

02-26-2001



COVER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissio.

101619463

ard the attached original documents or copy thereof.

10-98-0

1. Name of conveying party(ies):

Pacific Cycle, LLC

- Individual(s)
- General Partnership
- Corporation (Delaware)
- Other _____
- Association
- Limited Liability

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: GMAC Business Credit, LLC

Internal Address: 200 South Wacker Drive, Suite 3129

City: Chicago State: Illinois Zip: 60606

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: December 29, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

SEE ATTACHED SCHEDULE B

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: VEDDER,PRICE, KAUFMAN & KAMMHOLZ

Attention: Tammy S. Settle

Internal Address:

Street Address: 222 North LaSalle Street
Suite 2600

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: _____

112

7. Total Fee (37 CFR 3.41) \$ 2,815.00

- Enclosed
- Authorized to be charged to deposit account (Any Deficiencies)

8. Deposit account number: 22-0259

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Tammy S. Settle
Name of Person Signing

Tammy S. Settle
Signature

February 19, 2001
Date

Total number of pages including cover sheet, attachments, and document: **37**

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

02/26/2001 6TON11 00000167 1919567

01 FC:481 40.00 OP
02 FC:482 2775.00 OP

TRADEMARK
REEL: 002233 FRAME: 0099

TRADEMARK AND LICENSE SECURITY AGREEMENT
PACIFIC CYCLE, LLC And GMAC BUSINESS CREDIT, LLC
TRADEMARK REGISTRATIONS
SCHEDULE A

MARK	REGISTRATION NO.
PACIFIC CYCLE, USA	1,919,567
PACIFIC	1,613,712
DESIGN	2,172,707
ROADMASTER	1,579,972
ROADMASTER & DESIGN	1,650,080
TRAILBLAZER	2,036,101
FEARLESS	2,025,003
ACTION RIDER	1,809,044
ALPHA	1,810,014
BLACKHAWK	1,949,494
DAISY BICYCLE FOR TWO	1,287,051
DAISY TRIKE FOR TWO	1,287,052
DARING	1,834,567
FALCON (STYLIZED)	536,467
FANTASY	1,576,285
HEALTHMASTER	1,311,210
MOTOCYKES	1,802,670
PRO EDGE	1,309,915
R DESIGN MARK	1,896,111
RENEGADE	781,686
SCORCHER	1,281,458
SNO-NUT	1,211,704

MARK	REGISTRATION NUMBER
TOT-ROCKET	1,756,175
TURBO TOT	1,494,375
YANKEE CLIPPER	336,755
RAZZLE DAZZLE	1,674,982
ROAD MASTER (STYLIZED)	332,192
ADVENT	1,641,913
ADVENT	1,537,494
ADVENT	1,643,731
SHARK SNO BOARD	2,282,770
MONGOOSE	1,262,456
MONGOOSE	1,148,240
MONGOOSE CARTOON DESIGN	1,209,621
MONGOOSE	2,358,569
MOTOMAG	1,063,259
MOTOMAG	2,253,261
NEWMAN	2,346,270
ALTA	1,939,871
AMPLIFIER	1,787,464
AVALON	1,698,360
B.M.X. & DESIGN	1,148,842
CALIFORNIAN PRO	1,517,134
CHELSEA	1,696,912
CONFETTI	1,759,146
CROSSWAY	1,812,872
DECADE	1,531,880

MARK	REGISTRATION NUMBER
DECADE PRO (STYLIZED)	1,532,942
HOOLIGAN	1,654,038
IBOC & DESIGN	1,559,742
LITTLE FOOT & DESIGN	1,588,726
M LOGO	1,342,464
MANEUVER & DESIGN	1,558,935
MELODY	1,781,314
MENACE	1,665,451
MENACE	2,275,916
MINI CALIFORNIAN	1,518,821
MINI MOUNT	1,792,162
MITY TRAIL	1,782,090
MITYGOOSE	1,137,835
MONGOOSE M-1	1,592,913
MOONGOOSE M-1 MINI	1,595,218
MONGOSE ULTRA STORM	1,633,966
MOTOMAG II	1,189,226
MT. GRIZZLY	1,774,658
OUTER LIMIT AND DESIGN	1,559,741
OUTRIDER	1,845,104
PRO CLASS	1,352,698
SOLUTION	1,644,769
STYLIST (STYLIZED)	1,521,714
SUPERGOOSE	1,176,047

MARK	REGISTRATION NUMBER
SWITCHBACK (STYLIZED)	1,526,750
SYCAMORE	1,898,838
SCORCH	2,256,884
NEWMAN CDB ALLOY & DESIGN	2,290,904
MONGOOSE BOARDS AND DESIGN	2,358,586
ROADMASTER BICYCLES AND STYLIZED "R" LOGO	2,309,100
MONGOOOSE PRO	2,389,466

TRADEMARK AND LICENSE SECURITY AGREEMENT
PACIFIC CYCLE, LLC And GMAC BUSINESS CREDIT, LLC
TRADEMARK APPLICATIONS
SCHEDULE B

MARK	APPLICATION NO.
CROSS THE LINE	75/376,672
ANVIL	75/444,123
ALLY CAT & DESIGN	75/594,409
MONGOOSE	75/662,595
MONGOOSE	75/662,593
MONGOOSE	75/662,592
MONGOOSE	75/662,589
MONGOOSE (Snowboard bindings)	75/662,590
MONGOOSE	75/662,596
MONGOSE CHARACTER DEVICE	75/662,584
MONGOOSE CHARACTER DEVICE	75/662,588
MONGOSE CHARACTER DEVICE	75/662,576
MONGOSE CHARACTER DEVICE	75/662,591
MONGOSE CHARACTER DEVICE	75/662,594
MONGOOSE	75/662,575
MONGOOSE	75/662,585
MONGOOSE	75/662,586
MONGOOSE	75/662,587
MONGOOSE	75/684,918
MONGOSE CHARACTER DEVICE	75/684,919
MONGOOSE	75/684,920
MONGOOSE CHARACTER DEVICE	75/684,921

MARK	APPLICATION NUMBER
NEWMAN CHALLENGE	75/448,326
FREQUENT FLYER SMILES	75/440,097
FREQUENT FLYER SMILES	75/440,096
FREQUENT FLYER SMILES	75/440,094
TORQUE DRIVE SYSTEM	75/449,018
TORQUE DRIVE TD-PRO	75/449,017
TRUE TECHNOLOGIES	75/573,692
MGX (STYLIZED)	75/452,266
MGX & DESIGN	75/434,883
HOOP D	75/640,475
ELEMENT	75/860,473
BRAWLER	78/009,386

TRADEMARK AND LICENSE SECURITY AGREEMENT

TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of December 29, 2000, made by PACIFIC CYCLE, LLC ("Grantor"), a Delaware limited liability company, in favor of GMAC Business Credit, LLC, a Delaware limited liability company, as agent (the "Agent"), for the lenders ("Lenders") who are parties to that certain Credit Agreement of even date herewith (as the same may hereafter be amended or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, Lenders and Agent.

