

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COMPOSITECH		06/07/2011	CORPORATION: INDIANA
SRAM LLC		06/07/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Registration Number:	2163375	1 : 1
Registration Number:	1914792	AVID
Registration Number:	1923549	AVID
Registration Number:	2757293	BAR
Registration Number:	2834646	BLACKBOX
Registration Number:	2543647	BOXXER
Registration Number:	3231010	DOUBLETAP
Registration Number:	3103103	ELITA
Serial Number:	85037973	FIRECREST
Serial Number:	85039009	FIRECREST
Registration Number:	2520658	FIREX
Registration Number:	2995203	FIVED
Registration Number:	2303873	FLAK JACKET

CH \$1440.00 2163375

Registration Number:	2554055	FULL METAL JACKET
Registration Number:	2394497	GRIP SHIFT
Serial Number:	85140797	GXP
Registration Number:	3562795	HAMMERSCHMIDT
Registration Number:	3001692	HOLZFELLER
Registration Number:	2997999	HUSSEFELT
Registration Number:	3178429	I-MOTION
Registration Number:	2995208	ISOFLOW
Registration Number:	1914795	JUDY
Registration Number:	2938826	JUICY
Registration Number:	2998232	LUFTALARM
Registration Number:	3314648	OMNIUM
Registration Number:	3277874	POWERLOCK
Registration Number:	2978917	REBA
Registration Number:	3715797	RED
Registration Number:	1654275	ROCK SHOX
Registration Number:	2000058	ROCK SHOX
Registration Number:	2041768	ROCK SHOX
Registration Number:	1704807	ROCK SHOX
Registration Number:	3108056	RUKTION
Serial Number:	85300364	S
Registration Number:	3891236	SERVICE COURSE
Registration Number:	2759701	SID
Registration Number:	2120535	SINGLE DIGIT
Registration Number:	2621857	SPARC
Registration Number:	2036130	SPEED DIAL
Registration Number:	2056661	SRAM
Registration Number:	3842796	SRAM APEX
Registration Number:	3684470	SRAM FORCE
Registration Number:	3664241	SRAM RED
Registration Number:	3238333	SRAM RIVAL
Registration Number:	3759081	SRAM VIA
Registration Number:	2997997	STYLO
Registration Number:	2789681	TORPEDO
Registration Number:	2997815	TOURO

	2821333	TRUVATIV
Registration Number:	3120601	TRUVATIV
Registration Number:	2664245	U-TURN
Registration Number:	3001693	WAVO
Registration Number:	3095179	FLASH-POINT RACING
Registration Number:	1842866	SPEED WEAPONRY
Registration Number:	3347769	ZEDTECH
Registration Number:	1579973	ZIPP
Registration Number:	1971435	ZIPP

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-2222
Email: ksolomon@stblaw.com
Correspondent Name: Marcela Robledo, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1599
NAME OF SUBMITTER:	Marcela Robledo
Signature:	/mr/
Date:	07/01/2011

Total Attachments: 6
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First Lien Trademark Security Agreement

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of June 7, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of JPMorgan Chase Bank, N.A. ("JPMorgan"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of June 7, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders and the L/C Issuers from time to time party thereto and JPMorgan, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to the First Lien Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower;

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this First Lien Trademark Security Agreement; and

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

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds, and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Purpose. This First Lien Trademark Security 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.

Section 4. Guaranty and Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which 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 Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

Section 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 6. Counterparts. This First Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 7. Governing Law. This First Lien Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COMPOSITECH

as Grantor

By: Michael R. Herr

Name: MIKE HERR

Title: CFO

SRAM LLC

as Grantor

By: Michael R. Herr

Name: MIKE HERR

Title: CFO

ACCEPTED AND AGREED as of the date first above written:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: _____

Name:

Title:

[Signature Page to First Lien Trademark Security Agreement]

IN WITNESS WHEREOF, each Grantor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COMPOSITECH

as Grantor

By: _____

Name:

Title:

SRAM LLC

as Grantor

By: _____

Name:

Title:

ACCEPTED AND AGREED as of the date first above written:

JPMORGAN CHASE BANK, N.A.

