

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 Company Ltd		09/26/2002	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: 2		
Property Type	Number	Word Mark
Registration Number:	1010107	RALEIGH
Registration Number:	0223090	R THE RALEIGH NOTTINGHAM ENGLAND

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:	45852.61.325
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DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	

OP \$65.00 1010107

Address Line 4:

NAME OF SUBMITTER:

Bruce T. Goto

Total Attachments: 10

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TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT dated 26th day of September, 2002 (the "Agreement") by and between RALEIGH CYCLE COMPANY LTD (Registered No. 28468), a UK corporation ("Assignor"), and SWISSBIKE VERTRIEBS AG, a Swiss corporation ("Assignee").

WHEREAS, Assignor is the beneficial owner of all rights, titles, and interests 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 £(GBP)7,300,000, the parties hereto agreed as follows:

Assignor does hereby sell and assign to Assignee, with effect from 30th September 2002, 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; and
4. All licences granted for the use of the Marks. The Assignor and its subsidiary companies shall retain the right to collect income accrued up to 30 September 2002 from licences granted for the use of 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.

The consideration is payable by the Assignee as follows:

1. £6,369,000 payable upon completion; and
2. £ 931,000 deferred consideration.

The Assignor procures that its subsidiary, Raleigh International Limited, will pay to the Assignee £349,000 upon completion, equal to the royalty pre-paid to Raleigh International Limited, in connection with the licence of the trademarks in Southern Africa for periods after 30 September 2002.

The Assignee further promises to pay interest from the date hereof until the deferred consideration is paid in full, on the outstanding principal amount of deferred consideration at a rate of interest per annum of 5.85%. Interest shall be computed on the basis of actual days elapsed on a 365-day year basis and shall accrue on a daily basis. The deferred consideration shall be payable in 4 equal bi-annual installments of interest and capital as follows:

	Interest	Capital	Total
30 May 2003	£ 27,231	£ 222,769	£ 250,000
31 October 2003	£ 20,715	£ 229,285	£ 250,000
31 May 2004	£ 14,009	£ 235,991	£ 250,000
29 October 2004	£ 7,045	£ 242,955	£ 250,000

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 England 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 26th day of September, 2002

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RALEIGH CYCLE COMPANY LTD

By 
Name: Simon J Goddard
Title: Director

SWISSBIKE VERTRIEBS AG

By 
Name: Max Wernly
Title: Director

SCHEDULE 1

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGNO</u>
B.S.A.	United Kingdom	776913
B.S.A. WORD	United Kingdom	776914
BSA	New Zealand	70190
BSA BADGE	France	1381611
	Germany	766486
	Namibia	75/0018
	Nigeria	30734
	South Africa	62/0117
BSA GARTER DEVICE	Botswana	13663
BSA LOGO	France	1413210
BSA RIFLE DEVICE	Benelux	617932
	China	360225
BSA WORD	Nigeria	30726
H HERCULES	United Kingdom	693657
	UK	693657
HC	United Kingdom	523750
HC DEVICE	Benelux	040606
	Swaziland	350/1976
	Iran	42528
	Malaysia	M/1561
	Namibia	77/126
	Pakistan	93009
	Singapore	1561
	South Africa	3684/55
HERCULES	Botswana	SA4602
	China	27155
	Denmark	3860-1984
	Eire	34082
	Hong Kong	250/26
	Iran	1602/524
	Malaysia	M/1559
	Namibia	94/0776
	Nigeria	3792
	Pakistan	1176
	Malaysia	1847
	Singapore	1559
	Sri Lanka	4086
	Sri Lanka	4087
	South Africa	1282/23
	HERCULES WORD	Australia

