

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Electra Bicycle Company, LLC		07/23/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	MassMutual Corporate Investors
Street Address:	1500 Main Street, Suite 2800 c/o Massachusetts Mutual Life Company
City:	Springfield
State/Country:	MASSACHUSETTS
Postal Code:	01115
Entity Type:	TRUST: MASSACHUSETTS

Name:	MassMutual Participation Investors
Street Address:	1500 Main Street, Suite 2800 c/o Massachusetts Mutual Life Company
City:	Springfield
State/Country:	MASSACHUSETTS
Postal Code:	01115
Entity Type:	TRUST: MASSACHUSETTS

Name:	Tower Square Capital Partners II, L.P.
Street Address:	1500 Main Street, Suite 2800 c/o Massachusetts Mutual Life Company
City:	Springfield
State/Country:	MASSACHUSETTS
Postal Code:	01115
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Tower Square Capital Partners II-A, L.P.
Street Address:	1500 Main Street, Suite 2800 c/o Massachusetts Mutual Life Company
City:	Springfield
State/Country:	MASSACHUSETTS

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Postal Code:	01115
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Tower Square Capital Partners II-B, L.P.
Street Address:	1500 Main Street, Suite 2800 c/o Massachusetts Mutual Life Company
City:	Springfield
State/Country:	MASSACHUSETTS
Postal Code:	01115
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1945359	ELECTRA BICYCLE COMPANY
Registration Number:	1958556	ELECTRA BICYCLE COMPANY
Registration Number:	2789402	STREAMRIDE
Registration Number:	2744133	STREAMRIDE
Registration Number:	3036268	FLAT FOOT TECHNOLOGY
Serial Number:	78233260	GEARGRINDER
Registration Number:	2939630	GHOSTRIDER
Registration Number:	2945015	REVIL
Serial Number:	78470937	RELIC
Registration Number:	2913888	TOWNIE
Serial Number:	78899825	SPARKER
Serial Number:	78899817	AMSTERDAM

CORRESPONDENCE DATA

Fax Number: (617)248-4000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (617) 248-5162
Email: kschoff@choate.com
Correspondent Name: Kell L. Schoff, Esq.
Address Line 1: Two International Place
Address Line 2: Choate, Hall & Stewart LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2003759-0088
NAME OF SUBMITTER:	Kell L. Schoff, Esq.
Signature:	/Kell L. Schoff/

Date:

07/23/2007

Total Attachments: 6

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, Electra Bicycle Company, LLC, a Delaware limited liability company having its principal place of business and chief executive office at 3270 Corporate View, Suite A, Vista, CA 92081 ("Debtor") owns the trademark registrations and applications for trademark registration (the "Trademarks") and the patent application (the "Patent Application") listed on Exhibit A attached hereto;

WHEREAS, the Debtor, MassMutual Corporate Investors, MassMutual Participation Investors, Tower Square Capital Partners II, L.P., Tower Square Capital Partners II-A, L.P., and Tower Square Capital Partners II-B, L.P. (MassMutual Corporate Investors, MassMutual Participation Investors, Tower Square Capital Partners II, L.P., Tower Square Capital Partners II-A, L.P., and Tower Square Capital Partners II-B collectively referred to herein as the "Secured Parties") entered into a certain Security and Pledge Agreement dated April 12, 2007 (the "Security and Pledge Agreement");

WHEREAS, pursuant to the Security and Pledge Agreement the Debtor has granted the Secured Parties a continuing security interest in and to all of Debtor's right, title and interest in and to the Collateral (as that term is defined in the Security and Pledge Agreement) including without limitation all of the Debtor's right, title and interest in and to the Trademarks and the Patent Application;

WHEREAS, the Debtor and the Secured Parties desire to record such security interest in the Trademarks and the Patent Application in the Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor does hereby affirm the grant to the Secured Parties of a continuing security interest in and to all of Debtor's right, title and interest in, to and under the following:

1. The Trademarks, and all renewals and extensions thereof, and all goodwill therein;
2. The Patent Application, and all issuances, divisions, continuations, continuations-in-part, re-examinations and reissues thereof; and
3. All income, royalties, damages and payments now or hereafter due and/or payable with respect to the Trademarks and/or the Patent Application, including without limitation damages and payments for past or future infringement thereof, and all rights (but no obligation) to sue for past, present or future infringements of the Trademarks and/or the Patent Application, and all rights corresponding to the Trademarks and the Patent Application throughout the world.

