

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Sports Design Company		10/12/2006	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	CITIC Ka Wah Bank Limited, New York Branch
Street Address:	410 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	n/a:

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2295083	AIRBORNE
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

CH \$315.00 2295083

Fax Number: (212)310-1659
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-626-4557
Email: lisa.w.rosaya@bakernet.com
Correspondent Name: Lisa W. Rosaya
Address Line 1: 1114 Avenue of the Americas
Address Line 2: 44th floor
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	56183462-02
NAME OF SUBMITTER:	Lisa W. Rosaya
Signature:	/lwr/
Date:	11/21/2006

Total Attachments: 4
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Notice of Trademark Collateral Security Interest

THIS NOTICE OF TRADEMARK COLLATERAL SECURITY INTEREST (this "Notice"), is made by and between AMERICAN SPORTS DESIGN COMPANY, an Ohio corporation (the "Trademark Owner"), and CITIC KA WAH BANK LIMITED, NEW YORK BRANCH ("Lender").

WHEREAS, Trademark Owner has adopted, used and is using, and is the sole owner of the trademarks set forth on Schedule 1 hereof (collectively, the "Trademarks");

WHEREAS, Trademark Owner is a Borrower under that certain Credit Agreement dated September 26, 2006 and effective as of October 12, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement) among Huffly Corporation as Borrower, certain subsidiaries of Borrower as Guarantors, and Lenders;

WHEREAS, the Trademark Owner and Agent have entered into that certain Security Agreement, dated as of October 12, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, to secure the due and prompt payment and performance of the Obligations (as defined in the Security Agreement), Trademark Owner pledged, assigned, hypothecated and transferred, and granted to Lender, a continuing security interest in all of the Trademark Owner's right, title and interest in certain collateral, including the Trademarks; and

WHEREAS, it is the purpose of this document to memorialize the aforementioned security interest in a form suitable for recordation in the United States Patent and Trademark Office;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the date of the Credit Agreement set forth above, to secure the due and prompt payment and performance of the Obligations, Trademark Owner hereby confirms its pledge, assignment and grant to Lender, of a continuing security interest in and lien on and to the Trademarks and all registrations and applications for registrations of the Trademarks, including the registrations and applications identified on Schedule 1, together with the goodwill of the business symbolized by the Trademarks and together with all of Trademark Owner's right to sue and recover for infringement of the Trademarks, free and clear of all liens, claims, charges, security interests, and other interests or encumbrances.

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IN WITNESS WHEREOF, this Notice has been duly executed, sealed and delivered by an authorized officer of each of the undersigned.

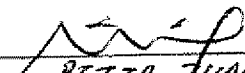
TRADEMARK OWNER:

AMERICAN SPORTS DESIGN COMPANY

By: 
Name: Nancy Michaud
Title: Secretary

LENDER:

CITIC KA WAH BANK LIMITED
NEW YORK BRANCH

By: 
Name: PETER ZHAO
Title: E.V.P.

**SCHEDULE I
TO
NOTICE OF TRADEMARK COLLATERAL SECURITY INTEREST**

Schedule 1

Updated 10/09/2006

INTELLECTUAL PROPERTY - TRADEMARKS				
AMERICAN SPORTS DESIGN COMPANY - BICYCLES				
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
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

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