

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Huffy Corporation		04/12/2011	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as Agent
Street Address:	38 Fountain Square Plaza
Internal Address:	MD 10AT63 -- Attn: Steven M. Kuhn, Vice President
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking corporation: OHIO

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1532927	DK
Registration Number:	2408715	DK
Registration Number:	2408714	DK
Registration Number:	2378957	GENERAL LEE
Registration Number:	2387262	EIGHT PACK
Registration Number:	2387261	SIX PACK
Registration Number:	2387244	LEGEND

CORRESPONDENCE DATA

Fax Number: (202)533-9099
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-467-8856
 Email: behogue@vorys.com, iplaw@vorys.com, rsdonnell@vorys.com
 Correspondent Name: Vorys, Sater, Seymour and Pease LLP
 Address Line 1: 1909 K Street, NW -- 9th Floor

900190361

**TRADEMARK
 REEL: 004529 FRAME: 0497**

CH \$190.00 1532927

Address Line 2: Attn: Richard S. Donnell, Esq.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	5252-625/0769/HUFFY1STAM
NAME OF SUBMITTER:	Richard S. Donnell
Signature:	/richard s donnell/
Date:	04/27/2011

Total Attachments: 5
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**FIRST AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of April 12, 2011 (the "Effective Date"), by and between **HUFFY CORPORATION**, an Ohio corporation, whose principal place of business and mailing address is 6551 Centerville Business Parkway, Centerville, Ohio 45459 ("Debtor"), and **FIFTH THIRD BANK**, an Ohio banking corporation ("Agent"), as Agent for the benefit of the Secured Parties (as defined in the Trademark Security Agreement, which is defined below) (collectively, "Secured Party"), and is as follows:

Preliminary Statements

A. Debtor, American Sports Design Company, an Ohio corporation, and Huffly Sports Delaware, Inc., a Delaware corporation, as borrowers, and Agent have entered into the Credit Agreement dated as of May 13, 2010, as amended by the First Amendment to Credit Agreement (the "First Amendment") dated of even date herewith (as heretofore and hereafter amended, restated, supplemented, modified or otherwise revised from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, Debtor has executed and delivered to Agent the Trademark Security Agreement dated as of May 13, 2010 (the "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement.

C. It is a condition precedent to the effectiveness of the First Amendment and to the obligation of Agent to continue to extend credit accommodations pursuant to the terms of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) that this Amendment be executed and delivered by Debtor to Agent.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in the First Amendment and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Debtor hereby agree as follows:

1. Amendments to Trademark Security Agreement. Schedule I to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement. Accordingly, Debtor hereby acknowledges and agrees that each mark, registration, and application listed on the Supplement to Schedule I attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the "Trademark Collateral" and the

“Trademarks” (as each is defined in the Trademark Security Agreement) for all purposes of the Loan Documents.

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Credit Agreement) under the Trademark Security Agreement if not cured after any applicable notice and cure period under the Trademark Security Agreement.

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Debtor ratifies and reaffirms any and all grants of Liens to Secured Party on the Trademark Collateral (including, without limitation, the Trademark Collateral set forth on the Supplement to Schedule I attached hereto) as security for the Obligations, and Debtor acknowledges and confirms that the grants of the Liens to Secured Party on the Trademark Collateral: (a) represent continuing Liens on all of the Trademark Collateral, (b) secure all of the Obligations, and (c) represent valid, first and best Liens on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Credit Agreement).

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to Ohio conflicts of law principles).

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Agent as of the Effective Date.

HUFFY CORPORATION

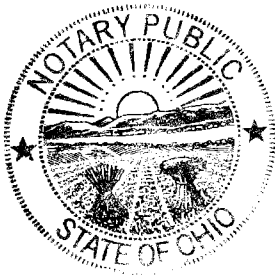
By: Matthew S. Kerr
Matthew S. Kerr, Senior Vice President,
Chief Financial Officer and Treasurer

FIFTH THIRD BANK

By: _____
Patrick Lingrosso, Officer

STATE OF OHIO :
: ss:
COUNTY OF Montgomery :

The foregoing instrument was acknowledged before me this 11th day of April, 2011 by Matthew S. Kerr, Senior Vice President, Chief Financial Officer and Treasurer of Huffly Corporation, an Ohio corporation, on behalf of such corporation.



Janis L. Galvas
Notary Public
My Commission Expires: _____

JANIS L. GALVAS, Notary Public
In and for the State of Ohio
My Commission Expires Aug. 31, 2015

SIGNATURE PAGE TO
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT
(HUFFY CORPORATION)

TRADEMARK
REEL: 004529 FRAME: 0501

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Agent as of the Effective Date.

HUFFY CORPORATION

By: _____
Matthew S. Kerr, Senior Vice President,
Chief Financial Officer and Treasurer

FIFTH THIRD BANK

By:  _____
Patrick Lingrosso, Officer

STATE OF OHIO :
: ss:
COUNTY OF _____ :



The foregoing instrument was acknowledged before me this ___ day of April, 2011 by Matthew S. Kerr, Senior Vice President, Chief Financial Officer and Treasurer of Huffly Corporation, an Ohio corporation, on behalf of such corporation.

Notary Public
My Commission Expires: _____

SUPPLEMENT TO SCHEDULE I

TRADEMARKS

United States Trademarks:

Mark	Status	Reg. No.	Liens/Comments
DK (and Design) 	Renewed	1532927	None
DK (and Design) 	Renewed	2408715	None
DK	Renewed	2408714	None
GENERAL LEE	Renewed	2378957	None
EIGHT PACK	Not Yet Renewed	2387262	None
SIX PACK	Not Yet Renewed	2387261	None
LEGEND	Not Yet Renewed	2387244	None