

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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|---|--|----------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Cycles International, Inc. | | 11/22/2011 | CORPORATION: NEW JERSEY |
| RECEIVING PARTY DATA | | | |
| Name: | Pirelli Tyre, S.p.A. | | |
| Street Address: | Viale Sarca 222 | | |
| City: | 20126 Milan | | |
| State/Country: | ITALY | | |
| Entity Type: | JOINT STOCK COMPANY: ITALY | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77758833 | DIABLO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (202)331-3101 | | |
| Phone: | (202) 331-3147 | | |
| Email: | dcipmail@gtlaw.com | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Correspondent Name: | Steven B. Powell, Greenberg Traurig, LLP | | |
| Address Line 1: | 2101 L Street NW | | |
| Address Line 2: | Suite 1000 | | |
| Address Line 4: | Washington, DISTRICT OF COLUMBIA 20037 | | |
| ATTORNEY DOCKET NUMBER: | 126413.010100 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | | | |
| Address Line 1: | | | |

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Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Steven B. Powell

Signature:

/StevenBPowell/

Date:

02/24/2012

Total Attachments: 2

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ASSIGNMENT AGREEMENT

This Agreement ("Agreement"), dated ~~22 November~~ 2011, is entered into by and between Pirelli Tyre, S.p.A. ("Pirelli"), a *Società per Azioni* organized under the laws of Italy with its principal place of business at Viale Sarca 222, 20126 Milan, Italy, and Cycles International, Inc. ("CI"), a New Jersey corporation with its principal place of business at 151 Ludlow Avenue, Northvale, New Jersey 07647, USA.

RECITALS

A. CI has used the mark DIABLO (the "Assigned Mark") in connection with bicycles and structural parts therefor and has filed trademark Application Serial No. 77/758,833 with the United States Patent and Trademark Office ("USPTO") for federal registration in connection with "bicycles and structural parts therefor."

B. CI desires to assign and transfer to Pirelli all of CI's right, title and interest in and to said mark, together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged as satisfactory and adequate, the parties agree as follows:

Section 1. Assignment. CI, for itself and any predecessors in title, hereby conveys, transfers, assigns, delivers, and contributes to Pirelli: any and all of CI's right, title and interest in and to the Assigned Mark, including common law rights, together with the goodwill of the business symbolized by said Assigned Mark, and applications and registrations thereof, any renewal rights therein, and the exclusive right to enforce the Assigned Mark in the United States and throughout the world in the sole name of Pirelli, its successors and assigns; the aforesaid transferred rights, title and interests to be held and enjoyed by Pirelli, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by CI had this assignment not been made.

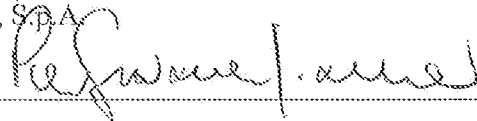
Section 2. Miscellaneous. (a) CI agrees that it will, upon Pirelli's request, promptly execute, acknowledge or deliver all such other and further acts, assignments, transfers, assurances and instruments and other documents as may be necessary or desirable to perfect and record Pirelli's title in, to and under the Assigned Marks. CI covenants that it shall not hereafter register or attempt to register or cooperate in any registration of or attempt to register, with any governmental or regulatory body or any domain name registrar anywhere in the world, or use or participate in the use of, any trademarks, service marks, domain names, or trade names or any other designation containing or comprising the Assigned Mark, or anything that may be confusingly similar to the Assigned Mark, whether alone or in combination with any other term(s), word(s), mark(s), name(s), symbol(s), designation(s), device(s) and/or design(s). CI covenants that it shall not contest, either directly or indirectly, the exclusive right, title, and interest of Pirelli in and to any part of the Assigned Mark or any trademark rights arising from the use thereof, including Pirelli's right to register, maintain and/or renew the Assigned Mark or any variation thereof.

(b) In furtherance of this Agreement, CI acknowledges that, from this date forward, Pirelli has succeeded to any and all of CI's right, title, and standing to: (i) receive all rights and benefits pertaining to the Assigned Mark; (ii) institute and prosecute all suits and proceedings and take all actions that Pirelli, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Assigned Mark; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as Pirelli, in its sole discretion, deems advisable.

(c) This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Agreement by their duly respective officers as of the date indicated above.

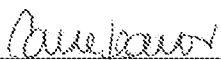
Pirelli Tyre, S.p.A.

By: 

Name: Pier Giovanni Giannesi

Title: Proxy Holder

Cycles International, Inc.

By: 

Name: CARINE JOANNOU

Title: PRESIDENT