

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
Raleigh Cycle Company Limited		09/26/2002	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Swissbike Vertriebs AG		
Street Address:	Obere Spichermatt 12		
City:	Stans		
State/Country:	SWITZERLAND		
Postal Code:	CH-6371		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0223090	R THE RALEIGH NOTTINGHAM ENGLAND	
CORRESPONDENCE DATA			
Fax Number:	(703)413-2220		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-413-3000		
Email:	tmdocket@oblon.com		
Correspondent Name:	Jeffrey H. Kaufman		
Address Line 1:	1940 Duke Street		
Address Line 4:	Alexandria, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	170043US33		
DOMESTIC REPRESENTATIVE			
Name:	Jeffrey H. Kaufman		
Address Line 1:	1940 Duke Street		
Address Line 4:	Alexandria, VIRGINIA 22314		

CH \$40.00 0223090

NAME OF SUBMITTER:	Jeffrey H. Kaufman
Signature:	/Jeffrey H. Kaufman/
Date:	04/02/2007
Total Attachments: 7 source=3170-008#page1.tif source=3170-008#page2.tif source=3170-008#page3.tif source=3170-008#page4.tif source=3170-008#page5.tif source=3170-008#page6.tif source=3170-008#page7.tif	

TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT dated 26th day of September, 2002 (the "Agreement") by and between RALEIGH CYCLE COMPANY LIMITED (Reg No.28468), a UK 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 good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, 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.

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 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.

RALEIGH CYCLE COMPANY LIMITED

By *M.A. Eccleston*
Name: M.A. Eccleston
Title: Finance Director

SWISSBIKE VERTRIEBS AG

By *[Signature]*
Name:
Title:

Amtliche Beglaubigung

Ich bescheinige, dass die Unterschrift von Max Vermeir, a.d. Str. 185, von Riehen, AG in meiner Gegenwart angebracht ~~als seine~~ ~~ihre~~ Unterschrift anerkannt worden ist. Die betreffende Person ~~ist mir bekannt~~ hat sich über ihre Identität ausgewiesen.

Stans, den 27. NOV. 2002

Die Urkundsperson:



[Signature]

SCHEDULE 1

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGNO</u>
HERON'S HEAD DEVICE	Bahrain	BUK.579
	Belarus	2316
	Benelux	92037
	Bolivia	40992
	Canada	
	Cuba	114121
	Denmark	570/1926
	Ecuador	1-2967-90
	Estonia	09703
	Hong Kong	B8926
	Hong Kong	B8925
	Hong Kong	B8923
	Hong Kong	B8924
	Indonesia	
	Kazakhstan	7659
	Kuwait	1563
	Latvia	M15566
	Lithuania	7970
	Malta & Gozo	23944
	Mauritius	135
	Mexico	342191
	Nigeria	3399
	Nigeria	18630
	Pakistan	9419
	Panama	85385
	Qatar	636
	Russia	80752
	Seychelles	255
	Taiwan	718125
	Thailand	86447/57324
	Ukraine	5367
	Germany	356128
	Philippines	
HERON'S HEAD DEVICE SERIES	Singapore	1420
R & Co THE RALEIGH	United Kingdom	913060
R BIKE	New Zealand	109486
R Co THE RALEIGH	United Kingdom	1160117
R RALEIGH BIKES	New Zealand	108396
R RALEIGH NOTTINGHAM ENGLAND	EU	
	United Kingdom	1586442
	United Kingdom	2124686
	United States of Am	
	United Kingdom	2124686
R THE RALEIGH NOTTINGHAM ENGLAND	United States of Am	223090
RALEIGH		

