

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GMAC Commercial Finance Corporation Canada		05/26/2010	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Groupe Procycle Inc.		
<b>Street Address:</b>	9095 25th Avenue		
<b>City:</b>	Saint-Georges		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	G6A 1A1		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2622863	MIELE	
Registration Number:	2894161	EVOX	
Registration Number:	2824462	BALFA	
Registration Number:	1723601	BLIZZARD	
Registration Number:	2720630	BODYGUARD	
Registration Number:	0934405	BODYGUARD	
Registration Number:	2403911	ELEMENT	
Registration Number:	2909518	ETSX	
Registration Number:	2790071	EXCURSION	
Registration Number:	1890990	FUSION	
Registration Number:	1747020	HAMMER	
Registration Number:	2454661	INSTINCT	
Registration Number:	2572676	JUSTGO	
Registration Number:	2560970	LATITUDE	

OP \$690.00 2622863

Registration Number:	2723349	
Registration Number:	2475249	PIPELINE
Registration Number:	2479760	REAPER
Registration Number:	2671261	RIDE THE DIFFERENCE
Registration Number:	3025054	RMX
Registration Number:	2189228	ROCKY MOUNTAIN
Registration Number:	2735220	SLAYER
Registration Number:	3037067	SOLO
Registration Number:	2170742	SOUL
Registration Number:	2549512	TEAM ONLY
Registration Number:	2368820	THIN AIR
Registration Number:	1929777	VERTEX
Registration Number:	2521876	WHEELTECH

**CORRESPONDENCE DATA**

Fax Number: (416)865-7048  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: sharon.groom@mcmillan.ca  
 Correspondent Name: McMillan LLP  
 Address Line 1: 181 Bay Street, Suite 4400  
 Address Line 4: Toronto, CANADA M5J 2T3

**DOMESTIC REPRESENTATIVE**

Name:  
 Address Line 1:  
 Address Line 2:  
 Address Line 3:  
 Address Line 4:

NAME OF SUBMITTER:	/Sharon Groom c/o McMillan LLP/
Signature:	/Sharon Groom/
Date:	08/24/2010

Total Attachments: 30  
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May 26, 2010

**WELLS FARGO CAPITAL FINANCE CORPORATION CANADA**

1 Place Ville Marie, Suite 2022  
Montreal, Quebec H3B 2C4

- AND -

**GROUPE PROCYCLE INC.**

9095 25<sup>th</sup> Avenue  
Saint-Georges, Quebec G6A 1A1

- AND -

**FAUCHER INDUSTRIES INC.**

6363 Grandes-Prairies Boulevard  
Montreal, Quebec H1P 1A5

Dear Sirs/Mesdames:

**RE: GROUPE PROCYCLE INC. ("Procycle") AND FAUCHER INDUSTRIES INC.  
("Faucher" and together with Procycle, collectively, the "Company")**

GMAC Commercial Finance Corporation – Canada ("GMAC") has been advised by the Company that Wells Fargo Capital Finance Corporation Canada (the "**Lender**") will be making certain credit facilities available to the Company pursuant to certain loan and security documents between the Company and the Lender, which credit facilities will be secured by, *inter alia*, security on the property and assets of the Company.

It is the understanding of GMAC that a portion of the proceeds of the said financing will be used to repay the outstanding indebtedness of Procycle, Faucher and Canadian Cycling Company Inc. (collectively the "**Borrowers**") to GMAC, including, without limitation, all "Obligations" (as such term is defined under the Credit Agreement dated March 30, 2006 between GMAC and the Borrowers). In connection with the financing with GMAC, GMAC obtained various guarantees, undertakings and other security documents as identified in Schedule A and established the blocked accounts set forth in Schedule A (the "**Blocked Accounts**"). The total aggregate principal balance, accrued interest, fees and reimbursable expenses, if any, due to GMAC by the Borrowers as of the date hereof is Cdn\$10,852,806.87 plus US\$3,347,419.98 (collectively, the "**Payout Amount**").

In addition to the Payout Amount, the Company agrees to provide GMAC with a reserve of Cdn\$5,000.00 (the "**Reserve**") to cover fees and expenses. The Company acknowledges and agrees that the Reserve will be reimbursed within 30 days of the receipt of the Payout Amount

Payout Letter - GMAC

less any expenses and fees incurred by GMAC during that period and not previously included in the Payout Amount.

