

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Answer Products, Inc.		03/31/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	SunTrust Equity Funding, LLC, as Collateral Agent
Street Address:	800 Nashville City Center
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37219
Entity Type:	Limited Liability Company: GEORGIA

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Serial Number:	76514579	MANITOU
Registration Number:	2073318	MANITOU
Serial Number:	76514587	M MANITOU
Registration Number:	2793187	SPV
Registration Number:	2660581	MARS
Registration Number:	2181639	TWIN PISTON CHAMBER
Registration Number:	2243334	XVERT
Serial Number:	76514586	M MANITOU
Registration Number:	2425858	MASHER
Registration Number:	2449981	DUELLER
Registration Number:	2390410	LOK-OUT
Registration Number:	2327368	PREP M
Registration Number:	2103516	MACH 5
Serial Number:	76514585	M MANITOU
Registration Number:	2321020	MICROLUBE

CH \$790.00 76514579

Registration Number:	2269754	TPC
Registration Number:	2456211	GRUDGE
Registration Number:	2177547	TECHNOID
Registration Number:	2657215	SCYTHE
Registration Number:	1768572	HYPERLITE
Registration Number:	2772034	DORADO
Registration Number:	2186054	STROKER
Registration Number:	1764635	MANITOU
Registration Number:	2394239	MRD
Registration Number:	1868002	ANSWER
Registration Number:	2277577	PRO TAPER
Registration Number:	2692250	A ANSWER
Registration Number:	2565279	PROTAPER ANSWER
Registration Number:	1740563	PRO TAPER
Registration Number:	1349539	ANSWER
Registration Number:	2697212	ANSWER PROTAPER TAPERWALL ALUMINUM HANDLEBARS

CORRESPONDENCE DATA

Fax Number: (415)773-5759
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 916-773-5921
Email: zfinley@orrick.com
Correspondent Name: Zach Finley
Address Line 1: 400 Sansome Street
Address Line 2: Orrick, Herrington & Sutcliffe LLP
Address Line 4: San Francisco, CALIFORNIA 94111-3143

ATTORNEY DOCKET NUMBER:	14521-3/1640
NAME OF SUBMITTER:	Linda L. Partmann

Total Attachments: 14
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EXECUTION VERSION

TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (this "Agreement"), dated as of March 31, 2004, is entered into by and between ANSWER PRODUCTS, INC., a California corporation ("Debtor"), having an office at 28209 Ave Stanford, Valencia, California 91355, and SUNTRUST EQUITY FUNDING, LLC ("SunTrust"), having an office at 800 Nashville City Center, Nashville, Tennessee 37219, as Collateral Agent (in such capacity, "Secured Party") for the benefit of the Holders of the Senior Subordinated Notes described below, with reference to the following facts:

RECITALS

A. Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Schedule A annexed hereto, and the patents and applications therefor described in Schedule B annexed hereto and made a part hereof.

B. Pursuant to a Note Purchase Agreement, dated as of March 31, 2004 (as the same may be modified, supplemented, extended and/or amended from time to time, the "Note Purchase Agreement"), among Debtor, Answer Holdings, Inc. ("Holding" and, together with Debtor, each a "Borrower" and collectively "Borrowers"), SunTrust and Canterbury Mezzanine Capital II, L.P. ("Canterbury" and together with SunTrust, each a "Purchaser" and collectively, "Purchasers"), Borrowers have sold to Purchasers, and Purchasers have purchased from Borrowers, certain term promissory notes (the "Senior Subordinated Notes") upon the terms and subject to the conditions set forth in the Note Purchase Agreement.

C. Purchasers' obligations to purchase the Senior Subordinated Notes from Borrowers under the Note Purchase Agreement are subject, among other conditions, to receipt by Secured Party and each Purchaser of this Agreement, duly executed by Debtor.

