

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
ELECTRA BICYCLE COMPANY, INC.		04/12/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ELECTRA BICYCLE COMPANY, LLC		
Street Address:	3270 Corporate View Dr. Suite A		
City:	Vista		
State/Country:	CALIFORNIA		
Postal Code:	92081		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78470937	RELIC	
Serial Number:	78899825	SPARKER	
Serial Number:	78899817	AMSTERDAM	
Registration Number:	3036268	FLAT FOOT TECHNOLOGY	
Registration Number:	2945015	REVIL	
Registration Number:	2913888	TOWNIE	
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		
NAME OF SUBMITTER:	Susan J. Barricella		

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Signature:

/Susan J. Barricella/

Date:

04/23/2007

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of April 12, 2007, by and between ELECTRA BICYCLE COMPANY, INC., a California corporation ("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 office, 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.

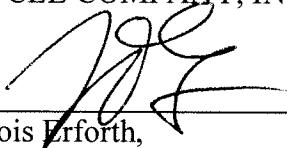
11. Purchase Agreement Provisions. This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits and subject to the provisions thereof.

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

ASSIGNOR:

ELECTRA BICYCLE COMPANY, INC.

By: _____


Jean-Francois Erforth,
Chief Financial Officer

Schedule A
Trademarks

Country	Owner	Trademark	Application No.	Registration No.	Filing Date	Registration Date
United States	Electra Bicycle, Inc.	FLAT FOOT TECHNOLOGY	76/538,188	3,036,268	08/06/03	12/27/05
European Union	Electra Bicycle, Inc.	FLAT FOOT TECHNOLOGY	3,479,227	3,479,227	10/30/03	02/08/05
United States	Electra Bicycle, Inc.	REVIL	78/240,073	2,945,015	04/21/03	04/26/05
United States	Electra Bicycle, Inc.	RELIC	78/470,937		08/20/04	
United States	Electra Bicycle, Inc.	SPARKER	78/899,825		06/02/06	
United States	Electra Bicycle, Inc.	AMSTERDAM	78/899,817		06/02/06	
United States	Electra Bicycle, Inc.	TOWNIE	78/247,218	2,913,888	05/08/03	12/21/04
Canada	Electra Bicycle, Inc.	TOWNIE	1,226,719	TMA671054	08/11/04	08/24/06

Country	Owner	Trademark	Application No.	Registration No.	Filing Date	Registration Date
Australia	Electra Bicycle, Inc.	TOWNIE	1,014,304	1,014,304	08/04/04	08/04/04
Japan	Electra Bicycle, Inc.	TOWNIE	725,385		08/05/04	
European Union	Electra Bicycle, Inc.	TOWNIE	3,480,761	3,480,761	10/30/03	01/20/05