In consideration of, and conditional upon, the payment in full of:

(i) the Payout Amount as follows:

Cdn\$10,852,806.87 plus US\$3,347,419.98; plus

(ii) the Reserve;

all to be wired in good funds to the account coordinates outlined in Schedule B no later than 4 p.m. on May 27, 2010:

GMAC hereby: (i) acknowledges and agrees that payment of the Payout Amount constitutes payment in full of the indebtedness and obligations of the Borrowers to GMAC, (ii) represents and confirms that it has no credit arrangements with, loans outstanding to, guarantees by, or security interests, hypothecs or liens against the Borrowers, or Gestion R.A.D. Inc., Gestion Immobilière RAD Inc. and Gestion Pro-Vélo Inc., being the guarantors of the obligations of the Borrowers towards GMAC (the "**Guarantors**") or their real or immovable, personal or movable property other than as listed in Schedule A attached hereto, provided that the only obligation of GMAC in respect of any security interest, hypothecs, liens or guarantees or registrations inadvertently omitted from Schedule A will be to deliver additional discharges as herein provided upon request of the Lender or the Company and at the expense of the Company, (iii) releases all security interests, hypothecs, liens and guarantees and any rights relating to such security interests, hypothecs, liens and guarantees granted by the Borrowers, the Guarantors or by any other person in respect of the obligations of the Borrowers and currently held by or for the benefit of GMAC including those set forth in Schedule A (all of the foregoing collectively referred to as the "**Security**"), (iv) releases any interest it may hold in the Blocked Accounts and in the insurance policies of the Borrowers or any Guarantor including, without limitation, those listed in Schedule A, and (v) acknowledges that all of its agreements with the Borrowers or any Guarantor (collectively, the "**Agreements**") have terminated and that, except as indicated herein, the Borrowers and the Guarantors have no further liabilities or obligations under the Agreements, (vi) undertakes to transmit to the Royal Bank of Canada a Notice of Termination of Blocked Accounts, in the form of Schedule D hereto and dated as of the date hereof, and (vii) undertakes to transfer to the Lender in accordance with the wiring instructions set forth in Schedule C hereto, not later than the business day following receipt thereof, any amounts received on or after the date hereof pursuant to a transfer of funds from the Blocked Accounts.

GMAC agrees to execute and deliver to the Lender and the Company, at the expense of the Company, all required termination statements, releases, discharges or other agreements as the Lender or the Company may reasonably request in connection with the release of the Security. As regard the Security registered in jurisdictions other than Québec and only upon receiving the written authorization from Thomas Maiale to do so but in no event before the receipt of the Payout Amount by GMAC, GMAC hereby authorizes the law firm of McMillan LLP or such law firm as is designated by McMillan LLP to execute all termination statements, releases, discharges or other agreements evidencing the release of the Security.

By their signatures below, the Company and the Lender hereby solidarily agree to indemnify and hold GMAC harmless from and against all damages incurred or losses sustained by it, including any expenses and fees incidental thereto, as a result of payment to GMAC of all cheques, other payment instruments or items (whether physical or electronic) (collectively "**Collection Item**") which have previously been credited by GMAC to any account(s) of the Borrowers and which may, at any time in the future be dishonoured for payment or unpaid and charged back to such account(s) or to GMAC or the setting aside, reimbursement or disgorgement of any account receivable which has previously been credited by GMAC to any account(s) of the Borrowers and which is determined by a final judgment of a competent court to constitute a preference under any applicable bankruptcy or insolvency legislation.

The Company and the Lender solidarily agree to reimburse and pay any such amounts to GMAC within five (5) days of a demand therefor, provided, however, that the Lender will not have any indemnification or reimbursement obligation with respect to any such demand made pursuant to the preceding paragraph not made within one hundred and twenty (120) days from the date hereof. The indemnification and reimbursement obligation of the Company will continue until such time as all amounts referred to in the preceding paragraph have been paid to GMAC. Upon payment by the Lender to GMAC of any amounts pursuant to the preceding paragraph, GMAC will assign to the Lender, without warranty or recourse of any nature whatsoever except as to its own acts and deeds, all rights in and into the Collection Item in respect of which the payment was made.

By their signatures below, each of the Borrowers and the Guarantors hereby confirm the termination of the Agreements upon payment in full of the Payout Amount and release and discharge GMAC from all claims, demands, suits, actions, debts, promises, obligations, liabilities, damages, accounts and proceedings of any nature whatsoever, in law or in equity, known or unknown, that any of them at any time had or have or that any of them or their successors or assigns hereafter may have against GMAC by reason of any act, cause, matter or thing whatsoever arising out of or in connection with the Agreements, the Security or otherwise relating to the financing arrangements between GMAC and the Borrowers.

The present Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

The parties have requested that the present Agreement be drafted in English / *Les parties ont exigé que la présente entente soit rédigée en anglais.*

*(signatures on next page)*

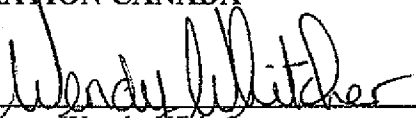
Yours truly,

**GMAC COMMERCIAL FINANCE  
CORPORATION - CANADA**

By: Thomas Maiale  
Name: Thomas Maiale  
Title: Director  
(Authorized signatory)


The undersigned hereby confirm and agree to the foregoing.

