

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM406515

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
United Wheels USA Corporation		05/13/2010	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Huffy Corporation
<b>Street Address:</b>	6551 Centerville Business Parkway
<b>City:</b>	Centerville
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45459
<b>Entity Type:</b>	Corporation: OHIO

## PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	0514533	D DAYTON
Registration Number:	0540150	HUFFY
Registration Number:	0695557	ROYCE UNION
Registration Number:	1219055	SANTA FE
Registration Number:	1393948	OLYMPIA
Registration Number:	1516528	HUFFY SPORTS
Registration Number:	1563004	HUFFY
Registration Number:	1915193	HUFFY TUFF
Registration Number:	1930283	HUFFY TUFF
Registration Number:	2010783	HUFFY ONE ON ONE
Registration Number:	2018352	HUFFY SPORTS
Registration Number:	2037595	DRASTIC
Registration Number:	2306065	ENIGMA
Registration Number:	2316097	SUPERCHARGER
Registration Number:	2318658	BLACKWATER
Registration Number:	2336612	HUFFY
Registration Number:	2352005	HUFFY
Registration Number:	2361882	ZEPPELIN
Registration Number:	2370195	MOJAVE GULCH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2435957	MICRO
Registration Number:	2437041	MISS BEHAVIN
Registration Number:	2480363	TANTRUM
Registration Number:	2729179	MICRO
Registration Number:	2748984	GREEN MACHINE
Registration Number:	3079474	ROCK IT
Registration Number:	3079475	SEA STAR
Registration Number:	3428244	FREE SPIRIT
Registration Number:	3842536	BIG DADDY
Registration Number:	3848170	BLACK WIDOW

**CORRESPONDENCE DATA**

**Fax Number:** 5132416234

*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:** (513) 241-2324

**Email:** ksmith@whe-law.com

**Correspondent Name:** Kathryn E. Smith, Wood Herron & Evans

**Address Line 1:** 441 Vine Street

**Address Line 2:** 2700 Carew Tower

**Address Line 4:** Cincinnati, OHIO 45202

<b>NAME OF SUBMITTER:</b>	Kathryn E. Smith
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<b>SIGNATURE:</b>	/Kathryn E. Smith/
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<b>DATE SIGNED:</b>	11/23/2016
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**Total Attachments: 5**

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May 13, 2010

Huffy Corporation  
6551 Centerville Business Parkway  
Centerville, OH 45459

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

Fifth Third Bank, as Agent  
38 Fountain Square Plaza  
MD #i0AT63  
Cincinnati, Ohio 45263

Attn: Steve M. Kuhn, Vice President

Dear Messrs. Kerr and Kuhn:

As of the date of this letter Huffy Corporation ("Huffy") is indebted to United Wheels USA Corporation ("UWUSA") in the total amount of \$10,233,753. This indebtedness originated from several different sources, as follows and is referred to in its entirety as the "UWUSA Indebtedness."

<u>Instrument</u>	<u>Origins of Instrument</u>	<u>Amount</u>
A. Term loan	Acquired from CITIC Ka Wah Bank	\$5,000,000
B. Distribution Note B	Acquired from Mark Stickel, Trustee	\$5,085,442
C. Distribution Note A	Acquired from Sinasure Group members	\$148,311
	TOTAL	<u>\$10,233,753</u>

Simultaneously with the establishment of Huffy's proposed financing arrangements with Fifth Third Bank as Agent for itself and other potential lenders ("Agent"), UWUSA proposes to extinguish all of the UWUSA Indebtedness through the receipt of \$6,533,753 in the form of 6,533,753 shares of Series B Preferred Stock to be issued to UWUSA by Huffy (the "Stock Component") and Huffy's payment to (or for the account of) UWUSA of \$3,700,000 cash (the "Cash Component").

