

12-10-2007



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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY 18103-372 2

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

JPMorgan Chase Bank, N.A. (as
Successor by Merger to Bank One
NA, f/k/a The First National Bank
of Chicago)
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State: _____
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance (Execution Date(s)):

Execution Date(s) October 31, 2007
 Assignment Merger
 Security Agreement Change of Name
 Other Intellectual Property Release

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: SRAM Corporation
Internal _____
Address: _____
Street Address: 1333 N. Kingsbury St.
City: Chicago
State: IL
Country: USA Zip: 60622

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Illinois
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic
representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath
Internal Address: Winston & Strawn LLP
Street Address: 35 W. Wacker Dr.
City: Chicago
State: IL Zip: 60601
Phone Number: 312-558-6352
Fax Number: 312-558-5700
Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ 240
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number 232428
Authorized User Name Laura Konrath

9. Signature: Laura Konrath
Signature _____
Date 11/2/07
Name of Person Signing _____

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0149, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P. O. Box 1460, Alexandria, VA 22313-1450

Continuation
Item 7

Schedule I

UNITED STATES TRADEMARKS

TRADEMARK REGISTRATIONS

| <u>Mark</u> | <u>Registration No.</u> | <u>Date</u> |
|----------------------|-------------------------|---------------------------------|
| BOXXER | 2,543,647 | 03/05/2002 |
| JUDY | 1,914,795 | 08/29/1995 (renewed 08/29/2005) |
| ROCK SHOX | 1,654,275 | 08/20/1991 (renewed 08/20/2001) |
| ROCK SHOX | 2,000,058 | 09/10/1996 (renewed 09/10/2006) |
| ROCK SHOX and Design | 1,704,807 | 08/04/1992 (renewed 08/04/2002) |
| ROCK SHOX and Design | 2,036,732 | 02/11/1997 |
| ROCK SHOX and Design | 2,041,768 | 03/04/1997 (renewed 03/04/2007) |
| RUBY | 2,170,213 | 06/30/1998 |
| SID DUAL AIR | 2,622,562 | 09/24/2002 |

9)

TRADEMARK APPLICATIONS

-None

TRADEMARK LICENSES

-None

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INTELLECTUAL PROPERTY RELEASE

THIS PATENT, TRADEMARK AND COPYRIGHT RELEASE (collectively, this "Intellectual Property Release"), is made as of October 31, 2007 by JPMorgan Chase Bank, N.A. (as successor by merger to Bank One, NA, formerly known as The First National Bank of Chicago), as Agent (in such capacity, "Agent") for the lenders ("Lenders") from time to time parties to (i) that certain Security Agreement, dated as of December 11, 1998 (the "December Security Agreement") and (ii) that certain Security Agreement, dated as of September 28, 1998 (the "September Security Agreement" and, together with the December Security Agreement, the "Security Agreements"), each by and between SRAM Corporation, an Illinois corporation (as successor in interest to RockShox, Inc., "Grantor") and Agent. Capitalized terms used herein without definition shall be defined in the manner set forth in the Security Agreements.

WITNESSETH:

WHEREAS, Agent and Grantor are parties to those certain Security Agreements, pursuant to which Grantor granted a security interest to Agent in certain intellectual property collateral, as security for certain obligations owing by Grantor to Agent under the Security Agreements, including the Patent Rights and Patent Licenses, Trademark Rights and Trademark Licenses, Copyright Rights and Copyright Licenses (as defined below) set forth on Schedule I thereto and hereto (the "Intellectual Property Collateral");

WHEREAS, the December Security Agreement was recorded by the United States Patent and Trademark Office on January 19, 1999 at Reel 1843, Frame 0608 (trademark rights);

WHEREAS, the September Security Agreement was recorded by the United States Patent and Trademark Office on October 26, 1998 at Reel 1811, Frame 0734 (trademark rights); and

WHEREAS, Grantor has requested that Agent release its security interest in the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby terminates, cancels and releases its security interest in all of the Grantor's right, title and interest in and to all of the following, all rights in and to which shall immediately revert to Grantor, and its successors, legal representatives and assigns, all Intellectual Property Collateral, including, without limitation, the following rights including those listed on Schedule I hereto:

- (a) all inventions, and all United States patent applications and all divisions, renewals and continuations thereof, and all Patents of the United States that may be granted thereon

CHI:1998310.2

and all reissues thereof; and all rights for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed or granted for such inventions in any country or countries other than the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all extensions, renewals and reissues thereof (the "Patent Rights") and any licenses relating thereto ("Patent Licenses");

(b) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions and renewals thereof (collectively, the "Trademark Rights") and any licenses related thereto ("Trademark Licenses"), and all goodwill of the business connected with the use of, and symbolized by, each trademark identified on Schedule I attached hereto;

(c) all copyrightable works of authorship, and all copyright applications or registrations relating thereto ("Copyright Rights"), and any licenses relating thereto ("Copyright Licenses"); and

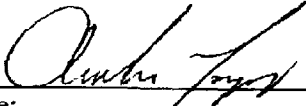
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present and future infringement or relating to royalties, of any Intellectual Property Collateral, or for injury to the goodwill associated with any of the Trademark Rights including those identified on Schedule I.

2. Agent hereby authorizes and requests the Director of the Patent & Trademark Office of the United States of America, the Registrar of Copyrights of the U.S. Copyright Office, and the appropriate officers of all other jurisdictions in which any of the Intellectual Property Collateral is in force, or for which application or registration has been made, to record this Intellectual Property Release to demonstrate the release by Agent of the security interest in Grantor's Intellectual Property Collateral, under the relevant laws of the United States or any other jurisdictions.

3. Agent will, at the expense and request of Grantor, execute and deliver, or cause to be executed and delivered, any other or additional releases, documents, certificates, powers or other writings, and take all additional actions, as may be necessary to record this Intellectual Property Release of the Intellectual Property Collateral, to effectuate and validate this Release.

IN WITNESS WHEREOF, Agent has caused this Intellectual Property Release to be executed as of the day and year first above written.

JPMORGAN CHASE BANK, N.A.
(as successor by merger to Bank One, NA, f/k/a The
First National Bank of Chicago), as Agent

By: 
Name:
Title: Duly Authorized Signatory

SRAM CORPORATION,
as Grantor

By: _____
Name:
Title:

Schedule IUNITED STATES TRADEMARKS

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