**WELLS FARGO CAPITAL FINANCE  
CORPORATION CANADA**

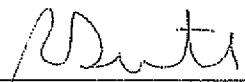
By:   
Name: Wendy Whitcher  
Title: Vice-President  
(Authorized signatory)



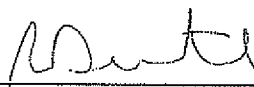
**GROUPE PROCYCLE INC.**

By:   
Name: Raymond Dutil  
Title: President  
(Authorized signatory)


**FAUCHER INDUSTRIES INC.**

By:   
Name: Raymond Dutil  
Title: President  
(Authorized signatory)

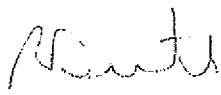
**CANADIAN CYCLING COMPANY INC.**

By:   
Name:  
Title: *President*  
(Authorized signatory)

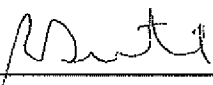
**GESTION R.A.D. INC.**

By:   
Name: Raymond Dutil  
Title: President  
(Authorized signatory)

**GESTION IMMOBILIÈRE RAD INC.**

Per:   
Name: Raymond Dutil  
Title: President  
(Authorized signatory)

**GESTION PRO-VÉLO INC.**

By:   
Name:  
Title: *President*  
(Authorized signatory)

**Schedule A**

**BLOCKED ACCOUNTS:**

**Groupe Procycle Inc.:**

Canadian Dollar Account:

Royal Bank of Canada

Transit 07731

Account No. 100-689-9

U.S. Dollar Account:

Royal Bank of Canada

Transit 07731

Account No. 400-182-2

**Faucher Industries Inc.:**

Canadian Dollar Account:

Royal Bank of Canada

Transit 08801

Account No. 100-045-4

U.S. Dollar Account:

Royal Bank of Canada

Transit 08801

Account No. 400-129-3

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**SECURITY:**

**REGISTRATIONS IN THE PROVINCE OF QUEBEC**

*Register of Personal and Movable Real Rights*

- **GROUPE PROCYCLE INC. ("Procycle")**
- **FAUCHER INDUSTRIES INC. ("Faucher")**
- **CANADIAN CYCLING COMPANY INC./ COMPAGNIE CANADIENNE DE CYCLES INC. ("CCC")**
- **GESTION IMMOBILIERE RAD INC. ("Immobilière")**
- **GESTION PRO-VELO INC. ("Pro-Velo")**
- **GESTION R.A.D. INC. ("Gestion")**

	<b>Grantor</b>	<b>Registration No.</b>	<b>Date</b>	<b>Nature of right</b>
1.	Procycle	06-0153204-0002	2006-03-27	<b>Conventional Hypothec Without Delivery</b> in the amount of \$12 Million (all present and future movable property – to secure "Costs" under GMAC's hypothec);  <b><u>Rectification</u></b> registered on May 19, 2006 under number 06-0282144-0001 whereby various trademarks have been added and deleted from the description of the property;
2.	Procycle	06-0153204-0001	2006-03-27	<b>Conventional Hypothec Without Delivery</b> in the amount of \$60 Million (all present and future movable property);  <b><u>Rectification</u></b> registered on May 19, 2006 under number 06-0282144-0001 whereby various trademarks have been added and deleted from the description of the property;
3.	Faucher	06-0153204-0006	2006-03-27	<b>Conventional Hypothec Without Delivery</b> in the amount of \$12 Million (all present and future incorporeal property and inventory – to secure "Costs" under GMAC's hypothec);  <b><u>Note:</u></b> The charged property excludes all corporeal property other than inventory;
4.	Faucher	06-0153204-0005	2006-03-27	<b>Conventional Hypothec Without Delivery</b> in the amount of \$60 Million (all present and future incorporeal property and inventory);

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				<b>Note:</b> The charged property excludes all corporeal property other than inventory;
5.	CCC	06-0153204-0004	2006-03-27	<p><b>Conventional Hypothec Without Delivery</b> in the amount of \$12 Million (all present and future movable property – to secure “Costs” under GMAC’s hypothec);</p> <p><b>Rectification</b> registered on May 19, 2006 under number 06-0282144-0002 whereby a trademark is added to the description of the property;</p>
6.	CCC	06-0153204-0003	2006-03-27	<p><b>Conventional Hypothec Without Delivery</b> in the amount of \$60 Million (all present and future movable property);</p> <p><b>Rectification</b> registered on May 19, 2006 under number 06-0282144-0002 whereby a trademark is added to the description of the property;</p>
7.	Immobilière	06-0153426-0003	2006-03-27	<p><b>Conventional Hypothec Without Delivery</b> in the amount of \$60 Million (all accounts receivable, debts, claims, etc. owing to the Grantor from any or all of Groupe Procycle Inc., Faucher Industries Inc. and Canadian Cycling Company Inc.);</p>
8.	Pro-Velo	06-0153426-0002	2006-03-27	<p><b>Conventional Hypothec Without Delivery</b> in the amount of \$60 Million (all accounts receivable, debts, claims, etc. owing to the Grantor from any or all of Groupe Procycle Inc., Faucher Industries Inc. and Canadian Cycling Company Inc.);</p>
9.	Gestion	06-0153426-0001	2006-03-27	<p><b>Conventional Hypothec Without Delivery</b> in the amount of \$60 Million (all accounts receivable, debts, claims, etc. owing to the Grantor from any or all of Groupe Procycle Inc., Faucher Industries Inc. and Canadian Cycling Company Inc.);</p>

