

## 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																									
<table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>Benno Baenziger</td><td></td><td>04/12/2007</td><td>INDIVIDUAL: SWITZERLAND</td></tr><tr><td>Jean-Francois Erforth</td><td></td><td>04/12/2007</td><td>INDIVIDUAL: GERMANY</td></tr></tbody></table>	Name	Formerly	Execution Date	Entity Type	Benno Baenziger		04/12/2007	INDIVIDUAL: SWITZERLAND	Jean-Francois Erforth		04/12/2007	INDIVIDUAL: GERMANY													
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RECEIVING PARTY DATA																									
<table border="1"><tr><td>Name:</td><td>ELECTRA BICYCLE COMPANY, LLC</td></tr><tr><td>Street Address:</td><td>3270 Corporate View, Suite A</td></tr><tr><td>City:</td><td>Vista</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>92081</td></tr><tr><td>Entity Type:</td><td>LIMITED LIABILITY COMPANY: DELAWARE</td></tr></table>	Name:	ELECTRA BICYCLE COMPANY, LLC	Street Address:	3270 Corporate View, Suite A	City:	Vista	State/Country:	CALIFORNIA	Postal Code:	92081	Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE													
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PROPERTY NUMBERS Total: 7																									
<table border="1"><thead><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr></thead><tbody><tr><td>Serial Number:</td><td>78233260</td><td>GEARGRINDER</td></tr><tr><td>Registration Number:</td><td>1945359</td><td>ELECTRA BICYCLE COMPANY</td></tr><tr><td>Registration Number:</td><td>1958556</td><td>ELECTRA BICYCLE COMPANY</td></tr><tr><td>Registration Number:</td><td>2789402</td><td>STREAMRIDE</td></tr><tr><td>Registration Number:</td><td>2744133</td><td>STREAMRIDE</td></tr><tr><td>Registration Number:</td><td>2939630</td><td>GHOSTRIDER</td></tr><tr><td>Registration Number:</td><td>2939629</td><td>TWIGGY</td></tr></tbody></table>	Property Type	Number	Word Mark	Serial Number:	78233260	GEARGRINDER	Registration Number:	1945359	ELECTRA BICYCLE COMPANY	Registration Number:	1958556	ELECTRA BICYCLE COMPANY	Registration Number:	2789402	STREAMRIDE	Registration Number:	2744133	STREAMRIDE	Registration Number:	2939630	GHOSTRIDER	Registration Number:	2939629	TWIGGY	
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Registration Number:	2939629	TWIGGY																							
CORRESPONDENCE DATA																									
Fax Number:	(714)641-5100																								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																									
Email:	sgibbons@rutan.com																								
Correspondent Name:	Susan J. Barricella																								
Address Line 1:	611 Anton Boulevard, 14th Floor																								
Address Line 4:	Costa Mesa, CALIFORNIA 92626																								

CH \$190.00 78233260

900075113

TRADEMARK  
REEL: 003527 FRAME: 0406

NAME OF SUBMITTER:	Susan J Barricella
Signature:	/Susan J. Barricella/
Date:	04/23/2007
<p>Total Attachments: 7</p> <p>source=bbje2ebc#page1.tif</p> <p>source=bbje2ebc#page2.tif</p> <p>source=bbje2ebc#page3.tif</p> <p>source=bbje2ebc#page4.tif</p> <p>source=bbje2ebc#page5.tif</p> <p>source=bbje2ebc#page6.tif</p> <p>source=bbje2ebc#page7.tif</p>	

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

Benno Baenziger  
2262 Rutherford Road, Suite 104  
Carlsbad, California 92008

- ☒ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) Switzerland

Additional names of conveying parties attached? ☒ Yes ☐ No

### 3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 12, 2007

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes  
☒ No

Name: Electra Bicycle Company, LLC

Internal

Address: \_\_\_\_\_

Street Address: 3270 Corporate View, Suite A

City: Vista

State: California

Country: United States Zip: 92081

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_

☒ Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
78/233260

B. Trademark Registration No.(s)  
1945359,1958556,2789402,2744133,2939630,2939629

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Susan J. Barricella

Internal Address: \_\_\_\_\_

Street Address: 611 Anton Boulevard, 14th Floor

City: Costa Mesa

State: California Zip: 92626

Phone Number: 714-641-5100

Fax Number: 714-546-9035

Email Address: sbarricella@nutan.com

### 6. Total number of applications and registrations involved:

7

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed

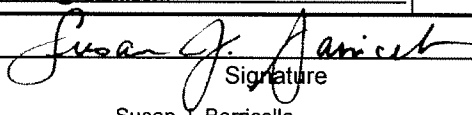
### 8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 502191

Authorized User Name Susan Barricella

### 9. Signature:

  
Signature

04/23/07

Date

Susan J. Barricella

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003527 FRAME: 0408

Name of second conveying party :

Jean-Francois Erforth

2262 Rutherford Road, Suite 104

Carlsbad, California 92008

Individual, Citizen of Germany

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of April 12, 2007, by and between BENNO BAENZIGER, an individual and JEAN-FRANCOIS ERFORTH, an individual (individually and collectively "Assignor"), and ELECTRA BICYCLE COMPANY, LLC, a Delaware limited liability company ("Assignee").

### RECITALS

A. Assignor is the owner of all right, title and interest in, to and under certain trademarks, including, without limitation, those listed on Schedule A hereto (the "Trademarks").

