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

06-04-2003

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office



To the Honorable Commissioner of

102464091

original 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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 05/02/2003

2. Name and address of receiving party(ies)

Name: Moto Assets 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 Incorporated in 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

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

A. Trademark Application No.(s) See attached

B. Trademark Registration No.(s) None

Additional number(s) attached Yes No

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 I/35th Floor

City: Hartford State: CT Zip: 06103

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:

DO NOT USE THIS SPACE

9. Signature.

J. Cory Nielsen Name of Person Signing

James S. [Signature] Signature

May 28, 2003 Date

Total number of pages including cover sheet, attachments, and document: 12

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

06/03/2003 ECOOPER 00000203 76382237

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TRADEMARK REEL: 002745 FRAME: 0596

**Question 4**

	<b>A. Trademark Application Nos.</b>	<b>B. Trademark Registration Nos.</b>
1.	Ser. No. 76382237	

## MOTO 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, MOTO ASSETS 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 Moto Business set forth on Schedule A attached hereto, the United States applications for trademark registration relating to the Moto Business set forth on Schedule B attached hereto, the foreign trademark registrations relating to the Moto Business set forth on Schedule C attached hereto, the foreign applications for trademark registration relating to the Moto Business set forth on Schedule D attached hereto, the unregistered trademarks, the trade names and the assumed names relating to the Moto Business set forth on Schedule E attached hereto (in each case, together with the goodwill of the business associated therewith collectively, the "Moto 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 Moto 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 or any foreign country with respect to the Moto 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 as of the date hereof and hereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Moto 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 right and obligations of Seller in and to said Moto 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 Moto 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 Moto 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:**

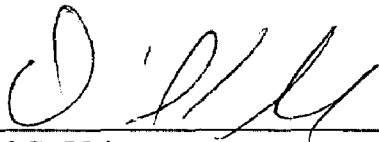
**CANNONDALE CORPORATION**

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

Name: James Scott Montgomery  
Its Vice President

**ASSIGNEE:**

**MOTO ASSETS 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.

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**ASSIGNEE:**

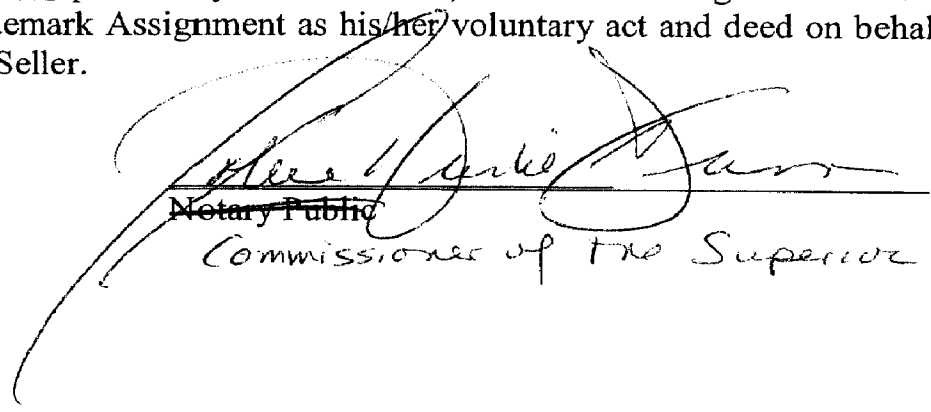
**MOTO ASSETS ACQUISITION CORP.**

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**

**None.**



**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 REGISTERE</u></b>
GLAMIS	IC 012	Ser. No. 76382237	Pending – Filed 3/14

**SCHEDULE C**

**FOREIGN TRADEMARK REGISTRATIONS**

**None.**

**SCHEDULE D**

**FOREIGN TRADEMARK APPLICATIONS**

**None.**

**SCHEDULE E**

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

Motorcycle

**X440**

**S440**

**C440**

**E440**

**X440s**