

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Raleigh Cycle Limited		04/12/2002	CORPORATION:

RECEIVING PARTY DATA	
Name:	Swissbike Vertriebs AG
Street Address:	Buochserstr 26
City:	Beckenried
State/Country:	SWITZERLAND
Postal Code:	6375
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	1398237	AVENIR
Registration Number:	2149275	D DIAMONDBACK
Registration Number:	2149272	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
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DOMESTIC REPRESENTATIVE
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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: 6  
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## TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT dated 12<sup>th</sup> day of April, 2002 (the "Agreement") by and between RALEIGH CYCLE LIMITED, a Jersey corporation ("Assignor"), and SWISSBIKE VERTRIEBS AG, a Swiss corporation ("Assignee").

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

NOW, THEREFORE, for consideration of US\$587,000, the parties hereto agreed 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 symbolised 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. Further, upon Assignee's request and at Assignee's expense, Assignor agrees to co-operate 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.

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

This Agreement may be amended, extended, superseded, cancelled, 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.

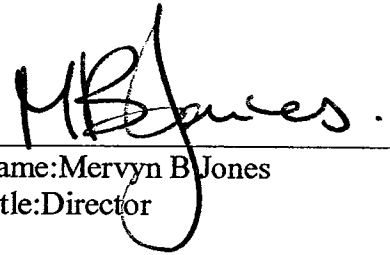
This Agreement is governed by the laws of Jersey applicable to contracts made and performed wholly within such state, without reference to its conflicts of laws provisions.

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 12<sup>th</sup> day of April, 2002

RALEIGH CYCLE LIMITED

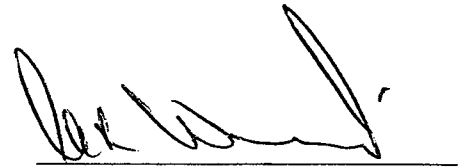
By



Name: Mervyn B Jones  
Title: Director

SWISSBIKE VERTRIEBS AG

By



Name: Max Wernly  
Title: Director

# SCHEDULE 1

**TRADEMARK**  
**A AVENIR**

**AVENIR**

<b><u>COUNTRY</u></b>	<b><u>REGNO</u></b>
France	1533028
Germany	2905249
Israel	76237
Croatia	Z932624
Poland	
Slovakia	168321
Austria	123917
Bosnia-Herzegovina	BAZR971995A
Slovenia	Z-9080449
Spain	2408804
Benelux	451989
Israel	76238
Israel	76240
Bulgaria	18474
Czech Republic	168321
Denmark	VR78161991
Finland	113430
France	1411790
Greece	99832
Hungary	130234
Italy	547354
Norway	138528
Portugal	246192
South Africa	91/0618-22
Sweden	0237505
Switzerland	366232
United Kingdom	B1257609
United Kingdom	1383027
United Kingdom	B1257608
United Kingdom	B1265017-8
United Kingdom	B1265019-20
Norway	138528
Bosnia-Herzegovina	BAZR971995A
Cuba	Z932624
Mexico	
Mexico	
Mexico	
Mexico	
Mexico	
South Africa	91/0618
South Africa	91/0619
South Africa	91/0620
South Africa	91/0621
South Africa	91/0622
China	361509
China	362486
China	361140
China	362752
China	357627
China	357910
China	357134

**TRADEMARK****COUNTRY****REGNO**

China	354745
Australia	467742
Australia	467739
Australia	467740
Australia	467738
Australia	467741
Hong Kong	B2981/1989
Hong Kong	B3647/1989
Hong Kong	B2103/1990
Hong Kong	B50/1990
Hong Kong	B3646/1990
Israel	76236
South Korea	136940
South Korea	135015
Malaysia	90-02907
Malaysia	90-02905
New Zealand	173179
New Zealand	173178
New Zealand	173177
New Zealand	194689
New Zealand	194688
New Zealand	173175
New Zealand	173174
Poland	67692
Portugal	264192
Spain	2408805
Spain	2414125
Portugal	264193
Portugal	264194
Portugal	264195
Portugal	264196
Singapore	3480/90
Singapore	3479/90
Singapore	3477/90
Singapore	3476/90
Singapore	3478/90
Slovenia	Z9080449
Spain	1573456
Spain	1573457
Spain	1573458
Spain	1573455
Taiwan	328489
Taiwan	326067
Taiwan	324800
Taiwan	320005
United Kingdom	B1265017
United Kingdom	B1265018
United Kingdom	B1265019
United Kingdom	B126520
United States of Am	1398237
Japan	

**AVENIR WORD**

Australia	445194
Canada	TMA375145
Canada	TMA351118

**D DIAMONDBACK AND DESIGN**

United States of Am	2149275
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**DIAMOND BACK****TRADEMARK****REEL: 002888 FRAME: 0441**

**TRADEMARK****COUNTRY****REGNO**

Switzerland	366233
Mexico	
South Africa	
Japan	1510058
United States of Am	1835374
Argentina	1677192
Bolivia	54907-c
Chile	408548
Colombia	164063
Croatia	Z19932623N
Hong Kong	B3756/1990
South Korea	301968
Malaysia	
Paraguay	166806
Peru	1649
Poland	67693
Singapore	3475/90
Slovenia	Z9080054
United States of Am	1269116
Venezuela	P181698
Brazil	

**DIAMOND BACK PREFERENCE**

Germany	2090053
Switzerland	408853
United Kingdom	2016422

**DIAMOND BACK VIPER (and chinese characters)**

Taiwan	288975
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**DIAMOND BACK WORD**

Canada	291787
Australia	448978
Canada	TMA394274
New Zealand	186917

**DIAMONDBACK**

Yugoslavia	35018
Slovakia	168594
Poland	
Austria	123918
Benelux	447291
Israel	T/76236
Bolivia	54907-C
Bosnia-Herzegovina	BAZR971996A
Bulgaria	19261
Yugoslavia	Z932623N
Czech Republic	168594
France	1375121
Germany	1137439
Germany	39520603
Greece	99833
Hungary	130728
Italy	547353
Norway	143214
Portugal	264197
Slovenia	Z-9080054
Spain	2040969
South Africa	91/0442
United Kingdom	1161124
Brazil	819661066
Taiwan	797804

**TRADEMARK**  
**DIAMONDBACK and Design**

**COUNTRY**

**REGNO**

**PREFERENCE**

Sweden  
United States of Am

0889479  
2149272

**PREFERENCE THE EXERCISE OF CHOICE and I**

Benelux  
China  
Denmark  
France  
Spain  
Taiwan  
Taiwan

528827  
836794  
VR058531993  
93455879  
1746511  
619168  
624993

**PREFERENCE WORD**

Austria  
Australia

150197  
598299

**ALL FUTURE REGISTRATIONS OF THE ABOVE TRADEMARKS AND PENDING APPLICATIONS**