B. Assignor has agreed in the Asset Purchase Agreement dated as of April 12, 2007 (the "Purchase Agreement") among Electra Bicycle Company, Inc., a California corporation, Benno Baenziger, Jean-Francois Erforth, EBC Acquisition Holding, LLC, a Delaware limited liability company, and Assignee, to sell, assign, transfer, convey and deliver to Assignee all its right, title and interest in, to and under the Trademarks.

C. Assignee desires to purchase, acquire and accept all the right, title and interest of Assignor in, to and under the Trademarks.

D. Terms used herein but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

### AGREEMENT

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

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all the right, title and interest of Assignor in, to and under:

- a. the Trademarks;
- b. the goodwill of the Business associated with the use of the Trademarks;
- c. all rights of enforcement and the right to damages for past infringement, unfair competition or other conflicts relating to the Trademarks (to the extent treated as Assumed Liabilities under the Purchase Agreement); and
- d. all other rights, including common law rights, relating to the Trademarks in the United States, to the extent such rights exist,

each to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

2. Transfer. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, or foreign national or regional intellectual property offices, to transfer ownership of all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks.

3. Further Assurances. Assignor covenants and agrees with Assignee that Assignor will execute and deliver to Assignee, without additional consideration, all such further instruments and take, or cause to be taken, such other actions as Assignee may reasonably request in order to register this Assignment at the appropriate registries and to demonstrate Assignee's title to the Trademarks.

4. Representations, Warranties and Indemnities. Neither Assignor nor Assignee make any representations or warranties with respect to the Trademarks except as expressly set forth in the Purchase Agreement. Nothing in this Assignment is intended to impair or alter the rights of either Assignor or Assignee under the indemnification provisions set forth in the Purchase Agreement.

5. Severability. The invalidity of any provision of this Assignment or portion of a provision shall not affect the validity of any other provision of this Assignment or the remaining portion of the applicable provision, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

6. Applicable Law. This Assignment shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of California applicable to contracts made in that State.

7. Binding Effect; Benefit. This Assignment shall be for the benefit of and be binding upon the parties hereto, and their successors and permitted assignees. Nothing in this Assignment, express or implied, shall confer on any Person other than the parties hereto, and their respective successors and permitted assigns, any rights, remedies, obligations or Liabilities under or by reason of this Assignment, including third-party beneficiary rights.

8. Amendments. This Assignment shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties.

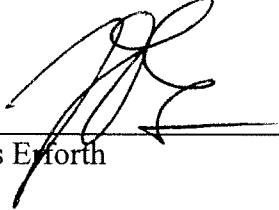
9. Notices. All notices hereunder shall be given as set forth in the Purchase Agreement.

10. Headings. The headings contained in this Assignment are for reference purposes only and shall not limit or otherwise affect the meaning or interpretation of this Assignment.

11. Purchase Agreement Provisions. This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits and subject to the provisions thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day and year first above written.

**ASSIGNOR:**

  
\_\_\_\_\_  
Jean-Francois Enforth

**ASSIGNOR:**

  
\_\_\_\_\_  
Benno Baenziger

**Schedule A**  
**Trademarks**

Country	Owner	Trademark	Application No.	Registration No.	Filing Date	Registration Date
United States	Baenziger, Benno	ELECTRA BICYCLE COMPANY	74/588,556	1,945,359	10/17/94	01/02/96
United States	Baenziger, Benno	ELECTRA BICYCLE COMPANY	74/588,555	1,958,556	10/17/94	02/27/96
United States	Baenziger, Benno and Erforth, Jean-Francois	STREAMRIDE	76/330,804	2,789,402	10/29/01	12/02/03
United States	Baenziger, Benno and Erforth, Jean-Francois	STREAMRIDE	76/330,803	2,744,133	10/29/01	07/29/03
United States	Baenziger, Benno and Erforth, Jean-Francois	GEAR GRINDER	78/233,260		04/02/03	Extended to file Statement of Use 04/07. Not used in commerce yet.
United States	Baenziger, Benno and Erforth, Jean-Francois	GHOSTRIDER	78/233,254	2,939,630	04/02/03	04/12/05
United States	Baenziger, Benno and Erforth, Jean-Francois	TWIGGY	78/232,894	2,939,629	April 2, 2003	April 12, 2005

Country	Owner	Trademark	Application No.	Registration No.	Filing Date	Registration Date
Inter national Reg. (IR) <sup>1</sup>	Baenziger, Benno and Erforth, Jean-Francois	ELECTRA BICYCLE COMPANY		657,549		04/24/96
Australia	Baenziger, Benno and Erforth, Jean-Francois	ELECTRA BICYCLE COMPANY	942,922	942,922	02/07/03	02/07/03
Germany	Baenziger, Benno and Erforth, Jean-Francois	ELECTRA BICYCLE COMPANY	B 102,880	2,907,627	09/06/94	06/08/95

<sup>1</sup> Madrid Agreement Designated Countries: Austria(AT), Benelux(BX), Switzerland(CH), China(CN), Czech Republic(CZ), Spain(ES), France(FR), Italy(IT), Poland(PL), Slovakia(SK)

Madrid Protocol Designated Countries: Denmark(DK), Great Britain(GB), Greece(GR), Japan(JP), Sweden(SE), Singapore(SG)