



07-18-2001



101781394

MUD  
7/12/01

REC

TO: The Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, Washington, D.C. 20503. Please record the attached original document(s) or copy(ies).

**Submission Type**

New

Resubmission Document ID #  (Non-Recordation)

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

**Conveyance Type**

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger  Effective Date  
Month Day Year

Change of Name

Other

**Conveying Party**

Mark if additional names of conveying parties attached

Name  Execution Date   
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Receiving Party**

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**FOR OFFICE USE ONLY**

07/17/2001 6TOM11 00000133 1949392

01 FC:481 40.00 DP  
02 FC:482 1400.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20503, and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK**  
REEL: 002325 FRAME: 0833

Rec'd. Ref. 07/17/2001 6TOM11  
 DM: 500639  
 Name/Number: 1949392  
 FC: 704  
 \$7.00 CR

**Domestic Representative Name and Address**

Enter for the First Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

(415) 984-8774

Name

Jill H. Matichak, Esq.

Address (line 1)

O'Melveny & Myers LLP

Address (line 2)

Embarcadero Center West

Address (line 3)

275 Battery Street, Suite 2600

Address (line 4)

San Francisco, CA 94111-3305

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# 6

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1,949,392	1,890,464	1,655,500
1,256,799	1,834,561	2,398,384
2,429,939	2,051,237	2,427,076

**Number of Properties**

Enter the total number of properties involved.

# 57

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 1,447.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# 500639

Authorization to charge additional fees:

Yes

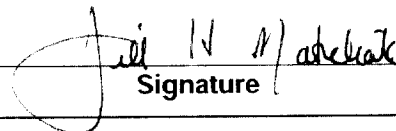
No

**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. Charges to deposit account are authorized, as indicated herein.

Jill H. Matichak, Esq.

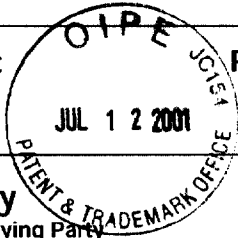
Name of Person Signing



Signature

07/11/01

Date Signed



**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship/State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual     General Partnership     Limited Partnership

Corporation     Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from the Assignment).

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

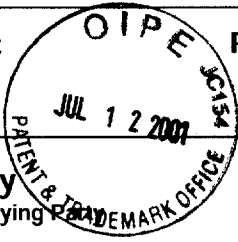
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

2,154,024	1,836,389	1,657,330
1,390,696	2,067,616	1,496,698
1,255,269	2,108,259	2,381,780
2,049,640	2,063,763	2,063,764
2,151,070	2,070,491	1,408,388
2,053,270	2,044,325	2,089,704



**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

**Conveying Party**

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Receiving Party**

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from the Assignment).

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

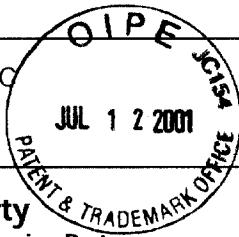
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1,508,045	1,496,690	1,885,965
1,706,566	2,379,924	2,056,133
1,340,590	1,921,857	1,323,102
1,256,797	1,515,498	1,709,918
1,264,883	1,940,549	1,191,639
1,558,922	1,512,603	2,225,788



**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Receiving Party**

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from the Assignment).

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1,378,009	1,529,532	1,722,924
1,932,244	1,311,013	1,309,903
2,062,086	1,726,594	1,374,703
1,269,133	1,441,993	1,834,566
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, SPECIALIZED BICYCLE COMPONENTS, INC.**, a California corporation ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Specialized Bicycle Components, Inc., a California corporation ("Company"), has entered into a Multicurrency Credit Agreement dated as of June 19, 2001 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "Credit Agreement") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "Lenders"), General Electric Capital Corporation, as Administrative Agent for the Lenders (in such capacity, "Administrative Agent") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of June 19, 2001 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by the Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "Trademark Registrations"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "Trademark Rights"), and all goodwill of the Grantor's business symbolized by the Trademarks and associated therewith (the

“Associated Goodwill”); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “proceeds” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor’s rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party (other than to the extent that any such term would be rendered ineffective pursuant to the UCC or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 29 day of June, 2001.