TRADEMARK**COUNTRY****REGNO****HERON' S HEAD DEVICE SERIES****HERONS HEAD DEVICE****HERON'S HEAD DEVICE**

Malaysia	SAR/328
United Kingdom	459738
United Kingdom	361833
United Kingdom	620091
United Kingdom	550667
Malaysia	M/1420
Guatemala	7244
Yemen	3401
Argentina	1467028
Austria	16780
Bahamas	1118
Bahrain	BUK.579
Barbados	81/3566
Belarus	2316
Benelux	92037
Bolivia	40992
Brunei	154
Canada	
Chile	574382
China	34211
Costa Rica	72791
Croatia	Z942250
Cuba	114121
Venezuela	2239
Cyprus	546A
Czech Republic	91970
Denmark	570/1926
Dominican Republic	6823
Ecuador	1-2967-90
Egypt	39010
Eire	53473
Estonia	09703
Finland	8922/26
France	1640027
Gambia	589/27
Ghana	1902
Greece	67419
Guyana	999
Haiti	B3777
Haiti	232-92
Honduras Republic	5738
Hong Kong	B8926
Hong Kong	B8925
Hong Kong	B8923
Hong Kong	B8924
Hong Kong	207/26
Iceland	117969
Iceland	139/1948
India	391077
India	1285
India	147188
Indonesia	
Iran	234
Iraq	T486/1160/36
Israel	979

TRADEMARK**REEL: 002916 FRAME: 0349**

TRADEMARK**COUNTRY****REGNO**

Italy	708378
Jamaica	2047
Japan	3,258,342
Jordan	1157
Kazakhstan	7659
Kenya	14127
Kenya	1148
Kuwait	1563
Latvia	M15566
Lebanon	25369
Lesotho	LS/M/95/00306
Lithuania	7970
Macedonia	05914
Malawi	829/1959
Malta & Gozo	23944
Mauritius	135
Mexico	342191
Morocco	41799
Namibia	1183
Nicaragua	15335CC
Nigeria	3399
Nigeria	18630
Norway	13553/26
Pakistan	9419
Panama	85385
Panama	095385
Paraguay	12298
Poland	14033
Portugal	140086
Qatar	636
Russia	80752
Malaysia	SAR/308
Seychelles	255
Sierre Leone	1028
Slovenia	2680158
Spain	63671
Sri Lanka	3589
Sri Lanka	65932
Sudan	328
Surinam	5215
Swaziland	335/1976 (SA)
Switzerland	340377
Syria	17646
South Africa	64/2358
South Korea	2542
Taiwan	718125
Tanzania	10364
Morocco	6389
Tanzania	6945
Thailand	536
Thailand	86447/57324
Trinidad & Tobago	66/1926
Tunisia	418/78
Turkey	72020
Uganda	9444
Ukraine	5367
Uruguay	174693
Venezuela	34453-F

TRADEMARK**REEL: 002916 FRAME: 0350**

TRADEMARK**COUNTRY****REGNO**

Vietnam	16521
Germany	356128
Yugoslavia	4820
Zaire	1259/C
Zambia	829/1959
Zimbabwe	829/1959
Newfoundland	NFLD 3137
Philippines	

HERON'S HEAD DEVICE SERIES

Malaysia	1925
Singapore	1420
United Kingdom	913060

HERON'S HEAD LAMP BRACKET

India	129960
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PHILLIPS

Benelux	18162
China	27156
Mexico	83346
United Kingdom	304854
United Kingdom	397551
United Kingdom	749346
United Kingdom	557701

PHILLIPS CYCLE FITMENTS

United Kingdom	619147
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PHILLIPS LION DEVICE

Bangladesh	8848
Botswana	S.A.13791
China	29747
Egypt	62703
Eire	41439
Hong Kong	710/48
Iran	2782/3858
Israel	7014
Kenya	3012
Malawi	1097/62
Malaysia	172/52
Namibia	75/0015
Nigeria	5406
Pakistan	9654
Malaysia	645
Singapore	14929
Swaziland	248/94
South Africa	528/45
Zimbabwe	1097/62

PHILLIPS RENOWNED THE WORLD OVER

United Kingdom	736628
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PHILLIPS SCROLL

