

7.7.03



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

102491215 TRADEMARKS ONE

U.S. DEPARTMENT OF COMMERCE U.S. 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): Bicycle Business Acquisition Corp. Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: CIT Group/Business Credit, Inc. Internal Address: Street Address: 1211 Avenue of the Americas City: New York State: NY Zip: 10036 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State New York 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 Assignment for Security Execution Date: 4/17/03

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

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:

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Robert B. Stein Internal Address: Wolf, Block, Schorr and Solis-Cohen LLP Street Address: 250 Park Avenue City: New York State: NY Zip: 10177

DO NOT USE THIS SPACE

9. Signature. Eric A. Dichter Name of Person Signing

Signature (Handwritten Signature)

Date 7/2/03

Total number of pages including cover sheet, attachments, and document: 8

07/07/2003 LNUELLER 00000159 2531404

01 FC:8521 02 FC:8522

40.00 OP 800.00 OP

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

FINANCE SECTION 7-7 AM 10-24

U.S. TRADEMARK REGISTRATIONS

<u>CANNONDALE REGISTERED TRADEMARKS</u>	<u>INT'L CLASS OF GOODS</u>	<u>REGISTRATION NUMBER</u>	<u>DATE REGISTERED/STATUS</u>
CANNONDALE®	IC 012	2531404	10/30/01 (Most recent block ltr)
CANNONDALE®	IC 018,012, 018,025,028	2258778	7/6/99
CANNONDALE®	IC 012, 025, 028, 009	2416442	12/26/00 (For Motorcycles and MX clothing)
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 abandoned)
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 abandoned)
SILK ROAD HEADSHOK®	IC 012	2018888	11/26/96 (To be abandoned)
SILK PATH HEADSHOK®	IC 012	2002675	9/24/96 (To be abandoned)
FATTY®	IC 012	1983068	6/25/96
DIRT CAMP (& Design)®	IC 041	2015507	11/12/96 (No longer used)
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 abandoned)
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

U.S. TRADEMARK APPLICATIONS

<u>CANNONDALE REGISTERED TRADEMARKS</u>	<u>INT'L CLASS OF GOODS</u>	<u>REGISTRATION NUMBER</u>	<u>DATE REGISTERED/STATUS</u>
GEMINI (stylized)	IC 012	Ser. No. 76319647	Pending - Filed 10/1/01
OPTIMO	IC 012	Ser. No. 76446743	Pending - Filed 9/3/02
CANNONDALE MOTO	IC 012	Ser. No. 76307439	Pending - Filed 8/30/01
CANNONDALE BLAZE	IC-012	Ser. No. 76307440	Pending - Filed 9/30/01

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 Trademark Security Agreement dated May 2, 2003 (the "Security Agreement") in favor of The CIT Group/Business Credit, Inc., as agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee a lien on and 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);

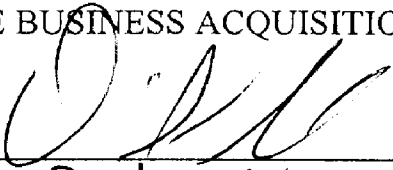
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby grant to the Assignee a lien on and security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS. WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of April 17<sup>th</sup> 2003.

BICYCLE BUSINESS ACQUISITION CORP.

By:   
Name: David S. Uri  
Title: President

STATE OF Connecticut )  
 )  
COUNTY OF New Haven )

New Haven

On the 17 day of April x, 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.

  
My Commission Expires Aug. 31, 2003

**BICYCLE BUSINESS ACQUISITION CORP.**  
**TRADEMARKS AND TRADEMARK APPLICATIONS**

**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/STATUS</u></b>
CANNONDALE®	IC 012	2531404	10/30/01 (Most recent block ltr)
CANNONDALE®	IC 018,012, 018,025,028	2258778	7/6/99
CANNONDALE®	IC 012, 025, 028, 009	2416442	12/26/00 (For Motorcycles and MX clothing)
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 abandoned)
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 abandoned)
SILK ROAD HEADSHOK®	IC 012	2018888	11/26/96 (To be abandoned)
SILK PATH HEADSHOK®	IC 012	2002675	9/24/96 (To be abandoned)
FATTY®	IC 012	1983068	6/25/96
DIRT CAMP (& Design)®	IC 041	2015507	11/12/96 (No longer used)
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 abandoned)
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

U.S. TRADEMARK APPLICATIONS

<u>CANNONDALE REGISTERED TRADEMARKS</u>	<u>INT'L CLASS OF GOODS</u>	<u>REGISTRATION NUMBER</u>	<u>DATE REGISTERED/STATUS</u>
GEMINI (stylized)	IC 012	Ser. No. 76319647	Pending - Filed 10/1/01
OPTIMO	IC 012	Ser. No. 76446743	Pending - Filed 9/3/02
CANNONDALE MOTO	IC 012	Ser. No. 76307439	Pending - Filed 8/30/01
CANNONDALE BLAZE	IC-012	Ser. No. 76307440	Pending - Filed 9/30/01



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 Trademark Security Agreement dated May 2, 2003 (the "Security Agreement") in favor of The CIT Group/Business Credit, Inc., as agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee a lien on and 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);

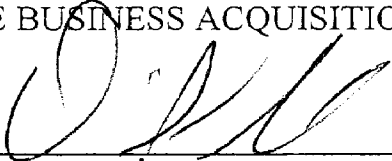
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby grant to the Assignee a lien on and security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS.WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of April 17<sup>th</sup> 2003.

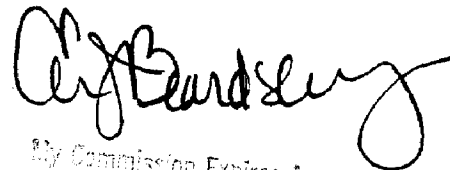
BICYCLE BUSINESS ACQUISITION CORP.

By:   
Name: David S. Uri  
Title: President

STATE OF Connecticut )  
 )  
COUNTY OF New Haven )

New Haven

On the 17 day of April x, 2003, before me personally came David S. Wei, 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.

  
My Commission Expires Aug. 31, 2003

**BICYCLE BUSINESS ACQUISITION CORP.**  
**TRADEMARKS AND TRADEMARK APPLICATIONS**

**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/STATUS</u></b>
CANNONDALE®	IC 012	2531404	10/30/01 (Most recent block ltr)
CANNONDALE®	IC 018,012, 018,025,028	2258778	7/6/99
CANNONDALE®	IC 012, 025, 028, 009	2416442	12/26/00 (For Motorcycles and MX clothing)
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 abandoned)
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 abandoned)
SILK ROAD HEADSHOK®	IC 012	2018888	11/26/96 (To be abandoned)
SILK PATH HEADSHOK®	IC 012	2002675	9/24/96 (To be abandoned)
FATTY®	IC 012	1983068	6/25/96
DIRT CAMP (& Design)®	IC 041	2015507	11/12/96 (No longer used)
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 abandoned)
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

U.S. TRADEMARK APPLICATIONS

<u>CANNONDALE REGISTERED TRADEMARKS</u>	<u>INT'L CLASS OF GOODS</u>	<u>REGISTRATION NUMBER</u>	<u>DATE REGISTERED/STATUS</u>
GEMINI (stylized)	IC 012	Ser. No. 76319647	Pending - Filed 10/1/01
OPTIMO	IC 012	Ser. No. 76446743	Pending - Filed 9/3/02
CANNONDALE MOTO	IC 012	Ser. No. 76307439	Pending - Filed 8/30/01
CANNONDALE BLAZE	IC-012	Ser. No. 76307440	Pending - Filed 9/30/01