as Administrative Agent

By: *Tamara Rubin*
Name: *Tamara Rubin*
Title: *Senior Banker*

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 004574 FRAME: 0081

**Schedule I
to
First Lien Trademark Security Agreement**

OWNER	TRADEMARK	COUNTRY	FILED	APP. NO.	REG	REG. NO.	STATUS
SRAM, LLC	1:01	UNITED STATES	04-Nov-96	75/192,596	09-Jun-98	2163375	REGISTERED
SRAM, LLC	AVID	UNITED STATES	02-Sep-94	74/569,354	29-Aug-95	1914792	REGISTERED
SRAM, LLC	AVID logo	UNITED STATES	27-Sep-94	74/579,047	03-Oct-95	1923549	REGISTERED
SRAM, LLC	BAR	UNITED STATES	29-Mar-02	76/388,715	26-Aug-03	2757293	REGISTERED
SRAM, LLC	BLACKBOX	UNITED STATES	29-May-03	78/255,519	20-Apr-04	2834646	REGISTERED
SRAM, LLC	BOXXER	UNITED STATES	22-Jul-96	75/139,587	05-Mar-02	2543647	REGISTERED
SRAM, LLC	DOUBLETAP	UNITED STATES	17-Mar-05	78/589,712	17-Apr-07	3231010	REGISTERED
SRAM, LLC	ELITA	UNITED STATES	23-Jul-04	78/455,777	13-Jun-06	3103103	REGISTERED
SRAM, LLC	FIRECREST	UNITED STATES	13-May-10	85/037,973			ALLOWED
SRAM, LLC	FIRECREST logo	UNITED STATES	14-May-10	85/039,009			ALLOWED
SRAM, LLC	FIREX	UNITED STATES	08-Feb-99	75/637,195	18-Dec-01	2520658	REGISTERED
SRAM, LLC	FiveD	UNITED STATES	23-Jul-04	78/455,734	13-Sep-05	2995203	REGISTERED
SRAM, LLC	FLAK JACKET	UNITED STATES	26-Aug-98	75/543,020	28-Dec-99	2303873	REGISTERED
SRAM, LLC	FULL METAL JACKET	UNITED STATES	15-Aug-00	76/110,737	26-Mar-02	2554055	REGISTERED
SRAM, LLC	GRIP SHIFT	UNITED STATES	16-May-95	74/675,153	17-Oct-00	2394497	REGISTERED
SRAM, LLC	GXP	UNITED STATES	29-Sep-10	85/140,797			PENDING
SRAM, LLC	HammerSchmidt	UNITED STATES	14-Feb-08	77/397,448	13-Jan-09	3562795	REGISTERED
SRAM, LLC	HOLZFELLER	UNITED STATES	10-Aug-04	78/464,915	27-Sep-05	3001692	REGISTERED
SRAM, LLC	HUSSEFELT	UNITED STATES	30-Jul-04	78/459,514	20-Sep-05	2997999	REGISTERED
SRAM, LLC	i-MOTION	UNITED STATES	11-May-05	78/627,343	28-Nov-06	3178429	REGISTERED
SRAM, LLC	ISOFLOW	UNITED STATES	23-Jul-04	78/455,789	13-Sep-05	2995208	REGISTERED
SRAM, LLC	JUDY	UNITED STATES	12-Sep-94	74/572,677	29-Aug-95	1914795	REGISTERED
SRAM, LLC	JUICY	UNITED STATES	07-Jan-03	78/200,829	05-Apr-05	2938826	REGISTERED
SRAM, LLC	LUFTALARM	UNITED STATES	10-Aug-04	78/464,950	20-Sep-05	2998232	REGISTERED
SRAM, LLC	OMNIUM	UNITED STATES	02-Jun-06	78/898,948	16-Oct-07	3314648	REGISTERED
SRAM, LLC	PowerLock	UNITED STATES	17-Feb-06	78/817,991	07-Aug-07	3277874	REGISTERED
SRAM, LLC	REBA	UNITED STATES	09-Jun-03	78/260,155	26-Jul-05	2978917	REGISTERED
SRAM, LLC	RED	UNITED STATES	02-Aug-07	77/245,456	24-Nov-09	3715797	REGISTERED
SRAM, LLC	ROCK SHOX	UNITED STATES	29-Nov-89	74/005,936	20-Aug-91	1654275	REGISTERED
SRAM, LLC	ROCK SHOX	UNITED STATES	31-Oct-95	75/013,106	10-Sep-96	2000058	REGISTERED
SRAM, LLC	ROCK SHOX and Design	UNITED STATES	03-Nov-95	75/014,318	04-Mar-97	2041768	REGISTERED
SRAM, LLC	ROCK SHOX and	UNITED STATES	09-Sep-	74/201,535	04-Aug-	1704807	REGISTERED