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGNO</u>
	Japan	2586213
	Brazil	
	EU	
RALEIGH CYCLE CENTRE & DEVICE		
	Eire	204409
	United Kingdom	2127659
RALEIGH GRIPZ		
	Eire	203785
	United Kingdom	2107613
RALEIGH NOTTINGHAM ENGLAND		
	Japan	3258342
RALEIGH R AND CO		
	Australia	281274
	Australia	39757
RALEIGH SELECT		
	United Kingdom	2139631
RALEIGH SERIES		
	United Kingdom	1197924
	United Kingdom	1197923
RALEIGH WORD		
	Australia	A281273
	Australia	A340020
	Benelux	347039
	Botswana	UK 1067
	Egypt	62659
	Eire	161173
	Hong Kong	B16527
	Hong Kong	B12025
	Hong Kong	B11324
	Hong Kong	B16526
	Indonesia	304060
	Israel	44440
	Italy	351699
	Japan	1581026
	Kenya	14000
	Mexico	348077
	Namibia	94/0747
	New Zealand	3449
	Pakistan	9413
	Seychelles	2646
	Sudan	20249
	Swaziland	UK/24/1986
	Switzerland	290271
	United Kingdom	
	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
RALEIGH XTRAZ		
	Eire	203784

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGNO</u>
RALIND WORD	United Kingdom	2107614
RCCO THE RALEIGH NOTTINGHAM ENGLAND	United Kingdom	724316
RCO THE RALEIGH	United Kingdom	903529
RI	United Kingdom	684668
	United Kingdom	684667
	United Kingdom	677030
SIR WALTER DEVICE	United Kingdom	827752
	Namibia	94/0748
THE RALEIGH	Switzerland	195346
THE RALEIGH RCCO DEVICE	United Kingdom	917557
TRIUMPH	United Kingdom	348496
	China	784325

ALL FUTURE REGISTRATIONS OF THE ABOVE TRADEMARKS AND PENDING APPLICATIONS

TO ALL to whom these presents shall come I, CHRISTOPHER CHARLES
HODSON, Notary Public of the City of Nottingham England by Royal Authority ~~do~~
duly admitted and sworn DO HEREBY CERTIFY the genuineness of the signature of

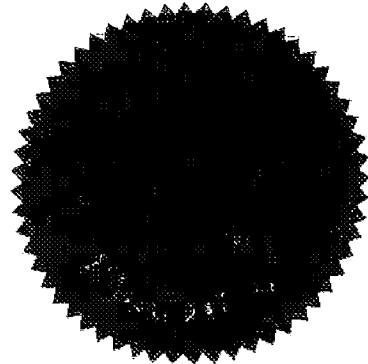
CCU ~~MARK~~ A GOULDTHORPE on the document annexed hereto.

I HEREBY further certify that the said Mark A Gouldthorpe is the Finance Director
of Raleigh Cycle Company Limited a company organised under the laws of England
and as such has authority to sign this document on behalf of the said company.

IN FAITH and testimony whereof I the said Notary have subscribed my hand and
have affixed my seal of office at Nottingham England this eleventh day of December
2002.

C. C. Hodson

Christopher Charles Hodson
Notary Public
Nottingham
England



APOSTILLE

(Hague Convention of 5 October 1961 / Convention de La Haye du 5 octobre 1961)

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

1. Country: United Kingdom of Great Britain and Northern Ireland
Pays: Royaume-Uni de Grande-Bretagne et d'Irlande du Nord

This public document / Le présent acte public

2. Has been signed by **C C Hodson**
a été signé par
3. Acting in the capacity of **Notary Public**
agissant en qualité de
4. Bears the seal/stamp of **The Said Notary Public**
est revêtu du sceau/timbre de

5. at London/à Londres
6. Certified/Attesté
the/le **17 December 2002**
7. by Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs /
par le Secrétaire d'Etat Principal de Sa Majesté aux Affaires Etrangères et du Commonwealth.

8. Number/sous No **G076921**

9. Stamp:
timbre:
10. Signature: **J. Ireland**



For the Secretary of State / Pour le Secrétaire d'Etat

... which is not party to the Hague Convention of 5 October 1961,
... regular section of the mission representing that country.