

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comerica Bank		09/20/2001	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Schwinn Cycling & Fitness, Inc.		
Street Address:	1886 Prairie Way		
City:	Louisville		
State/Country:	COLORADO		
Postal Code:	80027		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1786230	TRIMLINE	
CORRESPONDENCE DATA			
Fax Number:	(303)629-3450		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-629-3400		
Email:	johnson.marilyn@dorsey.com		
Correspondent Name:	Dorsey & Whitney LLP		
Address Line 1:	370 Seventeenth Street, Suite 4700		
Address Line 2:	Lisa A. Osman		
Address Line 4:	Denver, COLORADO 80202-5647		
ATTORNEY DOCKET NUMBER:	60014US ~ 461066-228		
NAME OF SUBMITTER:	Lisa A. Osman		
Signature:	/LAO 3463/		
Date:	11/07/2007		

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Total Attachments: 1
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE dated as of September 20, 2001 (this "Release") is made by Comerica Bank acting in its capacity as Secured Party and Agent for certain Banks (in such capacity, the "Secured Party") under that certain Agreement (Trademark) dated as of September 30, 1998, as amended or modified and recorded in the records of the United States Patent and Trademark Office at Trademark Reel 1814, Frame 0754 (the "Trademark Agreement"), among Schwinn Cycling & Fitness Inc. (together with its affiliated companies, the "Debtor") and the Secured Party;

WITNESSETH:

WHEREAS, pursuant to the Trademark Agreement and a related Credit Agreement and Security Agreement, the Debtor granted to the Secured Party a security interest in certain of the Debtor's United States and foreign trademarks and trademark applications related to the Debtor's cycling business, including but not limited to the trademarks set forth on Attachment 1 hereto, and all associated good will and common law rights (collectively, the "Trademarks");

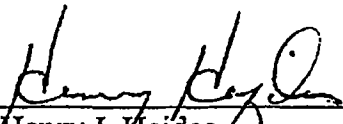
WHEREAS, the Secured Party wishes to: (i) release all of its security interest covering the Trademarks; and (ii) dissolve any and all liens and encumbrances respecting the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Secured Party does hereby release its security interest in the Trademarks; and

FURTHER AGREED, that, upon the request of the party acquiring the Trademarks from Debtor (the "Purchaser") from time to time after the Closing Date, Secured Party shall, at Purchaser's expense, forthwith execute and deliver such documents as Purchaser or its counsel may reasonably request to effectuate the purposes of this Release.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

COMERICA BANK,
as Secured Party

By: 
Name: Henry J. Hajdas
Title: Senior Vice President