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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



Y

1-21-03

102342152

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party:  
Cannondale Corporation

1-21-03

- Individual
- General Partnership
- Corporation
- Association
- Limited Partnership
- Other

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other -
- Merger
- Change of Name

Execution Date: July 26, 2002

2. Name and Address of receiving party(ies):

Name: Pegasus Partners II, L.P.

Street Address: 99 River Road

City, State ZIP: Cos Cob, Connecticut 06807

Country: U.S.A.

- Individual(s) Citizenship:
- Association:
- General Partnership:
- Limited Partnership -State: Delaware
- Corporation-State:
- Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No, the designation of domestic representative has been made with the Power of Attorney which has been filed with the Patent and Trademark Office.

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

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

If this document is being filed together with a new application, the execution date of the application is: n/a

A. Trademark Application No.(s)

See Schedule A

B. Trademark registration No.(s)

See Schedule B

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Elisabeth A. Evert, Esq.  
Internal Address: Sidley Austin Brown & Wood, LLP  
Street Address: 717 North Harwood St., Suite 3400  
City: Dallas State: TX ZIP: 75201

6. Total number of applications and registrations involved: 31

7. Total fee (37 CFR 3.41).....\$790.00

Enclosed

Authorized to be charged to deposit account  
yes

8. Deposit account number: 18-1260

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.

Elisabeth A. Evert, Esq.  
Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet 1

OMB No. 0651-0011 (exp. 4/94)

*W. A. Evert* 1/17/03  
17 January 2003

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

01/22/2003 LMUELLER 00000069 181260 76382237

01 FC:8521 40.00 CH  
02 FC:8522 750.00 CH

Commissioner of Patents and Trademarks  
Box Assignment  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**Schedule A  
Trademark Applications**

<b>Trademark</b>	<b>Ser. No.</b>	<b>Filing Date</b>
GLAMIS	76/382,237	March 14, 2002
GEMINI & Design	76/319,647	October 1, 2001
SCALPEL	76/314,467	September 19, 2001
CANNONDALE BLAZE	76/307,440	August 30, 2001
CANNONDALE MOTO	76/307,439	August 30, 2001
CANNONDALE SPEED	76/307,438	August 30, 2001

**Schedule B  
Trademark Registrations**

<b>Trademark</b>	<b>Reg. No.</b>	<b>Registration Date</b>
CANNONDALE	1,032,202	February 3, 1976
CANNONDALE	2,258,778	July 6, 1999
CANNONDALE	1,181,139	December 8, 1981
CANNONDALE	2,531,404	February 3, 1976
CANNONDALE	2,416,442	December 26, 2000
CODA & design	2,015,708	November 12, 1996
C & design	2,144,973	March 17, 1998
HEAD SHOK & design	2,102,555	October 7, 1997
C-SOLES	2,074,548	June 24, 1997
RAVEN	2,126,238	December 30, 1997
MOTO	2,033,029	January 21, 1997
SILK ROAD HEAD SHOK & design	2,018,888	November 26, 1996
SILK PATH HEAD SHOK & design	2,002,675	September 24, 1996
CAD CANNONDALE ADVANCED ALUMINUM DESIGN & design	2,007,769	October 15, 1996
LOS DOS & design	2,112,703	November 11, 1997
POWERPYRAMID	1,985,385	July 9, 1996
HYPERACTIVE	2,037,783	February 11, 1997
SLICE	2,222,572	February 9, 1999
Super V design	2,268,107	August 10, 1999
FATTY	1,983,068	June 25, 1996
C-logo	2,496,751	October 9, 2001
CANNONDALE CANNIBAL	2,563,734	April 23, 2002
JEKYLL	2,490,926	September 18, 2001
LEFTY	2,490,925	September 18, 2001
ELO	2,515,021	December 4, 2001

# ASSIGNMENT FOR SECURITY

## (TRADEMARKS)

WHEREAS, CANNONDALE CORPORATION (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement dated July 26, 2002 (the "Security Agreement") in favor of Pegasus Partners II, LP., as agent for holders of the Assignor's 20% Senior Secured Notes due July 28, 2007 (the "Assignee");

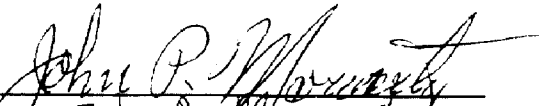
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of July ~~7~~ 2002.

CANNONDALE CORPORATION

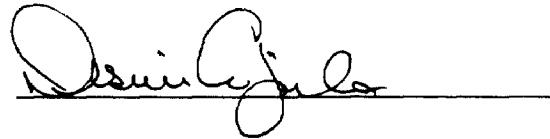
By:   
Name: John P. Moriarty  
Title: Assistant Treasurer

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 26<sup>th</sup> day of July, 2002, before me personally came John Moriarty, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Asst. Treasurer of CANNONDALE CORPORATION, a Delaware corporation, and that he executed the foregoing instrument in the firm name of CANNONDALE CORPORATION, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



DESIREE COTIGNOLA  
Notary Public, State of New York  
No. 01C06046894  
Qualified in New York County  
Commission Expires August 21, 2002

**EXHIBIT 1A  
TO THE  
ASSIGNMENT FOR SECURITY (TRADEMARKS)**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
CANNONDALE	1032202	February 3, 1976
CANNONDALE	2258778	July 6, 1999
CANNONDALE	1181139	December 8, 1981
CANNONDALE	2531404	February 3, 1976
CANNONDALE	2416442	December 26, 2000
CODA and Design	2015708	November 12, 1996
C and Design	2144973	March 17, 1998
HEAD SHOK and Design	2102555	October 7, 1997
C-SOLES	2074548	June 24, 1997
RAVEN	2126238	December 30, 1997
MOTO	2033029	January, 21, 1997
SILK ROAD HEAD SHOK and Design	2018888	November 26, 1996
SILK PATH HEAD SHOK and Design	2002675	September 24, 1996
CAD CANNONDALE ADVANCED ALUMINUM DESIGN and Design	2007769	October 15, 1996
LOS DOS and Design	2112703	November 11, 1997
POWERPYRAMID	1985385	July 9, 1996
HYPERACTIVE	2037783	February 11, 1997
SLICE	2222572	February 9, 1999
DESIGN ONLY (SUPER V Bicycle Design	2268107	August 10, 1999
FATTY	1983068	June 25, 1996
NEW C-logo	2496751	October 9, 2001
GLAMIS	Ser. No. 76/382,237	Pending
GEMINI & Design	Ser. No. 76/319,647	Pending
CANNONDALE CANNIBAL	2,563,734	April 23, 2002
SCALPEL	Ser. No. 76/314,467	Pending

CANNONDALE BLAZE	Ser. No. 76/307,440	Pending
CANNONDALE MOTO	Ser. No. 76/307,439	Pending
CANNONDALE SPEED	Ser. No. 76/307,438	Pending
JEKYLL	2,490,926	September 18, 2001
LEFTY	2,490,925	September 18, 2001
ELO	2,515,021	December 4, 2001

NY01/OKENR/751299.2

RECORDED: 01/21/2003

TRADEMARK  
REEL: 002651 FRAME: 0927