# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Certificate of Transfer |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Guaranty Business Credit Corporation | | 11/02/2006 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | HB Bicycle Components, LLC |
| Street Address: | 5800 W Donges Bay Rd |
| City: | Mequon |
| State/Country: | WISCONSIN |
| Postal Code: | 53092 |
| Entity Type: | LIMITED LIABILITY COMPANY: WISCONSIN |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 3029746 | M MANITOU |
| Registration Number: | 3029747 | M MANITOU |
| Registration Number: | 2888513 | M MANITOU |
| Registration Number: | 1764635 | MANITOU |
| Registration Number: | 2819487 | MANITOU |

CH $140.00 3029746

CORRESPONDENCE DATA


Fax Number: (414)223-5000
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*
Phone: 414-273-2100
Email: splagemann@whdlaw.com
Correspondent Name: Whyte Hirschboeck Dudek S.C.
Address Line 1: Attn: Suzanne Plagemann
Address Line 2: 555 East Wells Street, Suite 1900
Address Line 4: Milwaukee, WISCONSIN 53202

| | |
|---|---|
| ATTORNEY DOCKET NUMBER: | HBR-13352 |
| NAME OF SUBMITTER: | Suzanne Plagemann |
| Signature: | /Suzanne Plagemann/ |
| Date: | 02/27/2009 |

Total Attachments: 5
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# CERTIFICATE OF TRANSFER

THIS CERTIFICATE OF TRANSFER (this "Certificate") is made and entered into as of the 2nd day of November, 2006, by and between Guaranty Business Credit Corporation, a Delaware corporation (hereinafter referred to as "Transferor") and HB Bicycle Components, LLC, a Wisconsin corporation (hereinafter referred to as the "Transferee") (the words "Transferor" and "Transferee" to include their respective successors and assigns where the context requires or permits).

WITNESSETH:

WHEREAS, Transferor has agreed to transfer and assign to Transferee pursuant to this Certificate and pursuant to Section 9617 of the Uniform Commercial Code of the State of California, all of Answer Products, Inc.'s (the "Debtor") right, title and interest in and to the trademarks, tradenames, domain names, rights under License Agreements and the goodwill of the business appurtenant thereto, as identified on Exhibit A, attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Transferor has the authority to sell and assign the Marks pursuant to and to the extent permitted by Article 9 of the Uniform Commercial Code of the State of California; and

WHEREAS, the indebtedness secured by the Marks is in default and Transferor has the right to foreclose upon and dispose of said Marks pursuant to and to the extent permitted by Article 9 of the Uniform Commercial Code of the State of California; and

WHEREAS, the Transferor wishes to sell and assign, and Transferee wishes to purchase, the Marks pursuant to this Certificate of Transfer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Transferor, Transferor does hereby transfer, assign and set over unto Transferee all of the Debtor's right, title and interest in and to the Marks, including the registrations and common law rights therein, together with the good will of the business appurtenant thereto, and in and to any and all causes of action, either in law or in equity, and the right to enforce any rights and to file any causes of action, including the right to recover damages, for any past, present or future infringement or misappropriation of said marks, effective as of the date indicated below.

The Marks are being transferred by Transferor AS IS, WHERE IS, WITH ALL FAULTS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, (EXCEPT AS SET FORTH IN AN ASSET PURCHASE AGREEMENT BETWEEN TRANSFEROR AND TRANSFEREE OF EVEN DATA HEREWITH), INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED BY TRANSFEROR.



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IN WITNESS WHEREOF, the parties hereto have signed and delivered this Certificate on the day and year first above written.

TRANSFEROR:

GUARANTY BUSINESS CREDIT CORPORATION

By: Edward E. Henkel, Jr.

Name: Edward E. Henkel, Jr.

Title: V.P.



TRADEMARK
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# EXHIBIT A
To
Certificate of Transfer