W I T N E S S E T H:

WHEREAS, Lenders, Agent and Grantor have entered into the Credit Agreement pursuant to which Lenders have, subject to certain conditions precedent, agreed to make loans, advances and other financial accommodations (collectively, the "Loans") to Grantor and Distribution; and

WHEREAS, Lenders have required as a condition, among others, to the making of the Loans, in order to secure the prompt and complete payment, observance and performance of all of Grantor's obligations and liabilities hereunder, under the Credit Agreement, and under all of the other instruments, documents and agreements executed and delivered by Grantor to Agent in connection with the Credit Agreement (all such obligations and liabilities being hereinafter referred to collectively as the "Obligations"), that Grantor execute and deliver this Agreement to Agent for its benefit and the ratable benefit of Lenders;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Defined Terms.

- (i) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Credit Agreement shall have the meanings specified in the Credit Agreement.
- (ii) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.

- (iii) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Grantor hereby grants to Agent for its benefit and the ratable benefit of Lenders, a first priority security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, in all of Grantor's now owned or existing and filed and hereafter acquired or arising and filed:

- (i) trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A attached hereto, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this Section 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");
- (ii) the goodwill of Grantor's business connected with and symbolized by the Trademarks; and
- (iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications, whether Grantor is licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B attached hereto, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of Agent's rights under the Credit Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include (A) any license agreement which by its terms prohibits the grant of the security interest contemplated by this Agreement or (B) any intent-to-use trademark applications to the extent the granting of a security interest hereunder shall in any way adversely affect such application.

3. Restrictions on Future Agreements. After the date hereof, Grantor will not, without the prior written consent of Agent (such consent not to be unreasonably withheld), enter into any

agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will use its commercially reasonable efforts not to permit any action to be taken by licensees or others subject to its control, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Agent under this Agreement or the rights associated with those Trademarks which are necessary or desirable in the operation of Grantor's business.

4. New Trademarks. Grantor represents and warrants that the Trademarks and Licenses listed on Schedules A and B, respectively, include all of the trademarks, trademark registrations, trademark applications, trade names (used within the last three years), service marks, service mark registrations, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks and service mark applications now owned or held by Grantor. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications (except intent-to-use applications), trade names, service marks, service mark registrations, service mark applications or license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application (except intent-to-use applications), trade name, service mark, service mark registration or service mark application, the provisions of Section 2 shall automatically apply thereto and Grantor shall give to Agent prompt written notice thereof. Grantor hereby authorizes Agent to modify this Agreement by (a) amending Schedules A or B, as the case may be, to include any future trademarks, trademark registrations, trademark applications, trade names, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, service mark registrations, service mark applications and trade names that are Trademarks or Licenses under Section 2, or under this Section 4, and (b) filing, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedules A or B thereto, as the case may be, such future trademarks, trademark applications, trade names, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and trade names which are Trademarks or Licenses under Section 2 or this Section 4.

5. Royalties. Grantor hereby agrees that the use by Agent of the Trademarks and Licenses as authorized pursuant to Section 11 shall be, to the extent permitted by applicable law, co-extensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to Grantor.

6. Nature and Continuation of Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full and the Credit Agreement terminated in accordance with its terms. At such time, the rights, liens and security interests granted to Agent hereunder shall also terminate and Agent shall promptly deliver to Grantor all such documents and instruments as may reasonably be necessary to

terminate the Liens created pursuant to this Agreement and to evidence such termination, including, without limitation, the rights granted under Section 21.

7. Further Assignments and Security Interests. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Credit Agreement, Grantor agrees that Agent or a conservator appointed by Agent, shall have the right to establish such reasonable additional product quality controls as Agent or such conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks. Grantor agrees (i) except as provided in the Security Agreement, not to sell or assign its respective interests in, or grant any license not in the ordinary course of business under, the Trademarks or the Licenses without the prior written consent of Agent, such consent not to be unreasonably withheld, (ii) use reasonable efforts to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (iii) not to change the quality of such products in any material adverse respect without the prior written consent of Agent, such consent not to be unreasonably withheld.

8. Duties of Grantor. Grantor shall have the duty, to the extent desirable in the normal conduct of Grantor's business and consistent with Grantor's current business practices (i) to use reasonable efforts to prosecute diligently any trademark applications or service mark applications that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks as Grantor deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of Grantor's rights in the trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Grantor shall not abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be necessary or economically desirable, in the Grantor's reasonable judgment, in the operation of the Grantor's business. Grantor agrees to retain an experienced trademark attorney for the filing and prosecution of all such applications and other proceedings. Agent shall not have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the sole account of Grantor and added to the Obligations secured hereby.

9. Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Credit Agreement, Agent shall have the right, but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse and indemnify Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this Section 9 (including, without limitation, all reasonable attorneys' and paralegals' fees). If, for any reason whatsoever, Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

10. Waivers. No course of dealing between Grantor and Agent, and no failure to exercise or delay in exercising on the part of Agent any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver of any of Agent's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the Credit Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Agent's Exercise of Rights and Remedies Upon Event of Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement, or any other agreement executed in connection therewith. Without limiting the generality of the foregoing, Grantor acknowledges and agrees that (i) the Trademarks and the Licenses comprise a portion of the Collateral and Agent shall have the right to exercise its rights under the Credit Agreement with respect to the Trademarks and the Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuance of an Event of Default, Agent or its nominee may use the Trademarks and the Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the Inventory, or otherwise in connection with the conduct of Grantor's business.

12. Authority of Agent. Grantor acknowledges that the rights and responsibilities of Agent under this Agreement with respect to any action taken by Agent or the exercise or non-exercise by Agent of any right or remedy provided for herein or resulting or arising out of this Agreement shall, as between Agent and Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between Agent and Grantor, Agent shall be conclusively presumed to be acting as agent for Lenders with full and valid authority so to act or refrain from acting, and Grantor shall be under no obligation, or entitlement, to make any inquiry respecting such authority.