**SPECIALIZED BICYCLE COMPONENTS,  
INC.**

By: Michael Haynes  
Name: MICHAEL HAYNES  
Title: CFO



SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST

Registered Owner	State/ Country	Trademark Description	Registration Number	Registration Date
Specialized Bicycle Components, Inc.	United States	AIR EXPRESS	1949392	01/16/1996
Specialized Bicycle Components, Inc.	United States	AIR WAVE	1890464	04/18/1995
Specialized Bicycle Components, Inc.	United States	AIRLOCK	1655500	09/03/1991
Specialized Bicycle Components, Inc.	United States	ALLEZ	1256799	11/08/1983
Specialized Bicycle Components, Inc.	United States	ARMADILLO	1834561	05/03/1994
Specialized Bicycle Components, Inc.	United States	BIG HIT	2398384	10/24/2000
Specialized Bicycle Components, Inc.	United States	BODY GEOMETRY	2429939	02/20/2001
Specialized Bicycle Components, Inc.	United States	BODY GEOMETRY	2051237	04/08/1997
Specialized Bicycle Components, Inc.	United States	BODY GEOMETRY	2427076	02/06/2001
Specialized Bicycle Components, Inc.	United States	BRAINLOCK	2154024	04/28/1998
Specialized Bicycle Components, Inc.	United States	CACTUS CUP	1836389	05/10/1994
Specialized Bicycle Components, Inc.	United States	CROSSROADS	1657330	09/17/1991
Specialized Bicycle Components, Inc.	United States	CROSSROADS (Stylized)	1390696	04/22/1986
Specialized Bicycle Components, Inc.	United States	CRUISE CONTROL	2067616	06/03/1997
Specialized Bicycle Components, Inc.	United States	EPIC	1496698	07/19/1988
Specialized Bicycle Components, Inc.	United States	ERGONOMICALLY DESIGNED, MEDICALLY PROVEN EXPEDITION	1255269	10/25/1983
Specialized Bicycle Components, Inc.	United States	FATBOY	2108259	10/28/1997
Specialized Bicycle Components, Inc.	United States	FSR	2381780	08/29/2000
Specialized Bicycle Components, Inc.	United States	FULL FORCE	2049640	04/01/1997
Specialized Bicycle Components, Inc.	United States	FULL FORCE	2063763	05/20/1997

Registered Owner	State/ Country	Trademark Description	Registration Number	Registration Date
Specialized Bicycle Components, Inc.	United States	FULL FORCE	2063764	05/20/1997
Specialized Bicycle Components, Inc.	United States	GLOBE	2151070	04/14/1998
Specialized Bicycle Components, Inc.	United States	GROUND CONTROL	2070491	06/10/1997
Specialized Bicycle Components, Inc.	United States	GROUND CONTROL	1408388	09/09/1986
Specialized Bicycle Components, Inc.	United States	GROUND MASTER	2053270	04/15/1997
Specialized Bicycle Components, Inc.	United States	GROUND ZERO	2044325	03/11/1997
Specialized Bicycle Components, Inc.	United States	HARDLOCK	2089704	08/19/1997
Specialized Bicycle Components, Inc.	United States	HARDPACK	1,508,045	10/11/1988
Specialized Bicycle Components, Inc.	United States	HARDROCK (Stylized)	1496690	07/19/1988
Specialized Bicycle Components, Inc.	United States	HOTROCK	1885965	03/28/1995
Specialized Bicycle Components, Inc.	United States	M2	1706566	08/11/1992
Specialized Bicycle Components, Inc.	United States	M4	2379924	08/22/2000
Specialized Bicycle Components, Inc.	United States	MOUNTAIN MAN	2056133	04/22/1997
Specialized Bicycle Components, Inc.	United States	NIMBUS	1340590	06/11/1985
Specialized Bicycle Components, Inc.	United States	RIB CAGE	1921857	09/26/1995
Specialized Bicycle Components, Inc.	United States	ROCKHOPPER	1323102	03/05/1985
Specialized Bicycle Components, Inc.	United States	S (Stylized)	1256797	11/08/1983
Specialized Bicycle Components, Inc.	United States	S (Stylized)	1515498	12/06/1988
Specialized Bicycle Components, Inc.	United States	S (Stylized) WORKS	1709918	08/25/1992
Specialized Bicycle Components, Inc.	United States	SEQUOIA	1264883	01/24/1984
Specialized Bicycle Components, Inc.	United States	SHOCKROCK (Stylized)	1940549	12/12/1995
Specialized Bicycle Components, Inc.	United States	SIRIUS	1191639	03/09/1982
Specialized Bicycle Components, Inc.	United States	SIRRUS (Stylized)	1,558,922	10/03/1989

Registered Owner	State/ Country	Trademark Description	Registration Number	Registration Date
Specialized Bicycle Components, Inc.	United States	SLICKROCK	1,512,603	11/15/1988
Specialized Bicycle Components, Inc.	United States	SOFTOP	2225788	02/23/1999
Specialized Bicycle Components, Inc.	United States	SPECIALIZED	1378009	01/14/1986
Specialized Bicycle Components, Inc.	United States	SPECIALIZED	1529532	03/14/1989
Specialized Bicycle Components, Inc.	United States	SPEED ZONE	1722924	10/06/1992
Specialized Bicycle Components, Inc.	United States	SPORTROCK	1932244	10/31/1995
Specialized Bicycle Components, Inc.	United States	STUMPJUMPER	1311013	12/25/1984
Specialized Bicycle Components, Inc.	United States	STUMPJUMPER (Stylized)	1309903	12/18/1984
Specialized Bicycle Components, Inc.	United States	THUNDER MOUNTAIN	2062086	05/13/1997
Specialized Bicycle Components, Inc.	United States	TRANSITION	1726594	10/20/1992
Specialized Bicycle Components, Inc.	United States	TREAD DESIGN LOGO	1,374,703	12/10/1985
Specialized Bicycle Components, Inc.	United States	TRI-CROSS	1,269,133	03/06/1984
Specialized Bicycle Components, Inc.	United States	TURBO	1441993	06/09/1987
Specialized Bicycle Components, Inc.	United States	UMMA GUMMA	1834566	05/03/1994