NOW, THEREFORE, the parties hereby agree as follows:

1. SECURITY INTEREST

Debtor hereby grants to Secured Party for the benefit of the Holders a security interest in:

(a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: all of Debtor's trademarks, trade names, trade styles and service marks; all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof, and all reissues, extensions and renewals

thereof including those trademarks, terms, design and applications described in Schedule A hereto (collectively, the "Trademarks");

(b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks;

(c) all of Debtor's now existing or hereafter acquired right, title and interest in and to: all of Debtor's interests in any United States patents; all applications, registrations and recordings relating to such patents in the United States Patent and Trademark Office or in any similar office or agency of the United States and all reissues, extensions and renewals thereof, including, without limitation, those patents, applications, registrations and recordings described in Schedule B hereto (the "Patents"); and

(d) any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks, Patents or of any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

2. OBLIGATIONS SECURED

The security interests granted to Secured Party for the ratable benefit of the Holders in this Agreement shall secure the prompt and indefeasible payment and performance of the "Senior Subordinated Obligations" as defined in the Note Purchase Agreement (all the foregoing hereinafter referred to as the "Obligations").

3. WARRANTIES AND COVENANTS

Debtor hereby covenants, represents and warrants that (all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding):

(a) All of the existing potential and registered Collateral is valid and subsisting in full force and effect to Debtor's knowledge, and Debtor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Collateral as valid, subsisting and registered trademarks and patents, including, without limitation, the filing of any renewal affidavits and applications, except where such Collateral is not material to the Debtor's business. The Collateral is not subject to any lien, security interest, claim or encumbrance ("Lien"), except the security interest granted hereunder, the licenses, if any, which are specifically described in Schedule C hereto and Permitted Encumbrances (as defined in the Note Purchase Agreement).

(b) Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, or grant an exclusive license relating thereto, except to Secured Party and to Senior Lender (as defined in the Note Purchase

Agreement), or otherwise dispose of any of the Collateral without the prior written consent of Secured Party.

(c) Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to have this Agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

(d) Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. Secured Party agrees it will only exercise the Power of Attorney upon the occurrence and during the continuation of an Event of Default under (and as defined in) the Note Purchase Agreement.

(e) Secured Party may, in its sole discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Debtor will be liable to Secured Party for any such payment, which payment shall be deemed a borrowing by Debtor from Secured Party, and shall be payable on demand together with interest at the rate set forth in the Note Purchase Agreement and shall be part of the Obligations secured hereby.

(f) As of the date hereof, Debtor does not have any Trademarks or Patents registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedules A and B annexed hereto.

(g) Debtor shall notify Secured Party in writing of the filing of any application for the registration of a Trademark or Patent with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein every calendar quarter. Upon request of Secured Party, Debtor shall execute and deliver to Secured Party any and all agreements, instruments, documents, and such other papers as may be requested by Secured Party to evidence the security interests of Secured Party in such Trademark or Patent.

(h) Debtor has not abandoned any of the Trademarks or Patents material to the conduct of the business and Debtor will not do any act, nor omit to do any act, whereby the Trademarks or Patents material to the conduct of the business may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party immediately if Debtor knows or has reason to know of any reason why any

application, registration, or recording material to the conduct of the business may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

4. RIGHTS AND REMEDIES

Upon the occurrence of an Event of Default and at any time thereafter, in addition to all other rights and remedies of Secured Party, whether provided under applicable law, the Note Purchase Agreement, the Other Agreements or otherwise, and after expiration of any grace period, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor, except as such notice or consent is expressly provided for hereunder.

(a) Secured Party may make use of any Trademarks or Patents for the sale of goods or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary of Debtor.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner as Secured Party shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Debtor with ten (10) days prior written notice of any proposed disposition of the Collateral.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph 4(c) hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in subparagraph 3(e) hereof, one or more instruments of assignment of the Trademarks or Patents (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

(e) Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral in the manner set forth in the Collateral Agency Agreement (as defined in the Note Purchase Agreement). Debtor shall remain liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtor will pay Secured Party on demand any such unpaid amount, together with interest at the default rate set forth in the Note Purchase.

(f) In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence of an Event of Default, Debtor shall supply to Secured Party or Secured Party's designee Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the

Trademarks or to which the Patents relate and Debtor's customer lists and other records relating to the Trademarks and Patents and the distribution thereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Security Agreement (as defined in the Note Purchase Agreement), any Other Agreement to which Secured Party is a party, this Agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

5. MISCELLANEOUS

(a) Any failure or delay by Secured Party to require strict performance by Debtor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any Event of Default shall not waive or affect any other Event of Default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtor, specifying such waiver.

