

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Raleigh Cycle Company Limited		02/21/2006	CORPORATION: UNITED KINGDOM

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Swissbike Vertriebs GmbH
<b>Street Address:</b>	Obere Spichermatt 12
<b>City:</b>	Stans
<b>State/Country:</b>	SWITZERLAND
<b>Postal Code:</b>	CH-6370
<b>Entity Type:</b>	CORPORATION: SWITZERLAND

<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2751542	R RALEIGH NOTTINGHAM ENGLAND
Registration Number:	2828732	RALEIGH

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)336-8001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	(212) 336-8000
<b>Email:</b>	ptodocket@arelaw.com
<b>Correspondent Name:</b>	Max Vern
<b>Address Line 1:</b>	90 Park Avenue
<b>Address Line 2:</b>	Amster, Rothstein & Ebenstein LLP
<b>Address Line 4:</b>	New York, NEW YORK 10016

<b>ATTORNEY DOCKET NUMBER:</b>	96713/1
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<b>DOMESTIC REPRESENTATIVE</b>
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CH \$65.00 2751542

Name: Max Vern  
Address Line 1: 90 Park Avenue  
Address Line 2: Amster, Rothstein & Ebenstein LLP  
Address Line 4: New York, NEW YORK 10016

NAME OF SUBMITTER:	Max Vern
Signature:	/Max Vern/
Date:	06/05/2007

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT dated 21st day of February, 2006 (the "Agreement") by and between RALEIGH CYCLE COMPANY LIMITED (Registered Number 284648) a UK corporation whose registered office is at 136 Church Street, Eastwood, Nottingham, England, NG16 3HT ("Assignor"), and SWISSBIKE VERTRIEBS GMBH a Swiss corporation whose registered office is at Oberer Spichermatt 12, 6370 Stans, Switzerland ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks, trade names 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 21st February 2006, 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 cooperate 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.

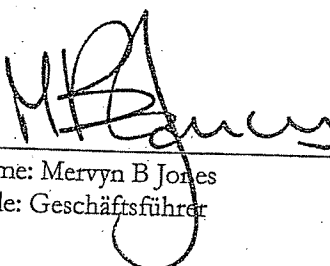
This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be duly executed as of this 21st day of February, 2006.

RALEIGH CYCLE COMPANY LIMITED

By   
Name: Simon J Goddard  
Title: Director

SWISSBIKE VERTRIEBS GMBH

By   
Name: Mervyn B Jones  
Title: Geschäftsführer

## SCHEDULE 1

Trademark	Country	Registered Number
RI MONOGRAM	Belgium	6675
RI MONOGRAM	Belgian Congo	2649
ROBIN HOOD DEVICE	Zaire	2009
RI MONOGRAM	Seychelles	273
TRIUMPH	Mexico	
THE RALEIGH	Japan	172084
HUMBER RADIATING LEGS DEVICE	Zimbabwe	260/59
THE RALEIGH	Indonesia	203186
THE RALEIGH	Hungary	117969
RAD LEGS	Namibia	1832/48
THE RALEIGH	Belgian Congo	2462
GAZELLE DEVICE	South Africa	3344/48
HUMBER BADGE	Transkei	06/0955
HUMBER	Transkei	86/0956
HERONS HEAD	Sarawak	308
HUMBER	Namibia	77/992
ROBIN HOOD DEVICE	Newfoundland	3000
RALEIGH WORD	Austria	87210
HERON'S HEAD DEVICE	Nigeria	18630
HELLFIRE	Germany	39861306
EARTHQUAKE	Germany	39861307
WHIRLWIND	Germany	39861308
TRAVELOGUE	Germany	39861313
ROCHESTER	Germany	39861311
RICHMOND	Germany	39861312
PARK LANE	Germany	39861310
AVENIR	Poland	163721
DIAMONDBACK	Poland	163347
AVENIR	Spain	2408805
AVENIR	Spain	2414125
ROBIN HOOD DEVICE	India	214080
HUMBER WORD	Zimbabwe	4/1940
RALEIGH	Chile	559191
RALEIGH IN SPECIAL FORM	Bolivia	61615-A
RALEIGH	Lesotho	02/00397
RAD LEGS	Botswana	S.A.9945
RAD LEGS	South Africa	1005/17
HUMBER BADGE	Swaziland	136/1987
HERONS HEAD	Australia	B378086
RALEIGH WORD	Australia	B378085
RALEIGH WORD	Australia	B378084
HERONS HEAD DEVICE	Australia	B378087
R RALEIGH NOTTINGHAM ENGLAND	United States	2751542
RALEIGH WORD	United States	2828732
HUMBER	Swaziland	135/1987
HUMBER	South Africa	2529/46
HUMBER	Botswana	S.A.9944
THE LION & DEVICE	Uganda	15642
ROBIN HOOD & DEVICE	Nigeria	5669

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