

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| 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: | JPMorgan Chase Bank, N.A., as Collateral Agent |
| Street Address: | 270 Park Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10017 |
| Entity Type: | National Association: UNITED STATES |

PROPERTY NUMBERS Total: 54

| 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 |
| Registration Number: | 1368690 | ROADSTAR |

OP \$1365.00 2248034

| | | |
|----------------------|---------|-------------------------|
| 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: | 815907 | 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: | 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 |
| Serial Number: | 77737259 | GIRO |
| Serial Number: | 77017877 | GIRO |

CORRESPONDENCE DATA

Fax Number: (650)251-5002
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 650-251-5194
Email: jmull@stblaw.com
Correspondent Name: Keren Siman-Tov
Address Line 1: 2550 Hanover Street
Address Line 4: Palo Alto, CALIFORNIA 94304

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|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 509265/1476 |
| NAME OF SUBMITTER: | J. Jason Mull |
| Signature: | /J. Jason Mull/ |
| 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 JPMorgan Chase Bank, N.A., as Collateral Agent (the "Agent") for the Secured Parties, parties to the Revolving Credit Agreement, dated as of December 3, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Easton-Bell Sports, Inc., 4078624 Canada Inc., All-American Sports (Canada) Ltd., Bell Sports Canada, Inc., Easton Sports Canada, Inc., the Subsidiary Guarantors party thereto (collectively, the "Borrower"), the Lenders, the Agent as Administrative Agent and Collateral Agent, J.P. Morgan Securities Inc. and Wells Fargo Securities, LLC as Joint Bookrunners and Lead Arrangers, Bank of America, N.A. and Wells Fargo Bank as Co-Syndication Agents and U.S. Bank as Documentation Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain other subsidiaries of the Borrower 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 Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, 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 Credit Agreement 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 Lenders 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 Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement 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 __, 2009

JPMORGAN CHASE BANK, N.A., as
Collateral Agent

By: Christy West
Name: CHRISTY WEST
Title: V.P.
Date: 12/3/2009

Schedule A

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

| COUNTRY | MARK | REGISTRATION OR SERIAL NO. |
|----------------|-------------------------|-----------------------------------|
| United States | SPORTS INSTRUMENTS | 2248034 |
| United States | NO-MOR FLATS | 1927643 |
| United States | ROC LOC | 1927085 |
| United States | BLACKBURN | 1859627 |
| United States | BELL HELMETS | 1676643 |
| United States | MTN RACK | 1657322 |
| United States | NO-MOR FLATS | 1558930 |
| United States | MICROSHELL | 1536238 |
| United States | MOTO | 1425610 |
| United States | GIRO | 1416726 |
| United States | BELL | 1330653 |
| United States | FORCE FLOW | 1318998 |
| United States | BELL | 1322986 |
| United States | ROADSTAR | 1368690 |
| United States | BELL EXPRESS 15 | 3603186 |
| United States | RACE. WIN. LIVE. | 3370588 |
| 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 | 3172165 |
| United States | Design Only | 3177965 |
| United States | STRETCHING MY POTENTIAL | 3066652 |
| United States | STRETCHING MY POTENTIAL | 3066653 |
| United States | SAVASA | 3012121 |
| United States | SAVASA | 3012122 |
| United States | SAVASA | 3012120 |
| United States | GET READY. GEAR UP! | 2874461 |
| United States | BELL | 3030058 |
| United States | BELL | 2817306 |
| United States | BELL | 2869319 |
| United States | BELL | 2941575 |
| United States | BELL | 2881411 |
| United States | BELL | 2869318 |
| United States | COPILOT | 2642985 |
| United States | COPILOT | 2728153 |
| United States | SMART FIT | 2542212 |
| United States | ALTA | 2369065 |
| United States | NO-MORFLATS | 1559729 |
| United States | GIRO | 1541697 |
| United States | GIRO | 77737259 |
| United States | BLACKBURN | 3177964 |
| United States | BLACKBURN | 3106026 |

| <u>COUNTRY</u> | <u>MARK</u> | <u>REGISTRATION OR SERIAL NO.</u> |
|----------------|---------------------|-----------------------------------|
| United States | BLACKBURN | 3169584 |
| United States | BLACKBURN | 3294683 |
| United States | AIRTIGHT TECHNOLOGY | 3030870 |
| United States | SPORTS INSTRUMENTS | 3110856 |
| United States | FLATBLOCKER | 2793347 |
| United States | SPORTS INSTRUMENTS | 2046795 |
| United States | ULTRALIGHT | 1549649 |
| United States | GIRO | 77017877 |

Canadian Trademark Registrations and Applications of Bell Sports, Inc.

| <u>COUNTRY</u> | <u>MARK</u> | <u>REGISTRATION OR SERIAL NO.</u> |
|----------------|---------------------------------|-----------------------------------|
| Canada | RACE. WIN. LIVE. | TMA736154 |
| Canada | GIRO DESIGN | TMA652796 |
| Canada | VISTALITE | TMA575608 |
| Canada | BLACKBURN | TMA659466 |
| Canada | SMART FIT | TMA558655 |
| Canada | IS YOUR BRAIN WORTH PROTECTING? | TMA553554 |
| Canada | NIGHTSTICK | TMA552541 |
| Canada | SPEED COURAGE LUCK | TMA507331 |
| Canada | COURAGE FOR YOUR HEAD | TMA523385 |
| Canada | SPOKE-HEDZ | TMA502750 |
| Canada | COPPER CANYON CYCLING | TMA501435 |
| Canada | MOTO | TMA391437 |
| Canada | GIRO DESIGN | TMA353128 |
| Canada | BELL DESIGN | TMA290478 |
| Canada | BELL | TMA159442 |
| Canada | GIRO | 1448276 |