TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Certificate of Transfer

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Guaranty Business Credit Corporation		11/02/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	HB Bicycle Components, LLC
Street Address:	5800 West Donges Bay Road
City:	Mequon
State/Country:	WISCONSIN
Postal Code:	53092
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2073318	MANITOU

CH $40.00 2073318

CORRESPONDENCE DATA

Fax Number: (414)223-5000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 414-273-2100
Email: splagemann@whdlaw.com
Correspondent Name: Whyte Hirschboeck Dudek S.C.
Address Line 1: Attn: Suzanne Plagemann
Address Line 2: 555 East Wells Street, Suite 1900
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	HBR-34265
NAME OF SUBMITTER:	Suzanne Plagemann
Signature:	/suzanneplagemann/

Date:	05/29/2007

Total Attachments: 5
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CERTIFICATE OF TRANSFER

THIS CERTIFICATE OF TRANSFER (this "Certificate") is made and entered into as of the 2nd day of November, 2006, by and between Guaranty Business Credit Corporation, a Delaware corporation (hereinafter referred to as "Transferor") and HB Bicycle Components, LLC, a Wisconsin corporation (hereinafter referred to as the "Transferee") (the words "Transferor" and "Transferee" to include their respective successors and assigns where the context requires or permits).

WITNESSETH:

WHEREAS, Transferor has agreed to transfer and assign to Transferee pursuant to this Certificate and pursuant to Section 9617 of the Uniform Commercial Code of the State of California, all of Answer Products, Inc.'s (the "Debtor") right, title and interest in and to the trademarks, tradenames, domain names, rights under License Agreements and the goodwill of the business appurtenant thereto, as identified on Exhibit A, attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Transferor has the authority to sell and assign the Marks pursuant to and to the extent permitted by Article 9 of the Uniform Commercial Code of the State of California; and

WHEREAS, the indebtedness secured by the Marks is in default and Transferor has the right to foreclose upon and dispose of said Marks pursuant to and to the extent permitted by Article 9 of the Uniform Commercial Code of the State of California; and

WHEREAS, the Transferor wishes to sell and assign, and Transferee wishes to purchase, the Marks pursuant to this Certificate of Transfer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Transferor, Transferor does hereby transfer, assign and set over unto Transferee all of the Debtor's right, title and interest in and to the Marks, including the registrations and common law rights therein, together with the good will of the business appurtenant thereto, and in and to any and all causes of action, either in law or in equity, and the right to enforce any rights and to file any causes of action, including the right to recover damages, for any past, present or future infringement or misappropriation of said marks, effective as of the date indicated below.

The Marks are being transferred by Transferor AS IS, WHERE IS, WITH ALL FAULTS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, (EXCEPT AS SET FORTH IN AN ASSET PURCHASE AGREEMENT BETWEEN TRANSFEROR AND TRANSFEREE OF EVEN DATA HEREWITH), INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED BY TRANSFEROR.

IN WITNESS WHEREOF, the parties hereto have signed and delivered this Certificate on the day and year first above written.

TRANSFEROR:

GUARANTY BUSINESS CREDIT CORPORATION

By: Edward E. Henkel, Jr.

Name: Edward E. Henkel, Jr.

Title: V.P.

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TRADEMARK
REEL: 003552 FRAME: 0874

