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06-04-2003



DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

Tab settings

To the Honorable Commissioner of Patents and Tr.

102464078

Documents or copy thereof.

1. Name of conveying party(ies):  
Cannondale Corporation

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: Bicycle Business Acquisition Corp.  
Internal \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 16 Trowbridge Drive  
City: Bethel State: CT Zip: 06801

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 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: May 2, 2003

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) see attached  
 \_\_\_\_\_  
 Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) see attached  
 \_\_\_\_\_  
76319647


5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Cory Nielsen  
 Internal Address: Tyler Cooper & Alcorn, LLP  
 \_\_\_\_\_  
 Street Address: 185 Asylum Street  
35th Floor  
 City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved: 33

7. Total fee (37 CFR 3.41).....\$ 840.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
 \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.  
James Scott Montgomery            May 2, 2003  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 15

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

06/03/2003 ECOOPER 00000197 76319647

01 FC:8521  
FC 8522

40.00 DP  
780 00 00

TRADEMARK  
REEL: 002745 FRAME: 0526

**Question 4**

	<b>A. Trademark Application Nos.</b>	<b>B. Trademark Registration Nos.</b>
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

## BICYCLE TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Trademark Assignment"), dated as of May 2, 2003, is executed and delivered pursuant to that certain Asset Purchase Agreement, dated as of February 11, 2003, as revised and re-executed as of March 4, 2003, as amended (the "Purchase Agreement"), by and between CANNONDALE CORPORATION, a Delaware corporation ("Seller"), and PEGASUS PARTNERS II, L.P., a Delaware limited partnership ("Purchaser"). As permitted under Section 14.5 of the Purchase Agreement and pursuant to the Assignment and Assumption Agreement of even date herewith, Purchaser has assigned its rights and obligations under the Purchase Agreement to an affiliate, BICYCLE BUSINESS ACQUISITION CORP., a Delaware corporation ("Assignee"), which has, pursuant thereto, assumed such rights and obligations, and whereby Purchaser remains liable for its obligations under the Purchase Agreement if such Assignee does not perform its obligations. Terms used herein and not otherwise defined shall have the respective meanings ascribed thereto in the Purchase Agreement.

**WHEREAS**, pursuant to the Purchase Agreement, Seller wishes to assign to Assignee, and Assignee wishes to acquire from Seller, the United States trademark registrations relating to the Bicycle Business set forth on Schedule A attached hereto, the United States applications for trademark registration relating to the Bicycle Business set forth on Schedule B attached hereto, the foreign trademark registrations relating to the Bicycle Business set forth on Schedule C attached hereto, the foreign applications for trademark registration relating to the Bicycle Business set forth on Schedule D attached hereto, the unregistered trademarks, the trade names and the assumed names relating to the Bicycle Business set forth on Schedule E attached hereto (in each case, together with the goodwill of the business associated therewith collectively, the "Bicycle Marks").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Seller, its successors, assigns and legal representatives, hereby sells, assigns, transfers and sets over to Assignee, its successors, assigns and legal representatives, Seller's entire right, title and interest in and to the Bicycle Marks for the United States and, to the extent assignable, for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States and any foreign country with respect to the Bicycle Marks, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Trademark Assignment had not been made, together with all income, royalties or payments, if any, due or payable to Seller as of the date hereof and hereafter, including, without limitation, all claims for damages by Seller by reason of past, present or future infringement or other unauthorized use of the Bicycle Marks, with any right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives, and Assignee, its successors, assigns and legal representatives, do hereby assume from and after the date hereof, all rights of Seller in and to said Bicycle

Marks for the United States and for all foreign countries including, without limitation, any registrations and applications therefor, any renewals and extensions thereof, and all other corresponding rights and obligations that may exist or that are or may be secured with respect to the Bicycle Marks under the laws of the United States or any foreign country, now or hereafter in effect.

Seller, its successors, assigns and legal representatives, hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any foreign country or state, to record Assignee as the assignee and owner of the Bicycle Marks.

