

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                  |                |
|------------------|----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
|------------------|----------------|

|                       |  |
|-----------------------|--|
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
|-----------------------|--|

|                             |          |                |              |
|-----------------------------|----------|----------------|--------------|
| CONVEYING PARTY DATA        |          |                |              |
| Name                        | Formerly | Execution Date | Entity Type  |
| The Derby Cycle Corporation |          | 10/26/2001     | CORPORATION: |

|                      |                           |
|----------------------|---------------------------|
| RECEIVING PARTY DATA |                           |
| Name:                | Raleigh Cycle Limited     |
| Street Address:      | Portman House, Hue Street |
| City:                | St Helier, Jersey         |
| State/Country:       | NOT PROVIDED              |
| Postal Code:         | JE4 5RP                   |
| Entity Type:         | CORPORATION:              |

| PROPERTY NUMBERS Total: 5 |         |                |
|---------------------------|---------|----------------|
| Property Type             | Number  | Word Mark      |
| Registration Number:      | 1398237 | AVENIR         |
| Registration Number:      | 2149272 | D DIAMONDBACK. |
| Registration Number:      | 2149275 | D DIAMONDBACK  |
| Registration Number:      | 1835374 | DIAMOND BACK   |
| Registration Number:      | 1269116 | DIAMOND BACK   |

|  |                                      |
|--|--------------------------------------|
| CORRESPONDENCE DATA  |                                      |
| Fax Number:  | (206)389-1708                        |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                                      |
| Phone:   | 206-624-3600                         |
| Email:   | bgoto@riddellwilliams.com            |
| Correspondent Name:  | Riddell Williams PS                  |
| Address Line 1:  | 1001 Fourth Avenue Plaza, Suite 4500 |
| Address Line 4:  | Seattle, WASHINGTON 98154            |

|                         |          |
|-------------------------|----------|
| ATTORNEY DOCKET NUMBER: | 45852.61 |
|-------------------------|----------|

|                         |
|-------------------------|
| DOMESTIC REPRESENTATIVE |
|-------------------------|

OP \$140.00 1398237

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Bruce T. Goto

Total Attachments: 9  
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## TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT dated October 26<sup>e</sup>, 2001 (the "Agreement") by and between THE DERBY CYCLE CORPORATION, a Delaware corporation ("Assignor"), and RALEIGH CYCLE LIMITED, a Jersey corporation ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks, tradenames and logos, and the registrations and applications therefor, listed on Schedule 1 annexed hereto, in the countries listed thereon, and the goodwill associated therewith (collectively, the "Marks");

WHEREAS, pursuant to Section J(3) of the Modification and Supplement Agreement (the "Modification Agreement"), to the Asset Purchase Agreement (as amended, the "Asset Purchase Agreement"), dated as of August 20, 2001, between Assignor and Cycle Bid Co., a Delaware corporation (the "Buyer"), dated October 26<sup>e</sup>, 2001, by and among Assignor, the Buyer and the other parties named therein, Assignor has agreed, among other things, to sell to Assignee all right, title and interest of Assignor in and to the Marks.

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

Assignor does hereby sell and assign to Assignee all of Assignor's right, title and interest in, to and under the following:

1. the Marks;
2. all proceeds of the Marks, including, without limitation, any claim by Assignor against third parties for past, present or future infringement of the Marks; and
3. the goodwill symbolized by and associated with the business conducted under the Marks.

Upon the request and at the expense of Assignee, Assignor hereby agrees promptly to execute all papers and to perform such other proper acts reasonably necessary to secure to Assignee, or to its successors and assigns, or reasonably requested by Assignee in connection with securing, the rights hereby transferred, including but not limited to Assignor's execution of assignments in recordable form within a reasonable amount of time after the date hereof in each jurisdiction where trademark or service mark registrations or applications may be issued or pending, Assignor's delivery of originals or copies of all files relating to the Marks and Assignor's provision to Assignee of a list of the name, address and phone number or other contact information for all trademark

agents and attorneys used by Assignor to assist with the registration or maintenance of Assignor's rights in and to the Marks outside of the United States. Further, upon Assignee's request and at Assignee's expense, Assignor agrees to cooperate fully with Assignee in obtaining assignments in recordable form from Assignor's predecessors-in-interest in all jurisdictions where such assignments may be necessary to complete the "chain of title" to Assignee or to its successors or assigns. To the extent that any trademarks, tradenames or logos, or registrations or applications therefor do not appear on Schedule 1 annexed hereto and are owned by Assignor or with respect to which Assignor otherwise has rights, the foregoing and the goodwill associated therewith shall be deemed to be included in the Marks.

Subject to the terms and conditions herein set forth, at the Closing (as defined in the Asset Purchase Agreement), the Assignee shall transfer to the Assignor as consideration for the assignment to the Assignee of the Marks, the amount set forth in Section J(3) of the Modification Agreement (the "Purchase Price").

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and permitted assigns.

This Agreement, together with the Modification Agreement, and the Asset Purchase Agreement, contains the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.