EXHIBIT A
To
Certificate of Transfer

Between
Guaranty Business Credit Corporation and HB Bicycle Components, LLC

Application / Registration No.	Trademark	Country
2,607,931	MANITOU	Japan
2,046,532	MANITOU	Spain
2,660,581	MARS & Logo	US
2,321,020	MICROLUBE	US
2,845,047	MANITOU STONE	US
3,029,747	M MANITOU & Design	US
3,029,746	M MANITOU Stylized & Design	US
653,164 / Application No. 5604 2002 RM	MANITOU	Italy
224,692	MANITOU	Paraguay
R712,584	MANITOU	Taiwan
158,319	MANITOU	Austria
19921060416	MANITOU	Colorado
910,379	MANITOU	China
2,322,996	KNUCKLEBONE	US
2,497,850	JUMPER	US
2,474,750	KB Stylized Logo	US
776,072	KNUCKLEBONE Logo	Australia
2,339,771	GRIP Design	US
n/a	KNUCKLEBONE TWO/THOUSAND/TWO PERFORMANCE EQUIPMENT	US
3,101,228	A Design	US
956,363	ANSWER RACING	Australia
723,572 / 12761 2004 MI	ANSWER	Italy
558,523 / 886,144	ANSWER & Design	Italy
20023782	ANSWER	China
203,452	ANSWER	Paraguay
797,769	ANSWER	Taiwan
3,043,857	PRO TAPER & Design	US
3,124,114	PRO TAPER & Design	US
2,565,279	PRO TAPER ANSWER	US
2,692,250	A ANSWER & Design	US
1,276,987	PRO TAPER & Design	Canada

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Application / Registration No.	Trademark	Country
1,204,817	A Design	Canada
3,962,677	PRO TAPER	European Community
3,647,245	A Design	European Community
867,615	A Design	Mexico
859,198	PRO TAPER & Design	Mexico
859,053	PRO TAPER	Mexico
862,459	PRO TAPER & Design	Mexico
856,820	ANSWER	Mexico
854,130	A Design	Mexico
856,821	ANSWER	Mexico
856,819	ANSWER	Mexico
842,710	A Design	Mexico
844,518	A Design	Mexico
844,517	A Design	Mexico
844,519	A Design	Mexico
987,665	A Design	Australia
1,013,578	PRO TAPER & Design	Australia
2,918,816	SHERMAN	US
30032082	BLACKCOMB	Germany
39854145	AXEL	Germany
2,888,513	M MANITOU & Design	US
2,819,487	MANITOU	US
2,073,318	MANITOU	US
1,764,635	MANITOU	US
92 439332	MANITOU	France
2047158	MANITOU	Germany
402120	MANITOU	Switzerland
576481	MANITOU	Australia
1515097	MANITOU	United Kingdom
4020060023938 (Pending)	MANITOU	South Korea
2,793,187	SPV	US
2,652,954	DRIVE TECHNOLOGIES	US
2,657,215	SCYTHE	US
2,772,034	DORADO	US
2,425,858	MASHER	US
2,449,981	DUELLER	US
2,456,211	GRUDGE	US
2,394,239	MRD	US
2,390,410	LOK-OUT	US
2,321,020	MICROLUBE	US
2,327,368	PREP M	US
2,277,577	PRO TAPER	US
2,269,754	TPC	US

Application / Registration No.	Trademark	Country
2,181,639	TWIN PISTON CHAMBER	US
1,868,002	ANSWER	US
1,768,572	HYPERLITE	US
1,740,563	PRO TAPER	US
1,349,539	ANSWER	US
927202	BAZOOKA	CTM

All rights whether registered or common law, of Answer Products, Inc. in any and all marks and tradenames throughout the world.

Domain Names

Domain	Registered	Expires	Current Owner
www.answerproducts.com	7/21/97	7/20/09	Answer Products
www.answerproducts.com.uk	n/a	n/a	n/a
www.onepointfivestandard.com		10/10/06	Answer Products
www.manitoumtb.com	10/31/05	20/31/08	Answer Products
www.buymaintou.com	6/10/04	6/10/07	A Far Site Better
www.answerbmx.com	2/20/99	2/20/06	Answer Products
www.drivebmx.com	4/6/04	4/6/06	Answer Products
www.knucklebone.com	12/6/97	12/6/08	Knucklebone Enterprises

Corporate Names

Answer Products, Inc.
Answer Products

RECORDED: 05/31/2007

TRADEMARK
REEL: 003552 FRAME: 0877