

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

SRAM Corporation

- Individual(s)
- General Partnership
- Corporation - State: Illinois
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

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

Execution Date(s) November 5, 2007

- Assignment
- Security Agreement
- Other Correction Reel 003660/0742
- Merger
- Change of Name

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

A. Trademark Application No.(s)

Delete 3,227,874
Input 3,277,874 (Powerlock)

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

9. Signature:

Laura Konrath
Signature

12/12/07
Date

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) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as

Internal Address: Agent

Street Address: 10 S. Dearborn

City: Chicago

State: IL

Country: USA Zip: 60603

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- 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)

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

- 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

CH \$40.00 232428 3277874

TO: LAURA KONRATH COMPANY: WINSTON & STRAWN LLP

Winston & Strawn 11/14/2007 11:28:37 AM PAGE 003/011 Fax Server
11/14/2007
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Form PTO-159 (Rev. 01/05)
OMB Collection 0551-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY 18103-372-3

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):
SRAM Corporation
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Illinois
 Other

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? Yes No
Name: JPMorgan Chase Bank, N.A.,
Internal Address: _____ as Agent
Street Address: 10 S. Dearborn
City: Chicago
State: IL
Country: USA Zip: 60603
 Association Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation Citizenship
 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)

3. Nature of conveyance (Execution Date(s)):
Execution Date(s) November 5, 2007
 Assignment Merger
 Security Agreement Change of Name
 Other

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A. Trademark Application No.(s)
B. Trademark Registration No.(s)

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. Nacker 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: 56

7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ 1,425
 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 11/12/07
Name of Person Signing

Additional sheet(s) attached? Yes No

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

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-6140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

CH \$1415.00 232428 77245456

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

18103-372 3

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- Corporation - State: Illinois
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- Limited Partnership

Citizenship (see guidelines)

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Internal _____ as Agent

Address: _____
Street Address: 10 S. Dearborn

City: Chicago

State: IL

Country: USA Zip: 60603

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- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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Email Address: lkonrath@winston.com

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Signature

Laura Konrath

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ORIGINAL

Continuation
Item 4

SCHEDULE 1

TRADEMARK	FILE	APPL#	REGDT	REG#	STATUS	CLASSES
1:1	11/04/1996	75/192,596	08/09/1998	2,163,375	REGISTER	12
ARCH RIVAL	12/04/1998	75/600,129	09/05/2000	2,382,371	REGISTER	12
AVID	09/02/1994	74/669,354	08/29/1995	1,914,792	REGISTER	012
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BLACK OPS	03/16/2001	78/053,582	06/11/2002	2,580,433	REGISTER	012
BLACKBOX	05/29/2003	78/255,519	04/20/2004	2,834,646	REGISTER	012
BOXXER	07/22/1996	75/139,587	03/05/2002	2,543,647	REGISTER	012
CLIMB IT CONTROL	04/26/2000	76/035,692	06/18/2002	2,580,861	REGISTER	012
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ELITA	07/23/2004	78/455,777	06/13/2006	3,103,103	REGISTER	12
FIREX	02/08/1999	75/637,195	12/18/2001	2,520,658	REGISTER	12
FiveD	07/23/2004	78/455,734	09/13/2005	2,995,203	REGISTER	12
FLAK JACKET	08/26/1998	75/543,020	12/28/1999	2,303,873	REGISTER	012
FULL METAL JACKET	08/15/2000	76/110,737	03/26/2002	2,554,055	REGISTER	12
GIGA PIPE	08/29/2002	78/159,298	07/22/2003	2,740,520	REGISTER	12
GPS	02/25/2002	76/374,772	09/09/2003	2,762,628	REGISTER	012
GRIP SHIFT	05/16/1995	74/675,153	10/17/2000	2,394,497	REGISTER	12
GRIP SHIFT	12/22/1998	73/770,941	11/06/1990	1,621,763	REGISTER	12
HOLZFELLER	08/10/2004	78/464,915	09/27/2005	3,001,692	REGISTER	12
HUSSEFELT	07/30/2004	78/459,514	09/20/2005	2,997,999	REGISTER	12
i-MOTION	05/11/2005	78/627,343	11/28/2006	3,178,429	REGISTER	12
ISIS DRIVE (design)	06/14/2000	78/012,716	04/02/2002	2,557,366	REGISTER	12
ISOFLOW	07/23/2004	78/455,789	09/13/2005	2,995,208	REGISTER	12
JUDY	09/12/1994	74/572,677	08/29/1995	1,914,795	REGISTER	012
JUICY	01/07/2003	78/200,829	04/05/2005	2,938,826	REGISTER	12
LUFTALARM	08/10/2004	78/464,950	09/20/2005	2,998,232	REGISTER	12
OMNIUM	06/02/2006	78/898,948	10/16/2007	3,314,648	REGISTER	12
PIKE	08/09/2003	78/260,159	04/12/2005	2,940,825	REGISTER	12,25
PILOT	02/25/2002	76/374,771	06/24/2003	2,730,510	REGISTER	012
PowerLock	02/17/2006	78/817,991	08/07/2007	3,227,874	REGISTER	12
REBA	06/09/2003	78/260,155	07/26/2005	2,978,917	REGISTER	12,25
RED	08/02/2007	77/245,456			PENDING	12,25
ROCK SHOX	11/29/1989	74/005,936	08/20/1991	1,654,275	REGISTER	012
ROCK SHOX	10/31/1995	75/013,106	09/10/1996	2,000,058	REGISTER	025
ROCK SHOX and Design	09/09/1991	74/201,535	08/04/1992	1,704,807	REGISTER	012
ROCK SHOX and Design	11/03/1995	75/014,318	03/04/1997	2,041,768	REGISTER	025
RUKTION	11/18/2004	78/519,393	06/20/2006	3,108,056	REGISTER	12