Between
Guaranty Business Credit Corporation and HB Bicycle Components, LLC

| Application / Registration No. | Trademark | Country |
|---|---|---|
| 2,607,931 | MANITOU | Japan |
| 2,046,532 | MANITOU | Spain |
| 2,660,581 | MARS & Logo | US |
| 2,321,020 | MICROLUBE | US |
| 2,845,047 | MANITOU STONE | US |
| 3,029,747 | M MANITOU & Design | US |
| 3,029,746 | M MANITOU Stylized & Design | US |
| 653,164 / Application No. 5604 2002 RM | MANITOU | Italy |
| 224,692 | MANITOU | Paraguay |
| R712,584 | MANITOU | Taiwan |
| 158,319 | MANITOU | Austria |
| 19921060416 | MANITOU | Colorado |
| 910,379 | MANITOU | China |
| 2,322,996 | KNUCKLEBONE | US |
| 2,497,850 | JUMPER | US |
| 2,474,750 | KB Stylized Logo | US |
| 776,072 | KNUCKLEBONE Logo | Australia |
| 2,339,771 | GRIP Design | US |
| n/a | KNUCKLEBONE TWO/THOUSAND/TWO PERFORMANCE EQUIPMENT | US |
| 3,101,228 | A Design | US |
| 956,363 | ANSWER RACING | Australia |
| 723,572 / 12761 2004 MI | ANSWER | Italy |
| 558,523 / 886,144 | ANSWER & Design | Italy |
| 20023782 | ANSWER | China |
| 203,452 | ANSWER | Paraguay |
| 797,769 | ANSWER | Taiwan |
| 3,043,857 | PRO TAPER & Design | US |
| 3,124,114 | PRO TAPER & Design | US |
| 2,565,279 | PRO TAPER ANSWER | US |
| 2,692,250 | A ANSWER & Design | US |
| 1,276,987 | PRO TAPER & Design | Canada |



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| Application / Registration No. | Trademark | Country |
|---|---|---|
| 1,204,817 | A Design | Canada |
| 3,962,677 | PRO TAPER | European Community |
| 3,647,245 | A Design | European Community |
| 867,615 | A Design | Mexico |
| 859,198 | PRO TAPER & Design | Mexico |
| 859,053 | PRO TAPER | Mexico |
| 862,459 | PRO TAPER & Design | Mexico |
| 856,820 | ANSWER | Mexico |
| 854,130 | A Design | Mexico |
| 856,821 | ANSWER | Mexico |
| 856,819 | ANSWER | Mexico |
| 842,710 | A Design | Mexico |
| 844,518 | A Design | Mexico |
| 844,517 | A Design | Mexico |
| 844,519 | A Design | Mexico |
| 987,665 | A Design | Australia |
| 1,013,578 | PRO TAPER & Design | Australia |
| 2,918,816 | SHERMAN | US |
| 30032082 | BLACKCOMB | Germany |
| 39854145 | AXEL | Germany |
| 2,888,513 | M MANITOU & Design | US |
| 2,819,487 | MANITOU | US |
| 2,073,318 | MANITOU | US |
| 1,764,635 | MANITOU | US |
| 92 439332 | MANITOU | France |
| 2047158 | MANITOU | Germany |
| 402120 | MANITOU | Switzerland |
| 576481 | MANITOU | Australia |
| 1515097 | MANITOU | United Kingdom |
| 4020060023938 (Pending) | MANITOU | South Korea |
| 2,793,187 | SPV | US |
| 2,652,954 | DRIVE TECHNOLOGIES | US |
| 2,657,215 | SCYTHE | US |
| 2,772,034 | DORADO | US |
| 2,425,858 | MASHER | US |
| 2,449,981 | DUELLER | US |
| 2,456,211 | GRUDGE | US |
| 2,394,239 | MRD | US |
| 2,390,410 | LOK-OUT | US |
| 2,321,020 | MICROLUBE | US |
| 2,327,368 | PREP M | US |
| 2,277,577 | PRO TAPER | US |
| 2,269,754 | TPC | US |

| Application / Registration No. | Trademark | Country |
|---|---|---|
| 2,181,639 | TWIN PISTON CHAMBER | US |
| 1,868,002 | ANSWER | US |
| 1,768,572 | HYPERLITE | US |
| 1,740,563 | PRO TAPER | US |
| 1,349,539 | ANSWER | US |
| 927202 | BAZOOKA | CTM |

All rights whether registered or common law, of Answer Products, Inc. in any and all marks and tradenames throughout the world.

**Domain Names**

| Domain | Registered | Expires | Current Owner |
|---|---|---|---|
| www.answerproducts.com | 7/21/97 | 7/20/09 | Answer Products |
| www.answerproducts.com.uk | n/a | n/a | n/a |
| www.onepointfivestandard.com | | 10/10/06 | Answer Products |
| www.manitoumtb.com | 10/31/05 | 20/31/08 | Answer Products |
| www.buymaintou.com | 6/10/04 | 6/10/07 | A Far Site Better |
| www.answerbmx.com | 2/20/99 | 2/20/06 | Answer Products |
| www.drivebmx.com | 4/6/04 | 4/6/06 | Answer Products |
| www.knucklebone.com | 12/6/97 | 12/6/08 | Knucklebone Enterprises |

**Corporate Names**

| |
|---|
| Answer Products, Inc. |
| Answer Products |



RECORDED: 02/27/2009

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