

**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
Performance, Inc.		07/16/2010	CORPORATION: NORTH CAROLINA

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Serial Number:	77941618	ASCENT
Serial Number:	77827918	CAVALO
Serial Number:	77941656	E3 CYCLING
Serial Number:	77941633	E3 CYCLING
Serial Number:	77941679	FORTÉ
Serial Number:	85038890	NASHBAR
Serial Number:	77696522	P
Serial Number:	77979509	P
Serial Number:	85038882	PERFORMANCE BIKE
Serial Number:	77941705	SCATTANTE
Serial Number:	77596969	SPIN DOCTOR
Serial Number:	77596979	SPIN DOCTOR
Serial Number:	77597076	SPIN DOCTOR
Serial Number:	77941715	TRANSIT

CH \$415.00 77941618

Serial Number:	77941730	TRAVEL TRAC
Serial Number:	77706252	WHERE GREAT RIDES BEGIN

**CORRESPONDENCE DATA**

Fax Number: (312)803-5299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (312) 845-3430  
Email: kalwa@chapman.com  
Correspondent Name: Richard Kalwa  
Address Line 1: 111 West Monroe Street  
Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1659952
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	07/16/2010

Total Attachments: 7  
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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 16, 2010, is made by the entity listed on the signature pages hereof ("*Grantor*") in favor of General Electric Capital Corporation ("*GE Capital*"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "*Agent*") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties. This Trademark Security Agreement supplements and is in addition to the Trademark Security Agreement entered into by Grantor and other grantors thereunder and accepted by Agent on July 2, 2007 (the "*2007 TSA*") in connection with the Existing Credit Agreement (as defined in the Credit Agreement referred to below).

**WITNESSETH:**

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, originally dated as of July 2, 2007 and amended and restated as of July 16, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Performance, Inc. ("*Company*"), certain subsidiaries of Company party thereto as Subsidiary Borrowers ("*Subsidiary Borrowers*", and together with Company, "*Borrowers*"), Performance Holdings, Inc., the other Persons party thereto designated as "*Credit Parties*", the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to that certain Guaranty and Security Agreement dated as of July 2, 2007 as amended by the First Amendment to Guaranty and Security Agreement dated as of July 16, 2010 in favor of the Agent (and as may be further amended, restated, supplemented or otherwise modified from time to time, the "*Guaranty and Security Agreement*"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Agent as follows:

*Section 1. Defined Terms.* Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

*Section 2. Grant of Security Interest in Trademark Collateral.* Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages,

pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "*Trademark Collateral*"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on *Schedule 1* hereto (which are in addition to, and not in replacement of, those Trademarks and IP Licenses listed in Schedule I of the 2007 TSA);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

*Section 3. Guaranty and Security Agreement.* The security interest granted pursuant to this Trademark Security Agreement (and pursuant to the 2007 TSA) is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby (and in the 2007 TSA) are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*Section 4. Grantor Remains Liable.* Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between Grantor and Agent, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

*Section 5. Counterparts.* This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

*Section 6. Governing Law.* This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

*Section 7. Limited Waiver.* The Agent and the Lenders hereby waive any breach, Default or Event of Default which has occurred under the Guaranty and Security Agreement solely as a result of Grantor's failure to timely comply with Section 5.7(a) of the Guaranty and

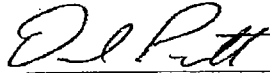
Security Agreement with respect to the Trademark Collateral listed on Schedule 1 hereto; provided, this waiver shall be effective only for such specific defaults and in no event shall be deemed to be a waiver of any other Defaults or Events of Default now existing or hereafter arising.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


PERFORMANCE, INC.  
as Grantor

By:   
David Pruitt,  
President, Chief Financial Officer  
and Chief Administrative Officer

Trademark Security Agreement

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By:   
Its Duly Authorized Signatory

Trademark Security Agreement

ACKNOWLEDGMENT OF GRANTOR

STATE OF North Carolina )  
 ) SS.  
COUNTY OF Chatham )

On this 14<sup>th</sup> day of July, 2010 before me personally appeared David Pruitt, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Performance, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Ann C. Harrel  
Notary Public

Trademark Security Agreement



**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Title</b>	<b>Owner</b>	<b>Jurisdiction</b>	<b>Application/ Registration Number</b>
ASCENT	Performance, Inc.	USA	77941618/(N/A)
CAVALO	Performance, Inc.	USA	77827918/(N/A)
E3 CYCLING	Performance, Inc.	USA	77941656/(N/A)
E3 CYCLING	Performance, Inc.	USA	77941633/(N/A)
FORTE	Performance, Inc.	USA	77941679/(N/A)
NASHBAR	Performance, Inc.	USA	85038890/(N/A)
Flying "P" Design	Performance, Inc.	USA	77696522/(N/A)
Flying "P" Design	Performance, Inc.	USA	77979509/(N/A)
PERFORMANCE BIKE	Performance, Inc.	USA	85038882/(N/A)
SCATTANTE	Performance, Inc.	USA	77941705/(N/A)
SPIN DOCTOR	Performance, Inc.	USA	77596969/(N/A)
SPIN DOCTOR	Performance, Inc.	USA	77596979/ 3653847
SPIN DOCTOR	Performance, Inc.	USA	77597076/(N/A)
TRANSIT	Performance, Inc.	USA	77941715/(N/A)
TRAVEL TRAC	Performance, Inc.	USA	77941730/(N/A)
WHERE GREAT RIDES BEGIN	Performance, Inc.	USA	77706252/(N/A)

Schedule I  
(to Trademark Security Agreement)