13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by all the parties hereto.

15. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Grantor hereby irrevocably appoints Agent as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise to carry out the acts described below. Subject to the terms of the Credit Agreement, upon the occurrence and during the continuance of an Event of Default and the giving by Agent of written notice to Grantor of Agent's intention to enforce its rights and claims against Grantor, Grantor hereby authorizes Agent to, in its sole discretion

(i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Agent deems is in the best interest of Agent and Lenders, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. Agent shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 15 without taking like action with respect to the entire goodwill of Grantor's business connected with the use of, and symbolized by, such Trademarks. Grantor hereby ratifies all actions that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.

16. Binding Effect; Benefits. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Agent and its nominees, successors and assigns as permitted by the Credit Agreement. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however that Grantor shall not voluntarily assign its obligations hereunder without the prior written consent of Agent.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as distinguished from the conflicts of law provisions) and decisions of the State of Illinois.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

19. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto 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.

21. Right to Record Security Interest. Agent shall have the right, but not the obligation, at the expense of Grantor, to record this Agreement in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Agent, and Agent shall advise Grantor of such recordings. Upon satisfaction in full of the Obligations and termination of the Credit Agreement in accordance with its terms, Grantor shall have the right to effect the


recording of such satisfaction or termination at the expense of Grantor in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Grantor. Agent and Grantor shall promptly cooperate to effect all such recordings hereunder.

[SIGNATURE PAGE FOLLOWS]


(Signature Page to Trademark and License Security Agreement)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

PACIFIC CYCLE, LLC, a Delaware limited liability company

By: 
Name: Christopher Hornung
Title: President/CEO

GMAC BUSINESS CREDIT, LLC, a Delaware limited liability company, as Agent for the Lenders

By: 
Name: SHYAM AMLA
Title: Group President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing TRADEMARK AND LICENSE SECURITY AGREEMENT was executed and acknowledged before me this 29 day of December, 2000, by Christopher J. Hurnung, personally known to me to be the President / CEO of PACIFIC CYCLE, LLC, a Delaware limited liability company, on behalf of such entity.



Julie A. Stephens
Notary Public

My commission expires: 2/29/04

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing TRADEMARK AND LICENSE SECURITY AGREEMENT was executed and acknowledged before me this 29 day of December, 2000, by Shyam A. Ambadi, personally known to me to be the Group President of GMAC BUSINESS CREDIT, LLC, a Delaware limited liability company, on behalf of such entity.



Julie A. Stephens
Notary Public

My commission expires: 2/29/04

SCHEDULE A
to Trademark and License Security Agreement

TRADEMARKS

Grantor has the following trademarks:

SCHEDULE A
to Trademark and License Security Agreement

TRADEMARKS

Trademarks without Registration or Application numbers are common law claims based upon use which could be subject to challenge. Trademarks with the parenthetical A designation are applied for Trademark designations which could be subject to patent office rejection or opposition by third parties.

U.S. Registered

<u>Mark</u>	<u>Country</u>	<u>Registration Number or Application Number</u>	<u>Goods</u>
PACIFIC CYCLE, USA	USA	1,919,567 (September 19, 1995)	
PACIFIC	USA	1,613,712 (September 18, 1990)	
design	USA	2,172,707 (July 14, 1998)	
Cross The Line	USA	75/376,672(A)	Bicycles and Structural Parts Thereof
Roadmaster	USA	1,579,972	Bicycles and Tricycles
Roadmaster and Design	USA	1,650,080	Bicycles & Tricycles
Trailblazer	USA	2,036,101	Bicycles
Fearless	USA	2,025,003	Bicycles
Action Rider	USA	1,809,044	Tricycles and Pedal Cycles
Alpha	USA	1810014	Tricycles and Pedal Cycles
Blackhawk	USA	1,949,494	Bicycles
Daisy Bicycle for Two	USA	1,28,7051	Bicycles
Daisy Trike for Two	USA	1,287,052	Bicycles
Daring	USA	1,834,567	Bicycles
Falcon (Stylized)	USA	536,467	Bicycles
Fantasy	USA	1,576,285	Bicycles
Healthmaster	USA	1,311,210	Stationary Exercise Bicycles
Motocykes	USA	1,802,670	Bicycles
Pro Edge	USA	1,309,915	Bicycles
R Design Mark	USA	1,896,111	Bicycles & Tricycles
Renegade	USA	781,686	Bicycles
Scorcher	USA	1,281,458	Bicycles
Sno-Nut	USA	1,211,704	Inflatable Sleds

Tot Rocket	USA	1,756,175	Child's Ride-on Toys
Turbo Tot	USA	1,494,375	Child's Riding Toys
Yankee Clipper	USA	336755	Coasting Sleds
Razzle Dazzle	USA	1,674,982	Bicycles
Road Master (Stylized)	USA	332,192	Bicycles
Anvil	USA	75/444,123(A)	Bicycle Helmets
Ally Cat (and Design)	USA	75/594,409(A)	Tandem Bicycles for Adults and Children and Trailer Tandem Bicycles for Adults and
Advent	USA	1,641,913	Bicycle Hand Tools Pocket Set Comprising Wrenches and Screwdrivers
Advent	USA	1,537,494	Bicycle Accessories, Namely Cycling Gloves
Advent	USA	1,643,731	Mounts for Bicycles for Stationary Training
Shark Sno Board	USA	2,282,770	Snow Board
Mongoose	USA	1,262,456	Jersey Shirts, Sweaters, Shirts, Shorts, Trousers, and Track Suits
Mongoose	USA	1,148,240	Bicycles & Parts Therefor – Namely, Bicycle Frames, Forks, Seats & Tires
Mongoose Cartoon Design	USA	1,209,621	Bicycles, Bicycle Frames, Bicycle Wheels, Bicycle Forks and Bicycle Stems, Bicycle
Mongoose	USA	2,358,569	Skateboards & Snowboards
Mongoose	USA	75/662,595(A)	Walking Sticks
Mongoose	USA	75/662,593(A)	Skateboard Helmets
Mongoose	USA	75/662,592(A)	Scooters (Non-Motorized)
Mongoose	USA	75/662,589(A)	Snowshoes
Mongoose (Snowboard Bindings)	USA	75/662,590(A)	Snowboard Bindings
Mongoose	USA	75/662,596(A)	Skateboard Accessories, Namely, Decks, Trucks, Wheels, Knee Pads, Elbow Pads,
Mongoose Character Device (Skateboard Accessories)	USA	75/662,584(A)	Skateboard Accessories, Namely Decks, Trucks, Wheels, Knee Pads, Elbow Pads,
Mongoose Character Device	USA	75,662,588(A)	Snowboard Bindings