The laws of the State of Connecticut shall govern any controversy arising out of or relating to this Trademark Assignment, without regard to conflicts of laws principles that would require the application of any other law, as to all matters, including but not limited to matters of jurisdiction, validity, construction, effect and performance.

*The remainder of this page is intentionally blank; signature page follows.*

**IN WITNESS WHEREOF**, the parties hereto have caused this Trademark Assignment to be executed by their duly authorized representatives as of the date first written above.

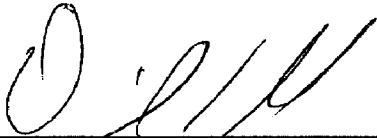
**SELLER:**

**CANNONDALE CORPORATION**

By: \_\_\_\_\_  
Name: James Scott Montgomery  
Its Vice President

**ASSIGNEE:**


**BICYCLE BUSINESS ACQUISITION  
CORP.**

By:  \_\_\_\_\_  
Name: David S. Uri  
Its President

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed by their duly authorized representatives as of the date first written above.

**SELLER:**

**CANNONDALE CORPORATION**

By:  \_\_\_\_\_

Name: James Scott Montgomery  
Its Vice President

**ASSIGNEE:**

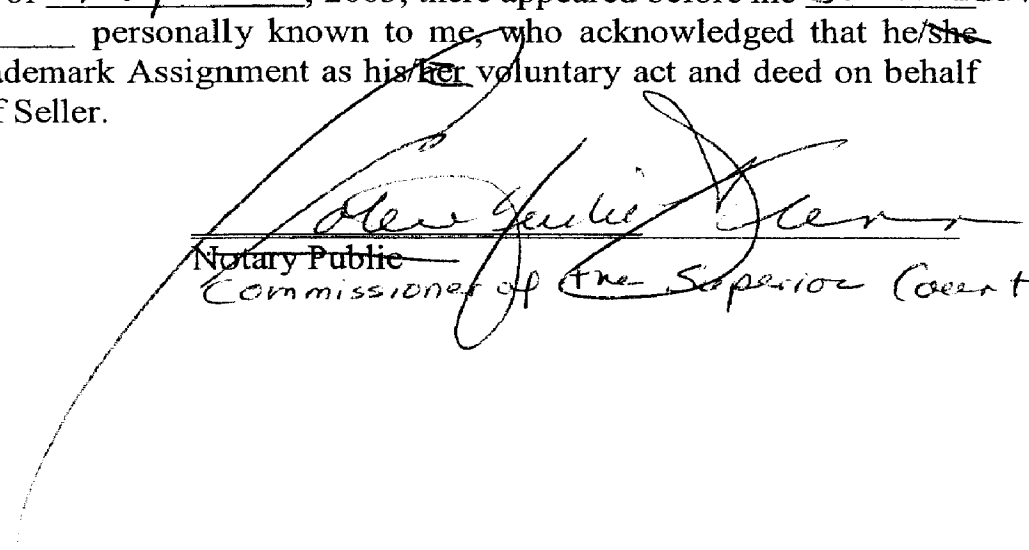
**BICYCLE BUSINESS ACQUISITION  
CORP.**

By: \_\_\_\_\_

Name: David S. Uri  
Its President

STATE OF Connecticut )  
COUNTY OF Fairfield ) ss. Bridgeport

On this 5<sup>th</sup> day of May, 2003, there appeared before me James Scott  
Montgomery personally known to me, who acknowledged that he/~~she~~  
signed the foregoing Trademark Assignment as his/~~her~~ voluntary act and deed on behalf  
and with full authority of Seller.

