

12-10-2007



Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/200)

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U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET**  
**TRADEMARKS ONLY** 18103-372 2

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p><b>1. Name of conveying party(ies):</b></p> <p>JPMorgan Chase Bank, N.A. (as Successor by Merger to Bank One NA, f/k/a The First National Bank of Chicago)</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation - State: _____  <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>SRAM Corporation</u>  Internal _____  Address: _____  Street Address: <u>1333 N. Kingsbury St.</u>  City: <u>Chicago</u>  State: <u>IL</u>  Country: <u>USA</u>      Zip: <u>60622</u></p> <p><input type="checkbox"/> Association      Citizenship _____  <input type="checkbox"/> General Partnership      Citizenship _____  <input type="checkbox"/> Limited Partnership      Citizenship _____  <input checked="" type="checkbox"/> Corporation      Citizenship <u>Illinois</u>  <input type="checkbox"/> Other _____      Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance (Execution Date(s)):</b></p> <p>Execution Date(s) <u>October 31, 2007</u></p> <p><input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other <u>Intellectual Property Release</u></p>	
<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s) _____  B. Trademark Registration No.(s) _____</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____</p>	
<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>Laura Konrath</u>  Internal Address: <u>Winston &amp; Strawn LLP</u>  Street Address: <u>35 W. Wacker Dr.</u>  City: <u>Chicago</u>  State: <u>IL</u>      Zip: <u>60601</u>  Phone Number: <u>312-558-6352</u>  Fax Number: <u>312-558-5700</u>  Email Address: <u>lkonrath@winston.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">9</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(8) &amp; 3.41)</b> \$ <u>240</u></p> <p><input type="checkbox"/> Authorized to be charged by credit card  <input checked="" type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p> <p><b>8. Payment Information:</b></p> <p>a. Credit Card      Last 4 Numbers _____  Expiration Date _____</p> <p>b. Deposit Account Number <u>232428</u>  Authorized User Name <u>Laura Konrath</u></p>
<p><b>9. Signature:</b> <u>Laura Konrath</u>      Date: <u>11/2/07</u></p> <p style="text-align: center;">Signature      Date</p> <p style="text-align: center;">Name of Person Signing      Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;"> </span></p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0149, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P. O. Box 1460, Alexandria, VA 22313-1450

Continuation  
Item 7

Schedule I

UNITED STATES TRADEMARKS

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
BOXXER	2,543,647	03/05/2002
JUDY	1,914,795	08/29/1995 (renewed 08/29/2005)
ROCK SHOX	1,654,275	08/20/1991 (renewed 08/20/2001)
ROCK SHOX	2,000,058	09/10/1996 (renewed 09/10/2006)
ROCK SHOX and Design	1,704,807	08/04/1992 (renewed 08/04/2002)
ROCK SHOX and Design	2,036,732	02/11/1997
ROCK SHOX and Design	2,041,768	03/04/1997 (renewed 03/04/2007)
RUBY	2,170,213	06/30/1998
SID DUAL AIR	2,622,562	09/24/2002

TRADEMARK APPLICATIONS

-None

TRADEMARK LICENSES

-None

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**INTELLECTUAL PROPERTY RELEASE**

THIS PATENT, TRADEMARK AND COPYRIGHT RELEASE (collectively, this "Intellectual Property Release"), is made as of October 31, 2007 by JPMorgan Chase Bank, N.A. (as successor by merger to Bank One, NA, formerly known as The First National Bank of Chicago), as Agent (in such capacity, "Agent") for the lenders ("Lenders") from time to time parties to (i) that certain Security Agreement, dated as of December 11, 1998 (the "December Security Agreement") and (ii) that certain Security Agreement, dated as of September 28, 1998 (the "September Security Agreement" and, together with the December Security Agreement, the "Security Agreements"), each by and between SRAM Corporation, an Illinois corporation (as successor in interest to RockShox, Inc., "Grantor") and Agent. Capitalized terms used herein without definition shall be defined in the manner set forth in the Security Agreements.

WITNESSETH:

WHEREAS, Agent and Grantor are parties to those certain Security Agreements, pursuant to which Grantor granted a security interest to Agent in certain intellectual property collateral, as security for certain obligations owing by Grantor to Agent under the Security Agreements, including the Patent Rights and Patent Licenses, Trademark Rights and Trademark Licenses, Copyright Rights and Copyright Licenses (as defined below) set forth on Schedule I thereto and hereto (the "Intellectual Property Collateral");

WHEREAS, the December Security Agreement was recorded by the United States Patent and Trademark Office on January 19, 1999 at Reel 1843, Frame 0608 (trademark rights);

WHEREAS, the September Security Agreement was recorded by the United States Patent and Trademark Office on October 26, 1998 at Reel 1811, Frame 0734 (trademark rights); and

WHEREAS, Grantor has requested that Agent release its security interest in the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby terminates, cancels and releases its security interest in all of the Grantor's right, title and interest in and to all of the following, all rights in and to which shall immediately revert to Grantor, and its successors, legal representatives and assigns, all Intellectual Property Collateral, including, without limitation, the following rights including those listed on Schedule I hereto:

- (a) all inventions, and all United States patent applications and all divisions, renewals and continuations thereof, and all Patents of the United States that may be granted thereon

CHI:1998310.2

and all reissues thereof; and all rights for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed or granted for such inventions in any country or countries other than the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all extensions, renewals and reissues thereof (the "Patent Rights") and any licenses relating thereto ("Patent Licenses");

(b) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions and renewals thereof (collectively, the "Trademark Rights") and any licenses related thereto ("Trademark Licenses"), and all goodwill of the business connected with the use of, and symbolized by, each trademark identified on Schedule I attached hereto;

(c) all copyrightable works of authorship, and all copyright applications or registrations relating thereto ("Copyright Rights"), and any licenses relating thereto ("Copyright Licenses"); and

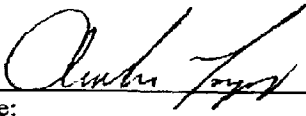
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present and future infringement or relating to royalties, of any Intellectual Property Collateral, or for injury to the goodwill associated with any of the Trademark Rights including those identified on Schedule I.

2. Agent hereby authorizes and requests the Director of the Patent & Trademark Office of the United States of America, the Registrar of Copyrights of the U.S. Copyright Office, and the appropriate officers of all other jurisdictions in which any of the Intellectual Property Collateral is in force, or for which application or registration has been made, to record this Intellectual Property Release to demonstrate the release by Agent of the security interest in Grantor's Intellectual Property Collateral, under the relevant laws of the United States or any other jurisdictions.

3. Agent will, at the expense and request of Grantor, execute and deliver, or cause to be executed and delivered, any other or additional releases, documents, certificates, powers or other writings, and take all additional actions, as may be necessary to record this Intellectual Property Release of the Intellectual Property Collateral, to effectuate and validate this Release.

IN WITNESS WHEREOF, Agent has caused this Intellectual Property Release to be executed as of the day and year first above written.

JPMORGAN CHASE BANK, N.A.  
(as successor by merger to Bank One, NA, f/k/a The  
First National Bank of Chicago), as Agent

By:   
Name:  
Title: Duly Authorized Signatory

SRAM CORPORATION,  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

Schedule IUNITED STATES TRADEMARKS

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