(Snowboard Bindings)			
Mongoose Character Device (Scooters Non-Motorized)	USA	75/662,576(A)	Scooters (Non-Motorized)
Mongoose Character Device (Snowshoes)	USA	75/662,591(A)	Snowshoes
Mongoose Character Device (Video Game)	USA	75/662,594(A)	Video Games
Mongoose (Wake Boards)	USA	75/662,575(A)	Wakeboards
Mongoose	USA	75/662,585(A)	Video Games
Mongoose	USA	75/662,586(A)	Sunglasses
Mongoose (Luggage)	USA	75/662,587(A)	Luggage
Mongoose	USA	75/684,918(A)	Childrens Plastic Ride-on Toys
Mongoose Character Device (Childrens Plastic Ride-on Toys)	USA	75/684,919(A)	Childrens Plastic Ride Ons
Mongoose	USA	75/684,920(A)	Childrens Plastic Multiple Activity Toys
Mongoose Character Device (Childrens Plastic Multiple Act	USA	75/684,921(A)	Childrens Plastic Multiple Activity Toys
Motomag	USA	1,063,259	Bicycle Wheels
Motomag	USA	2,253,261	Bicycle Wheels
Newman	USA	2,346,270	Bicycles and Structural Parts Thereof
Newman Frame Technologies	USA		Bicycles
Newman Challenge	USA	75/448,326	Conducting Athletic Events, Namely Bicycle Races
ALTA	USA	1,939,871	Bicycles
Amplifier	USA	1787464	Bicycles
Avalon	USA	1,698,360	Bicycles
B.M.X. & Design	USA	1,148,842	Bicycles
Californian Pro	USA	1517134	Bicycles
Chelsea	USA	1,696,912	Bicycles
Confetti	USA	1,759,146	Bicycles
Crossway	USA	1812872	Bicycles

Decade	USA	1531880	Bicycles
Decade Pro (Stylized)	USA	1532942	Bicycles
Hooligan	USA	1,654,038	Bicycles
IBOC & Design	USA	1559742	Bicycles
Little Foot & Design	USA	1588726	Bicycles
M Logo	USA	74511	Bicycles
Maneuver	USA	470460	Bicycles
Maneuver & Design	USA	1558935	Bicycles
Melody	USA	1,781,314	Bicycles
Menace	USA	1,665,451	Bicycles
Menace	USA	2,275,916	Bicycles
Mini Californian	USA	1518821	Bicycles
Mini Mount	USA	1792162	Bicycles
Mity Trail	USA	1782090	Bicycles
Mitygoose	USA	1137835	Bicycles
Mongoose M-1	USA	1,592,913	Bicycles
Mongoose M-1 Mini	USA	1,595,218	Bicycles
Mongoose Ultra Storm	USA	1,633,966	Bicycles
Motomag II	USA	57835	Bicycle Wheels
Mt. Grizzly	USA	1,774,658	Bicycles
Outer Limit and Design	USA	1559741	For Bicycles
Outrider	USA	1845104	For Bicycles
Pro Class	USA	1352698	For Bicycles and Parts Thereof
Solution	USA	1521714	For Bicycles
Stylist (Stylized)	USA	1521714	
Supergoose	USA	1176047	For Bicycles and Bicycle Structural Parts
Switchback (Stylized)	USA	1526750	For Bicycles
Sycamore	USA	1898838	Bicycles
Frequent Flyer Smiles	USA	75/440,097(A)	Clothing, Namely, Shirts, Jackets and Hats
Frequent Flyer Smiles	USA	75/440,096(A)	Fan Club
Frequent Flyer Smiles	USA	75/440,094(A)	Snow Sleds for Recreational Use, Ride-on Toys, Christmas Tree Ornaments, and
Scorch	USA	2,256,884	Bicycles
Psychotic	USA		Bicycle Parts, Namely, Forks,

			Handlebars, Bike Ends, Stems, Cranks, Seats, Seat
Torque Drive System	USA	75/449,018(A)	Bicycle Parts, Namely, Bicycle Gear Shifting Systems
Torque Drive TD-Pro	USA	75/449,017(A)	Bicycle Parts, Namely, Bicycle Gear Shifting Systems
Newman CDB Alloy (& Design)	USA	2,290,904	Bicycles and Structural Parts Thereof
True Technologies	USA	75/573,692(A)	Bicycle and Bicycle Parts, Namely, Frames
Mongoose Boards and Design	USA	2,358,586	Snowboards & Skateboards
MGX (Stylized)	USA	75/452,266(A)	Bicycles & Structural Parts Thereof
MGX & Design	USA	75/434,883(A)	Bicycles and Bicycle Accessories
Roadmaster Bicycles and Stylized "R: logo within a circle	USA	2,309,100	Bicycles
Hoop D	USA	75/640,475(A)	Bicycles
Mongoose Pro	USA	2,389,466	For Bicycles
Element	USA	75/860,473(A)	Bicycles
Buttmaster	USA	95,587,821	Exercise Equipment, Designed to Exercise Buttocks
Brawler	USA	78/009,386(A)	Bicycles and Bicycle Parts

U.S. Unregistered

<u>Mark</u>	<u>Country</u>	<u>Registration Number or Application Number</u>	<u>Goods</u>
Pathfinder	USA		Vehicles; Apparatus for Locomotion by Land, Air or Water
Oak Collector's Edition	USA		Vehicles: Apparatus for Locomotion by Land, Air or Water
Timberland Trails	USA		Vehicles; Apparatus for Locomotion by Land, Air or Water
Odessey Sport Series II	USA		Vehicles; Apparatus for Locomotion by Land, Air or Water
Aerojam	USA		Vehicles; Apparatus for Locomotion by Land, Air or Water
Mark R. Design	USA		
Design Mark (Skull & Wings)	USA		Bicycles
Flat Rock	USA		Bicycles
Oak Express	USA		Toys, Steel Wagon with Oak Rails
Pathfinder	USA		Toys, Steel Wagon with Oak Rails
Oak Collector's Edition	USA		Toys, All Oak Wagon
Timberland Trails	USA		Toys, Wood Wagon
Odyssey Sport Series II	USA		Snow Boards
Aerojam	USA		Snow Boards
Indigo Pass	USA		Mountain Bikes
Indigo River	USA		Mountain Bikes
Canyon Pass	USA		Mountain Bikes
Highland Pass	USA		Mountain Bikes
Red River	USA		Mountain Bikes
Pine Valley	USA		Mountain Bikes
American Classic	USA		Bikes
Rip Tide	USA		Bicycles
Wave Rider	USA		Bicycles
Assault One	USA		Bikes