**REGISTRATIONS IN THE PROVINCE OF BRITISH COLUMBIA**

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***Personal Property Security Act, British Columbia***

- **GROUPE PROCYCLE INC. (“Procycle”)**
  - **FAUCHER INDUSTRIES INC. (“Faucher”)**
  - **CANADIAN CYCLING COMPANY INC./ COMPAGNIE CANADIENNE DE CYCLES INC. (“CCC”)**
- (a) a Financing Statement with respect to Procycle registered under the provisions of the *Personal Property Security Act*, British Columbia, on March 23, 2006 as registration number 906888C, Control no. B7232840;
- (b) a Financing Statement with respect to Faucher registered under the provisions of the *Personal Property Security Act*, British Columbia, on March 23, 2006 as registration number 906907C, Control no. B7232392;
- (c) a Financing Statement with respect to CCC registered under the provisions of the *Personal Property Security Act*, British Columbia, on March 23, 2006 as registration number 906892C, Control no. B7232863.

**REGISTRATIONS IN THE PROVINCE OF ALBERTA**

***Personal Property Security Act, Alberta***

- **GROUPE PROCYCLE INC. (“Procycle”)**
  - **FAUCHER INDUSTRIES INC. (“Faucher”)**
  - **CANADIAN CYCLING COMPANY INC./ COMPAGNIE CANADIENNE DE CYCLES INC. (“CCC”)**
- (a) a Financing Statement with respect to Procycle registered under the provisions of the *Personal Property Security Act*, Alberta, on March 23, 2006 as registration number 06032327501, Submitted Control no. XR5169643, Reference no. 32-145942;
- (b) a Financing Statement with respect to Faucher registered under the provisions of the *Personal Property Security Act*, Alberta, on March 23, 2006 as registration number 06032327626, Submitted Control no. XR5169714, Reference no. 32-145942;
- (c) a Financing Statement with respect to CCC registered under the provisions of the *Personal Property Security Act*, Alberta, on March 23, 2006 as registration number 06032327469, Submitted Control no. XR5169685, Reference no. 32-145942.

**REGISTRATIONS IN THE PROVINCE OF SASKATCHEWAN**

*Personal Property Security Act, Saskatchewan*

- **GROUPE PROCYCLE INC. ("Procycle")**
- **CANADIAN CYCLING COMPANY INC./ COMPAGNIE CANADIENNE DE CYCLES INC. ("CCC")**

- (a) a Financing Statement with respect to Procycle registered under the provisions of the *Personal Property Security Act*, Saskatchewan, on March 24, 2006 as registration number 300012969, RIN no. 22737;
- (b) a Financing Statement with respect to CCC registered under the provisions of the *Personal Property Security Act*, Saskatchewan, on March 24, 2006 as registration number 300013332, RIN no. 22737.

**REGISTRATIONS IN THE PROVINCE OF MANITOBA**

*Personal Property Security Act, Manitoba*

- **GROUPE PROCYCLE INC. ("Procycle")**
- **CANADIAN CYCLING COMPANY INC./ COMPAGNIE CANADIENNE DE CYCLES INC. ("CCC")**

- (a) a Financing Statement with respect to Procycle registered under the provisions of the *Personal Property Security Act*, Manitoba, on March 24, 2006 as registration number 200604849607;
- (b) a Financing Statement with respect to CCC registered under the provisions of the *Personal Property Security Act*, Manitoba, on March 24, 2006 as registration number 200604851008.

**REGISTRATIONS IN THE PROVINCE OF ONTARIO**

*Personal Property Security Act, Ontario*

- **GROUPE PROCYCLE INC. ("Procycle")**
- **FAUCHER INDUSTRIES INC. ("Faucher")**

- **CANADIAN CYCLING COMPANY INC./ COMPAGNIE CANADIENNE DE CYCLES INC. ("CCC")**

- (a) a Financing Statement with respect to Procycle registered under the provisions of the *Personal Property Security Act*, Ontario, on March 24, 2006 as registration number 20060324 1203 1793 2883, Reference File no. 623651337;
- (b) a Financing Statement with respect to Faucher registered under the provisions of the *Personal Property Security Act*, Ontario, on March 24, 2006 as registration number 20060324 1202 1793 2881, Reference File no. 623651301;
- (c) a Financing Statement with respect to CCC registered under the provisions of the *Personal Property Security Act*, Ontario, on March 24, 2006 as registration number 20060324 1201 1793 2880, Reference File no. 623651292.

