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		02/17/2014	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Serial Number:	86134632	AURA
Serial Number:	86117686	TREK
Serial Number:	86095148	EMONDA
Serial Number:	86078450	SKYE
Serial Number:	86065796	SILQUE
Serial Number:	86060665	
Serial Number:	86044975	
Serial Number:	86025141	PROJECT ONE
Serial Number:	86006347	TREK
Serial Number:	85930418	WOMEN'S SPECIFIC DESIGN
Serial Number:	85930159	FARLEY
Serial Number:	85900729	
Registration Number:	4347957	HILO
Registration Number:	4237783	HILO

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Registration Number:	4233568	FLARE
Serial Number:	85495039	STACKED LACING
Registration Number:	4219497	DOMANE
Registration Number:	4276773	KICKSTER
Registration Number:	3726783	AMSTERDAM
Registration Number:	1945359	ELECTRA BICYCLE COMPANY
Registration Number:	1958556	ELECTRA BICYCLE COMPANY
Registration Number:	3036268	FLAT FOOT TECHNOLOGY
Registration Number:	2939630	GHOSTRIDER
Serial Number:	85930326	LOFT
Registration Number:	2789402	STREAM RIDE
Registration Number:	2744133	STREAM RIDE
Serial Number:	85206657	STREAM RIDE
Registration Number:	3971182	TICINO
Registration Number:	2913888	TOWNIE
Registration Number:	4180525	VERSE
Registration Number:	3269153	RELIC

CORRESPONDENCE DATA

Fax Number: 2149813400

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

Phone: 214-981-3483

Email: dclark@sidley.com

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:	02/21/2014

Total Attachments: 5

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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 February 17, 2014 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, 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, by Amendment No. 3 to Amended and Restated Credit Agreement, dated as of July 30, 2012, among the Grantor, Trek Bicycle Corporation Limited, Bikeurope B.V., the Lenders and the Administrative Agent, by Amendment No. 4 to Amended and Restated Credit Agreement and Amendment No. 1 to Amended and Restated Guaranty, dated as of April 1, 2013, among the Grantor, Trek Bicycle Corporation Limited, Bikeurope B.V., certain Subsidiaries of the Grantor, the Lenders and the Administrative Agent, by Amendment No. 5 to Amended and Restated Credit Agreement and Amendment No. 2 to Amended and Restated Pledge and Security Agreement, dated as of September 27, 2013, among the Grantor, Trek Bicycle Corporation Limited, Bikeurope B.V., certain Subsidiaries of the Grantor, the Lenders and the Administrative Agent, and by Amendment No. 6 to Amended and Restated Credit Agreement, dated as of December 31, 2013, 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 Sixth Amended and Restated Note Purchase Agreement, dated as of December 31, 2013, 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, by Amendment No. 5 to Amended and Restated Credit Agreement and Amendment No. 2 to Amended and Restated Pledge and Security Agreement, dated as of September 27, 2013, among the Grantor, Trek Bicycle Corporation Limited, Bikeurope B.V., certain Subsidiaries of the Grantor, the

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Lenders and the Grantee and by Omnibus Reaffirmation, Joinder and Amendment of Loan Documents dated as of December 31, 2013 among the Grantor, Trek Bicycle Corporation Limited, Bikeurope B.V., the Lenders, the Administrative Agent 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 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: _____
Name: Joseph R. Siefkes
Title: VP-Finance

STATE OF Wisconsin)
Jefferson COUNTY)

On February 17, 2014, before me, Lisa Smith, Notary Public, personally appeared Joseph R. Siefkes, 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

_____
Notary Public, State of Wisconsin

My Commission Expires: 7/6/14

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Exhibit A

Trademarks

NO.	MARK	JURISDICTION	APP. NO.	REG. NO.	STATUS
1.	AURA	USA	86134632		PENDING
2.	TREK	USA	86117686		PENDING
3.	EMONDA	USA	86095148		PENDING
4.	SKYE	USA	86078450		PENDING
5.	SILQUE	USA	86065796		PENDING
6.	DESIGN ONLY	USA	86060665		PENDING
7.	DESIGN ONLY	USA	86044975		PENDING
8.	PROJECT ONE	USA	86025141		PENDING
9.	TREK	USA	86006347		PENDING
10.	WOMEN'S SPECIFIC DESIGN	USA	85930418	4443899	REGISTERED
11.	FARLEY	USA	85930159		PENDING
12.	DESIGN ONLY	USA	85900729		PENDING
13.	HILO	USA	85620292	4347957	REGISTERED
14.	HILO	USA	85620287	4237783	REGISTERED
15.	FLARE	USA	85570702	4233568	REGISTERED
16.	STACKED LACING	USA	85495039	4362033	REGISTERED
17.	DOMANE	USA	85490823	4219497	REGISTERED
18.	KICKSTER	USA	85441044	4276773	REGISTERED
19.	AMSTERDAM	USA	78981241	3726783	REGISTERED
20.	ELECTRA BICYCLE COMPANY	USA	74588556	1945359	REGISTERED

NO.	MARK	JURISDICTION	APP. NO.	REG. NO.	STATUS
21.	ELECTRA BICYCLE COMPANY	USA	74588555	1958556	REGISTERED
22.	FLAT FOOT TECHNOLOGY	USA	76538188	3036268	REGISTERED
23.	GHOSTRIDER	USA	78233254	2939630	REGISTERED
24.	LOFT	USA	85930326		PENDING
25.	STREAM RIDE	USA	76330804	2789402	REGISTERED
26.	STREAM RIDE	USA	76330803	2744133	REGISTERED
27.	STREAM RIDE	USA	85206657		PENDING
28.	TICINO	USA	77785101	3971182	REGISTERED
29.	TOWNIE	USA	78247218	2913888	REGISTERED
30.	VERSE	USA	85307611	4180525	REGISTERED
31.	RELIC	USA	78470937	3269153	REGISTERED