

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
Bell Motorsports		12/17/2004	PARTNERSHIP: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bell Sports, Inc.		
Street Address:	6225 North State Highway 161		
Internal Address:	Suite 300		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75038		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78444618	RACESTAR	
CORRESPONDENCE DATA			
Fax Number:	(214)661-4899		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	214 953 6618		
Email:	daltmdept@bakerbotts.com		
Correspondent Name:	Priscilla L. Dunckel		
Address Line 1:	Suite 600, 2001 Ross Avenue		
Address Line 2:	Baker Botts L.L.P.		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Priscilla L. Dunckel		
Signature:	/Priscilla L. Dunckel/		
Date:	12/27/2004		

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Total Attachments: 3

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ASSIGNMENT OF TRADEMARK RIGHTS

This assignment (the "Assignment") is by and between BELL MOTORSPORTS, a California partnership ("Motorsports") and BELL SPORTS, INC. ("Bell Sports"), which are each parties to that certain Stock Purchase Agreement, dated as of November 3, 2004 (the "Stock Purchase Agreement") through which Bell Sports is purchasing all of the outstanding shares of Bell Racing Company (the "Company"). The capitalized terms in this Assignment shall have the same meanings as defined in the Stock Purchase Agreement unless otherwise defined herein.

WHEREAS, Motorsports acknowledges the RACESTAR trademark (the "RACESTAR Mark") is owned by the Company and has agreed to assign to Bell Sports any rights it may have acquired to the RACESTAR Mark through operation of law or otherwise, including the related U.S. Trademark Application No. 78/444,618, and any other registrations and applications related thereto, together with the goodwill of the business symbolized by the Mark throughout the world;

WHEREAS, Motorsports' current use of the RACESTAR Mark has been in connection with the sale and distribution of protective helmets for use in motorcycling and auto racing, and Motorsports previously used the RACESTAR Mark in connection with the sale and distribution of racing suits.

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

1. In consideration of Three Thousand Five Hundred Dollars (\$3500) to be paid by Bell Sports to Bell Motorsports at Closing, Motorsports hereby sells, grants, assigns and sets over to Bell Sports its entire right, title, and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark throughout the world, the related U.S. Trademark Application Serial No. 78/444,618, and all other trademark registrations and applications for registration related thereto (including, but not limited to intent to use applications), and the right to sue for past, present, or future infringement and to collect and retain all damages and profits therefore and all designs and logotypes related to such trademarks, in any and all forms, and all registrations and applications related to such designs and logotypes. The parties acknowledge and agree that the consideration paid for this Assignment and any ancillary rights Bell Motorsports may have acquired to the RACESTAR Mark and associated trademark application do not reflect the value of the primary trademark rights to the RACESTAR Mark owned by the Company.
2. Motorsports agrees to cooperate with Bell Sports to execute such further documents as Bell Sports may reasonably request to perfect and enforce the rights assigned hereunder. Motorsports agrees to provide reasonable cooperation and assistance to Bell Sports or any successor in interest to the RACESTAR Mark to support any trademark application filed for the Mark and any opposition, cancellation, or court proceedings involving the RACESTAR Mark.

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement as of the day and year set forth below, to be effective as of the Closing Date.

BELL MOTORSPORTS

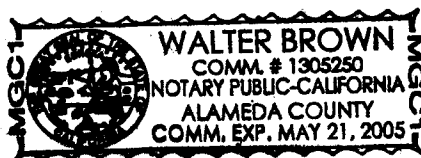
By: [Signature]
Name: ROBERT BOOTH
Title: PARTNER
Date: December 17, 2004

STATE OF ~~TEXAS~~ California §
COUNTY OF Alameda §

Before me, the undersigned, a Notary Public on this day personally appeared Robert Booth, to me known and known to me to be the person and partner whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said BELL MOTORSPORTS, a California partnership, and that he had executed the same as the act of such partnership for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, the 17th day of December, 2004.

[SEAL]



[Signature]
Notary Public in and for
the State of ~~Texas~~ CALIFORNIA

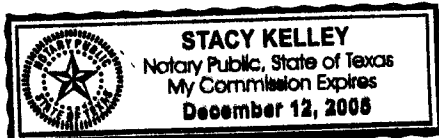
BELL SPORTS, INC.

By: [Signature]
Name: TIM BARNER
Title: CFO
Date: 12/14/04

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me, the undersigned, a Notary Public on this day personally appeared TIM BARNER, to me known and known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said BELL SPORTS, INC., a California corporation, and that he had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, the 14th day of DECEMBER, 2004.



[SEAL]

[Signature]
Notary Public in and for
the State of Texas

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