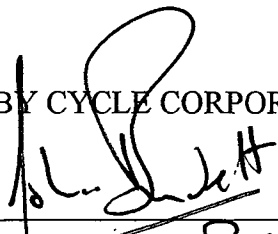
This Agreement may be amended, extended, superseded, canceled, or renewed, and the terms hereof may be waived, only by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of such right, power or privilege, nor any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

This Agreement is governed by the laws of the State of New York applicable to contracts made and performed wholly within such state, without reference to its conflicts of laws provisions.

This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be duly executed as of this 25<sup>th</sup> day of October, 2001.

THE DERBY CYCLE CORPORATION

By   
Name: SEAN BURDETT  
Title: CHIEF FINANCIAL OFFICER.

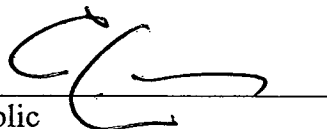
RALEIGH CYCLE LIMITED

By   
Name: Simon J. Goddard  
Title: Director

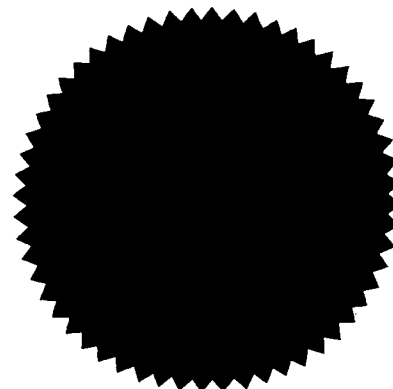
STATE OF ENGLAND )  
: ss.:  
COUNTY OF NOTTINGHAM )

On the 25 day of October, 2001, before me personally came John Coventry Burdett, to me personally known and known to me to be the person described in and who executed the foregoing instrument as Chief Financial Officer of THE DERBY CYCLE CORPORATION, the corporation described in and which executed the foregoing instrument, who being by me duly sworn, did depose and say that he resides at 11 Lawn Crescent, Kew, Richmond, Surrey, TW9 3NR; that he is the Chief Financial Officer of the corporation; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public



My commission expires on death



SCHEDULE 1Domestic Trademark Registrations and Applications:

Mark: AVENIR

U.S. Reg. No. 1398237

Mark: DIAMOND BACK

U.S. Reg. No. 1269116

U.S. Reg. No. 1835374

Mark: DIAMONDBACK and Design

U.S. Reg. No. 2149272

Mark: D DIAMONDBACK and Design

U.S. Reg. No. 2149275

Foreign Trademark Registrations and Applications:

Mark: A AVENIR

Countries:

France Reg. No. 1533028

Germany Reg. No. 2905249

Mark: A AVENIR (Stylized)

Countries:

Japan Reg. No. 2372358

New Zealand Reg. No. 173177

New Zealand Reg. No. 173178

New Zealand Reg. No. 173179

New Zealand Reg. No. 194689

New Zealand Reg. No. 194688

New Zealand Reg. No. 173175

New Zealand Reg. No. 173174

Mark: A AVENIR and Design

Country:

Australia Reg. No. A467742

|           |                  |
|-----------|------------------|
| Australia | Reg. No. A467739 |
| Australia | Reg. No. A467740 |
| Australia | Reg. No. A467738 |
| Australia | Reg. No. A467741 |

Mark: AVENIR

Countries:

|                      |                      |
|----------------------|----------------------|
| Australia            | Reg. No. A445194     |
| Australia            | Reg. No. A448978     |
| Austria              | Reg. No. 123917      |
| Benelux              | Reg. No. 451989      |
| Bosnia & Herzegovina | Reg. No. BAZR971995A |
| Bulgaria             | Reg. No. 18474       |
| Canada               | Reg. No. TMA375145   |
| Canada               | Reg. No. TMA351118   |
| China                | Reg. No. 361509      |
| China                | Reg. No. 362486      |
| China                | Reg. No. 361140      |
| China                | Reg. No. 362752      |
| China                | Reg. No. 357627      |
| China                | Reg. No. 357910      |
| China                | Reg. No. 357134      |
| China                | Reg. No. 354745      |
| Croatia              | Reg. No. Z932624     |
| Czech Republic       | Reg. No. 168321      |
| Denmark              | Reg. No. VR78161991  |
| Finland              | Reg. No. 113430      |
| France               | Reg. No. 1411790     |
| Greece               | Reg. No. 99832       |
| Hong Kong            | Reg. No. B2981/1989  |
| Hong Kong            | Reg. No. B3647/1989  |
| Hong Kong            | Reg. No. B2103/1990  |
| Hong Kong            | Reg. No. B50/1990    |
| Hong Kong            | Reg. No. B3646/1990  |
| Hungary              | Reg. No. 130234      |
| Indonesia            | Reg. No. 281931      |
| Israel               | Reg. No. 76237       |
| Israel               | Reg. No. 76238       |
| Israel               | Reg. No. 76240       |
| Italy                | Reg. No. 547354      |
| Japan                | App. No. 2001-031042 |
| Japan                | App. No. 2304173     |
| Korea, Republic of   | Reg. No. 136940      |
| Korea, Republic of   | Reg. No. 135015      |
| Malaysia             | Reg. No. 90-02907    |