(b) Except as otherwise specified herein, all notices, requests, demands, consents, instructions or other communications to or upon Debtor or Secured Party under this Agreement shall be given as provided in Section 12.3 of the Note Purchase Agreement; provided, however, that for purposes of this Section 5(b), any written communication to Secured Party shall be sent to the following address and/or facsimile number (or such other address or facsimile number as Secured Party may in writing designate):

SunTrust Equity Funding, LLC
800 Nashville City Center
Nashville, TN
Attn. Martin Ted Mayden
Facsimile: (615) 780-9800

With copies to:

SunTrust Equity Funding, LLC
303 Peachtree St. NE, 25th Floor
Atlanta, Georgia 30308
Attn: David W. Oliver
Facsimile: (404) 588-7501

and

Orrick, Herrington & Sutcliffe LLP
Old Federal Reserve Bank Building
400 Sansome Street
San Francisco, CA 94111
Attn.: Lawrence T. Kane, Esq.
Facsimile: (415) 773-5759

(c) In the event any term or provision of this Agreement conflicts with any term or provision of the Note Purchase Agreement, the term or provision of the Note Purchase Agreement shall control.

(d) In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

(e) This Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

(f) The security interest granted to Secured Party for the benefit of the Holders shall terminate upon termination of the Note Purchase Agreement and the Senior Subordinated Notes and indefeasible payment in full to the Holders of all Obligations thereunder.

(g) THE VALIDITY, INTERPRETATION AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE LAWS OF THE STATE OF NEW YORK. DEBTOR HEREBY IRREVOCABLY CONSENTS AND SUBMITS IN ADVANCE TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED WITHIN THE COUNTY OF NEW YORK IN THE STATE OF NEW YORK, TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES PERTAINING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE OTHER AGREEMENTS OR TO ANY MATTER ARISING THEREFROM IN ANY SUCH ACTION OR PROCEEDING. DEBTOR AGREES THAT SERVICE OF SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE OUTSIDE SUCH COUNTY IN SUCH MANNER AS MAY BE PERMISSIBLE UNDER THE RULES OF SUCH COURTS.

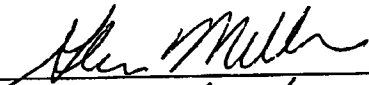
(h) THE PARTIES TO THIS AGREEMENT ACKNOWLEDGE THAT JURY TRIALS OFTEN ENTAIL ADDITIONAL EXPENSES AND DELAYS NOT OCCASIONED BY NONJURY TRIALS. THE PARTIES TO THIS AGREEMENT AGREE AND STIPULATE THAT A FAIR TRIAL MAY BE HAD BEFORE A STATE OR FEDERAL JUDGE IN A COURT BY MEANS OF A BENCH TRIAL WITHOUT A JURY. IN VIEW OF THE FOREGOING, AND AS A SPECIFICALLY NEGOTIATED PROVISION OF THIS AGREEMENT, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT

OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DEBTOR:

ANSWER PRODUCTS, INC.
a California corporation

By: 
Name: GLENN MILLET
Title: PRESIDENT

SECURED PARTY:

SUNTRUST EQUITY FUNDING, LLC,
as Collateral Agent

By: _____
Name: Martin Ted Mayden
Title: Manager

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DEBTOR:

ANSWER PRODUCTS, INC.
a California corporation

By: _____
Name: _____
Title: _____

SECURED PARTY:

SUNTRUST EQUITY FUNDING, LLC,
as Collateral Agent

By: 
Name: Martin Ted Hayden
Title: Manager

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

STATE OF California)
)
COUNTY OF San Francisco) ss.:

KNOW ALL MEN BY THESE PRESENTS, that ANSWER PRODUCTS, INC., a California corporation (hereinafter "Debtor") hereby appoints and constitutes SUNTRUST EQUITY FUNDING, LLC, a Georgia limited liability company, as Collateral Agent ("Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of right, title, and interest of Debtor in and to any trademarks or patents and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing.
2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark and Patent Security Agreement between Debtor and Secured Party of even date herewith (the "Security Agreement") and may not be revoked until indefeasible payment in full of all Debtor's "Obligations", as such term is defined in the Security Agreement. Secured Party agrees that it will exercise its rights with respect to this Special Power of Attorney only after the occurrence and during the continuation of an Event of Default (as defined in the Note Purchase Agreement referred to in the Security Agreement).

