

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302336

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HUFFY CORPORATION		04/17/2014	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Agent		
Street Address:	38 Fountain Square Plaza, MD 10908F		
Internal Address:	Attention: Structured Finance Group		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	1507051	CATALINA	
Registration Number:	4128133	DK	
Registration Number:	1854129	DR. SHOCK	
Registration Number:	4134300	EIGHT PACK	
Registration Number:	4121453	GRANITE	
Registration Number:	4174167	GREEN MACHINE	
Registration Number:	4118695	HUFFY	
Registration Number:	4134302	LEGEND	
Registration Number:	4305650	SAVOY	
Registration Number:	4059884	STILL YOUR RIDE	
Registration Number:	4318948	THE MACHINE	
Registration Number:	4370154	THRILL RIDES	
Registration Number:	4136388	WICKED W	
Serial Number:	85835463	CAPE COD	
Serial Number:	85595717	GREEN MACHINE	
Serial Number:	85429483	HUFFY	
Serial Number:	86126290	MAIN STREET	
Serial Number:	85750237	ROYAL BABY	
Serial Number:	85211622	THRILL RIDES	
TRADEMARK			

CH \$540.00 1507051

Property Type	Number	Word Mark
Serial Number:	85741159	UNION FLYER
Serial Number:	85901056	WICKED

CORRESPONDENCE DATA

Fax Number: 2025339099

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

Phone: 202-467-8800

Email: jspiantanida@vorys.com, dharcher@vorys.com

Correspondent Name: Vorys, Sater, Seymour and Pease LLP

Address Line 1: P.O. Box 2255 -- IPLAW@Vorys

Address Line 2: Attn: Tanya Marie Curcio

Address Line 4: Columbus, OHIO 43216-2255

ATTORNEY DOCKET NUMBER: 005252-625/1707/2NDAMDTSA

NAME OF SUBMITTER: Julie S. Piantanida

SIGNATURE: /julie piantanida/

DATE SIGNED: 04/22/2014

Total Attachments: 6

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**SECOND AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT**

THIS SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of April 17, 2014 (the "Effective Date"), by and between **HUFFY CORPORATION**, an Ohio corporation, whose principal place of business and mailing address is 6551 Centerville Business Parkway, Centerville, Ohio 45459 ("Debtor"), and **FIFTH THIRD BANK**, an Ohio banking corporation ("Agent"), as Agent for the benefit of the Secured Creditors (as defined in the Trademark Security Agreement, which is defined below) (collectively, "Secured Party"), and is as follows:

Preliminary Statements

A. Debtor, American Sports Design Company, an Ohio corporation, and Huffly Sports Delaware, Inc., a Delaware corporation (collectively, "Borrowers"), Agent, LC Issuer and the Lenders party thereto entered into a certain Credit Agreement dated as of May 13, 2010 (as amended, the "Existing Credit Agreement"). The Existing Credit Agreement was amended and restated pursuant to that certain Amended and Restated Credit Agreement by and among Borrowers, Agent, LC Issuer and the Lenders party thereto dated as of October 16, 2012, as amended by that certain First Amendment to Amended and Restated Credit Agreement dated November 26, 2013 and that certain Second Amendment to Amended and Restated Credit Agreement (the "Second Amendment") dated as of the Effective Date (as heretofore and hereafter amended, restated, supplemented, modified or otherwise revised from time to time, the "Credit Agreement").

B. In connection with the Existing Credit Agreement, Debtor executed and delivered to Agent the Trademark Security Agreement dated as of May 13, 2010, as amended by the First Amendment to Trademark Security Agreement dated as of April 12, 2011 (as heretofore and hereafter amended, restated, supplemented, modified or otherwise revised from time to time, the "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement.

C. It is a condition precedent to the effectiveness of the Second Amendment and to the obligation of Agent to continue to extend credit accommodations pursuant to the terms of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) that this Amendment be executed and delivered by Debtor to Agent.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in the Second Amendment and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Debtor hereby agree as follows:

1. **Amendments to Trademark Security Agreement.** Schedule I to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement. Accordingly, Debtor hereby acknowledges and agrees that each mark, registration, and application listed on the Supplement to Schedule I attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the "Trademark Collateral" and the "Trademarks" (as each is defined in the Trademark Security Agreement) for all purposes of the Loan Documents.

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Credit Agreement) under the Trademark Security Agreement if not cured after any applicable notice and cure period under the Trademark Security Agreement.

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Debtor ratifies and reaffirms any and all grants of Liens to Secured Party on the Trademark Collateral (including, without limitation, the Trademark Collateral set forth on the Supplement to Schedule I attached hereto) as security for the Obligations, and Debtor acknowledges and confirms that the grants of the Liens to Secured Party on the Trademark Collateral: (a) represent continuing Liens on all of the Trademark Collateral, (b) secure all of the Obligations, and (c) represent valid, first and best Liens on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Credit Agreement).

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

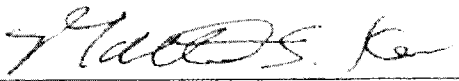
6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to conflicts of law principles which would give effect to the laws of any State other than the State of Ohio).

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Agent as of the Effective Date.

HUFFY CORPORATION

By: 
Matthew S. Kerr, Senior Vice President,
Chief Financial Officer and Treasurer

FIFTH THIRD BANK, as Agent


By: _____
Patrick Lingrosso, Vice President

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Agent as of the Effective Date.

HUFFY CORPORATION

By: _____
Matthew S. Kerr, Senior Vice President,
Chief Financial Officer and Treasurer

FIFTH THIRD BANK, as Agent

By: 
Patrick Lingrosso, Vice President

SUPPLEMENT TO SCHEDULE I

TRADEMARKS

United States Trademarks:

Owner	Mark	Serial No.	Reg. No.
Huffy Corporation	CAPE COD	85835463	
Huffy Corporation	CATALINA	73715240	1507051
Huffy Corporation	DK	85335015	4128133
Huffy Corporation	DR. SHOCK	74368287	1854129
Huffy Corporation	EIGHT PACK	85306349	4134300
Huffy Corporation	GRANITE	85395583	4121453
Huffy Corporation	GREEN MACHINE	85356729	4174167
Huffy Corporation	GREEN MACHINE	85595717	
Huffy Corporation	HUFFY	85418715	4118695
Huffy Corporation	HUFFY	85429483	
Huffy Corporation	LEGEND	85306592	4134302
Huffy Corporation	MAIN STREET	86126290	
Huffy Corporation	ROYAL BABY	85750237	
Huffy Corporation	SAVOY	85168806	4305650
Huffy Corporation	STILL YOUR RIDE	85299573	4059884
Huffy Corporation	THE MACHINE	85662463	4318948
Huffy Corporation	THRILL RIDES	85211622	
Huffy Corporation	THRILL RIDES	85979379	4370154
Huffy Corporation	UNION FLYER	85741159	
Huffy Corporation	WICKED	85901056	
Huffy Corporation	WICKED W	85179919	4136388

Trademark Licenses:

1. License Agreement between Huffy and B-Spoke Leisure, LLP (“B-Spoke”), effective as of November 2012, and as Huffy consented to B-Spoke’s assignment of its rights to its Affiliate (as defined in the License Agreement).
2. License Agreement between Huffy and Todson, Inc., effective as of July 2011.