

06-19-2002



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SEP 13 11:34
FINANCE SECTION

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 6-13-02
- 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
 - Merger
 - Change of Name
 - Other
- Effective Date
Month Day Year

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 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

06/19/2002 TDIAZ1 00000001 1191632

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
525.00 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 Practice. 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

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" value="1,191,632"/>	<input type="text" value="831,732"/>	<input type="text" value="2,067,721"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="428,626"/>	<input type="text" value="1,909,799"/>	<input type="text" value="1,909,911"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,902,797"/>	<input type="text" value="1,665,772"/>	<input type="text" value="626,119"/>

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.

Scott S. Havlick
Name of Person Signing

Scott Havlick
Signature

June 13, 2002
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional 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

Enter Additional 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

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 the Assignment.)

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

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

952,451

1,216,108

1,171,128

371,422

1,186,614

407,574

802,716

1,248,275

616,120

772,714

1,532,929

1,910,207

855,541

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made and entered into as of September 20, 2001 by and between Schwinn Cycling & Fitness, Inc., a Delaware corporation ("Assignor") and Pacific Direct, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor has adopted, used and is using marks listed on Schedule A hereto, which may be registered in the U.S. Patent and Trademark Office and/or foreign trademark offices or may be the subject of pending applications as is detailed in Schedule A, and owns all right, title and interest to the same, including the goodwill associated therewith (collectively, the "Intellectual Property"); and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Intellectual Property, including the goodwill associated therewith and any registrations or pending applications therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges:

1. Assignor hereby assigns, transfers, and delivers to Assignee all of its rights, title and interest in and to the Intellectual Property, including any registrations or pending applications therefor, the goodwill of the business symbolized thereby, any re-issue, continuation, continuation-in-part, division, improvement or extension thereof, and all proceeds thereof, including, without limitation, any and all causes of action for infringement thereof and any and all royalties for any licenses thereof (collectively, the "Assets"), the Assets to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives to the full end of the term or terms for which the Intellectual Property may be granted, as fully and entirely as the same would have been enjoyed by the Assignor, had this Assignment not been made.

2. Assignor agrees that the Assets as defined herein includes all rights to sue, bring actions for and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the Intellectual Property.

3. The Assignor also hereby covenants and agrees that the Assignor shall, at the request of Assignee or its counsel, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Assignment, and to transfer and vest title to and in the Assets and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the Assets assigned, transferred and conveyed to Assignee pursuant to this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed.

4. This Assignment shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith.

(Next page is signature page)

IN WITNESS WHEREOF, the Assignor has executed this Assignment and caused the same to be duly delivered on its behalf on the day and year first set forth above.

SCHWINN CYCLING & FITNESS INC.

By: [Signature]
Name: Garrett P. Kaneburn
Title: Vice President

GT BICYCLES, INC

By: [Signature]
Name: Garrett P. Kaneburn
Title: Vice President

ACKNOWLEDGED:

PACIFIC DIRECT, LLC

By: [Signature]
Name:
Title:

Schedule A

**SCHEDULE A
MARKS AND DOMAIN NAMES**

A. United States Marks

Mark	Goods/Services	Reg. No.	Reg. Date	Int'l Class	Active/Inactive	Serial No.	Use
S	Bicycles	1191632	03/09/82	12	A		Joint
S	Bicycle parts and accessories – namely saddles and reflectors	831732	07/11/67	12	A		Joint
GENUINE AUTHENTIC SCHWINN	Bicycles and structural parts therefor	2067721	06/03/97	12	A		Joint
SCHWINN	Bicycles	428626	03/25/47	12	A		Joint
SCHWINN	Bicycle helmets and computers for use by bicyclists	1909799	08/08/95	09	A		Joint
SCHWINN	Bicycles and parts therefor . . .	1909911	08/08/95	12	A		Joint
SCHWINN	Cycling apparel; namely hats, caps, t-shirts, shorts, sweatshirts and gloves	1902797	07/04/95	25	A		Joint
SCHWINN	Bicycles	1665772	11/26/91	12	A		Joint
SCHWINN	Bicycles	Puerto Rico 7372			A		Joint
SCHWINN AMERICAN	Bicycles	626119	05/01/56	12	A		Cycles
SCHWINN APPROVED	Bicycle parts and accessories and products . . .	952451	01/30/73	A	A		Joint
SCHWINN BICYCLES SALES & SERVICE	Bicycle repair and maintenance services	1216108	11/09/82	39	A		Cycles
SCHWINN CRUISER	Bicycles	1171128	09/29/81	12	A		Cycles
SCHWINN CYCLE TRUCK	Bicycles	371422	09/26/39	12	A		Cycles
SCHWINN GIRAFFE	Bicycles	1186614	01/19/82	12	A		Cycles
SCHWINN QUALITY CHICAGO	Bicycles	407574	06/13/44	12	A		Joint
SCHWINN SCRAMBLER	Vehicle tires, more particularly bicycle tires	802716	01/25/66	12	A		Cycles
SCHWINN SIDEWINDER	Bicycles	1248275	08/16/83	12	A		Cycles
SCHWINN SKIPPER	Bicycles	616120	11/15/55	12	A		Cycles
SCHWINN TWINN	Tandem bicycles	772714	07/07/64	12	A		Cycles
SCHWINN-QUALITY	Bicycles	1532929	04/04/89	12	A		Joint
S	Bicycles	1360429			I		Joint
AUTO CYCLE ARNOLD SCHWINN CO. CHICAGO	Bicycles which are propelled only by the rider thereof	541699			I		Joint
AUTO CYCLE ARNOLD SCHWINN	Bicycles	1741171			I		Joint