**REGISTRATIONS IN THE PROVINCE OF NEW BRUNSWICK**

*Personal Property Security Act, New Brunswick*

- **GROUPE PROCYCLE INC. ("Procycle")**
- **CANADIAN CYCLING COMPANY INC./ COMPAGNIE CANADIENNE DE CYCLES INC. ("CCC")**

- (a) a Financing Statement with respect to Procycle registered under the provisions of the *Personal Property Security Act*, New Brunswick, on March 24, 2006 as registration number 13334362, File No. NS20014-21;
- (b) a Financing Statement with respect to CCC registered under the provisions of the *Personal Property Security Act*, New Brunswick, on March 24, 2006 as registration number 13334453, File No. NS20014-21.

**REGISTRATIONS IN THE PROVINCE OF NOVA SCOTIA**

*Personal Property Security Act, Nova Scotia*

- **GROUPE PROCYCLE INC. ("Procycle")**
- **CANADIAN CYCLING COMPANY INC./ COMPAGNIE CANADIENNE DE CYCLES INC. ("CCC")**

- (a) a Financing Statement with respect to Procycle registered under the provisions of the *Personal Property Security Act*, Nova Scotia, on March 24, 2006 as registration number 10811081, File No. NS20014-21;

Payout Letter - GMAC

- (b) a Financing Statement with respect to CCC registered under the provisions of the *Personal Property Security Act*, Nova Scotia, on March 24, 2006 as registration number 10811131, File No. NS20014-21.

**REGISTRATIONS IN THE PROVINCE OF PRINCE EDWARD ISLAND**

*Personal Property Security Act, Prince Edward Island*

- **GROUPE PROCYCLE INC. ("Procycle")**
- **CANADIAN CYCLING COMPANY INC./ COMPAGNIE CANADIENNE DE CYCLES INC. ("CCC")**

- (a) a Financing Statement with respect to Procycle registered under the provisions of the *Personal Property Security Act*, Prince Edward Island, on March 24, 2006 as registration number 1561982, File No. NS20014-21;
- (b) a Financing Statement with respect to CCC registered under the provisions of the *Personal Property Security Act*, Prince Edward Island, on March 24, 2006 as registration number 1562017, File No. NS20014-21.

**REGISTRATIONS IN THE PROVINCE OF NEWFOUNDLAND/LABRADOR**

*Personal Property Security Act, Newfoundland and Labrador*

- **GROUPE PROCYCLE INC. ("Procycle")**
- **CANADIAN CYCLING COMPANY INC./ COMPAGNIE CANADIENNE DE CYCLES INC. ("CCC")**

- (a) a Financing Statement with respect to Procycle registered under the provisions of the *Personal Property Security Act*, Newfoundland and Labrador, on March 24, 2006 as registration number 4811190, File No. NS20014-21;
- (b) a Financing Statement with respect to CCC registered under the provisions of the *Personal Property Security Act*, Newfoundland and Labrador, on March 24, 2006 as registration number 4811207, File No. NS20014-21.

**REGISTRATIONS IN THE UNITED STATES OF AMERICA**

*Uniform Commercial Code, District of Columbia*

- **GROUPE PROCYCLE INC. ("Procycle")**

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- **FAUCHER INDUSTRIES INC. ("Faucher")**
- **CANADIAN CYCLING COMPANY INC./ COMPAGNIE CANADIENNE DE CYCLES INC. ("CCC")**

- (a) registration of a *UCC* Financing Statement in the District of Columbia on March 29, 2006 under file number 2006041000 with respect to Procycle;
- (b) registration of a *UCC* Financing Statement in the District of Columbia on March 29, 2006 under file number 2006041001 with respect to Faucher;
- (c) registration of a *UCC* Financing Statement in the District of Columbia on March 29, 2006 under file numbers 2006041002, 2006041003 and 2006041004 with respect to CCC.

**TRADE-MARKS FILED WITH THE CANADIAN REGISTRAR OF TRADE-MARKS**

*Canadian Intellectual Property Office*

- **GROUPE PROCYCLE INC. ("Procycle")**
- **FAUCHER INDUSTRIES INC. ("Faucher")**
- **CANADIAN CYCLING COMPANY INC./ COMPAGNIE CANADIENNE DE CYCLES INC. ("CCC")**

- (a) Pursuant to a General Security and Hypothecation Agreement between GMAC Procycle with respect to the following trade-marks:

<u>Trademark</u>	<u>Country</u>	<u>TMA Registration No.</u>
ECCO	Canada	512,653
BIKE BUDDY	Canada	513,226
CHAOS	Canada	505,785
RIPTIDE	Canada	508,038
MIELE&Dessin	Canada	346,964
MIELE	Canada	346,965
MIELE&Dessin	Canada	355,772
QUAZAR	Canada	590,087
VOLT	Canada	565,195
AERO	Canada	293,467
ALPIN	Canada	285,930
APPALACHE	Canada	292,538
BANFF	Canada	365,299
BOBCAT	Canada	215,378
BREEZE	Canada	236,459
BRUTUS	Canada	282,730
CAMELEON	Canada	285,931

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CAN AM	Canada	306,197
CANDI	Canada	306,737
CANYON EXPRESS	Canada	306,228
CAVALIER	Canada	296,420
CITY EXPRESS	Canada	378,582
CLASSIQUE	Canada	282,008
COBRA	Canada	202,028
COMMUTER	Canada	390,684
COMPACT	Canada	307,994
MUSTANG	Canada	563,834
CROSS-COUNTRY	Canada	UCA14194
DBS	Canada	383,881
ELEKTRON	Canada	500,495
ELITE	Canada	205,023
EMPIRE	Canada	312,857
ESCAPADE	Canada	271,410
EXPRESS	Canada	292,149
FALCON	Canada	UCA04451
FLAIR	Canada	202,042
FOX	Canada	307,995
GUIDE	Canada	274,633
HEAT	Canada	487,058
HELIUM	Canada	488,123
ISS	Canada	399,450
JASPER	Canada	297,123
LAGUNA	Canada	269,377
LE COMPAGNON	Canada	303,996
MARAUDER	Canada	202,035
MARLIN	Canada	309,641
MIKADO	Canada	475,550
MISTY	Canada	311,510
MONZA	Canada	236,456
MOUNTAIN WERKS	Canada	395,619
NAVIGATOR	Canada	488,122
NORTHLAND	Canada	441,572
ORIENT EXPRESS	Canada	306,226
ORYX	Canada	474,692
ORYX	Canada	471,166
PROCYCLE	Canada	438,928
PROCYCLE	Canada	471,498
PRESTIGE	Canada	271,409
PRINCESSE	Canada	315,982
PRO RACING	Canada	308,800
PURSUIT	Canada	202,034
RAGE	Canada	447,164
RAIDER	Canada	306,736
RAINBOWS	Canada	310,692

REBEL	Canada	230,831
ROTTWEILLER	Canada	441,903
ROUTIER	Canada	285,286
SEVILLE	Canada	245,113
SHOCKWAVE	Canada	488,121
SWEETHEARTS	Canada	306,738
TARGA	Canada	414,296
TOUR DE FRANCE	Canada	320,552
TOUR DU MONDE	Canada	316,660
TWISTER	Canada	487,768
URBAN EXPRESS	Canada	306,227
V DESSIN	Canada	301,960
VELOCARE	Canada	397,185
VELOCLUB	Canada	308,663
VELO SPORT	Canada	306,320
VELOTECH	Canada	306,225
VOODOO	Canada	246,600
X HEAT	Canada	492,260
REVENGE	Canada	565,365
NUOVO	Canada	567,598
RIOT	Canada	567,625
AUSSY	Canada	588,829
QUETZAL	Canada	574,425
ENERGY	Canada	494,381
TABU	Canada	588,933
MARBLE	Canada	588,934
BALFA	Canada	584,895
ECHO	Canada	607,672
STYLUS	Canada	588,831
STALLION	Canada	588,806
SWINGER	Canada	588,810
MADHATTER	Canada	588,800
EMPORIA	Canada	588,718
BIKEXSTRAS	Canada	(Application # 1,155,135)
BLIZZARD	Canada	371,038
EVOX	Canada	604,970
LATITUDE	Canada	541,992
MAGELLAN	Canada	539,431
NEWTON	Canada	578,934
PHANTOM	Canada	237,274
POLAR HEAT	Canada	421,621
ROYAL KNIGHT	Canada	288,646
SUPRA	Canada	288,026
SWITCH	Canada	663,451
VMX	Canada	288,028
ALTITUDE	Canada	429,690
BODYGUARD	Canada	587,629

BODYGUARD & Dessin	Canada	183,076
CARDIAC	Canada	465,241
EDGE	Canada	417,993
ELEMENT	Canada	513,330
EQUIPE	Canada	368,273
ETSX	Canada	602,351
EXCURSION	Canada	557,740
EXPERIENCE	Canada	565,194
FAT CITY FLYER	Canada	326,892
FUSION	Canada	368,715
GET FIT	Canada	302,568
GYM TECH DESIGN	Canada	313,579
HAMMER	Canada	368,716
HEAVEN	Canada	514,490
INSTINCT	Canada	515,761
HEART (dessin)	Canada	604,558
LOGO RMB	Canada	543,679
LOVE THE RIDE	Canada	644,497
METRO	Canada	368,718
OXYGEN	Canada	486,452
PIPELINE	Canada	545,180
REAPER	Canada	557,472
RIDE THE DIFFERENCE	Canada	584,617
RM6	Canada	552,423
RM9	Canada	543,657
RMX	Canada	624,506
ROCKY	Canada	663,908
ROCKY MOUNTAIN	Canada	565,427
ROCKY MOUNTAIN BICYCLES	Canada	318,010
ROCKY MTN	Canada	549,412
ROUTE 66	Canada	543,930
SHERPA	Canada	543,808
SLAYER	Canada	563,957
SOLO	Canada	634,151
SOUL	Canada	486,454
SPEED	Canada	486,453
SPICE	Canada	486,162
THIN AIR	Canada	513,321
THRUSTLINK	Canada	546,259
TURBO	Canada	252,997
VAPOR	Canada	515,742
VERTEX	Canada	463,217
WHEELTECH	Canada	344,547

