TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trek Bicycle Corporation		09/29/2011	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent for the Lenders and for the Holders of the Notes
Street Address:	10 SOUTH DEARBORN
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	3999475	B
Registration Number:	3223776	BIG SKY
Registration Number:	3784030	BONTRAGER
Registration Number:	2679621	BUENOS AIRES
Registration Number:	3859769	CARBON ARMOR
Registration Number:	2554796	CHAMBERY
Serial Number:	77937958	
Registration Number:	3721796	DISTRICT
Registration Number:	3884466	ISOZONE
Serial Number:	85082954	RAY'S MTB
Serial Number:	85082952	RAY'S MTB INDOOR PARK
Registration Number:	3285461	RENO
Registration Number:	3900703	SPEED CONCEPT
Registration Number:	3852278	SPEEDTRAP

CH $865.00 3999475

Registration Number:	2527128	TETE DE COURSE
Registration Number:	3900782	TREK
Serial Number:	85085438	TREK
Registration Number:	3900734	TREK
Registration Number:	3789682	TREK
Registration Number:	3979036	TREK
Registration Number:	3978952	UNITY
Registration Number:	3982412	UNITY
Serial Number:	85134533	WE BELIEVE
Serial Number:	85314588	SUPERFLY
Serial Number:	85172156	ORACLE
Serial Number:	85179666	PRO TREK
Serial Number:	85219323	LUSH
Serial Number:	85219166	HYBRID AIR
Serial Number:	85273252	SPECTER
Serial Number:	85340751	FX
Registration Number:	3886892	BONTRAGER
Registration Number:	3886893	BONTRAGER
Registration Number:	3915062	ONE DAISY
Serial Number:	85173419	TREK BICYCLES OF TUCSON

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Phone: 214-981-3483
Email: dclark@sidley.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-36770
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	10/06/2011

Total Attachments: 5

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EXECUTION COPY

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of September 29, 2011 by and from TREK BICYCLE CORPORATION, a Wisconsin corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A. ("JPMorgan"), as collateral agent for the Lenders (as defined below) and for the holders of the Notes (as defined in the Note Purchase Agreement referred to below) (in such capacity, the "Grantee").

WHEREAS, the Grantor, as US Borrower, TREK BICYCLE CORPORATION LIMITED, as UK Borrower, BIKEEUROPE B.V., as Dutch Borrower, the institutions from time to time party thereto as lenders (the "Lenders") and JPMorgan, as administrative agent (in such capacity, the "Administrative Agent") have entered into an Amended and Restated Credit Agreement dated as of September 28, 2010 (as the same has been amended by Amendment No. 1 to Amended and Restated Credit Agreement, dated as of February 15, 2011, among the Grantor, Trek Bicycle Corporation Limited, Bikeurope B.V., the Lenders and the Administrative Agent and by Amendment No. 2 to Amended and Restated Credit Agreement, dated as of September 29, 2011, among the Grantor, Trek Bicycle Corporation Limited, Bikeurope B.V., the Lenders and the Administrative Agent and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS the Grantor, pursuant to the Fourth Amended and Restated Note Purchase Agreement, dated as of September 29, 2011, to which the Grantor and the holders of the Notes (the "Noteholders" and together with the Administrative Agent and the Lenders, the "Creditors") are subject (as may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), has issued certain Notes to the Noteholders (as the same may be amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, certain Subsidiaries of the Grantor (the "Subsidiary Guarantors") may from time to time guarantee the repayment of the Obligations pursuant to one or more guaranties (as may be amended, restated, supplemented or otherwise modified from time to time, collectively, the "Guaranty").

WHEREAS, the Grantor, certain Subsidiaries of the Grantor and the Grantee have entered into the Amended and Restated Pledge and Security Agreement dated as of September 28, 2010 (as the same has been amended by Amendment No. 1 to Amended and Restated Pledge and Security Agreement dated as of September 29, 2011, among the Grantor, certain Subsidiaries of the Grantor and the Grantee and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Creditors. The rights and remedies of the 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 and the other Senior Indebtedness Documents, all terms and provisions of which are incorporated herein by reference. In the event that any

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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 (i) all the Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty, if any. Upon the payment in full of all Obligations (other than Unliquidated Obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks whether now owned or hereafter acquired by the Grantor (including, without limitation, all common law rights with respect to such Trademarks, all applications for registration filed with respect to such Trademarks and all registrations issued with respect to such Trademarks), together with (2) all proceeds of the Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant 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.

4) Governing Law. This Confirmatory Grant 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.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

TREK BICYCLE CORPORATION
By: Joseph R. Sigler
Name: Joseph R. Sigler
Title: CFO

STATE OF WI)
Jefferson COUNTY)

On September 26 2011, before me, Lisa Smith, Notary Public, personally appeared, ~~Jennifer~~ Joseph R. Sigler personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

(SEAL)

LISA SMITH
NOTARY
PUBLIC
STATE OF WISCONSIN

Lisa Smith

Notary Public, State of WI

My Commission Expires: 7-6-14

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Exhibit A

Trademarks

TRADEMARK	JURISDICTION	STATUS	APP/REG NO.
B *and Design*	US	REGISTERED	3999475
BIG SKY	US	REGISTERED	3223776
BONTRAGER	US	REGISTERED	3784030
BUENOS AIRES	US	REGISTERED	2679621
CARBON ARMOR	US	REGISTERED	3859769
CHAMBERY	US	REGISTERED	2554796
DESIGN ONLY	US	PENDING	77937958
DISTRICT	US	REGISTERED	3721796
ISOZONE	US	REGISTERED	3884466
RAY'S MTB	US	PENDING	85082954
RAY'S MTB INDOOR PARK	US	PENDING	85082952
RENO	US	REGISTERED	3285461
SPEED CONCEPT	US	REGISTERED	3900703
SPEEDTRAP	US	REGISTERED	3852278
TETE DE COURSE	US	REGISTERED	2527128
TREK	US	REGISTERED	3900782
TREK	US	PENDING	85085438
TREK	US	REGISTERED	3900734
TREK	US	REGISTERED	3789682
TREK *and Design*	US	REGISTERED	3979036
UNITY	US	REGISTERED	3978952
UNITY *and Design*	US	REGISTERED	3982412
WE BELIEVE	US	PENDING	85134533
SUPERFLY	US	PENDING	85314588
ORACLE	US	PENDING	85172156
PRO TREK	US	PENDING	85179666
LUSH	US	PENDING	85219323

TRADEMARK	JURISDICTION	STATUS	APP/REG NO.
HYBRID AIR	US	PENDING	85219166
SPECTER	US	PENDING	85273252
FX	US	PENDING	85340751
BONTRAGER	US	REGISTERED	3886892
BONTRAGER	US	REGISTERED	3886893
ONE DAISY	US	REGISTERED	3915062
TREK BICYCLES OF TUCSON & DESIGN	US	REGISTERED	4021852