  
\_\_\_\_\_  
Notary Public  
Commissioner of the Superior Court



**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<b><u>CANNONDALE REGISTERED TRADEMARKS</u></b>	<b><u>INT'L CLASS OF GOODS</u></b>	<b><u>REGISTRATION NUMBER</u></b>	<b><u>DATE REGISTERED/S</u></b>
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**

<b><u>CANNONDALE REGISTERED TRADEMARKS</u></b>	<b><u>INT'L CLASS OF GOODS</u></b>	<b><u>REGISTRATION NUMBER</u></b>	<b><u>DATE REGISTERED/S</u></b>
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

## SCHEDULE C

### FOREIGN TRADEMARK REGISTRATIONS

<u>COUNTRY</u>	<u>MARK</u>	<u>INT'L CLASS</u>	<u>REG. NO.</u>	<u>DATE:</u>	
Australia	CANNONDALE	12	A504855	Reg. 2/15/91	
		25	A504856	Reg. 2/22/91	
	CODA logo*	12	606082	8/10/94	
Austria	CANNONDALE	12	126981	Reg. 9/11/89	
		25			
	CODA logo	12	152301	Reg. 4/26/94	
Belize	CANNONDALE	12	1352882	2/21/01	
		25	1353234		
Benelux	CANNONDALE	8, 12, 21, 25	468502	6/01/90	
		CODA logo	12	540150	7/6/93
Bolivia	CANNONDALE	12	58458-C	4/21/95	
		25	58459-C		
Brazil	CANNONDALE	7	816353786	11/28/95	
		20, 25	816353778		
		CODA (block ltr)*	7		818195380
	CODA logo	7	818199490	3/11/97	
Canada	CANNONDALE	-	297,455	11/23/84	
		12	543,672	4/10/01	
	CODA logo	-	456,760	4/26/96	
	New C logo	12	543,800	4/12/01	
		25			
Chile	HeadShok (plus design)	12	569,346	6/2/00	
		12	569,347	6/2/00	
		25	569,347		
China	CANNONDALE	12	728548	2/7/95	
		25	730303	2/14/95	
	HeadShok (plus design)	12	1227589	11/28/98	
	CODA logo	12	728405	2/7/95	
Columbia	CANNONDALE	12	156087	2/28/94	
Costa Rica	CANNONDALE	12	115,342	8/19/99	
		25	115,343		
	HeadShok (plus design)	12	115,344	8/19/99	
Ecuador	CANNONDALE	12	3043-92	10/10/92	
European Community	CANNONDALE	8, 12, 25	001135102	9/25/00	
		New C logo	8, 12, 25	001135029	9/25/00
	Jekyll	12	002001204	12/12/00	
	Lefty	12	002001246	12/12/00	
	ELO	9, 12	002001303	12/12/00	
	HeadShok (plus design)	12	172007	7/9/98	
	CODA*	12	1781688/M2	4/3/96	
	Finland	CANNONDALE	12, 25	110674	2/20/91
	France	CANNONDALE	8, 12, 18, 21, 25	1530859	8/2/88
			CODA logo	12	93484029
Germany	CANNONDALE	8, 9, 12, 21, 25	1175813	5/3/93	
		CODA logo	12	2062798	4/20/94
Guatemala	CANNONDALE	12	76289	4/20/94	
Hong Kong	CANNONDALE	12	B8050/94	12/14/94	

