

**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                       |
|----------------------------------|----------|----------------|-----------------------------------|
| Iron Horse Bicycle Company LLC   |          | 07/15/2009     | LIMITED LIABILITY COMPANY: NEVADA |
| Iron Horse Bicycle Company, Inc. |          | 07/15/2009     | CORPORATION: DELAWARE             |

**RECEIVING PARTY DATA**

|                 |                       |
|-----------------|-----------------------|
| Name:           | Pacific Cycle Inc.    |
| Street Address: | 4902 Hammersley Road  |
| City:           | Madison               |
| State/Country:  | WISCONSIN             |
| Postal Code:    | 53711                 |
| Entity Type:    | CORPORATION: DELAWARE |

**PROPERTY NUMBERS Total: 9**

| Property Type        | Number  | Word Mark           |
|----------------------|---------|---------------------|
| Registration Number: | 1762027 | BICYCLES IRON HORSE |
| Registration Number: | 3044023 | PT                  |
| Registration Number: | 3044024 | WARRIOR             |
| Registration Number: | 3044037 | TRIUMPH             |
| Registration Number: | 3044022 | PORTER              |
| Registration Number: | 3067232 | HOLLOWPOINT         |
| Registration Number: | 2849981 | OUTLAW              |
| Registration Number: | 1547268 | IRON HORSE          |
| Registration Number: | 2374416 | AMX XTREME          |

**CORRESPONDENCE DATA**

Fax Number: (312)258-5700  
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$240.00 1762027

Phone: 312-258-5724  
Email: cbollinger@schiffhardin.com  
Correspondent Name: Chris L. Bollinger  
Address Line 1: P.O. Box 06079  
Address Line 2: Schiff Hardin LLP  
Address Line 4: Chicago, ILLINOIS 60606-0079

|                         |                      |
|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 17647-0061           |
| NAME OF SUBMITTER:      | Chris L. Bollinger   |
| Signature:              | /Chris L. Bollinger/ |
| Date:                   | 07/17/2009           |

Total Attachments: 5  
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**ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS**

July 15, 2009

WHEREAS, IRON HORSE BICYCLE COMPANY LLC, a Nevada limited liability company ("Iron Horse LLC"), IRON HORSE BICYCLE COMPANY, INC, a Delaware corporation ("Iron Horse Inc.", and together with Iron Horse LLC, "Assignors") and Pacific Cycle Inc., a Delaware corporation ("Assignee"), have entered into an Asset Purchase Agreement dated as of July 13, 2009 (the "Asset Purchase Agreement"); and

WHEREAS, under the Asset Purchase Agreement, Assignee agreed to purchase the Assets (as that term is defined in the Asset Purchase Agreement); and

WHEREAS, each Assignor is the owner of certain right, title and interest in and to the Trademarks (as that term is defined in the Asset Purchase Agreement), the Patents (as that term is defined in the Asset Purchase Agreement), domain names and other similar proprietary rights (collectively, the "I.P. Assets") including the patents and registered trademarks set forth on Schedule A; and

WHEREAS, Assignee is desirous of acquiring all of each Assignor's right, title and interest in and to all of the I.P. Assets, and Assignors have promised, in the Asset Purchase Agreement, to cause the same to be assigned; and

NOW, THEREFORE, for ten dollars (US \$10.00) and other valuable and legally sufficient consideration, including the consideration set forth in the Asset Purchase Agreement, acknowledged by the Assignors to have been received in full:

1. Each Assignor does hereby sell, convey, assign and transfer to Assignee the entire right, title and interest in, to and under all I.P. Assets together with the goodwill of the business symbolized by such I.P. Assets, together with all rights and privileges granted and secured thereby, including the full right to sue for future infringement of such I.P. Assets, these rights to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment of Intellectual Property Assets and sale had not been made.

2. Each Assignor hereby covenants and agrees that it will execute and deliver, or cause to be executed and delivered, such other instruments of conveyance, assignment, transfer and delivery, and will take such other actions, as Assignee may reasonably request in order to more effectively transfer, convey, assign and deliver to Assignee any of the I.P. Assets, or to enable Assignee to exercise and enjoy all rights and benefits of the Assignors with respect thereto, including execution of any country-specific assignments necessary to record transfer of title. The expense incurred by each Assignor in providing such cooperation shall be paid for by the Assignee except as otherwise provided in the Asset Purchase Agreement.