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TRADEMARK	FILE	APPL#	REGDT	REG#	STATUS	CLASSES
SID	05/31/2001	76/264,846	09/02/2003	2,759,701	REGISTER	012
SID DUAL AIR	06/17/1998	75/504,001	09/24/2002	2,622,562	REGISTER	012
SINGLE DIGIT	05/15/1996	75/114,135	12/09/1997	2,120,535	REGISTER	12
SMARTBAR	02/02/2001	78/046,204	06/17/2003	2,728,111	REGISTER	12,9
SPARC	01/17/2000	75/900,101	09/17/2002	2,621,857	REGISTER	12
SPEED DIAL	04/13/1995	74/660,517	02/04/1997	2,036,130	REGISTER	12
SRAM	06/02/1995	74/683,848	04/29/1997	2,050,661	REGISTER	12,25
SRAM FORCE	03/17/2005	78/589,700			PENDING	12,25
SRAM RED	08/22/2007	77/261,910			PENDING	12,25
SRAM RIVAL	09/13/2005	78/712,087	05/01/2007	3,238,333	REGISTER	012,025
STYLO	07/30/2004	78/459,498	09/20/2005	2,997,997	REGISTER	12
TORPEDO	07/27/2000	78/018,656	12/02/2003	2,789,681	REGISTER	12
TOURO	07/22/2004	78/455,215	09/20/2005	2,997,815	REGISTER	12
TRUVATIV	04/09/2003	78/235,921	03/09/2004	2,821,333	REGISTER	12,25
TRUVATIV logo	08/12/2005	78/691,389	07/25/2006	3,120,801	REGISTER	12
TULLIO	02/29/2000	75/931,351	02/05/2002	2,535,634	REGISTER	012
U-TURN	01/05/2001	76/190,607	12/17/2002	2,664,245	REGISTER	012
WAVO	06/10/2004	78/464,932	09/27/2005	3,001,693	REGISTER	12

3

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 5, 2007, is between SRAM CORPORATION, an Illinois corporation ("Grantor"), and JPMORGAN CHASE BANK, N.A., as Collateral Agent for the benefit of the Secured Creditors (the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantor has entered into a Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with the Collateral Agent, for the benefit of the Secured Creditors, pursuant to which Grantor has granted to the Collateral Agent a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Obligations;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement;

WHEREAS, Grantor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to the Collateral Agent, for the benefit of the Secured Creditors, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark

license listed on Schedule I annexed hereto, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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RUKTION	11/18/2004	78/519,393	06/20/2006	3,108,056	REGISTER	12

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TRADEMARK
REEL: 003677 FRAME: 0415

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