

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Amendment No. 1 to Trademark Collateral Assignment and Security Agreement recorded on February 14, 2000 previously recorded on Reel 002035 Frame 0629. Assignor(s) hereby confirms the Trademark Collateral Assignment and Security Agreement.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Sports Design Company		10/11/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Wachovia Capital Finance Corporation (Central), As Agent
Street Address:	15
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2438481	BLACK WIDOW
Registration Number:	2626316	CARPE DIEM
Registration Number:	2592919	LANCASTER
Registration Number:	2440007	LUCKY STRIKE
Registration Number:	2437041	MISS BEHAVIN
Registration Number:	2586540	PAKA-WALLUP
Registration Number:	2438482	SKY HAG
Registration Number:	2646880	SPECTRE
Registration Number:	2707651	THE MANHATTAN PROJECT
Registration Number:	2730072	THUNDERBOLT
Registration Number:	2739146	TORCH

CORRESPONDENCE DATA

900060247

TRADEMARK
REEL: 003409 FRAME: 0691

OP \$290.00 2438481

Fax Number: (212)682-6104

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-682-3665

Email: cpellegrino@oshr.com

Correspondent Name: Cathleen A. Pellegrino, Legal Assisant

Address Line 1: 230 Park Avenue

Address Line 2: Otterbourg, Steindler, Houston & Rosen

Address Line 4: New York, NEW YORK 10169

NAME OF SUBMITTER:	James M. Cretella
Signature:	/James M. Cretella/
Date:	10/16/2006

Total Attachments: 11

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03-17-2000



101292079

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New

☐ Resubmission (Non-Recordation)
Document ID # _____

☐ Correction of PTO Error
Reel # _____ Frame # _____

☐ Corrective Document
Reel # _____ Frame # _____

Conveyance Type

☐ Assignment ☐ License

☐ Security Agreement ☐ Nunc Pro Tunc Assignment

☐ Merger

☐ Change of Name

☒ Other ☐ Trademark Collateral Assignment and Security Agreement

Effective Date
Month Day Year
01 26 2000

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year
01 26 2000

Name American Sports Design Company

Formerly _____

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other _____

☒ Citizenship/State of Incorporation/Organization Ohio

Receiving Party

☐ Mark if additional names of receiving parties attached

Name Congress Financial Corporation (Central)

DBA/AKA/TA _____

Composed of _____

Address (line 1) 150 South Wacker Drive, Suite 2200

Address (line 2) _____

Address (line 3) Chicago

Illinois

USA

60606

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other _____

☒ Citizenship/State of Incorporation/Organization Illinois

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

03/15/2000 DCDATES 00000155 75680463

01 FC:481
02 FC:482

40.00 DP
25.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name Lon M. Singer, Esq.

Address (line 1) Otterbourg, Steindler, Houston & Rosen, P.C.

Address (line 2) 230 Park Avenue

Address (line 3) New York, New York 10169

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number 212-661-9100 Ext. 709

Name Helen M. Linehan

Address (line 1) Otterbourg, Steindler, Houston & Rosen, P.C.

Address (line 2) 230 Park Avenue

Address (line 3) New York, New York 10169

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

15

Trademark Application Number(s) or Registration Number(s) ☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/680463

2,242,710

Number of Properties Enter the total number of properties involved.

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 65.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Helen M. Linehan

Name of Person Signing

Helen M. Linehan
Signature

3/11/00
Date Signed

SCHEDULE A
to
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Trademarks and Applications

BLACK WIDOW	US 2,438,481	Bicycles	Registered	3/27/01
CARPE DIEM	US 2,626,316	Bicycles	Registered	9/24/02
LANCASTER	US 2,592,919	Bicycles	Registered	7/9/02
LUCKY STRIKE AND DESIGN	US 2,440,007	Bicycles	Registered	4/3/01
MISS BEHAVIN	US 2,437,041	Bicycles	Registered	3/20/01
PAKA-WALLUP	US 2,586,540	Bicycles	Registered	6/25/02
SKY HAG	US 2,438,482	Bicycles	Registered	3/27/01
SPECTRE	US 2,646,880	Bicycles	Registered	11/05/02
THE MANHATTAN PROJECT	US 2,707,651	Bicycles	Registered	4/15/03
THUNDERBOLT	US 2,730,072	Bicycles	Registered	6/24/03
TORCH	US 2,739,146	Bicycles	Registered	7/15/2003

**AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

AMENDMENT NO.1 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment"), made as of the 11th day of October, 2006, by and between AMERICAN SPORTS DESIGN COMPANY, an Ohio corporation ("Debtor"), and WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), an Illinois corporation, as successor to Congress Financial Corporation (Central), in its capacity as agent (in such capacity, "Secured Party") for itself and the financial institutions from time to time party to the Loan Agreement (as defined below) as Lenders. Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Debtor and Secured Party are parties to the Trademark Collateral Assignment and Security Agreement, dated January 26, 2000 and recorded by the Assignment Services Division of the U.S. Patent and Trademark Office on February 14, 2000 at Reel/Frame 002035/0629 (as the same now exists, is amended hereby and may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement");

WHEREAS, Debtor, certain of its affiliates, Secured Party and the other Lenders have entered into a revolving credit facility as set forth in the Third Amended and Restated Loan and Security Agreement, dated October 13, 2005 (as the now exists and may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement");

WHEREAS, Debtor has notified Secured Party that Debtor has filed additional applications for, or has registered, certain trademarks with the U.S. Patent and Trademark Office; and

WHEREAS, pursuant to the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all present and future Trademarks and Trademark applications of Debtor, together with certain related assets, and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Amendments to Exhibit A. Without limiting any of the Collateral otherwise described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Trademarks and Trademark applications described in Exhibit A attached hereto.

2. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under

any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

3. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier with the same force and effect as if it were a manually executed and delivered counterpart.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

AMERICAN SPORTS DESIGN COMPANY

By: *Harold D. M. hand*

Title: *Secretary*

WACHOVIA CAPITAL FINANCE
CORPORATION (CENTRAL), successor to
Congress Financial Corporation (Central), as Agent

By: _____

Title: _____

any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

3. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier with the same force and effect as if it were a manually executed and delivered counterpart.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

AMERICAN SPORTS DESIGN COMPANY

By: _____

Title: _____

WACHOVIA CAPITAL FINANCE
CORPORATION (CENTRAL), successor to
Congress Financial Corporation (Central), as Agent

By: *Anna Klein*

Title: *VP*

STATE OF OHIO

COUNTY OF MONTGOMERY

)
) ss.:
)

On this 11th day of October, 2006, before me personally came Nancy A. Michael, to me known, who being duly sworn, did depose and say, that he/she is the Secretary of AMERICAN SPORTS DESIGN COMPANY, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.



Janis L. Galvas
Notary Public

JANIS L. GALVAS, Notary Public
In and for the State of Ohio
My Commission Expires Aug. 31, 2010

EXHIBIT A
TO
AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

[see attached]

AIRBORNE*	EM 4367249	Bicycles and related components	Pending	3/31/05
AIRBORNE	US 2295083	Bicycles and related components	Registered	11/30/99
BLACK WIDOW	US 2,438,481	Bicycles	Registered	3/27/01
CARPE DIEM	US 2,626,316	Bicycles	Registered	9/24/02
LANCASTER	US 2,592,919	Bicycles	Registered	7/9/02
LUCKY STRIKE AND DESIGN	US 2,440,007	Bicycles	Registered	4/3/01
MISS BEHAVIN	US 2,437,041	Bicycles	Registered	3/20/01
PAKA-WALLUP	US 2,586,540	Bicycles	Registered	6/25/02
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TORCH	US 2,739,146	Bicycles	Registered	7/15/2003

*See disclosure concerning contested proceedings and civil litigation.