Dominion	USA	Bicycles
Instinct	USA	Bicycles
Satisfaction	USA	Bicycles
Springbrook	USA	Bicycles
Purple Haze	USA	Bicycles
Flatlander	USA	Bicycles
No Mercy	USA	Bicycles
Live Fast	USA	Bicycles
X26.98154	USA	Bicycles
Fastback SS	USA	Bicycles
Landslide	USA	Bicycles
Basa Ridge	USA	Bicycles
Black Moon	USA	Bicycles
Cliff Hanger	USA	Bicycles
Rock Hanger	USA	Bicycles
Rough Cut	USA	Bicycles
Technica	USA	Bicycles
EFX	USA	Bicycles
Force 10	USA	Bicycles
Pro Moves	USA	Bicycles
Alien Invader	USA	Bicycles
Summer Fun	USA	Bicycles
Sweet Adventures	USA	Bicycles
Play Time	USA	Bicycles
Extreme Machine	USA	Bicycles
Spit Fire	USA	Bicycles
Charmer	USA	Bicycles
Tropical Dreamer	USA	Bicycles
Heat Wave	USA	Bicycles
Shimmer	USA	Bicycles
Bruiser	USA	Bicycles
Fury	USA	Bicycles
Scavenger	USA	Bicycles
Outbreak	USA	Bicycles
Happy Days	USA	Bicycles
Rosebuggy	USA	Riding Toys
Sno-Kat	USA	Plastic Sleds
Lock'N-Pin	USA	Seat Pedestal Mounts, Seat Posts and Base Plates
Adventure	USA	Bicycles and Bicycle Accessories
Kids In Motion	USA	Trikes, Wagons, Bikes & Strollers
Sit and Scoot	USA	Non-Pedal Ride-On
Tiny Trax	USA	Bicycles

Miniature Wonders	USA		Miniature Bicycles & Toys?
Nostalgic Miniatures	USA		Miniature Bicycles & Toys?
Lil' Classics	USA		Miniature Bicycles & Toys?
American Traditional Miniatures/American Miniatures	USA		Miniature Bicycles & Toys?
Torque	USA		Bicycles
Kids on the Move	USA		Bicycles, Wagon & Strollers
MGX Bicycles & Design	USA		Bicycles & Bicycles Accessories
Frequent Flyer Smiles	USA		Snow Sleds for Recreational Use, Ride-on Toys, Christmas Tree Ornaments, and
Frequent Flyer Smiles	USA		Bicycles, Tricycles and Wagons
Torque Drive TD-Pro	USA		Bicycle Parts, Namely, Bicycle Gear Shifting Systems
Fun in Motion	USA		Bicycles, Tricycles & Wagons
Fun in Motion	USA		Snow Sleds for Recreational Use
MGX (word mark)	USA		Snowboards & Skateboards
Raider	USA		Bicycles
Body Strider	USA		Exercising Equipment, Namely Manually-Operated Magnetic Resistance Machines
Severe	USA		Bicycles and Bicycle Parts
R.P.M.	USA		Bicycles
Fuzz	USA		Bicycles
Fuzz Pro	USA		Bicycles

Non-U.S.

<u>Mark</u>	<u>Country</u>	<u>Registration Number or Application Number</u>	<u>Goods</u>
Roadmaster	VIET		Bicycles and Bicycle Parts
Roadmaster and Design	CANA		Bicycles and Tricycles
Roadmaster and Design	CHIN	93115680(A)	Toy Autos; Toy Wagons; Pedal Tractors; Swing Sets; Scooters; Exercise and
Roadmaster and Design	GBRI	1,515,571	Toy Autos; Toy Wagons; Pedal Tractors; Swing Sets; Scooters; Exercise and
Roadmaster and Design	IREL	157,179	Toy Autos; Toy Wagons; Pedal Tractors; Swing Sets; Scooters; Exercise and
Roadmaster and Design	KORS	314,117	Toy Autos; Toy Wagons; Pedal Tractors; Swing Sets; Scooters; Exercise and Fitness
Roadmaster and Design	MEXI	472,373	Bicycles & Tricycles
Roadmaster and Design	PORT	293,574(A)	Toy Autos; Toy Wagons; Pedal Tractors; Swing Sets; Scooters; Exercise and Fitness
Roadmaster and Design	SPAI	1732834(A)	
Roadmaster and Design	CHIN	1,245,626	Snow Shovels
Roadmaster	CHIN	970103612(A)	Wagons, Bicycles & Tricycles
Roadmaster	CHIN	960103613(A)	Playset Building (Namely, Kid Activity Garage, Big Top Filled with Rubber Balls,
Roadmaster & Design	CHIN		Bicycles & Tricycles
Roadmaster	NEWZ		Bicycles
Action Rider	CANA	TMA370,106	Tricycles
Eagle w/Ribbon Scroll (Design)	CANA	212/46395	Sleds
Roadmaster Corporation and Design	ATRA	149,633	Bicycles & Tricycles
Roadmaster Corporation and	BENE	535,370	Bicycles & Tricycles

Design			
Roadmaster Corporation and Design	CANA	TMA452,407	Bicycles & Tricycles
Roadmaster Corporation	CHIN		
Roadmaster Corporation and Design	DENM	16240/1996	Bicycles and Tricycles
Roadmaster Corporation and Design	FINL	134,558	Bicycles and Tricycles
Roadmaster Corporation and Design	FRAN	92,440,121	Bicycles and Tricycles
Roadmaster Corporation and Design	GBRI	1,515,568	Bicycles, Tricycles; Parts and Fittings for all the Aforesaid Goods
Roadmaster Corporation and Design	GERM	2,039,499	Bicycles and Tricycles
Roadmaster Corporation and Design	GREC	115,245	Bicycles and Tricycles
Roadmaster Corporation and Design	IREL	157,180	Bicycles, Tricycles; Parts and Fittings Included in Class 12 for the
Roadmaster Corporation and Design	ITAL	674,790	Bicycles and Tricycles
Roadmaster Corporation and Design	JAPA	3,296,908	Toys, Dolls and Sporting Goods
Roadmaster Corporation and Design	KORS	30748/1993(A)	Bicycles and Tricycles
Roadmaster Corporation and Design	MEXI	466,558	Toy Autos; Toy Wagons; Toy Pedal Tractors; Swing Sets; Scooters; Exercise and
Roadmaster Corporation and Design	NORW	165,586	Bicycles and Tricycles
Roadmaster Corporation and Design	PORT	293,575(A)	Bicycles and Tricycles
Roadmaster	SPAI	1,730,158	Toy Autos; Toy Wagons; Toy