|                 |                     |
|-----------------|---------------------|
| Malaysia        | Reg. No. 90-02905   |
| Mexico          | Reg. No. 399572     |
| Mexico          | App. No. 468517     |
| Mexico          | App. No. 468518     |
| Mexico          | App. No. 468519     |
| Mexico          | App. No. 468520     |
| Mexico          | App. No. 468521     |
| Mexico          | Reg. No. 399568     |
| Mexico          | Reg. No. 399569     |
| Mexico          | Reg. No. 399570     |
| Mexico          | Reg. No. 399571     |
| Norway          | Reg. No. 138528     |
| Poland          | Reg. No. 67692      |
| Portugal        | Reg. No. 246192     |
| Singapore       | Reg. No. 3480/90    |
| Singapore       | Reg. No. 3479/90    |
| Singapore       | Reg. No. 3477/90    |
| Singapore       | Reg. No. 3476/90    |
| Singapore       | Reg. No. 3478/90    |
| Slovak Republic | Reg. No. 168321     |
| Slovenia        | Reg. No. Z-9080449  |
| South Africa    | Reg. No. 91/0618-22 |
| Spain           | Reg. No. 1573456    |
| Sweden          | Reg. No. 237505     |
| Switzerland     | Reg. No. 366232     |
| Taiwan          | Reg. No. 328489     |
| Taiwan          | App. No. 326067     |
| Taiwan          | App. No. 324800     |
| Taiwan          | App. No. 320005     |
| U.K.            | Reg. No. 1265017-18 |
| U.K.            | Reg. No. 1265019-20 |
| U.K.            | Reg. No. B1257608   |
| U.K.            | Reg. No. B1257609   |
| U.K.            | Reg. No. 1383027    |

Mark: DIAMOND BACK

Countries:

|                      |                    |
|----------------------|--------------------|
| Argentina            | Reg. No. 1677192   |
| Austria              | Reg. No. 8-143740  |
| Benelux              | Reg. No. 409156    |
| Bolivia              | Reg. No. 720334    |
| Bosnia & Herzegovina | Reg. No. 753569    |
| Brazil               | Reg. No. 819661066 |
| Bulgaria             | Reg. No. 9615681   |
| Canada               | Reg. No. TMA394274 |

|                    |                     |
|--------------------|---------------------|
| Canada             | Reg. No. 291787     |
| Chile              | Reg. No. 408548     |
| Colombia           | Reg. No. 164063     |
| Croatia            | Reg. No. 96/14771   |
| Czech Republic     | Reg. No. 8-208-999  |
| France             | Reg. No. 819857688  |
| Germany            | Reg. No. 461,145    |
| Germany            | Reg. No. 325660     |
| Greece             | Reg. No. 796543     |
| Hong Kong          | Reg. No. B3756/1990 |
| Hungary            | Reg. No. 392437     |
| India              | App. No. 534192     |
| Israel             | Reg. No. 97-001937  |
| Italy              | Reg. No. 12542/96   |
| Japan              | App. No. 1510058    |
| Korea, Republic of | Reg. No. 301968     |
| Malaysia           | App. No. 90-02910   |
| Mexico             | Reg. No. 399573     |
| Mexico             | App. No. 468522     |
| New Zealand        | Reg. No. 186917     |
| Norway             | Reg. No. 116306     |
| Paraguay           | Reg. No. 166806     |
| Peru               | Reg. No. 1649       |
| Poland             | Reg. No. 67693      |
| Portugal           | Reg. No. 458,730    |
| Singapore          | Reg. No. 3475/90    |
| Slovak Republic    | Reg. No. 34126      |
| Slovenia           | Reg. No. 335707     |
| South Africa       | Reg. No. 268819     |
| Spain              | Reg. No. 366,450    |
| Switzerland        | Reg. No. 03719      |
| Taiwan             | Reg. No. 797804     |
| UK                 | Reg. No. 970002788? |
| UK                 | Reg. No. 1161124    |
| Venezuela          | App. No. 6963193    |
| Yugoslavia         | Reg. No. 385831     |

Mark: DIAMOND BACK and Design

Countries:

|             |                 |
|-------------|-----------------|
| Switzerland | Reg. No. 889479 |
|-------------|-----------------|

Mark: DIAMOND BACK PREFERENCE

Countries:

|         |                  |
|---------|------------------|
| Germany | App. No. 2090053 |
|---------|------------------|

Switzerland  
U.K.

App. No. 408853  
App. No. 2016422

Mark: DIAMOND BACK VIPER (and chinese characters)

Countries:

Taiwan

App. No. 288975

Mark: PREFERENCE

Countries:

Australia

Reg. No. B598299

Benelux

Reg. No. 528827

China

Reg. No. 836794

Denmark

Reg. No. VR058531993

France

Reg. No. 93455879

Spain

Reg. No. 1746511

Taiwan

App. No. 619168

Taiwan

App. No. 624993

Mark: PREFERENCE THE EXERCISE OF CHOICE and Design

Country:

Australia

App. No. 150197