

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bell Sports, Inc.		12/03/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 54			
Property Type	Number	Word Mark	
Registration Number:	2248034	SPORTS INSTRUMENTS	
Registration Number:	1927643	NO-MOR FLATS	
Registration Number:	1927085	ROC LOC	
Registration Number:	1859627	BLACKBURN	
Registration Number:	1676643	BELL HELMETS	
Registration Number:	1657322	MTN RACK	
Registration Number:	1558930	NO-MOR FLATS	
Registration Number:	1536238	MICROSHELL	
Registration Number:	1425610	MOTO	
Registration Number:	1416726	GIRO	
Registration Number:	1330653	BELL	
Registration Number:	1318998	FORCE FLOW	
Registration Number:	1322986	BELL	
Registration Number:	1368690	ROADSTAR	

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Registration Number:	3603186	BELL EXPRESS 15
Registration Number:	3370588	RACE. WIN. LIVE.
Registration Number:	3314307	RACE. WIN. LIVE.
Registration Number:	3604411	TRUE FIT
Registration Number:	815907	BELL
Registration Number:	3229127	RACESTAR
Registration Number:	3112899	
Registration Number:	3004287	
Registration Number:	3110343	
Registration Number:	3172165	
Registration Number:	3177965	
Registration Number:	3066652	STRETCHING MY POTENTIAL
Registration Number:	3066653	STRETCHING MY POTENTIAL
Registration Number:	3012121	SAVASA
Registration Number:	3012122	SAVASA
Registration Number:	3012120	SAVASA
Registration Number:	2874461	GET READY. GEAR UP!
Registration Number:	3030058	BELL
Registration Number:	2817306	BELL
Registration Number:	2869319	BELL
Registration Number:	2941575	BELL
Registration Number:	2881411	BELL
Registration Number:	2869318	BELL
Registration Number:	2642985	COPILOT
Registration Number:	2728153	COPILOT
Registration Number:	2542212	SMART FIT
Registration Number:	2369065	ALTA
Registration Number:	1559729	NO-MORFLATS
Registration Number:	1541697	GIRO
Registration Number:	3177964	BLACKBURN
Registration Number:	3106026	BLACKBURN
Registration Number:	3169584	BLACKBURN
Registration Number:	3294683	BLACKBURN
Registration Number:	3030870	AIRTIGHT TECHNOLOGY
Registration Number:	3110856	SPORTS INSTRUMENTS

Registration Number:	2793347	FLATBLOCKER
Registration Number:	2046795	SPORTS INSTRUMENTS
Registration Number:	1549649	ULTRALIGHT
Serial Number:	77737259	GIRO
Serial Number:	77017877	GIRO

#### CORRESPONDENCE DATA

Fax Number: (650)251-5002

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 650-251-5194

Email: jnull@stblaw.com

Correspondent Name: Keren Siman-Tov

Address Line 1: 2550 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509265/1476
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	12/17/2009

#### Total Attachments: 7

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of December 3, 2009 is made by Bell Sports, Inc., a California corporation, (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as Collateral Agent (the "Agent") for the Secured Parties, parties to the Revolving Credit Agreement, dated as of December 3, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Easton-Bell Sports, Inc., 4078624 Canada Inc., All-American Sports (Canada) Ltd., Bell Sports Canada, Inc., Easton Sports Canada, Inc., the Subsidiary Guarantors party thereto (collectively, the "Borrower"), the Lenders, the Agent as Administrative Agent and Collateral Agent, J.P. Morgan Securities Inc. and Wells Fargo Securities, LLC as Joint Bookrunners and Lead Arrangers, Bank of America, N.A. and Wells Fargo Bank as Co-Syndication Agents and U.S. Bank as Documentation Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain other subsidiaries of the Borrower have executed and delivered a U.S. Pledge and Security Agreement, dated as of December 3, 2009, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged, assigned and granted to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in the Collateral, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, on behalf of and for the ratable benefit of the Secured Parties, as follows:

Section 1.     Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

Section 2.     Grant of Security Interest. The Grantor hereby pledges and grants a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent on behalf of and for the ratable benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

Section 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the Canadian Intellectual Property Office. The security interest granted hereby has been granted to the Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Bell Sports, Inc.