		25	B3169/94	5/30/94
	CODA logo	12	8751/95	10/23/95
Indonesia	CANNONDALE	12	313087	10/12/94
		25	310269	8/26/94
	CODA logo	12	310726	9/1/94
Ireland	CANNONDALE	12	145662	1/5/94
		25	145663	1/5/94
	CODA logo	12	167211	8/8/95
Israel	CANNONDALE	12	79862	3/10/94
		25	79863	“ “
Italy	CANNONDALE	12, 21, 25	547862	8/28/91
	CODA logo	12	661528	11/8/95
Japan	CANNONDALE	12	2171807	9/29/89
		21	1583427	4/27/83
		24	1681515	4/20/84
		25	4346239	12/17/99
	HeadShok (plus design)	12	3275479	4/4/97
	Man's (Brad) head design	12	4278034	5/28/99
	New C logo	12, 25	4341168	12/3/99
Kuwait	CANNONDALE	12	38597	8/10/02
Malaysia	CANNONDALE	12	91/04602	4/2/96
		25	91/04601	5/24/95
	CODA logo	12	93/04927	10/20/95
Mexico	CANNONDALE	12	523730	6/13/96
		25	417443	6/29/92
	CODA logo	12	448858	12/13/93
New Zealand	CANNONDALE	12	191087	7/15/92
		25	191088	6/24/92
Norway	CANNONDALE	12, 18, 25	147830	12/5/91
			CODA logo	12
Peru	CANNONDALE	12	5064	1/20/94
		25	5065	1/20/94
Portugal	CANNONDALE	12	254653	10/2/92
		25	254654	10/2/92
Russia	CANNONDALE	12	127670	6/16/95
			CODA logo (To abandon)	12
Saudi Arabia	CANNONDALE	12	514/46	1/14/00
			HeadShok	12
Singapore	CANNONDALE	12	5390/91	5/31/91
			CODA logo (To abandon)	12
South Africa	CANNONDALE	12	89/1080	2/13/89
		25	89/1081	2/13/89
South Korea	CANNONDALE	Korean Cl. 37	250123	9/21/92
		Korean Cl. 45	250573	9/24/92
		Korean Cl. 112	26334	3/10/95
Spain	CANNONDALE	12	1310172	5/28/92
		25	1310173	
	CODA logo (To abandon)	12	1781688	4/3/96
Sweden	CANNONDALE	12, 18, 25	222593	4/12/91
			CODA logo (To Abandon)	12
Switzerland	CANNONDALE	12, 25	365219	7/25/88
			CODA logo (To Abandon)	12
Taiwan	CANNONDALE	40	549725	2/1/92
		82	556301	4/1/92

	CODA logo (To Abandon)	82	692709	10/1/95
Thailand	CANNONDALE	12	kor109052	3/23/90
		25	kor109061	3/23/90
	HeadShok (plus design)	12	kor120439	9/22/00
	C logo	12	Kor123862	12/13/99
		25	Kor124532	12/6/00
	CODA Design***	12	Kor. 18937	9/30/93
United Arab Emirates	CANNONDALE	12	28850	10/31/98
	HeadShok (plus design)	12	23620	2/8/00
United Kingdom	CANNONDALE	12	B1352882	7/28/88
		25	B1353234	8/1/88
	CODA (block letter)	12 (To Abandon)	1540522	7/1/93
Uruguay	HeadShok (plus design)	12	326.777	4/16/01
Venezuela	CANNONDALE	12	F172.218	11/1/94
		25	F165.807	7/18/94
	CODA logo	12	12566/93	7/13/93
	CODA plus design	12	99-015144	9/2/99

\* Cannondale intends to allow the CODA trademark both block letter and logo to become abandoned globally. We are no longer marketing a CODA line of bicycle components and no longer use the designation.

\*\* United States trademark applications and registrations have been provided separately.

\*\*\* CODA design registration in Thailand is renewable Sept. 30, 2003. Cannondale will NOT be renewing any of the CODA marks as they come due.

**SCHEDULE D****FOREIGN TRADEMARK APPLICATIONS**

<b><u>COUNTRY</u></b>	<b><u>MARK</u></b>	<b><u>INT'L CLASS</u></b>	<b><u>SER. NO.</u></b>	<b><u>DATE FILED</u></b>
Argentina	CANNONDALE	12	2020389	2/7/96
Finland	CODA	12	209869	8/23/95
Guatemala	CANNONDALE	25	7078	10/25/93
India	CANNONDALE	12	899714	1/25/00
India	CANNONDALE	25	899713	1/25/00
	C-LOGO	12	899712	1/25/00
	HEADSHOK	12	899711	1/25/00
Phillipines	CANNONDALE	12, 25	Appl. 4-1999-06410	8/30/99
	HeadShok	12	Appl. 4-1999-06413	8/30/99

**SCHEDULE E**

**OTHER TRADE (AND/OR PRODUCT) NAMES CURRENTLY  
USED,  
BUT NOT REGISTERED**

Road Warrior

Silk Warrior

Silk Trail

Adventure

Black Lightning

Silk Adventure

Bad Boy

Ultra

Super V

Si

Chain Gang

Q-Lab