3. The terms and covenants of this Assignment of Intellectual Property Assets shall inure to the benefit of the Assignee, its successors and assigns and other legal representatives, and shall be binding upon each Assignor, its respective heirs, legal representatives and assigns.

4. Each Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Each Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment of Intellectual Property Assets and issue a new certificate of registration in the Assignee's name.

6. This Assignment Of Intellectual Property Assets does not (i) convey any rights of Assignors other than those required to be transferred under the Asset Purchase Agreement, (ii) create any obligations for Assignors in addition to those provided under the Asset Purchase Agreement, or (iii) relieve Assignors of any obligations under the Asset Purchase Agreement.

[Signature page follows.]

IN TESTIMONY WHEREOF, each Assignor has executed this Assignment Of Intellectual Property Assets on the date first written above.

**IRON HORSE BICYCLE COMPANY  
LLC**

**IRON HORSE BICYCLE COMPANY,  
INC.**

By: \_\_\_\_\_  
Its: Managing Member

By: \_\_\_\_\_  
Its: President

STATE OF New York )  
  ) SS:  
COUNTY OF Suffolk )

STATE OF New York )  
  ) SS:  
COUNTY OF Suffolk )

On this 13<sup>th</sup> day of July, 2009, before me appeared Cliff Woodberg, who, being by me duly sworn, did say that he/she is the Managing member of IRON HORSE BICYCLE COMPANY, LLC, a limited liability company of the State of Nevada, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (“Assignment”), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.

On this 13<sup>th</sup> day of July, 2009, before me appeared Cliff Woodberg, who, being by me duly sworn, did say that he/she is the President of IRON HORSE BICYCLE COMPANY, INC., a corporation of the State of Delaware, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (“Assignment”), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such limited liability company and that the foregoing Assignment was a free and voluntary act and deed.

Notary Public Gerard R. Luckman  
My commission expires: 8/28/13

Notary Public Gerard R. Luckman  
My commission expires: 8/28/13

Gerard R. Luckman  
Notary Public, State of New York  
No. 02LU5048644  
Qualified in Nassau County August 28, 2012 Page 3 of 4  
Commission Expires August 28, 2012

Gerard R. Luckman  
Notary Public, State of New York  
No. 02LU5048644  
Qualified in Nassau County  
Commission Expires August 28, 2012

**PACIFIC CYCLE INC.**

By: Alice Tillet

Its: \_\_\_\_\_

STATE OF NEW YORK )  
COUNTY OF Suffolk ) SS:

On this 13<sup>th</sup> day of July, 2009, before me appeared Alice Tillet, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of PACIFIC CYCLE INC., a corporation of the State of Delaware, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.

Notary Public Gerard R. Luckman

My commission expires: 8/28/2013

CH217381444.1 | Gerard R. Luckman  
Notary Public, State of New York  
No. 02LU5048644  
Qualified in Nassau County  
Commission Expires August 28, 2013

**SCHEDULE A**

**I.P. ASSETS**

**United States Registrations**

| <u>Mark</u>         | <u>Registration Number</u> | <u>Registration Date</u> |
|---------------------|----------------------------|--------------------------|
| BICYCLES IRON HORSE | 1762027                    | March 30, 1993           |
| PT                  | 3044023                    | January 17, 2006         |
| WARRIOR             | 3044024                    | January 17, 2006         |
| TRIUMPH             | 3044037                    | January 17, 2006         |
| PORTER              | 3044022                    | January 17, 2006         |
| HOLLOWPOINT         | 3067232                    | March 14, 2006           |
| OUTLAW              | 2849981                    | June 8, 2004             |
| IRON HORSE          | 1547268                    | July 11, 1989            |
| AMX XTREME          | 2374416                    | August 8, 2000           |

**Foreign Registrations**

| <u>Mark</u> | <u>Country</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|-------------|----------------|----------------------------|--------------------------|
| IRON HORSE  | Canada         | TMA397593                  | April 24, 1992           |
| IRON HORSE  | Taiwan         | 530545                     | August 1, 1991           |
| IRON HORSE  | Australia      | 963490                     | July 25, 2003            |

**United States Patent**

| <u>Title</u>                                  | <u>Patent Number</u> | <u>Issue Date</u> |
|---|----------------------|-------------------|
| BICYCLE FRAME HAVING TRIANGULAR REINFORCEMENT | 5,259,636            | 11/09/1993        |

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