Mark	Goods/Services	Reg. No.	Reg. Date	Int'l Class	Active/ Inactive	Serial No.	Use
CO. CHICAGO							
PIONEER SCHWINN	Bicycle sales, service, and advertising of same	---			I	73-374021	Joint
SCHWINN	Bicycles and parts therefor	915615			I		Joint
SCHWINN	Bicycle exerciser	Illinois 60359			A		Joint
SCHWINN	Bicycles, water bottles and mounting cages	1130803			I		Joint
SCHWINN	Unicycles	1093196			I		Joint
SCHWINN	Cycling apparel - namely, hats, caps, t-shirts, one and two-piece rainsuits, shoes and gloves	988465			I		Joint
SCHWINN	Bicycles	526131			I		Joint
SCHWINN	Bicycles and Parts	MA 32144			I		Joint
SCHWINN	Bicycles	NJ N/A			I		Joint
SCHWINN	Bicycles	1361744			I		Joint
SCHWINN - FOR THE YOUNG IN HEART	Bicycles and parts therefor	944513			I		Joint
SCHWINN APPROVED	Bicycle parts and accessories and products	760175			I		Joint
SCHWINN CYCLING AND FITNESS SCHWINN QUALITY	Repair and maintenance of bicycles	1655037			I		Joint
SCHWINN FACTORY TRAINED SERVICE	Conducting classroom instruction in the servicing and repairing of bicycles	1114253			I		Joint
SCHWINN JET	Bicycles	543982			I		Cycles
SCHWINN MIRADA	Bicycles	1339120			I		Cycles
SCHWINN THREADS	Cycling apparel; namely, athletic shorts, t-shirts, caps, sweatshirts, jackets, sweaters and polo shirts	ITU			I	74-207989	Joint
SCHWINN WESTWIND	Vehicle tires, more particularly bicycle tires	659349			I		Cycles
SCHWINN . . . THE BICYCLE PEOPLE	Bicycle parts and accessories . . .	1063715			I		Cycles
SCHWINN'S CYCLING & FITNESS THE LEADING AUTHORITY	Magazine dealing with bicycle riding and physical fitness	1673864			I		Joint
SCHWINN-BILT	Bicycles	NJ N/A			I		Joint
TEAM SCHWINN	Bicycles	1127856			I		Joint
SCHWINN	Exercise equipment; namely, stationary	1910207	08/08/95	28	A		Joint

Mark	Goods/Services	Reg. No.	Reg. Date	Int'l Class	Active/ Inactive	Serial No.	Use
	bicycles, treadmills, stair-climbing machines and cross country ski machines						
YOU JUST FEEL BETTER ON A SCHWINN	Repair and maintenance of bicycles	ITU			I	74-300420	Joint
SCHWINN HOME TRAINER	Exercise apparatus; namely electronically operated treadmill device	1721147			I		Fitness
MASTER SCHWINN						Common Law	Joint
SCHWINN FITNESS						Common law	Fitness
STING-RAY	Speedometers	0855541	8/27/68	09	A	72/282.398	Joint
SCHWINN FITNESS INTERNATIONAL						Common law	Fitness

