

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pacific Cycle Inc.		07/15/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Dorel Hungary Kft Luxembourg Branch
Street Address:	16 Avenue Pasteur
City:	L-2310 Luxembourg
State/Country:	LUXEMBOURG
Entity Type:	COMPANY: LUXEMBOURG

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1762027	BICYCLES IRON HORSE
Registration Number:	3044023	PT
Registration Number:	3044024	WORRIOR
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.
 Phone: 312-258-5724
 Email: cbollinger@schiffhardin.com
 Correspondent Name: Chris L. Bollinger
 Address Line 1: P.O. Box 06079

CH \$240.00 1762027

Address Line 2: Schiff Hardin LLP
Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER: 17647-0061

DOMESTIC REPRESENTATIVE

Name: Pacific Cycle Inc.
Address Line 1: 4902 Hammersley Road
Address Line 2: Attn: Robert Silvis
Address Line 4: Madison, WISCONSIN 53711

NAME OF SUBMITTER: Chris L. Bollinger

Signature: /Chris L. Bollinger/

Date: 01/29/2010

Total Attachments: 5
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Agreement”) is made and entered into as of the July 15, 2009 (the “Effective Date”), by and between Pacific Cycle Inc., a Delaware corporation, with its principal place of business at 4902 Hammersley Road, Madison, WI 53711, U.S.A., (“Assignor”), and Dorel Hungary Kft Luxembourg Branch, a Branch duly incorporated under the laws of Luxembourg, with its registered office at 16 Avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg (“Assignee”).

WHEREAS, Assignor has entered into a group of conveyances and agreements with Iron Horse Bicycle Company, Inc. and Iron Horse Bicycle Company LLC (collectively “Iron Horse”) under which Assignor acquired inventory, copyrights, domain names, trademarks, intellectual property and other assets related to Iron Horse’s business, including the goodwill related thereto;

WHEREAS, Assignor and Assignee are desirous of assigning Assignor’s rights in the patents and registered trademarks set forth on Schedule A (the “Intellectual Property Assets”) to Assignee;

WHEREAS, the purposes for which the parties are desirous of assigning Assignor’s Intellectual Property Assets to Assignee are to have Assignee engage in the business of: (a) developing, maintaining and protecting a centralized intellectual property portfolio; (b) branding, licensing and establishing guidelines for proper internal and external usage of such intellectual property; and (c) policing and enforcing proper internal and external usages of such intellectual property.

NOW, THEREFORE, for the consideration recited in Schedule B and other valuable and legally sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, convey, assign and transfer to Assignee the entire right, title and interest in, to and under all Intellectual Property Assets together with the goodwill of the business symbolized by such Intellectual Property Assets, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such Intellectual Property 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 Agreement and transfer had not been made.
2. 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 Intellectual Property 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.
3. The terms and covenants of this Agreement shall inure to the benefit of the Assignee, its successors and assigns and other legal representatives, and shall be binding upon Assignor, its respective heirs, legal representatives and assigns.
4. Assignor hereby requests that the appropriate patent, trademark or other government offices record this Agreement and issue a new certificate of registration in the Assignee’s name.

5. This Agreement may be executed in multiple counterparts, which may be transmitted via facsimile, each of which shall be an original and all of which when taken together shall constitute one and the same instrument. In the event any provision in this Agreement shall be deemed invalid, illegal or unenforceable, generally or in particular jurisdiction or circumstance, the validity, legality and enforceability of the remaining provisions hereof and of such provisions in other jurisdictions and circumstances, shall not in any way be affected or impaired thereby and the parties shall replace such invalid, illegal or unenforceable provision with a valid, legal and enforceable provision which has as nearly as possible the same intent and effect as the invalid, illegal or unenforceable provision.

[SIGNATURE PAGE FOLLOWS]

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

PACIFIC CYCLE INC.

DOREL HUNGARY KFT LUXEMBOURG BRANCH

By: Alice Tillett

By: _____

Its: President

Its: _____

STATE OF Wisconsin)
) SS:
COUNTY OF Dane)

STATE OF _____)
) SS:
COUNTY OF _____)

On this 15th day of July, 2009, before me appeared Alice Tillett, who, being by me duly sworn, did say that he/she is the President of ASSIGNOR, 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 ("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 ___ day of _____, 2009, before me appeared _____, who, being by me duly sworn, did say that he/she is the _____ of ASSIGNEE, a Hungarian company, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ("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 Danna Dueck

Notary Public _____

My commission expires: 3/4/12

My commission expires: _____



SCHEDULE A

INTELLECTUAL PROPERTY 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
WORRIOR	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