                 | Diamond Back      | 12                 | Z932623N                             |
| 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                              |

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| 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                              |

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| 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                           |

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REEL: 002458 FRAME: 0525

| 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                               |

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| 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    | 1,616,783                            |
| 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                            |

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REEL: 002458 FRAME: 0527

REELS

| 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 | Cresview              | 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:                   )

CA 1A: 1999 09/245759\_1(001078)

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:                   )

*Fred Kaldak*

3 JAN 1999 09:24:59\_1(001078)