

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
Bell Sports, Inc.		12/03/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as collateral agent
Street Address:	60 Livingston Avenue
Internal Address:	EP-MN-WS3C
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107-2292
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Registration Number:	2248034	SPORTS INSTRUMENTS
Registration Number:	1927643	NO-MOR FLATS
Registration Number:	1927085	ROC LOC
Registration Number:	1859627	BLACKBURN
Registration Number:	1676643	BELL HELMETS
Registration Number:	1657322	MTN RACK
Registration Number:	1558930	NO-MOR FLATS
Registration Number:	1536238	MICROSHELL
Registration Number:	1425610	MOTO
Registration Number:	1416726	GIRO
Registration Number:	1330653	BELL
Registration Number:	1318998	FORCE FLOW
Registration Number:	1322986	BELL

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Registration Number:	1368690	ROADSTAR
Registration Number:	3603186	BELL EXPRESS 15
Registration Number:	3370588	RACE. WIN. LIVE.
Registration Number:	3314307	RACE. WIN. LIVE.
Registration Number:	3604411	TRUE FIT
Registration Number:	0815907	BELL
Registration Number:	3229127	RACESTAR
Registration Number:	3112899	
Registration Number:	3004287	
Registration Number:	3110343	
Registration Number:	3172165	
Registration Number:	3177965	
Registration Number:	3066652	STRETCHING MY POTENTIAL
Registration Number:	3066653	STRETCHING MY POTENTIAL
Registration Number:	3012121	SAVASA
Registration Number:	3012122	SAVASA
Registration Number:	3012120	SAVASA
Registration Number:	2874461	GET READY. GEAR UP!
Registration Number:	3030058	BELL
Registration Number:	2817306	BELL
Registration Number:	2869319	BELL
Registration Number:	2941575	BELL
Registration Number:	2881411	BELL
Registration Number:	2869318	BELL
Registration Number:	2642985	COPILOT
Registration Number:	2728153	COPILOT
Registration Number:	2542212	SMART FIT
Registration Number:	2369065	ALTA
Registration Number:	1559729	NO-MORFLATS
Registration Number:	1541697	GIRO
Registration Number:	3722128	GIRO
Registration Number:	3177964	BLACKBURN
Registration Number:	3106026	BLACKBURN
Registration Number:	3169584	BLACKBURN
Registration Number:	3294683	BLACKBURN

Registration Number:	3030870	AIRTIGHT TECHNOLOGY
Registration Number:	3110856	SPORTS INSTRUMENTS
Registration Number:	2793347	FLATBLOCKER
Registration Number:	2046795	SPORTS INSTRUMENTS
Registration Number:	1549649	ULTRALIGHT

CORRESPONDENCE DATA

Fax Number: (646)728-2841
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617.951.7000
Email: trademarks@ropesgray.com
Correspondent Name: Emilia F. Cannella
Address Line 1: Ropes & Gray LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110-2624

ATTORNEY DOCKET NUMBER:	FPIB-154-005
NAME OF SUBMITTER:	Emilia F. Cannella
Signature:	/Emilia F. Cannella/
Date:	12/17/2009

Total Attachments: 7
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of December 3, 2009 is made by Bell Sports, Inc., a California corporation, (the "Grantor"), in favor of U.S. Bank National Association, as Collateral Agent (the "Agent") for the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture, dated as of December 3, 2009 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), among Easton-Bell Sports, Inc. (the "Company"), the Guarantors party thereto (collectively, the "Guarantors") and U.S. Bank National Association as Trustee, the Company has issued its 9.750% Senior Secured Notes due 2016 (the "Notes") upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Indenture, the Company and the Guarantors have executed and delivered a U.S. Pledge and Security Agreement, dated as of December 3, 2009, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged, assigned and granted to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in the Collateral, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Holders to purchase the Notes pursuant to the Indenture, the Grantor agrees, on behalf of and for the ratable benefit of the Secured Parties, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby pledges and grants a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent on behalf of and for the ratable benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

Section 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the Canadian Intellectual Property Office. The security interest granted hereby has been granted to the Agent in connection with the Security Agreement and is expressly

subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Holders thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Holders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Bell Sports, Inc.

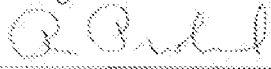
By: Mark A. Tripp

Name: Mark A. Tripp

Title: Chief Financial Officer

Date: December 2, 2009

U.S. Bank National Association, as
Collateral Agent

By: 
Name: Richard J. Frankovich
Title: Vice President
Date: December 3, 2009

Schedule A

U.S. Trademark Registrations and Applications of Bell Sports, Inc.

COUNTRY	MARK	REGISTRATION OR SERIAL NO.
United States	SPORTS INSTRUMENTS	2248934
United States	NO-MOR FLATS	1527343
United States	WOC LOC	1927365
United States	BLACKBURN	1859827
United States	BELL HELMETS	1879843
United States	MTN RACK	1657322
United States	NO-MOR FLATS	1556930
United States	MICROSHIELD	1638238
United States	MOTO	1428810
United States	GIRO	1416728
United States	BELL	1330053
United States	FORCE FLOW	1318998
United States	BELL	1322986
United States	ROADSTAR	1368880
United States	BELL EXPRESS 15	3603186
United States	RACE WIN LIVE	3370568
United States	RACE WIN LIVE	3314307
United States	TRUE FIT	3604411
United States	BELL	815907
United States	RACESTAR	3229127
United States	Design Only	3112899
United States	Design Only	3004287
United States	Design Only	3110343
United States	Design Only	3172186
United States	Design Only	3177699
United States	STRETCHING MY POTENTIAL	3069652
United States	STRETCHING MY POTENTIAL	3069653
United States	SAVASA	3012121
United States	SAVASA	3012122
United States	SAVASA	3012120
United States	GET READY GEAR UP	2974461
United States	BELL	3030058
United States	BELL	2817308
United States	BELL	2899319
United States	BELL	2941575
United States	BELL	2881411
United States	BELL	2859318
United States	COPILOT	2642985
United States	COPILOT	2728183
United States	SMART FIT	2542212
United States	ALTA	2369995
United States	NO-MORFLATS	1593729
United States	GIRO	1541697
United States	GIRO	77737259
United States	BLACKBURN	3177984
United States	BLACKBURN	3186528

COUNTRY	MARK	REGISTRATION OR SERIAL NO.
United States	BLACKBURN	3159564
United States	BLACKBURN	3294663
United States	AIRLIGHT TECHNOLOGY	3030670
United States	SPORTS INSTRUMENTS	3110956
United States	FLATBLOCKER	2793347
United States	SPORTS INSTRUMENTS	2046796
United States	ULTRALIGHT	1549649

Canadian Trademark Registrations and Applications of Bell Sports, Inc.

COUNTRY	MARK	REGISTRATION OR SERIAL NO.
Canada	FACE WIN LIVE	TMA736154
Canada	GIRO DESIGN	TMA652756
Canada	VITALITE	TMA675608
Canada	BLACKBURN	TMA659456
Canada	SMART FIT	TMA559885
Canada	IS YOUR BRAIN WORTH PROTECTING?	TMA553654
Canada	NIGHTSTICK	TMA662641
Canada	SPEED COURAGE LUCK	TMA507331
Canada	COURAGE FOR YOUR HEAD	TMA523385
Canada	SPOKE HEDZ	TMA502766
Canada	COPPER CANYON CYCLING	TMA501435
Canada	MOTO	TMA261437
Canada	GIRO DESIGN	TMA353128
Canada	BELL DESIGN	TMA290478
Canada	BELL	TMA159442
Canada	GIRO	1448276