- (b) Pursuant to a General Security and Hypothecation Agreement between GMAC and Faucher with respect to the following trade-marks:

Payout Letter - GMAC

<u>Trademark</u>	<u>Country</u>	<u>TMA Registration No.</u>
F (& Design)	Canada	392,862
FAUCHER (& Design)	Canada	379,593
SERIE 777 (& Design)	Canada	277,958

- (c) Pursuant to a General Security and Hypothecation Agreement between GMAC and CCC with respect to the following trade-marks:

<u>Trademark</u>	<u>Country</u>	<u>TMA Registration No.</u>
PERFECT-FIT	Canada	635,418
QUICK-FIT	Canada	634,988
AIR SUPPLY	Canada	634,987
ADJUST-A-FIT	Canada	634,989
AQUAPACK	Canada	(Application # 1,170,497)

**TRADE-MARKS FILED WITH THE U.S. PATENT AND TRADEMARK OFFICE**

*Assignment Division of the United States Patent and Trademark Office*

- **GROUPE PROCYCLE INC. ("Procycle")**

- (a) Pursuant to a General Security and Hypothecation Agreement between GMAC Procycle with respect to the following trade-marks:

<u>Trademark</u>	<u>Country</u>	<u>TMA Registration No.</u>
MIELE	USA	2,622,863
ELEKTRON	USA	2,239,562
EVOX	USA	2,894,161
BALFA	USA	2,824,462
EQUIPE	USA	1,751,179
MIKADO	USA	2,136,475
ORYX	USA	2,175,894
VELO SPORT	USA	1,467,968
BLIZZARD	USA	1,723,601
BODYGUARD	USA	2,720,630
BODYGUARD & Dessin	USA	934,405
CARDIAC	USA	2,048,762
ELEMENT	USA	2,403,911
ELEVATION	USA	2,504,655
EQUIPE	USA	1,751,179
ETSX	USA	2,909,518
EXCURSION	USA	2,790,071

FUSION	USA	1,890,990
HAMMER	USA	1,747,020
INSTINCT	USA	2,454,661
JustGo	USA	2,572,676
LATITUDE	USA	2,560,970
LOGO COEUR	USA	2,723,349
LOGO COEUR	USA	2,723,349
OXYGEN	USA	2,232,329
PIPELINE	USA	2,475,249
REAPER	USA	2,479,760
RIDE THE DIFFERENCE	USA	2,671,261
RM9	USA	2,443,973
RMX	USA	3,025,054
ROCKY MOUNTAIN	USA	2,189,228
SLAYER	USA	2,735,220
SOLO	USA	3,037,067
SOUL	USA	2,170,742
SPICE	USA	2,172,262
TEAM ONLY	USA	2,549,512
THIN AIR	USA	2,368,820
THRUSTLINK	USA	2,251,596
VERTEX	USA	1,929,777
WHEELTECH	USA	2,521,876

**Schedule B**

**WIRE TRANSFER INSTRUCTIONS - GMAC**

Operating Instructions:	Canadian Payments (US \$ only)
Payment Instructions:	Fedwire
Bank Name:	Bank of America National Trust and Savings Association
Bank Address:	New York, NY (BOFAUS3N)
ABA Number:	026-009-593
Account Name:	TD Bank (Swift Code: TDOMCATTOR)
For Further Credit To:	TD Canada Trust
Bank Address:	433 Chabanel, Montreal, Quebec Transit # 42801
Beneficiary:	GMAC Commercial Finance LLC – Structured Finance Division 1290 Avenue of the Americas 3 <sup>rd</sup> floor, New York, NY 10104
Account Number:	0111-7320578
Reference:	Groupe Procycle/Faucher Industries

Operating Instructions:	Canadian Payments (CDN \$ only)
Bank Name:	The Toronto-Dominion Bank (Swift Code: TDOMCATT)
Bank Address:	433 Chabanel, Montreal, Quebec Transit # 42801
Account Name:	GMAC Commercial Finance LLC – Structured Finance Division 1290 Avenue of the Americas 3 <sup>rd</sup> floor, New York, NY 10104
Account Number:	0111-5216849
Reference:	Groupe Procycle/Faucher Industries