Corporation and Design			Pedal Tractors; Swing Sets; Scooters; Exercise and Bicycles and Tricycles
Roadmaster Corporation and Design	SWED	257,117	
Roadmaster Corporation and Design	SWIT	401,016	Bicycles and Tricycles
Roadmaster Corporation and Design	GBRI	1,515,569	Toy Automobiles; Toy Wagons; Pedal Tractors; Swings, Stationary Exercise Cycles;
Roadmaster Corporation and Design	IREL	157,181	Toys, Toy Autos, Toy Wagons; Toy Pedal Tractors; Swing Sets; Scooters; Exercise and
Roadmaster Corporation and Design	KORS	314,123	Toy Autos, Toy Wagons; Pedal Tractors; Swing Sets; Scooters; Exercise and Fitness
Roadmaster Corporation and Design	MEXI	472,374	Bicycles and Tricycles
Roadmaster Corporation and Design	PORT	293,576(A)	Toy Autos, Toy Wagons; Pedal Tractors; Swing Sets; Scooters; Exercise and Fitness
Roadmaster Corporation and Design	SPAI	1,732,833	
Roadmaster Junior	CANA	TMA293,378	Bicycles
Allycat	ASTL	720,873	Trailers in Class 12 Including Bicycle Trailers
Allycat	ATRA	171,358	Bicycle Trailers
Ally Cat Bicycles, Inc. & Design	CANA	TMA475,157	Tandem Bicycles for Adults and Children and Trailer Tandem Bicycles for Adults
Allycat	CHIN	1,179,143	Bicycle Trailers
Ally Cat Bicycles, Inc. & Design	GERM	395 34 515	Tandem Bicycles for Adults and Children and Trailer Tandem Bicycles for Adults
Allycat	SWIT	441,515	Bicycle Trailers
Allycat	TAIW	85055690(A)	Bicycle Trailers
Advent	ASTL	705,215	Bicycle Helmets, Cycling Computers, Speedometers and Odometers
Advent	CTM	149,278	Bicycle Locks

Advent	FRAN	96,605,547	Bicycle Helmets, Cycling Computers, Speedometers and Odometers
Advent	GERM	396 00 151	Tools for Bicycle Repair
Advent	TAIW	736863	Helmets
Advent	ASTL	715,324	Bicycle Hand Tools Pocket Set Comprising Wrenches and Screwdrivers, Hand Tools and
Advent	GERM	396 00 151	Bicycle Accessories, Namely Cycling Gloves
Mongoose	ARGE	1,636,738	All Goods in the Class
Mongoose	ASTL	A321,031	Bicycles, Bicycle Frames and Parts Thereof and all Other Goods Included in This
Mongoose	ATRA	143,800	Bicycles and Bicycle Parts and Accessories Within International Class 12
Mongoose	BENE	360023	Bicycles & Parts Therefor
Mongoose	BRAZ	810748304	Bicycles, Bicycles Accessories and Components
Mongoose	CANA	264,644	Bicycles, Bicycle Frames and Parts Thereof and all Other Goods Included in This
Mongoose	CHIN	1185458	Bicycles and Bicycle Parts. Namely Bicycle Frames, Forks, Seats and Tires
Mongoose	COLO	200376	Jersey Shirts, Sweaters, Shirts, Shorts, Trousers and Track Suits
Mongoose	CTM	144808	Bicycles and Parts and Fittings, Tires for Vehicles
Mongoose	CZEC	181,159	Bicycles and Bicycle Parts and Accessories
Mongoose	DENM	03248/1983	Bicycles and Parts Therefor, Such as Bicycle Frames, Forks, Seats and Tires
Mongoose	ECUA	DNPI-1435-98-MICIP	Bicycles and Parts Therefor, Such as Bicycle Frames, Forks, Seats and Tires
Mongoose	FINL	120079	Vehicles (Bicycles)
Mongoose	FRAN	1,536,146	Bicycles & Parts Therefor
Mongoose	GBRI	1,161,072	Cycles and Parts and Fittings Therefor Included in Class 12; Tyres for Vehicle
Mongoose	GERM	1,003,572	Bicycles and Parts Therefor
Mongoose	HUNG	136,493	Bicycles and Bicycle Parts,

			Bicycle Frames, Forks, Seats and Tires
Mongoose	ICEL	987/1992	Bicycles and Bicycle Parts, Bicycle Frames, Forks, Seats and Tires
Mongoose	INDI	781,129(A)	Bicycles and Bicycle Parts, Namely Bicycle Frames, Forks, Seats and Tires
Mongoose Cartoon Character Device	INDO	D9820617(A)	Bicycles and Bicycle Parts
Mongoose	IREL	107,404	Bicycles and Bicycle Parts, Bicycle Frames, Forks, Seats and Tires
Mongoose	ISRA	102,794	Bicycles, Bicycle Parts and Accessories
Mongoose	ITAL	588,101	Bicycles and Bicycle Parts, Bicycle Frames, Forks, Seats and Tires
Mongoose	JAPA	1,597,133	Bicycles and all Other Goods in This Class
Mongoose (word mark)	MAYS	99/00168(A)	Bicycles and Bicycle Parts
Mongoose	MEXI	279,241(A)	Vehicles; Apparatus for Locomotion by Land, Air or Water
Mongoose	NEWZ	136,315	Articles of Clothing
Mongoose	NORW	158,520	For all Goods Covered in Class 12 or Bicycle Parts Thereof Namely Bicycle
Mongoose	PARA	194,239	For all Goods Covered in Class 12 or Bicycle Parts Thereof Namely Bicycle
Mongoose	PERU	33,857	Bicycles and Bicycle Parts, Such as Bicycle Frames, Forks, Seats and Tires
Mongoose	SAFR	83/5009	Clothing Including Jerseys, Sweaters, Shirts, Shorts, Trousers, Track Suits,
Mongoose	SLOV	Z-9670171(A)	For all Goods in Class 12
Mongoose	SLVK	174,158	For all Goods in Class 12
Mongoose	SPAI	1,014,458/7	Bicycles and Bicycle Parts Therefore; Namely, Bicycle Frames, Forks, Seats and Tires
Mongoose	SWED	240,938	Bicycles, Tricycles & Other Apparatus for Locomotion by

