



06-04-2003

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102464079

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

1. Name of conveying party(ies):

Bicycle Business Acquisition Corp.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (checked), Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement (checked XX), Change of Name, Other

Execution Date: 05/02/2003

2. Name and address of receiving party(ies)

Name: Pegasus Partners II, L.P

Internal

Address:

Street Address: 99 River Road

City: Cos Cob State: CT Zip: 06807

- Individual(s) citizenship, Association, General Partnership, Limited Partnership (checked) Delaware, Corporation-State, 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

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

A. Trademark Application No.(s) See attached

B. Trademark Registration No.(s) See attached

Additional number(s) attached Yes No (Yes checked)

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

Name: J. Cory Nielsen, Esq.

Internal Address: Tyler Cooper & Alcorn, LLP

Street Address: 185 Asylum Street

CityPlace 1/35th Floor

City: Hartford State: CT Zip: 06102

6. Total number of applications and registrations involved: 33

7. Total fee (37 CFR 3.41): \$ 840.00

- Enclosed (checked), Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

J. Cory Nielsen Name of Person Signing

James G. Nielsen Signature

May 28, 2003 Date

Total number of pages including cover sheet, attachments, and document: 9

06/03/2003 ECDOPER 00000198 76319647

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

01 FC:8521 02 FC:8522

40.00 DP 800.00 DP

TRADEMARK REEL: 002744 FRAME: 0463

Question 4

	A. Trademark Application Nos.	B. Trademark Registration Nos.
1.	Ser. No. 76319647	
2.	Ser. No. 76446743	
3.		2416442
4.		2563734
5.		2650652
6.		2496751
7.	Ser. No. 76307439	
8.	Ser. No. 76307440	
9.		2531404
10.		2258778
11.		1032202
12.		1881139
13.		2015708
14.		2144973
15.		2102555
16.		2074548
17.		2126238
18.		2033029
19.		2018888
20.		2002675
21.		1983068
22.		2015507
23.		2007769
24.		2112703
25.		1985385

26.		2037783
27.		2222572
28.		2268107
29.		2496751
30.		2490926
31.		2490925
32.		2588353
33.		2515021

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, BICYCLE BUSINESS ACQUISITION CORP. (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 as of May 2, 2003 (the "Security Agreement") in favor of Pegasus Partners II, L.P., as agent for holders of the Assignor's 15% Secured Notes due May 31, 2008 (the "Assignee"); and

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 thereon (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement).

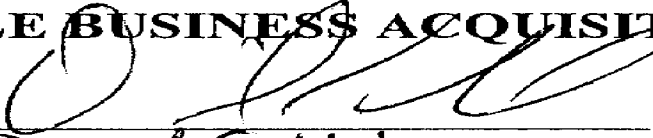
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledge, the Assignor does hereby assign unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

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 May 2, 2003.

[signature page follows]

BICYCLE BUSINESS ACQUISITION CORP.

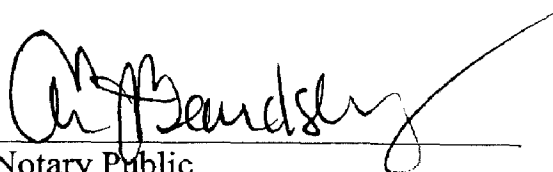
By: 
Name: David S. Uri
Title: President

STATE OF CONNECTICUT:

COUNTY OF Fairfield:

ss: Bethel

On this 2nd day of May, 2003, before me personally came David S. Uri, 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 President of BICYCLE BUSINESS ACQUISITION CORP., a Delaware corporation, and that he executed the foregoing instrument in the firm name of BICYCLE BUSINESS ACQUISITION CORP., 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.



Notary Public

My Commission Expires:

My Commission Expires Aug. 31, 2004

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

<u>CANNONDALE REGISTERED TRADEMARKS</u>	<u>INT'L CLASS OF GOODS</u>	<u>REGISTRATION NUMBER</u>	<u>DATE REGISTERED/S</u>
CANNONDALE®	IC 012	2531404	10/30/01 (Most recent bl
CANNONDALE®	IC 018,012, 018,025,028	2258778	7/6/99
CANNONDALE®	IC 012, 025, 028, 009	2416442	12/26/00 (For Motorcycl and MX clothi
CANNONDALE®	IC 012,018	1032202	2/3/76 (Original Reg.)
CANNONDALE®	IC 025,020	1881139	12/8/81
CODA (& Design)®	IC 012	2015708	11/12/1996 (To be aband
C and design® (old C-logo)	IC 012, 025	2144973	3/17/1998
HEADSHOK (& Design)®	IC 012	2102555	10/7/1997
C-SOLES®	IC 025	2074548	6/24/97
RAVEN®	IC 012	2126238	12/30/97
MOTO®	IC 012	2033029	1/21/97 (To be abandone
SILK ROAD HEADSHOK®	IC 012	2018888	11/26/96 (To be abando
SILK PATH HEADSHOK®	IC 012	2002675	9/24/96 (To be abandon
FATTY®	IC 012	1983068	6/25/96
DIRT CAMP (& Design)®	IC 041	2015507	11/12/96 (No longer use
CAD CANNONDALE ADVANCED ALUMINUM DESIGN (& Design)®	IC 012	2007769	10/15/96
LOS DOS and design®	IC 012	2112703	11/11/97
POWERPYRAMID®	IC 012	1985385	7/9/96
HYPERACTIVE®	IC 012	2037783	2/11/97 (To be abandone
SLICE®	IC 012	2222572	2/9/99
SUPER V Bicycle Design (Design Only)	IC 012	2268107	8/10/99
New C-Logo	IC 012, 025, 028	2496751	10/9/01
JEKYLL	IC 012	2490926	9/18/01
LEFTY	IC 012	2490925	9/18/01
SCALPEL	IC 012	2588353	7/2/02
ELO	IC 012	2515021	12/4/01
CANNONDALE CANNIBAL	IC 012	2563734	4/23/02
CANNONDALE SPEED	IC 012	2650652	11/12/02
New C-Logo	IC 012, 025, 028	2496751	10/9/01

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

<u>CANNONDALE REGISTERED TRADEMARKS</u>	<u>INT'L CLASS OF GOODS</u>	<u>REGISTRATION NUMBER</u>	<u>DATE REGISTERED/S</u>
GEMINI (stylized)	IC 012	Ser. No. 76319647	Pending – Filed 10/1
OPTIMO	IC 012	Ser. No. 76446743	Pending – Filed 9/3/
CANNONDALE MOTO	IC 012	Ser. No. 76307439	Pending – Filed 8/30
CANNONDALE BLAZE	IC-012	Ser. No. 76307440	Pending – Filed 9/30

Other Trade (and/or Product) Names currently used, but not registered:

Bicycle:

Optimo (Plan to file trademark appl.)
Road Warrior
Silk Warrior
Silk Trail
Adventure
Silk Adventure
Bad Boy
Ultra
Super V
Terra
Si

Motorcycle:

X440
S440
C440
E440
X440s