

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	SECURITY INTEREST												
CONVEYING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>HB Performance Systems, Inc.</td> <td></td> <td>05/20/2011</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	HB Performance Systems, Inc.		05/20/2011	CORPORATION: DELAWARE					
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HB Performance Systems, Inc.		05/20/2011	CORPORATION: DELAWARE										
RECEIVING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>M&I Marshall & Ilsley Bank</td> </tr> <tr> <td>Street Address:</td> <td>770 North Water Street</td> </tr> <tr> <td>City:</td> <td>Milwaukee</td> </tr> <tr> <td>State/Country:</td> <td>WISCONSIN</td> </tr> <tr> <td>Postal Code:</td> <td>53202</td> </tr> <tr> <td>Entity Type:</td> <td>Banking Corporation: WISCONSIN</td> </tr> </table>	Name:	M&I Marshall & Ilsley Bank	Street Address:	770 North Water Street	City:	Milwaukee	State/Country:	WISCONSIN	Postal Code:	53202	Entity Type:	Banking Corporation: WISCONSIN	
Name:	M&I Marshall & Ilsley Bank												
Street Address:	770 North Water Street												
City:	Milwaukee												
State/Country:	WISCONSIN												
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Entity Type:	Banking Corporation: WISCONSIN												
PROPERTY NUMBERS Total: 1													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Serial Number:</td> <td>85201536</td> <td>TRAILTRAC</td> </tr> </table>	Property Type	Number	Word Mark	Serial Number:	85201536	TRAILTRAC							
Property Type	Number	Word Mark											
Serial Number:	85201536	TRAILTRAC											
CORRESPONDENCE DATA													
<p>Fax Number: (414)978-8675</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 414 277 5675</p> <p>Email: marta.levine@quarles.com</p> <p>Correspondent Name: Marta S. Levine</p> <p>Address Line 1: Quarles & Brady LLP</p> <p>Address Line 2: 411 East Wisconsin Avenue</p> <p>Address Line 4: Milwaukee, WISCONSIN 53202</p>													
ATTORNEY DOCKET NUMBER:	630027.00321												
NAME OF SUBMITTER:	Marta S. Levine												
Signature:	/MartaLevine/												
Date:	06/07/2011												

CH \$40.00 85201536

900193783

TRADEMARK
REEL: 004555 FRAME: 0993

Total Attachments: 4

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CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of the 20th day of May, 2011 by and from HB Performance Systems, Inc. (the "Grantor"), a Delaware corporation, whose principal address is 5800 West Donges Bay Road, Mequon, Wisconsin 53092, to and in favor of M&I MARSHALL & ILSLEY BANK, for itself and as Agent for the Lenders (as defined in the Security Agreement referenced below) (M&I Marshall & Ilsley Bank, for itself and as Agent for the Lenders, is hereinafter referred to as the "Grantee").

WHEREAS, Grantor and Grantee have entered into that certain Security Agreement dated as of the date hereof, by and among HB HK Holdings, Inc., Hayes Bicycle Group, Inc., HB Specialty Products Group, Inc., HB Powersports Group, Inc., Grantor and Grantee (such Security Agreement, as may from time to time be amended, amended and restated, or replaced, whether in connection with the refinancing or modification of the debt and other obligations secured thereby or otherwise, is hereinafter referred to as the "Security Agreement").

WHEREAS, the Grantor has adopted, used and is using the trademark(s) (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are registered or pending registration with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

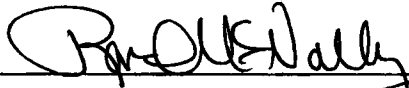
- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
 - (a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations of Grantor and the other Debtors (as defined in the Security Agreement), pursuant to the Security Agreement. Upon the payment in full of all Obligations, Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

- (b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill of the businesses with which the Trademarks are associated, and (4) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

(signature page follows)

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the above-indicated date.

HB PERFORMANCE SYSTEMS, INC.

By: 

Name: Rand McNally

Title: President and CEO

Signature Page for Confirmatory Grant of Security Interest in
United States Trademarks - HB Performance Systems, Inc.

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

U.S. Trademarks	Reg. (App.) No.	Issue (Filing) Date
TRAILTRAC	(85201536)	(December 20, 2010)