			Land; Frames; Forks;
Mongoose	SWIT	399,070	Bicycles, Tricycles & Other Apparatus for Locomotion by Land; Frames; Forks;
Mongoose	TAIW	185,825	For Bicycles and Parts in Class 90
Mongoose	THAI		Apparatus for Locomotion by Land, Air or Water
Mongoose	TURK	166,964	Bicycles, Tricycles & Other Apparatus for Locomotion by Land; Frames; Forks;
Mongoose	VENE	114,296	Ropes String Nets Tents Awnings Tarpaulins Sails Sacks &
Mongoose	VIET	40 406(A)	Bicycles and Bicycle Parts
Mongoose	ARGE	1,656,441	Jersey Shirts, Sweaters, Shirts, Shorts, Trousers, and Track Suits
Mongoose	ASTL	A369,510	Jerseys, Sweaters, Shirts, Shorts, Trousers, Track Suits and Articles of Sports
Mongoose Cartoon Design	BENE	355620	Bicycles, Bicycle Frames, Bicycle Wheels, Bicycle Forks and Bicycle Stems
Mongoose Design	BRAZ	817204113	Bicycles, Bicycle Accessories and Components
Mongoose Design	CANA	280,990	Bicycles, Bicycle Frames, Bicycle Wheels, Bicycle Forks and Bicycle Stems
Mongoose	CHIN		
Mongoose	COLO	202649	Bicycles and Parts Therefor, Such as Bicycle Frames, Forks, Seats and Tires
Mongoose Cartoon Design	CTM	163162	Bicycles and Parts and Fittings, Tires for Vehicles
Mongoose	ECUA	DNPI-1433-98-MICIP	Jersey Shirts, Sweaters, Shirts, Shorts, Trousers & Track Suits
Mongoose Cartoon Design	FRAN	1,601,356	Clothing Footwear Headgear
Mongoose	GBRI	1,1610,74	Jerseys, Sweaters, Shirts, Shorts, Trousers, Track Suits and Articles of Sports
Mongoose	INDI	781,127(A)	Clothing, Namely Jersey Shirts, Sweaters, Shirts, Shorts, Trousers and Track Suits
Mongoose	INDO	D98 19439(A)	Bicycle & Bicycle Parts

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Cartoon Character			
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Mongoose Cartoon Design	ISRA	102795	Bicycles, Bicycle Parts and Accessories
Mongoose Cartoon Design	JAPA	1534932	Bicycles and all Other Goods in this Class
Mongoose Cartoon Character ("Maurice")	MAYS	99/00170 (A)	Bicycles and Bicycle Parts
Mongoose	MEXI	277348 (A)	Clothing Footwear Headgear
Mongoose	NEWZ	136316	Articles of Clothing
Mongoose	PERU	34112	Jersey Shirts, Sweaters, Shirts, Shorts, Trousers and Track Suits
Mongoose	SAFR	81/9671	Bicycles, Tricycles & Other Apparatus for Locomotion by Land; Frames, Forks,
Mongoose Cartoon Design	SLOV	Z-9670172 (A)	For all Goods in Class 12
Mongoose Cartoon Design	TAIW	187318	For Bicycles and Parts in Class 90
Mongoose	TURK	166922	Bicycles, Tricycles & Other Apparatus for Locomotion by Land; Frames; Forks;
Mongoose	VENE	114563	Advertising & Business
Mongoose Cartoon Character ("Maurice")	VIET	N983492 (A)	Bicycles and Bicycle Parts
Mongoose	ASTL		Bicycles & Parts Therefor, Namely, Bicycle Frames, Forks, Seats & Tires;
Mongoose Design	BRAZA	817204121	Men's, Women's, Boys' and Girls' Jerseys; Bicycle Protective Pads and Totes
Mongoose	CHIN	1,210,765	Clothing, Namely Jersey Shirts, Sweaters, Shirts, Shorts, Trousers and Track
Mongoose	GBRI	1161073	Leather & Imitations of Leather & Goods Made of These
Mongoose Cartoon Design	SAFR	83/1824	Apparatus for Locomotion by Land Including Bicycles, Tricycles, Motor Cycles;
Mongoose	VENE	114564	Building Materials (Non- Metallic); Non-Metallic Rigid Pipes
Mongoose Cartoon Character	VIET	34 299	Bicycles and Bicycle Parts

Device			
Mongoose & Design	CA	74510	Bicycles and Bicycle Accessories
Mongoose Cartoon Design	ASTL	A325,410	Bicycles, Bicycle Frame, Bicycle Wheels, Bicycle Forks and Bicycle Stems
Mongoose Cartoon Design	GBRI	1140068	Leather & Imitations of Leather & Goods of These
Mongoose Cartoon Design	SAFR	83/1725	Items of Clothing, Including Footwear
Mongoose	VE NE	117895	Advertising & Business
Mongoose (Stylized)	CA	61904	Bicycles, Bicycle Frames & Forks
Mongoose Cartoon Design	ASTL	A325,411	Leather & Imitations of Leather & Goods Made of These
Mongoose Cartoon Design	GBRI	1140069	Clothing Footwear Headgear
Mongoose	CA	58931	Bicycles
Mongoose Cartoon Design	ASTL	A325412	Clothing Footwear Headgear
Mongoose Cartoon Design	GBRI	1140067	Vehicles; Apparatus for Locomotion by Land, Air or Water
Moon Goose	ARGE	1308847	Bicycles, Wheeled Vehicles in General, Parts and Accessories Thereof
Motomag	CANA	TMA259,313	Bicycle Wheels
Motomag	CHIN	1299623	Bicycle Wheels
Motomag	TAIW	185823	Bicycles & Parts
Motomag	TAIW	851672	Bicycle Wheels
ALTA	TAIW	374152	Bicycles
Athalon	TAIW	384565	Sunglasses
B.M.X. and Device	ASTL	B325,413	Vehicles; Apparatus for Locomotion by Land, Air or Water
B.M.X. & Design	BENE	0,356,310	Bicycle Frames & Bicycle Wheels
B.M.X. & Design	CANA	267,363	Bicycle Frames & Bicycle Wheels
California Pro	TAIWA	439447	Vehicles, Bicycles and Their Components and Parts
Expert	TAIW	435,584	Bicycles and Parts Thereof
Hilltopper	SWED	242472	Bicycles
Hilltopper	TAIW	374151	Bicycles

