

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the seventh paragraph of the Trademark Assignment previously recorded on Reel 002480 Frame 0675. Assignor(s) hereby confirms the hereby confirms the assignment as set forth in the amendment.		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	NHS, Inc.		03/13/2013
			Entity Type
			CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Santa Cruz Bicycles, Inc.		
Street Address:	104 Bronson Street, # 22		
City:	Santa Cruz		
State/Country:	CALIFORNIA		
Postal Code:	95062		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2035894	SANTA CRUZ BICYCLES
CORRESPONDENCE DATA			
Fax Number:	4082872583		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	408.287.9501		
Email:	uspto@hogefenton.com		
Correspondent Name:	Stephanie O. Sparks		
Address Line 1:	60 South Market Street, Suite 1400		
Address Line 4:	San Jose, CALIFORNIA 95113		
ATTORNEY DOCKET NUMBER:	82042.TM30		
NAME OF SUBMITTER:	Stephanie O. Sparks		
Signature:	/Stephanie O. Sparks/		

CH \$40.00 2035894

Date:

04/19/2013

Total Attachments: 10

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AMENDMENT TO TRADEMARK ASSIGNMENT

This Amendment to Trademark Assignment ("Amendment") is effective as of February 28, 2002 by and between NHS, Inc., a California corporation with its principal place of business at 104 Bronson Street, # 9, Santa Cruz, California 95062 ("Assignor"), and Santa Cruz Bicycles, Inc., a California corporation with its principal place of business at 104 Bronson Street, # 22, Santa Cruz, California 95062 ("Assignee"). When referred to jointly in this Amendment, Assignor and Assignee are known as the "Parties."

RECITALS

- A. On February 28, 2002, Assignee and Assignor entered into the Trademark Assignment attached as **Exhibit A** hereto, which was recorded at the United States Patent and Trademark Office on March 29, 2002 at Reel 002480, Frame 0673 – 677 (the "Trademark Assignment");
- B. The seventh paragraph of the Trademark Assignment, at Reel 002480, Frame 0675, reads as follows:

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademark(s) set forth in Schedule A;
 - (2) the Application(s) and Registration(s) set forth in Schedule B;
- together with the goodwill symbolized by said Trademark(s), Applications(s) and Registration(s), and other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR concurrent with the transfer of certain tangible assets as indicia of said goodwill;

- C. The Parties did not intend for Assignor to assign to Assignee "other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR";
- D. The Trademark Assignment contained a scrivener's error to the extent it purports to assign "other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR"; and
- E. The Parties desire to correct the Trademark Assignment accordingly.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Trademark Assignment,

effective retroactively to February 28, 2002, to correct the seventh paragraph of the Trademark Assignment, at Reel 002480, Frame 0675, to read as follows:

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all right, title, and interest as ASSIGNOR may possess in and to the following;

- (1) the Trademark(s) set forth in Schedule A;
- (2) the Application(s) and Registration(s) set forth in Schedule B; together with the goodwill symbolized by said Trademark(s), Applications(s) and Registration(s), concurrent with the transfer of certain tangible assets as indicia of said goodwill.

This Amendment supersedes any other document to the extent that such document is inconsistent with this Amendment.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Amendment to be executed and delivered by their respective officers thereunto duly authorized, on the dates set forth below, with effect given to the Amendment as of February 28, 2002.

ASSIGNEE

ASSIGNOR

SANTA CRUZ BICYCLES, INC.

NHS, INC.

By: [Signature]
Robert Roskopp, President

By: [Signature]
Robert A. Denike, President/CEO

By: [Signature]
Richard Novak, Vice President

Date: 3/13/13

Date: 3/13/13

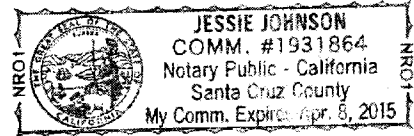
State of California)
County of Santa Cruz)

On March 13, 2013, before me, Jessie Johnson, a Notary Public, personally appeared Robert Roskopp who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity~~(ies)~~, and that by ~~his~~/her/their signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jessie Johnson (Seal)



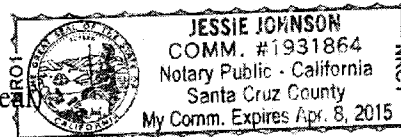
State of California)
County of Santa Cruz)

On March 13, 2013, before me, Jessie Johnson, a Notary Public, personally appeared Richard Novak who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jessie Johnson (Seal)

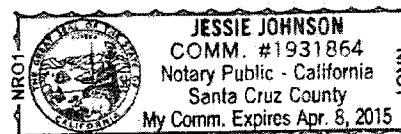


State of California)
County of Santa Cruz)

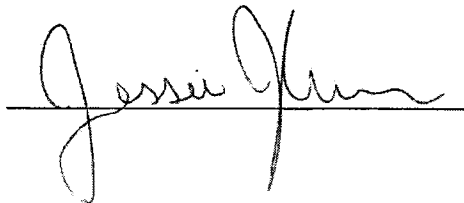
On March 13, 2013, before me, Jessie Johnson, a Notary Public, personally appeared Robert A Denike who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature



(Seal)

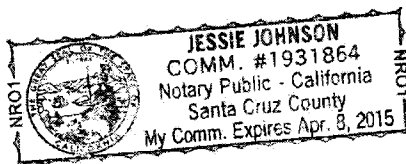


Exhibit A

3/29/02

04-11-2002



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

102052403

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(s).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year
02282002

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name NHS, INC.