	Design		91		92		
SRAM, LLC	RUKTION	UNITED STATES	18-Nov-04	78/519,393	20-Jun-06	3108056	REGISTERED
SRAM, LLC	S logo	UNITED STATES	20-Apr-11	85/300,364			PENDING
SRAM, LLC	SERVICE COURSE	UNITED STATES	30-Oct-09	77/861,159	14-Dec-10	3891236	REGISTERED
SRAM, LLC	SID	UNITED STATES	31-May-01	76/264,846	02-Sep-03	2759701	REGISTERED
SRAM, LLC	SINGLE DIGIT	UNITED STATES	15-May-96	75/114,135	09-Dec-97	2120535	REGISTERED
SRAM, LLC	SPARC	UNITED STATES	17-Jan-00	75/900,101	17-Sep-02	2621857	REGISTERED
SRAM, LLC	SPEED DIAL	UNITED STATES	13-Apr-95	74/660,517	04-Feb-97	2036130	REGISTERED
SRAM, LLC	SRAM	UNITED STATES	02-Jun-95	74/683,848	29-Apr-97	2056661	REGISTERED
SRAM, LLC	SRAM APEX	UNITED STATES	13-Jul-09	77/779,351	31-Aug-10	3842796	REGISTERED
SRAM, LLC	SRAM FORCE	UNITED STATES	17-Mar-05	78/589,700	15-Sep-09	3684470	REGISTERED
SRAM, LLC	SRAM RED	UNITED STATES	22-Aug-07	77/261,910	04-Aug-09	3664241	REGISTERED
SRAM, LLC	SRAM RIVAL	UNITED STATES	13-Sep-05	78/712,087	01-May-07	3238333	REGISTERED
SRAM, LLC	SRAM VIA	UNITED STATES	20-Feb-09	77/674,846	09-Mar-10	3759081	REGISTERED
SRAM, LLC	STYLO	UNITED STATES	30-Jul-04	78/459,498	20-Sep-05	2997997	REGISTERED
SRAM, LLC	TORPEDO	UNITED STATES	27-Jul-00	78/018,656	02-Dec-03	2789681	REGISTERED
SRAM, LLC	TOURO	UNITED STATES	22-Jul-04	78/455,215	20-Sep-05	2997815	REGISTERED
SRAM, LLC	TRUVATIV	UNITED STATES	09-Apr-03	78/235,921	09-Mar-04	2821333	REGISTERED
SRAM, LLC	TRUVATIV logo	UNITED STATES	12-Aug-05	78/691,389	25-Jul-06	3120601	REGISTERED
SRAM, LLC	U-TURN	UNITED STATES	05-Jan-01	76/190,607	17-Dec-02	2664245	REGISTERED
SRAM, LLC	WAVO	UNITED STATES	10-Aug-04	78/464,932	27-Sep-05	3001693	REGISTERED
Compositech	FLASH-POINT RACING	UNITED STATES	05-Jan-05	78/542,727	23-May-06	3095179	REGISTERED
Compositech	SPEED WEAPONRY	UNITED STATES	10-Sep-93	74/435,382	05-Jul-94	1842866	REGISTERED
Compositech	ZEDTECH	UNITED STATES	22-Mar-07	77/137,517	04-Dec-07	3347769	REGISTERED
Compositech	ZIPP	UNITED STATES	30-May-89	73/803,116	30-Jan-90	1579973	REGISTERED
Compositech	ZIPP (word #2)	UNITED STATES	06-Jun-95	74/685,205	30-Apr-96	1971435	REGISTERED