

07-08-2003

7.7.03



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TRADEMARK

U.S. DEPARTMENT OF COMMERCE
U.S. 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 Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Moto Assets Acquisition Corp.

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

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

3. Nature of conveyance:

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

Execution Date: 5/5/03

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

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

A. Trademark Application No.(s) 76/382237

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

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.

Eric A. Dichter
Name of Person Signing

Eric A. Dichter
Signature

7/2/03
Date

Total number of pages including cover sheet, attachments, and document: 5

07/07/2003 LNUELLER 00000160 76382237

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

01 FC:8521

40.00 DP

FINANCE SECTION
7/2/03 4M 10:24

TRADEMARK
REEL: 002772 FRAME: 0694

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, MOTO ASSETS 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 5, 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);

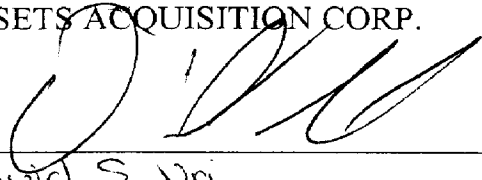
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby grant to the Assignee a lien on and security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

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.

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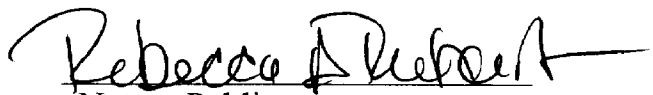
IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of May 5, 2003.

MOTO ASSETS ACQUISITION CORP.

By: 
Name: David S. Uri
Title: President

STATE OF Connecticut)
) ss.:
COUNTY OF Fairfield)

On this 5th day of May, 2003, before me personally came Dawid Uzi, 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 MOTO ASSETS ACQUISITION CORP., a Delaware corporation, and that he executed the foregoing instrument in the firm name of MOTO ASSETS 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

REBECCA A. RICHARDSON
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2005

U.S. TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

CANNONDALE REGISTERED TRADEMARKS	INT'L CLASS OF GOODS	REGISTRATION NUMBER	DATE REGISTERED/STATUS
GLAMIS	IC 012	Ser. No. 76382237	Pending – Filed 3/14/02

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, MOTO ASSETS 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");

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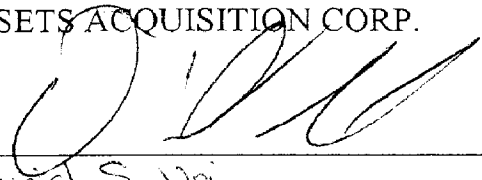
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby grant to the Assignee a lien on and security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

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