

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: 1			
Property Type	Number	Word Mark	
Serial Number:	77017877	GIRO	
CORRESPONDENCE DATA			
Fax Number:	(646)728-2841		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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/		

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**TRADEMARK
 REEL: 004122 FRAME: 0721**

Date:

12/30/2009

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.

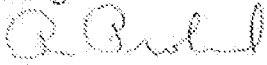
Bell Sports, Inc.

By: 
Name: Mark A. Tapp
Title: Chief Financial Officer
Date: December 3, 2009

Notes Security Agreement - Trademark Short Form

TRADEMARK
REEL: 004122 FRAME: 0726

U.S. Bank National Association, as
Collateral Agent

By: 
Name: Richard Prokesch
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	2248034
United States	NO-MOR FLATS	1827643
United States	ROO LOC	1827088
United States	BLACKBURN	1859527
United States	BELL HELMETS	1675543
United States	MTN RACK	1657322
United States	NO-MOR FLATS	1858930
United States	MICRO SHELL	1538238
United States	MOTO	1428810
United States	GIRO	1418728
United States	BELL	1330853
United States	FORCE FLOW	1318888
United States	BELL	1322888
United States	ROADSTAR	1368888
United States	BELL EXPRESS 15	3803186
United States	RACE. WIN. LIVE.	3370568
United States	RACE. WIN. LIVE.	3314307
United States	TRUE FIT	3804411
United States	BELL	815807
United States	RACESTAR	3229127
United States	Design Only	3112899
United States	Design Only	3004287
United States	Design Only	3110343
United States	Design Only	3172155
United States	Design Only	3177885
United States	STRETCHING MY POTENTIAL	268852
United States	STRETCHING MY POTENTIAL	268853
United States	SAVASA	3012121
United States	SAVASA	3012122
United States	SAVASA	3012120
United States	GET READY. GEAR UPI	2574481
United States	BELL	3030058
United States	BELL	2817308
United States	BELL	2859319
United States	BELL	2941576
United States	BELL	2831411
United States	BELL	2889318
United States	COPILOT	2642885
United States	COPILOT	2728153
United States	SMART FIT	2542212
United States	ALTA	2388065
United States	NO-MORFLATS	1558729
United States	GIRO	1541887
United States	GIRO	77737259
United States	BLACKBURN	3177984
United States	BLACKBURN	3165028

COUNTRY	MARK	REGISTRATION OR SERIAL NO.
United States	BLACKBURN	3169534
United States	BLACKBURN	3234633
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.

COUNTRY	MARK	REGISTRATION OR SERIAL NO.
Canada	RACE. WIN. LIVE.	TMA736154
Canada	GIRO DESIGN	TMA552796
Canada	VISTALITE	TMA575603
Canada	BLACKBURN	TMA652466
Canada	SMART FIT	TMA559055
Canada	IS YOUR BRAIN WORTH PROTECTING?	TMA553554
Canada	NIGHTSTICK	TMA552541
Canada	SPEED COURAGE LUCK	TMA507331
Canada	COURAGE FOR YOUR HEAD	TMA523385
Canada	SPOKE-HEADZ	TMA502750
Canada	COPPER CANYON CYCLING	TMA501435
Canada	MOTO	TMA391437
Canada	GIRO DESIGN	TMA353128
Canada	BELL DESIGN	TMA290478
Canada	BELL	TMA159442
Canada	GIRO	1448276