

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 |
| Schwinn Acquisition, LLC | | 09/03/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Pacific Cycle, LLC | | |
| Street Address: | 4902 Hammersley Road | | |
| City: | Madison | | |
| State/Country: | WISCONSIN | | |
| Postal Code: | 53711 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 0842749 | STING-RAY | |
| Registration Number: | 0772712 | STING-RAY | |
| Registration Number: | 0855541 | STING-RAY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4142735198 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 414-273-3500 | | |
| Email: | jgregor@gklaw.com | | |
| Correspondent Name: | Jennifer L. Gregor; Godfrey & Kahn, S.C. | | |
| Address Line 1: | 780 N. Water Street | | |
| Address Line 4: | Milwaukee, WISCONSIN 53202 | | |
| ATTORNEY DOCKET NUMBER: | 055485-1001 | | |
| NAME OF SUBMITTER: | Jennifer L. Gregor | | |

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|--|----------------------|
| Signature: | /Jennifer L. Gregor/ |
| Date: | 09/05/2013 |
| Total Attachments: 2 source=pcassign#page1.tif source=pcassign#page2.tif | |

TRADEMARK ASSIGNMENT

WHEREAS, Schwinn Acquisition, LLC, a Delaware limited liability company, ("Assignor"), owns all right, title, and interest in the trademarks, trademark applications, and trademark registrations shown on Schedule A attached hereto and any related common law rights, including the goodwill associated therewith (the "Trademarks");

WHEREAS, Pacific Cycle, LLC, a Delaware limited liability company, having its principal place of business at 4902 Hammersley Road, Madison, Wisconsin, 53711, USA, ("Assignee"), desires to acquire record ownership of the Trademarks; and

WHEREAS, Assignor has agreed that Assignee shall acquire all rights throughout the world in and to the Trademarks and any applications and registrations therefor, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to recover damages and profits for past and future infringements thereof.

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer unto Assignee all right, title, and interest in and to the Trademarks and any applications or registrations therefor, together with all common law rights therein, the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof. Assignee hereby accepts the assignment.

Assignor agrees to execute, acknowledge and deliver to Assignee, at Assignee's request, any and all further documents, affidavits, statements and/or other instruments, to confirm Assignee's ownership of all rights pursuant to this Assignment. This Assignment shall be binding upon the successors and assigns of Assignor and inure to the benefit of the successors and assigns of Assignee.

ASSIGNOR, Schwinn Acquisition, LLC

ASSIGNEE, Pacific Cycle, LLC

By: [Signature]
Name: Robert SILVIS
Title: ASSISTANT SECRETARY

By: [Signature]
Name: Robert SILVIS
Title: GENERAL COUNSEL & SEC




Signed and sworn to before me this 3RD day of September, 2013.

Signed and sworn to before me this 3RD day of September, 2013.

[Signature]
Notary Public, State of WI
My Commission: 7/24/2016

[Signature]
Notary Public, State of WI
My Commission: 7/24/2016

SCHEDULE A: TRADEMARKS

| MARK | COUNTRY | REG. NO. | REG. DATE | STATUS |
|---|-----------|----------|------------------|------------|
| STING RAY | Australia | 1013851 | March 13, 2006 | Registered |
|  | USA | 842,749 | January 23, 1968 | Registered |
|  | USA | 772,712 | July 7, 1964 | Registered |
|  | USA | 855,541 | August 27, 1968 | Registered |

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