China	27157
Egypt	62704
Eire	40687
Malawi	1394/61
Namibia	B75/0016
Pakistan	9655
South Africa	350/46
Zimbabwe	1394/61

PHILLIPS WORD

United Kingdom	737145
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R RALEIGH NOTTINGHAM ENGLAND

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

United Kingdom 1586442
United Kingdom 2124686
United States of Am
United Kingdom 2124686

RALEIGH CYCLE CENTRE & DEVICE

Brazil
Colombia
Peru

RALEIGH GRIPZ

Eire 204409
United Kingdom 2127659

RALEIGH IN SPECIAL FORM

Eire 203785
United Kingdom 2107613

RALEIGH R AND CO

Bolivia 53.099

RALEIGH SELECT

Australia 281274
Australia 39757

RALEIGH SERIES

United Kingdom 2139631

RALEIGH THE ALL STEEL BICYCLE

United Kingdom 1197924
United Kingdom 1197923

RALEIGH WORD

India 92083
Argentina 1401701
Australia A281273
Australia A340020
Bahamas 87210
Bangladesh 10041
Benelux 347039
Botswana UK 1067
Brunei 10823
Canada 268469
Chile 381419
Denmark VR197803964
Egypt 62659
Eire 161173
Eire 54038
France 1480305
Hong Kong B16527
Hong Kong B12025
Hong Kong B11324
Hong Kong B16526
India 143830
Indonesia 304060
Israel 44440
Italy 351699
Japan 1581026
Japan
Kenya 14000
Malaysia M/90418
Mexico 348077
Namibia 94/0747
New Zealand 3449
Nigeria 18011

TRADEMARK**COUNTRY****REGNO**

	Pakistan	9413
	Malaysia	S/27853
	Malaysia	SAR/23011
	Saudi Arabia	84/60
	Seychelles	2646
	Singapore	1530/81
	Spain	879049
	Sudan	20249
	Swaziland	UK/24/1986
	Switzerland	290271
	United Kingdom	
	South Africa	1290/50
	South Korea	76320
	Taiwan	123232
	Tanzania	10489
	Uganda	9305
	United Kingdom	2124680
	United Kingdom	601115
	United Kingdom	1194780
	United Kingdom	1541118
	United Kingdom	448983
	United Kingdom	819297
	United States of Am	1010107
	United States of Am	
	Venezuela	138.960
	Germany	950808
	United Kingdom	2186160
	United Kingdom	2124680
LEIGH XTRAZ	Eire	203784
	United Kingdom	2107614
RALEIGH, BIRD & DESIGN	Canada	TMDA039813
RALIND DEVICE	South Africa	1351/54
RALIND INDIA DEVICE	India	164015
RALIND WORD	United Kingdom	724316
RCCO THE RALEIGH NOTTINGHAM ENGLAND	United Kingdom	903529
RCO THE RALEIGH	United Kingdom	684668
RI	United Kingdom	684667
	United Kingdom	677030
	United Kingdom	827752
RIFLE DEVICE	United Kingdom	776912
SIR WALTER DEVICE	Bangladesh	10042
	Cyprus	4676
	Namibia	94/0748
	Switzerland	195346
	South Africa	2037/49
	Swaziland	341/1976
THE RALEIGH	Sweden	0031181

TRADEMARK**REEL: 002916 FRAME: 0353**

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGNO</u>
THE RALEIGH LABEL	United Kingdom	917557
THE RALEIGH RCCO DEVICE	Bangladesh	10040
TRIUMPH	United Kingdom	348496
	China	784325
	United Kingdom	734438
TRIUMPH & DESIGN	Canada	TMA200446
TRIUMPH BADGE	Benelux	611693
	Botswana	S.A.4604
	Eire	56986
	Namibia	75/0025
	Nigeria	4168
	South Africa	3081/54
	Venezuela	142148
TRIUMPH WORD	United Kingdom	582970

ALL FUTURE REGISTRATIONS OF THE ABOVE TRADEMARKS AND PENDING APPLICATIONS