The foregoing security interest is granted in conjunction with the security interests granted pursuant to the Security and Pledge Agreement. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks and the Patent Application are more fully set forth in the Security and Pledge Agreement. In the event of a conflict between the terms of the Security and Pledge Agreement and this Notice of Grant of Security Interest in Trademarks and Patents, the terms of the Security and Pledge Agreement shall control.

This Notice of Grant of Security Interest in Trademarks and Patents shall be construed in accordance with and governed by the domestic substantive laws of The Commonwealth of Massachusetts, without giving effect to any choice of law or conflicts of law provisions thereof.

This Notice of Grant of Security Interest in Trademarks and Patents may be executed by the Debtor and the Secured Parties in counterparts with the same effect as if such parties had signed the same document and all counterparts shall be construed together and shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Debtor has executed this Notice of Grant of Security Interest in Trademarks and Patents as a sealed instrument as of this 23rd day of July, 2007.

ELECTRA BICYCLE COMPANY, LLC

By: 

Title: Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks and Patents]

Acknowledged:

JmJ

MASSMUTUAL CORPORATE INVESTORS

By: *Michael P. Hermesen*
Michael P. Hermesen (Title)
Vice President

The foregoing is executed on behalf of MassMutual Corporate Investors, organized under a Declaration of Trust, dated September 13, 1985, as amended from time to time. The obligations of such Trust are not Personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, but the Trust's property only shall be bound.

JmJ

MASSMUTUAL PARTICIPATION INVESTORS

By: *Michael P. Hermesen*
Michael P. Hermesen (Title)
Vice President

The foregoing is executed on behalf of MassMutual Participation Investors, organized under a Declaration of Trust, dated April 7, 1988, as amended from time to time. The obligations of such Trust are not Personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, but the Trust's property only shall be bound.

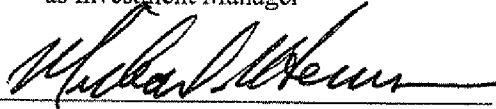
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TOWER SQUARE CAPITAL PARTNERS II, L.P.

By: Babson Capital Management LLC,
as Investment Manager

By:



Michael P. Hermsen (Title)
Managing Director

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TOWER SQUARE CAPITAL PARTNERS II-A, L.P.

By: Babson Capital Management LLC,
as Investment Manager

By:




Michael P. Hermsen (Title)
Managing Director

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TOWER SQUARE CAPITAL PARTNERS II-B, L.P.

By: Babson Capital Management LLC,
as Investment Manager

By:



Michael P. Hermsen (Title)
Managing Director

[Signature Page to Notice of Grant of Security Interest in Trademarks and Patents]

EXHIBIT A

Trademarks

Trademark	Jurisdiction	Status	App. No.	Reg. No.
ELECTRA BICYCLE COMPANY	US	Registered	74/588,556	1,945,359
ELECTRA BICYCLE COMPANY	US	Registered	74/588,555	1,958,556
STREAMRIDE	US	Registered	76/330,804	2,789,402
STREAMRIDE	US	Registered	76/330,803	2,744,133
FLAT FOOT TECHNOLOGY	US	Registered	76/538,188	3,036,268
GEARGRINDER	US	Pending	78/233,260	
GHOSTRIDER	US	Registered	78,233,254	2,939,630
REVL	US	Registered	78/240,073	2,945,015
RELIC	US	Pending	78/470,937	
TOWNIE	US	Registered	78/247,218	2,913,888
SPARKER	US	Pending	78/899,825	
AMSTERDAM	US	Pending	78/899,817	

Patents

Patent Title	Jurisdiction	Status	App. No.	Reg. No.
Easy Riding Bicycle	US	Pending	10/962,910	