IBOC	TAIW	470487	Bicycles
Little Foot	TAIW	435583	Vehicles, Bicycles and Their Components and Parts
Menace (word mark)	ASTL	764272	Bicycles and Parts Thereof Including Frame, Forks and Seats; Bicycle
Mighty Trike	TAIW	515,003	Tricycles
Mini Californian	TAIWA	439446	Vehicles, Bicycles and Their Components and Parts
Mitygoose	TAIW	470458	Bicycles
Mitygoose	CA	57920	Bicycles
Mongoose the Winner's Choice & Design	CA	64,768	Tote Bags
Outer Limit	TAIW	470459	Bicycles
Pro Class	ASTL	B432106	(Bicycles); Vehicles; Apparatus for Locomotion by Land Air or Water
Pro Class	CANA	A301247	Vehicles; Apparatus for Locomotion by Land Air or Water
Pro Class	FRAN	1298170	Vehicles; Apparatus for Locomotion by Land Air or Water
Pro Class in block letters	CA	75454	Bicycles and Bicycle Accessories
Supergoose	CA	60974	For Bicycles
Switchback	SWED	245342	Vehicles, Bicycles and Their Components and Parts
Switchback	TAIW	435,582	Vehicles, Bicycles and Their Components and Parts
Sycamore	SWED	245343	Vehicles, Bicycles and Their Components and Parts
Sycamore	TAIW	435581	Vehicles, Bicycles and Their Components and Parts
Trophy Class	TAIW	513,292	Handlebar Bag, Bicycle Rider Bags
Trophy Class	TAIW	515,077	Wrench, Screwdrivers, Pliers, Tire Lever, Chain Rivet Extrator, Pump (Bicycle Tools
Trophy Class	TAIW	515,005	Bicycle Car Carriers, Bicycle Seats
Trophy Class	TAIW	512,002	Bicycle Indoor Exercise Kit, Wrist Bands, Headbands
Trophy Class	TAIW	513,609	Bicycle Locks
Trophy Class	TAIW	511,700	Bicycle Speedometer

Wheel Design (design mark)	CANA	A294,104	Vehicles; Apparatus for Locomotion by Land Air or Water
Torque Drive System	TAIW		Bicycle Parts
Torque Drive TD- Pro	TAIW	75/449,019(A)	Bicycle Parts
MGX (word mark)	ASTLA	764,274(A)	Bicycles and parts Thereof Including Bicycle Frames, Forks and Seats; Bicycle Accessories
Torque Drive TD- Pro	TAIW		Bicycle Parts

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SCHEDULE B
to Trademark and License Security Agreement

LICENSES

Grantor has the following licenses:

SCHEDULE B
to Trademark and License Security Agreement

LICENSES

Grantor is party to the following licenses:

1. Agreement between Grantor, as licensor, and Bell Sports Inc., as licensee, dated as of September 1, 1998, as amended, with respect to certain trademarks.
2. License Agreement between Grantor, as licensor, and Empire of California, Inc., as licensee, dated as of August 26, 1999, with respect to certain trademarks.
3. Agreement between Grantor, as licensor, and Hupa International, Inc., as licensee, dated as of June 1, 2000, with respect to certain trademarks.
4. Agreement between Grantor, as licensor, and Hyline All-Terrain Board Company L.L.C., as licensee, dated as of February 1, 1999, with respect to certain trademarks.
5. Agreement between Grantor, as licensor, and Hyp Hats, as licensee, dated as of October 14, 1999, with respect to certain trademarks.
6. Agreement between Grantor, as licensor, and InGEAR, as licensee, dated as of September 29, 1999, with respect to certain trademarks.
7. Agreement between Grantor, as licensor, and Moshay Inc. d/b/a A4, as licensee, dated as of October 5, 1999, with respect to certain trademarks.
8. Agreement between Grantor, as licensor, and Spin Master Toys, as licensee, dated as of October 5, 1999, with respect to certain trademarks.
9. Agreement between Grantor, as licensor, and World Sports International, as licensee, dated as of August 16, 1999, with respect to certain trademarks.
10. Agreement between Schwinn Cycling & Fitness Inc., as licensor, and Grantor, as licensee, dated as of June 30, 2000, with respect to certain trademarks.

VEDDER PRICE

VEDDER, PRICE, KAUFMAN & KAMMHOLZ

222 NORTH LASALLE STREET

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TAMMY S. SETTLE
LEGAL ASSISTANT
312-609-7838

A PARTNERSHIP INCLUDING VEDDER, PRICE, KAUFMAN & KAMMHOLZ, P.C.
WITH OFFICES IN CHICAGO AND NEW YORK CITY

February 19, 2001

VIA FEDERAL EXPRESS

Assistant Commissioner of Patents & Trademarks
Office of Public Records
1213 Jefferson Davis Highway
Third Floor
Arlington, VA 22202

Re: Trademark and License Security Agreement
Reference No. 31656.00.0020

Dear Sir:

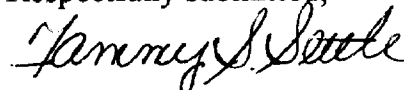
Attached please find the Trademark and License Security Agreement between Pacific Cycle, LLC and GMAC Business Credit, LLC for recordation in the Assignment Branch of the United States Patent and Trademark Office along with a check in the amount of \$2,815.00 for the required filing fee.

Any additional fees should be charged to our Deposit Account No. 22-0259.

Please direct all correspondence regarding this matter to:

Tammy S. Settle
Vedder, Price, Kaufman & Kammholz
222 North LaSalle Street, Suite 2600
Chicago, Illinois 60601
(312) 609-7838

Respectfully submitted,



Tammy S. Settle

Enclosures

cc: Jenny Sepulveda (w/encs.)

TRADEMARK
REEL: 002233 FRAME: 0136

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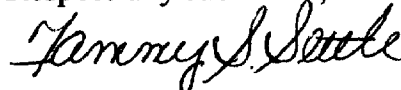
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Respectfully submitted,



Tammy S. Settle

Enclosures

cc: Jenny Sepulveda (w/encs.)

RECORDED: 02/26/2001

TRADEMARK
REEL: 002233 FRAME: 0137