By: Mark A. Tripp  
Name: Mark A. Tripp  
Title: Chief Financial Officer  
Date: December \_\_, 2009

JPMORGAN CHASE BANK, N.A., as  
Collateral Agent

By: Christy West  
Name: CHRISTY WEST  
Title: VP  
Date: 12/3/2009



**Schedule A****U.S. Trademark Registrations and Applications of Bell Sports, Inc.**

<b>COUNTRY</b>	<b>MARK</b>	<b>REGISTRATION OR SERIAL NO.</b>
United States	SPORTS INSTRUMENTS	2248034
United States	NO-MOR FLATS	1927643
United States	ROC LOC	1927085
United States	BLACKBURN	1859627
United States	BELL HELMETS	1676643
United States	MTN RACK	1657322
United States	NO-MOR FLATS	1558930
United States	MICROSHELL	1536238
United States	MOTO	1425610
United States	GIRO	1416726
United States	BELL	1330653
United States	FORCE FLOW	1318998
United States	BELL	1322986
United States	ROADSTAR	1368690
United States	BELL EXPRESS 15	3603186
United States	RACE. WIN. LIVE.	3370588
United States	RACE. WIN. LIVE.	3314307
United States	TRUE FIT	3604411
United States	BELL	815907
United States	RACESTAR	3229127
United States	Design Only	3112899
United States	Design Only	3004287
United States	Design Only	3110343
United States	Design Only	3172165
United States	Design Only	3177965
United States	STRETCHING MY POTENTIAL	3066652
United States	STRETCHING MY POTENTIAL	3066653
United States	SAVASA	3012121
United States	SAVASA	3012122
United States	SAVASA	3012120
United States	GET READY. GEAR UP!	2874461
United States	BELL	3030058
United States	BELL	2817306
United States	BELL	2869319
United States	BELL	2941575
United States	BELL	2881411
United States	BELL	2869318
United States	COPILOT	2642985
United States	COPILOT	2728153
United States	SMART FIT	2542212
United States	ALTA	2369065
United States	NO-MORFLATS	1559729
United States	GIRO	1541697
United States	GIRO	77737259
United States	BLACKBURN	3177964
United States	BLACKBURN	3106026

<u>COUNTRY</u>	<u>MARK</u>	<u>REGISTRATION OR SERIAL NO.</u>
United States	BLACKBURN	3169584
United States	BLACKBURN	3294683
United States	AIRTIGHT TECHNOLOGY	3030870
United States	SPORTS INSTRUMENTS	3110856
United States	FLATBLOCKER	2793347
United States	SPORTS INSTRUMENTS	2046795
United States	ULTRALIGHT	1549649
United States	GIRO	77017877

**Canadian Trademark Registrations and Applications of Bell Sports, Inc.**

<u>COUNTRY</u>	<u>MARK</u>	<u>REGISTRATION OR SERIAL NO.</u>
Canada	RACE. WIN. LIVE.	TMA736154
Canada	GIRO DESIGN	TMA652796
Canada	VISTALITE	TMA575608
Canada	BLACKBURN	TMA659466
Canada	SMART FIT	TMA558655
Canada	IS YOUR BRAIN WORTH PROTECTING?	TMA553554
Canada	NIGHTSTICK	TMA552541
Canada	SPEED COURAGE LUCK	TMA507331
Canada	COURAGE FOR YOUR HEAD	TMA523385
Canada	SPOKE-HEDZ	TMA502750
Canada	COPPER CANYON CYCLING	TMA501435
Canada	MOTO	TMA391437
Canada	GIRO DESIGN	TMA353128
Canada	BELL DESIGN	TMA290478
Canada	BELL	TMA159442
Canada	GIRO	1448276