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned acknowledges and agrees as follows:

1. **Satisfaction of UWUSA Indebtedness.** UWUSA hereby certifies that, as of the date hereof, the total amount necessary to satisfy the UWUSA Indebtedness is \$10,233,753 as noted above and that in satisfaction thereof UWUSA will accept the combination of the Stock Component and the Cash Component, as follows:

(a) **Cash Component.** As contemplated in a certain Note B Agreement of even date among UWUSA, Huffey, and Mark Stickel, Trustee (the "Trustee"), UWUSA intends to use \$2,683,184.42 from the Cash Component to purchase a certain Distribution Note B from the Trustee and hereby directs Agent to pay such amount directly to the Trustee in accordance with wiring instructions previously supplied to Agent by the Trustee. The remaining \$1,016,815.58 of the Cash Component will be sent to UWUSA by wire transfer per the following instructions:

Bank Name:	Fifth Third Bank
ABA Number:	042000314
Account Number:	7702223178
Account Name:	United Wheels USA Corporation
Reference:	United Wheels USA Corporation – Huffey

(b) **Stock Component.** Huffey and UWUSA have entered into a Debt Exchange and Subscription Agreement in the form appended hereto as Exhibit A (the "Debt Exchange and Subscription Agreement"). Huffey will issue 6,533,753 shares of its Series B Preferred Stock to UWUSA as provided in such agreement, and UWUSA will accept the same as the Stock Component. The Stock Component does not include 350,000 shares of Huffey's Series B Preferred Stock being separately purchased by UWUSA pursuant to the Debt Exchange and Subscription Agreement.

2. **Lien Releases.** The parties acknowledge that the portion of the UWUSA Indebtedness denominated as item A in the above table is secured by certain liens originally granted by Huffey to CITIC Ka Wah Bank and subsequently assigned to UWUSA (the "Term Loan Liens"), and the portions of the UWUSA Indebtedness denominated as items B and C in the above table are secured by certain liens (the "Distribution Note Liens") originally granted by Huffey to Wilmington Trust Company, N.A. ("Collateral Agent") as collateral agent for all of the holders of Huffey's Distribution Notes A and B and certain of its trade creditors. Upon its receipt of the Stock Component and the Cash Component, UWUSA shall (a) promptly deliver to Agent UCC-3 termination statements and such other lien release documentation with respect to the Term Loan Liens as Agent may reasonably request and shall otherwise take all necessary steps to release the Term Loan Liens and (b) deliver to Agent (pursuant to authorization granted by the Collateral Agent) UCC-3 termination statements and such other lien release documentation with respect to the Distribution Note Liens as Agent may reasonably request and shall otherwise take all necessary steps to release the Distribution Loan Liens.

3. **Obligations Terminated.** UWUSA agrees that upon its receipt of the Cash Component and the Stock Component, the UWUSA Indebtedness will be satisfied in full and Huffey

will have no further obligation to UWUSA with respect thereto. UWUSA will promptly deliver to Huffly all of the original notes or other instruments theretofore representing the UWUSA Indebtedness.

4. **Further Assurances.** At the request of Huffly or Agent, and at the sole cost and expense of Huffly, UWUSA agrees to execute or deliver to Huffly, Agent or their designees additional UCC terminations and such other further documents, instruments, terminations, and releases, in form and substance reasonably acceptable to Agent, as may be reasonably requested in order to effect or evidence more fully the matters covered hereby.

5. **Governing Law.** The validity, construction and effect of this Agreement shall be governed by the internal laws of the State of Ohio (without giving effect to principles of conflict of laws).

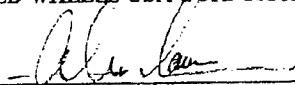
6. **Facsimile Signatures.** This letter may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and if so signed, (i) may be relied on by each party and Agent as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and submissible into evidence and all of which together shall be deemed to be a single instrument.

*[Signature page follows]*

Very truly yours,

UNITED WHEELS USA CORPORATION

By:   
Name: Alex S.K. Lam  
Title: President

Huffy:

HUFFY CORPORATION

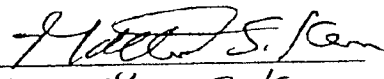
By:   
Name: Matthew S. Kerr  
Title: SVP/COO

Exhibit A

Debt Exchange and Subscription Agreement

[see attached]

**REDACTED**