**Schedule C**

**WIRE TRANSFER INSTRUCTIONS - LENDER**

**Canadian Dollar Account:**

Bank of Montreal

Transit No. 00022

Account No. 1258-246

**U.S. Dollar Account:**

Bank of Montreal

Transit No. 00022

Account No. 4635-886



**Schedule D**

**NOTICE OF TERMINATION OF BLOCKED ACCOUNTS BY GMAC**

May 26, 2010

**ROYAL BANK OF CANADA**  
1 Place Ville-Marie, Mezzanine 1  
Montréal, Québec H3C 3B5

Attention: Sr. Account Manager re: Faucher Industries Inc.  
Sr. Account Manager re: Groupe Procycle Inc.  
Fax No.:

**Re: Notice of Termination of Blocked Account Agreement**

Ladies and Gentleman:

We refer you to the following documents (the "**Agreements**"):

- (1) the Blocked Account Agreement dated as of March 30, 2006, relating to Canadian Dollar Account number 100-689-9, transit number 07731 (RBC) and U.S. Dollar Account number 400-182-2, transit number 07731 (RBC) (collectively, the "**Procycle Collection Accounts**"), among Groupe Procycle Inc. ("**Procycle**"), GMAC Commercial Finance Corporation - Canada (the "**Lender**") and Royal Bank of Canada (the "**Bank**"); and
- (2) the Blocked Account Agreement dated as of March 30, 2006, relating to Canadian Dollar Account number 100-045-4, transit number 08801 (RBC) and U.S. Dollar Account number 400-129-3, transit number 08801 (RBC) (collectively, the "**Faucher Collection Accounts**"), among Faucher Industries Inc. ("**Faucher**" and together with Procycle, collectively, the "**Borrower**"), the Lender and the Bank.

(the Procycle Collection Accounts and the Faucher Collection Accounts are hereinafter referred to, collectively, as the "**Collections Accounts**")

The Lender hereby notifies the Bank that it is exercising its right to terminate the Agreements. Notwithstanding anything to the contrary contained in the Agreements, (a) each of the Borrower and the Bank hereby waives advance written notice of termination of the Agreements by the Lender and (b) each of the parties hereto agrees that the Bank shall hereafter follow the instructions of the Borrower with respect to the Collection Accounts and shall not remit the balance of each Collection Accounts to the Lender. The Agreement shall be deemed terminated as of the date of this letter, subject to the provisions thereof that expressly survive termination of the Agreements in accordance with their terms.

Very truly yours,

**GMAC COMMERCIAL FINANCE  
CORPORATION - CANADA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED:**

**ROYAL BANK OF CANADA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GROUPE PROCYCLE INC.**

By: \_\_\_\_\_  
Name: Raymond Dutil  
Title: President

**FAUCHER INDUSTRIES INC.**

By: \_\_\_\_\_  
Name: Raymond Dutil  
Title: President



**NOTICE OF TERMINATION OF BLOCKED ACCOUNTS BY GMAC**

May 26, 2010

**ROYAL BANK OF CANADA**  
1 Place Ville-Marie, Mezzanine 1  
Montréal, Québec H3C 3B5

Attention: Sr. Account Manager re: Faucher Industries Inc.  
Sr. Account Manager re: Groupe Procycle Inc.

Fax No.:

**Re: Notice of Termination of Blocked Account Agreement**

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- (1) the Blocked Account Agreement dated as of March 30, 2006, relating to Canadian Dollar Account number 100-689-9, transit number 07731 (RBC) and U.S. Dollar Account number 400-182-2, transit number 07731 (RBC) (collectively, the "**Procycle Collection Accounts**"), among Groupe Procycle Inc. ("**Procycle**"), GMAC Commercial Finance Corporation - Canada (the "**Lender**") and Royal Bank of Canada (the "**Bank**"); and
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(the Procycle Collection Accounts and the Faucher Collection Accounts are hereinafter referred to, collectively, as the "**Collections Accounts**")

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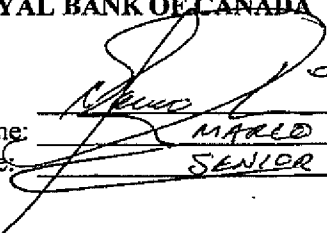
Very truly yours,

**GMAC COMMERCIAL FINANCE  
CORPORATION - CANADA**

By: Thomas Maiale  
Name: THOMAS MAIALE  
Title: DIRECTOR

**ACKNOWLEDGED AND AGREED:**

**ROYAL BANK OF CANADA**

By:   
Name: MARIO GARBER  
Title: SENIOR MANAGER



**GROUPE PROCYCLE INC.**

By: RDutil  
Name: Raymond Dutil  
Title: President

**FAUCHER INDUSTRIES INC.**

By: RDutil  
Name: Raymond Dutil  
Title: President