

12-20-2002

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Form PTO-1594

(Rev. 10/02)

OMB No. 0561-0027 (exp. 8/30/2005)

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DEPARTMENT OF COMMERCE
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):
 Nashbar & Associates, Inc.
 215 Main Street
 New Middletown, Ohio 44442

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Ohio
 Other _____

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

2. Name and address of receiving party(ies)
 Name: Nashbar Direct, Inc.
 Internal
 Address: _____
 Street Address: One Performance Way
 City: Chapel Hill State: NC Zip: 27514

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State North Carolina
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 04/14/2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1,233,131

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: M. Christopher Bolen, Esq.
Womble Carlyle Sandridge & Rice, PLLC
 Internal Address: _____

Street Address: PO Box 13069

Research Triangle Park
 City: _____ State: NC Zip: 27709

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

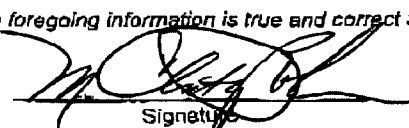
8. Deposit account number:
500517

(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.

M. Christopher Bolen, Esq.
 Name of Person Signing


 Signature

12/12/2002
 Date

Total number of pages including cover sheet, attachments, and document: 6*

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

* Includes two cover sheets for paying the filing fee by deposit account.

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "TA") is made and entered into this the 14th day of April, 2000, by and among **NASHBAR & ASSOCIATES, INC.**, a corporation organized and existing under the laws of the State of Ohio ("Assignor"), and **NASHBAR DIRECT, INC.**, a corporation organized and existing under the laws of the State of North Carolina ("Assignee")

WHEREAS, the Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "Purchase Agreement") dated this date between Assignor and Assignee (capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement); and,

WHEREAS, subject to the terms and conditions set forth in the Purchase Agreement, Assignor has agreed to convey, assign and transfer to Assignee all of Assignor's right, title, and interest in various Intellectual Property rights as specifically set forth in the Purchase Agreement, including, but not limited to, such Trademark rights listed on the attached Schedule TA.1.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Assignor hereby conveys, assigns and transfers its entire right, title and interest in the various Trademark rights listed on the attached Schedule TA.1 to the Assignee, together with the Assignor's goodwill appurtenant thereto and the registrations thereof. Assignor further, without limitation, conveys, assigns and transfers all Assignor's rights under any and all claims relating to the various Trademark rights listed on the attached Schedule TA.1 which arose at any time prior and up to the conveyance of said various Trademark rights listed on the attached Schedule TA.1.

2. Any and all representations, warranties and covenants of the parties contained in the Purchase Agreement relating to Trademark rights are incorporated herein by reference and shall survive the execution and delivery of this TA.

3. This TA, together with the covenants and warranties herein contained, shall inure to the benefit of and be binding upon the parties, their successors, and assigns.

4. This TA may be executed in counterparts and all so executed shall constitute one original, notwithstanding that all the undersigned are not signatories to the original or same counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this TA to be executed as of the day, month and year first above-written.

ASSIGNOR
NASHBAR & ASSOCIATES, INC.

By: [Signature] (SEAL)
Arni Nashbar, Chairman

STATE OF Ohio
COUNTY OF Madison

I, Jacqueline A. Mettee, a Notary Public for said County and State, do hereby certify that ARNI NASHBAR personally appeared before me, on behalf of NASHBAR & ASSOCIATES, INC., this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 4 day of April, 2000.

My Commission Expires: _____

Jacqueline A. Mettee
Notary Seal
JACQUELINE A. METTEE, Notary Public
STATE OF OHIO
My Commission Expires May 4, 2001

[SIGNATURES CONCEALED]

ASSIGNEE
NASHBAR DIRECT, INC.

By: *Garry Snook* (SEAL)
Garry Snook, Chairman and Chief
Executive Officer

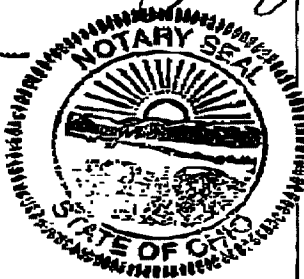
STATE OF Ohio
COUNTY OF Marion

I, *Jacqueline Mettee*, a Notary Public for said County and State, do hereby certify that Garry Snook personally appeared before me, on behalf of NASHBAR DIRECT, INC., this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 14 day of April, 2000.

Jacqueline Mettee
Notary Public

My Commission Expires:



JACQUELINE A. METTEE, Notary Public
STATE OF OHIO
My Commission Expires May 4, 2001

Schedule TA.1

1. Trademark (Service Mark) and Registration(s) of "BIKE NASHBAR", as identified by the United States Registration No. 1,233,131.
2. Unregistered Trademark "N" Logo (see sample attached)
3. Unregistered Trademark "Nashbar" Logo (see sample attached)
4. Unregistered Trademark "NB" Logo (see sample attached)
5. Unregistered Trademark "Arni Nashbar" signature (see sample attached)