TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318149

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trek Bicycle Corporation		09/18/2014	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: 4

Property Type	Number	Word Mark
Serial Number:	86274575	RE:AKTIV
Serial Number:	86240927	DUAL SPORT
Serial Number:	86173619	ELECTRA
Serial Number:	86165331	RELIC

CORRESPONDENCE DATA

Fax Number: 2149813400

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; 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: 2001 Ross Avenue, Suite 3600
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-36770
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	09/26/2014

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 September 18, 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, Bikeurope 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, 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, by Amendment No. 7 to Amended and Restated Credit Agreement, dated as of January 31, 2014, among the Grantor, Trek Bicycle Corporation Limited, Bikeurope B.V., the Lenders and the Administrative Agent, and by Amendment No. 8 to Amended and Restated Credit Agreement, dated as of the date hereof, 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 the same has been amended by Amendment No. 1 to Sixth Amended and Restated Note Purchase Agreement, dated as of January 31, 2014, among the Grantor, certain Subsidiaries of the Grantor, and the Noteholders, and by Amendment No. 2 to Sixth Amended and Restated Note Purchase Agreement, dated as of the date hereof, among the Grantor, certain Subsidiaries of the Grantor, and the Noteholders, and as the same may be further 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 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.

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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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TRADEMARK
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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: Joseph R Siefker
Name: Joseph R Siefker
Title: CFO

STATE OF WI)
Jefferson COUNTY)

On Sept. 15, 2014, before me, Lisa Smith, Notary Public, personally appeared Joseph R Siefker, 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 WI

My Commission Expires: 7-6-18

TRADEMARK
REEL: 005369 FRAME: 0446

Exhibit A

Trademarks

Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date
RE:AKTIV RE:aktiv	USPTO	86274575 07-MAY-2014	
DUAL SPORT	USPTO	86240927 03-APR-2014	
ELECTRA	USPTO	86173619 23-JAN-2014	
RELIC	USPTO	86165331 14-JAN-2014	