Italics: Supplemental Register

B. International Registered Trademarks (All Joint Use)

Country Name	Mark	Reg. No.	Reg. Date	Int'l Class	Goods	Serial #
Argentina	SCHWINN QUALITY & Design	1597419	7/1/85	12	Bicycles	258242
Aruba	SCHWINN	12877	1/1/86	12	Bicycles	070757
Australia	SCHWINN	B488249	6/1/88	28	Stationary bicycle exercisers	488249
Australia	SCHWINN	B488248	6/1/88	12	Bicycles and parts thereof	488248
Australia	SCHWINN QUALITY & Design	A550848	2/21/91	12	Bicycles	550848
Austria	SCHWINN	136153	6/17/91	12	Bicycles	
Austria	SCHWINN QUALITY & Design	136559	7/17/91	12	Bicycles and parts thereof; bicycle frames and bicycle tires	AM55991
Benelux	SCHWINN	491597	2/12/91	12	Bicycles	759608
Benelux	SCHWINN	472221	1/22/90	1, 2, 3, 4, 9, 12, 14, 25, 28	Bicycles and parts thereof	
Benelux	SCHWINN QUALITY	494929	2/12/91	12	Bicycles	759598
Bolivia	SCHWINN & Design	6086C	8/2/44	12	Bicycles and parts thereof	11015A
Brazil	SCHWINN	816090777	10/29/96	12	Bicycles and parts thereof; bicycle frames and bicycle tires	816090777
Brazil	SCHWINN	819991465	9/28/99	28	Stationary bicycle exercisers	819991465
Brazil	SCHWINN QUALITY & Design	816090718	10/29/96	12	Bicycles	816090718
Canada	SCHWINN	31926	11/1/48	12	Bicycles, bicycle stationary exercisers	201046

Country Name	Mark	Reg. No.	Reg. Date	Int'l Class	Goods	Serial #
Chile	SCHWINN	392807	5/27/82	12	Bicycles	
Chile	SCHWINN	509687	4/8/98	28		
China	SCHWINN	502701	10/30/89	28	Dyestuffs, paints, pigments, coating materials, printing ink (sporting articles)	8844075
China	SCHWINN	204611	2/14/84	12, 28	Bicycles and parts thereof	204611
China	SCHWINN & Design	650943	8/1/94	12	Bicycles	
Columbia	SCHWINN	231028	8/24/00	28		
Costa Rica	SCHWINN	11439/8673	3/8/89	12	Bicycles	
Costa Rico	SCHWINN	123322	12/11/00	28	Bicycles	
Denmark	SCHWINN	836591	11/22/91	12	Bicycles and parts thereof; bicycle frames/tires	VA112391
Denmark	SCHWINN QUALITY & Design	836691	11/22/91	12	Bicycles and parts thereof; bicycle frames, tires	VA112491
Ecuador	SCHWINN	461495	11/9/90	12	Bicycles	1888790
El Salvador	SCHWINN	017124	10/19/69	12	Bicycles	
Finland	SCHWINN	119754	6/5/92	12	Bicycles	61591
Finland	SCHWINN QUALITY & Design	140408	10/20/95	12	Bicycles and parts thereof, bicycle frames and tires	61691
France	SCHWINN	1722439	2/19/91	12	Bicycles	268524
France	SCHWINN	1197321	3/4/82	09, 20, 28	Apparatus and instruments for measuring and control	622764
France	SCHWINN QUALITY & Design	1722438	2/19/91	12	Bicycles and parts thereof	268523
Germany	SCHWINN	1047388	4/19/83	9, 10, 14, 20, 28	Bicycles	SCH3702712W
Germany	SCHWINN	2014951	2/18/91	12	Bicycles	SCH3702712W
Germany	SCHWINN QUALITY & Design	2034846	2/18/91	12	Bicycles and parts thereof; bicycle frames and bicycle tires	SCH3702812
Guatemala	SCHWINN	007050	8/20/94	12	Bicycles	
Guatemala	SCHWINN	107912	11/30/00	28		
Honduras	SCHWINN	005457	5/14/49	12	Bicycles	5457
Hong Kong	SCHWINN	B29631990	11/19/88	12	Bicycles and parts thereof	742488
Hungary	SCHWINN	127401	8/11/88	12, 25, 28	Bicycles and parts and fittings; clothing, footwear, and headgear; gymnastic and sporting articles; machines and appliances	247887
India	SCHWINN	283709	10/26/72	12	Bicycles	283709
India	SCHWINN & Design	283655	10/24/72	12	Bicycles	283655
Indonesia	SCHWINN	359842	5/30/96	28		16688
Italy	SCHWINN	402249	2/25/82	28	Bicycles	17663
Italy	SCHWINN	611765	12/16/93	12	Bicycles	91810
Italy	SCHWINN QUALITY & Design	611770	12/16/93	12	Bicycles	91815