Dated as of March 31, 2004.

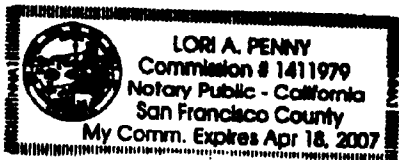
DEBTOR:

ANSWER PRODUCTS, INC.,
a California corporation

On this 30th day of March, 2004, before me, Lori A. Penny, Notary Public, personally appeared Mark Poff, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity up on behalf of which the person acted, executed the instrument.

Lori A. Penny
Notary Public
My commission expires: 9/18/07

By: [Signature]
Name: Mark Poff
Title: VP + Secretary



SCHEDULE A
to
TRADEMARK AND PATENT SECURITY AGREEMENT

Trademarks / Service Marks

<u>Trademark/ Service Mark</u>	<u>Registration No./Filing No.</u>	<u>Registration Date/Filing Date</u>
MANITOU	76/514,579	5/14/03
MANITOU	2,073,318	6/24/97
M MANITOU and design	76/514,587	5/14/03
SPV	2,793,187	12/9/03
MARS and design	2,660,581	12/10/02
TWIN PISTON CHAMBER	2,181,639	8/11/98
XVERT	2,243,334	5/4/99
M MANITOU and Design	76/514,586	5/14/03
MASHER	2,425,858	1/30/01
DUELLER	2,449,981	5/8/01
LOK-OUT	2,390,410	9/26/00
PREP M	2,327,368	3/7/00
MACH 5 and design	2,103,516	10/7/97
M MANITOU and design	76/514,585	5/14/03
MICROLUBE	2,321,020	2/22/00
TPC and design	2,269,754	8/10/99
GRUDGE	2,456,211	7/6/99
TECHNOID	2,177,547	7/28/98
SCYTHE	2,657,215	12/3/02

HYPERLITE and design	1,768,572	5/4/93
DORADO	2,772,034	10/7/03
STROKER	2,186,054	9/1/98
MANITOU	1,764,635	4/13/93
MRD	2,394,239	10/10/00
ANSWER	1,868,002	9/27/94
PRO TAPER and design	2,277,577	9/14/99
A ANSWER and design	2,692,250	3/4/03
PROTAPER ANSWER and design	2,565,279	4/30/02
PRO TAPER and design	1,740,563	12/15/92
ANSWER	1,349,539	7/16/85
ANSWER PROTAPER TAPERWALL ALUMINUM HANDLEBARS and design	2,697,212	3/18/03

SCHEDULE B
to
TRADEMARK AND PATENT SECURITY AGREEMENT

Patents and Applications

<u>Title</u>	<u>Patent No./ Application No.</u>	<u>Filing Issue Date</u>
Suspension fork for cycles	D479,163	9/2/03
Suspension fork for cycles	D448,327	9/25/01
Suspension fork having reserved arch	6,607,185	8/19/03
Damping apparatus for bicycle forks	6,505,719	1/14/03
Seat post assembly for cycles	6,499,800	12/31/02
Front fork for cycles	6,412,803	7/2/02
Damping apparatus for bicycle forks	6,360,858	3/26/02
Multi-travel suspension fork for cycles	6,343,807	2/5/02
Oil damped fork	6,241,060	6/5/01
Bicycle shock absorber including lockout means	6,120,049	9/19/00
Light-weight bicycle crown containing lightening bores	6,095,542	8/1/00
Universal mount for clamping a handlebar on existing stock handlebar clamps of motorcycles or comparable vehicles	6,035,741	3/14/00
Damping apparatus for bicycle forks	5,848,675	12/15/98
Brake arch adapter for bicycle suspension fork	D378,747	4/8/97
Suspension fork for bicycles	5,597,169	1/28/97
Suspension fork for bicycles with dual, fluid-based dampers	5,509,677	4/23/96
Brake arch for bicycle suspension fork	D368,681	4/9/96
Bicycle suspension fork	D368,054	3/19/96
Precision suspension fork for bicycles	5,470,090	11/28/95

SCHEDULE C
to
TRADEMARK AND PATENT SECURITY AGREEMENT

Permitted Licenses

Settlement and License Agreement between Answer Products, Inc. and RockShox, Inc., dated February 11, 2002.

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