

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301877

| | |
|------------------------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------|----------|----------------|--|
| JPMorgan Chase Bank, N.A. | | 04/15/2014 | a national banking association: UNITED STATES |

RECEIVING PARTY DATA

| | |
|--------------------------|------------------------------|
| Name: | Bell Sports, Inc. |
| Street Address: | 6225 North State Highway 161 |
| