

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
Raleigh America, Inc.		07/31/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Swissbike Vertriebs GmbH		
Street Address:	Obere Spichermatt 12		
City:	Stans		
State/Country:	SWITZERLAND		
Postal Code:	CH-6370		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2817402	DIAMONDBACK	
CORRESPONDENCE DATA			
Fax Number:	(212)336-8001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 336-8000		
Email:	ptodocket@arelaw.com		
Correspondent Name:	Max Vern		
Address Line 1:	90 Park Avenue		
Address Line 2:	Amster, Rothstein & Ebenstein LLP		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	96713/1		
DOMESTIC REPRESENTATIVE			
Name:	Max Vern		
Address Line 1:	90 Park Avenue		
Address Line 2:	Amster, Rothstein & Ebenstein LLP		

CH \$40.00 2817402

Address Line 4: New York, NEW YORK 10016

NAME OF SUBMITTER:

Max Vern

Signature:

/Max Vern/

Date:

12/05/2007

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT dated 31st day of July, 2004 (the "Agreement") by and between RALEIGH AMERICA INC.), a Delaware corporation ("Assignor"), and SWISSBIKE VERTRIEBS GmbH a Swiss corporation ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks, tradenames 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 31st July 2004, 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 co-operate 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.

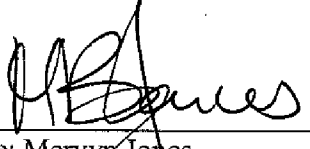
This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be duly executed as of this 31st day of July, 2004.

RALEIGH AMERICA INC.

By 
Name: William W. Austin Jr.
Title: Chairman

SWISSBIKE VERTRIEBS GmbH

By 
Name: Mervyn Jones
Title: Authorised Signatory

SCHEDULE 1

TRADEMARK
DIAMONDBACK

COUNTRY
United States

REGISTRATION NUMBER
2817402

RALEIGH AMERICA SWISSBIKE FITNESS assignment

RECORDED: 12/05/2007

TRADEMARK
REEL: 003672 FRAME: 0386