02282002

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization CALIFORNIA

Receiving Party

Mark if additional names of receiving parties attached

Name SANTA CRUZ BICYCLES, INC.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 104 BRONSON STREET, SUITE 22

Address (line 2) _____

Address (line 3) SANTA CRUZ

CALIFORNIA

95062

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other _____

Citizenship/State of Incorporation/Organization CALIFORNIA

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

04/10/2002 DBYRNE 00000164 2035894

01 FC:81

40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002480 FRAME: 0673
TRADEMARK

REEL: 005010 FRAME: 0728

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Address (line 1) Address (line 2) Address (line 3) Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number Name Address (line 1) Address (line 2) Address (line 3) Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document
including any attachments.#

Trademark Application Number(s) or Registration Number(s)

 Mark if additional numbers attachedEnter either the *Trademark Application Number*, or the *Registration Number* (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2,035,894"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

Authorization to charge additional fees:

Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

ROBERT O. GUILLOT

Name of Person Signing

Signature

Date Signed

03/14/02

TRADEMARK

REEL: 002480 FRAME: 0674
TRADEMARK

REEL: 005010 FRAME: 0729

NHSINC.000GEN

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 28 day of FEBRUARY, 2002 by and between NHS, Inc., a California corporation having a place of business at 104 Bronson Street, Suite 9, Santa Cruz, CA 95062 (hereinafter referred to as "ASSIGNOR"), and Santa Cruz Bicycles, Inc., a California corporation having a place of business at 104 Bronson Street, Suite 22, Santa Cruz, CA 95062 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademark listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademark") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademark and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal trademark registration(s) relating to the Trademark listed in Schedule A, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Registrations");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademark and Applications/Registrations worldwide; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademark and Applications and Registrations worldwide;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademark(s) set forth in Schedule A;
- (2) the Application(s) and Registration(s) set forth in Schedule B;

together with the goodwill symbolized by said Trademark(s), Application(s) and Registration(s), and other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR concurrent with the transfer of certain tangible assets as indicia of said goodwill.

Executed at Santa Cruz, California, this 28 day of FEBRUARY, 2002

NHS, Inc.
a California corporation having a place of business at 104 Bronson Street, Suite 9, Santa Cruz, CA 95062

By: [Signature]
Robert Denike, President

Executed at Santa Cruz, California, this 28 day of FEBRUARY, 2002

Santa Cruz Bicycles, Inc.
a California corporation having a place of business at 104 Bronson Street, Suite 22, Santa Cruz, CA 95062

By: [Signature]
Hans Heim, President

[Signature]
Robert Roskopp, Vice President

[Signature]
Richard Novak, Treasurer

R-12
2/28
HH

SCHEDULES TO TRADEMARK ASSIGNMENTSCHEDULE A

Mark: SANTA CRUZ BICYCLES



SCHEDULE B

Worldwide Trademark Registration(s):

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
SANTA CRUZ BICYCLES United States	* 2,035,894	* 02/04/97	* 12

Worldwide Trademark Application(s):

<u>MARK</u>	<u>APPL. NO.</u>	<u>FILING DATE</u>	<u>INTL. CLASS</u>
SANTA CRUZ BICYCLES	*	*	*
Australia	866,716	8/22/01	12
Brazil	823835979	8/22/01	12
Canada	1,113,859	8/24/01	12
CTM (European Community)	2,350,957	8/23/01	12, 25, 28
Japan	76061/2001	8/22/01	12
New Zealand	644,053	8/22/01	12
Taiwan	90-34534	8/27/01	12

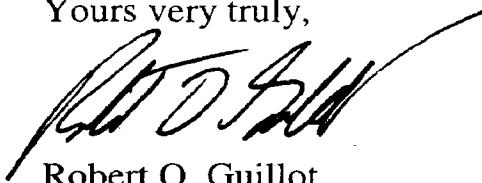


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 n.k.

TRADEMARK
 REEL: 002480 FRAME: 0676
 TRADEMARK
 REEL: 005010 FRAME: 0731

A check in the amount of Forty dollars (\$40.00) to cover the appropriate fee as required under 37 CFR 3.41. The Commissioner is hereby authorized to charge any additional fees in which may be required, or credit any overpayment to Account No. 08-3240.

Please return the recorded assignment to the undersigned.

Yours very truly,

A handwritten signature in black ink, appearing to read "Robert O. Guillot", written in a cursive style.

Robert O. Guillot

ROG:vme
Enclosures