Country Name	Mark	Reg. No.	Reg. Date	Int'l Class	Goods	Serial #
	& Design					
Japan	SCHWINN	1913188	11/27/86	28	Mechanical implements for training human body, and other articles	2060384
Japan	SCHWINN QUALITY & Design	2723478	11/7/97	12	Bicycles	20381
Korea	SCHWINN	253722	11/6/92	12	Bicycles	317191
Korea	SCHWINN QUALITY & Design	253723	11/6/92	12	Bicycles	317291
Mexico	SCHWINN	368900	10/26/88	12	Bicycles and parts thereof	051209
Mexico	SCHWINN	620994	5/26/97	28	Bicycle type exercisers	296119
Mexico	SCHWINN QUALITY & Design	416794	3/4/91	12	Bicycles	107800
Netherlands Antilles	SCHWINN	002292	4/25/89	12	Bicycles	
New Zealand	SCHWINN	606132	1/5/00	28	Bicycle type exercisers	606132
New Zealand	SCHWINN	136319	3/11/81	12	Bicycles and accessories	136319
Nicaragua	SCHWINN	005920	3/7/49	12	Bicycles	5920
Panama	SCHWINN	002714	7/23/59	12	Bicycles	2714
Paraguay	SCHWINN	113117	11/19/84	12	Bicycles	001625
Peru	SCHWINN	63777	5/29/00	28		
Peru	SCHWINN	086270	7/24/90	12	Bicycles	167312
Puerto Rico	SCHWINN	007372	5/11/49	12	Bicycles	
Singapore	SCHWINN	85583	2/18/83	28	Exercise apparatus and equipment, and parts and fittings therefor	
South Africa	SCHWINN	821374	2/16/82	28	Bicycles and parts therefor	821374
South Africa	SCHWINN	832237	4/13/83	12	Bicycles	832237
South Africa	SCHWINN QUALITY & Design	910707	2/5/91	12	Bicycles	070791
Spain	SCHWINN	1618901	2/20/91	12	Bicycles	1618901
Spain	SCHWINN & Design	691159	6/29/75	12	Bicycles	691159
Surinam	SCHWINN & Design	004535	5/26/44	12	Bicycles	
Sweden	SCHWINN QUALITY & Design	242039	11/13/92	12	Bicycles and parts thereof; bicycle frames and bicycle tires	911023
Switzerland	SCHWINN	387862	2/19/91	12	Bicycles	115891
Switzerland	SCHWINN QUALITY & Design	387904	1/17/92	12	Bicycles	116191
Taiwan	SCHWINN	733045	11/16/96	12		
Taiwan	SCHWINN QUALITY & Design	650943	8/1/94	28	All kinds of bicycles and assemblies, components, and parts	82022011
United Kingdom	SCHWINN	1454162	11/1/91	12	Bicycles	1454162
United Kingdom	SCHWINN QUALITY & Design	1454161	12/20/91	12	Bicycles	1454161

Country Name	Mark	Reg. No.	Reg. Date	Int'l Class	Goods	Serial #
Uruguay	SCHWINN & Design	229884	10/31/89	12	Bicycles	
Venezuela	SCHWINN & Design	016328	11/26/45	12		
Virgin Islands	SCHWINN	005498	3/25/87	12	Bicycles	

C. International Pending Trademarks (All Joint Use)

Country Name	Mark	Ser. No.	Int'l Class	Goods
Argentina	SCHWINN	2084410	28	Sporting goods
Ecuador	SCHWINN	101575	28	Exercise apparatus and equipment, and parts and fittings therefor
Indonesia	SCHWINN	D0025118	12	Bicycles and parts
Paraguay	SCHWINN	29385-1999	28	Exercise apparatus and equipment, and parts and fittings therefor
Venezuela	SCHWINN	585-189/00	28	Exercise apparatus and equipment, and parts and fittings therefor

D. Domain Names

Domain Name	Use
Schwinn.com	Joint
Schwinn.net	Joint
Schwinnbike.com	Cycles
Schwinnbmx.com	Cycles
Schwinncycles.com	Cycles
Schwinnpicenter.com	Fitness
Schwinnneurope.com	Joint
Schwinnfitness.com	Fitness
Schwinn-fitness.com	Fitness
Schwinnfitnessacademy.com	Fitness

Schwinn-gt.com	Cycles
Schwinn-gt.net	Cycles
Schwinngt.net	Cycles
Schwinn-gtdealernet.com	Cycles
Schwinn-gtdealernet.net	Cycles
Schwinn-international.com	Joint
Schwinngtint.com	Cycles
Schwinngt-int.com	Cycles
Schwinnonline.com	Joint
Schwinnracing.com	Joint
Schwinnreporter.com	Joint
Schwinnripp.com	Fitness
Sportshaus.com	Joint
Ignaz.com	Joint
Cranktv.com	Cycles
Bikesnfitness.com	Joint
Fitnessandbikes.com	Joint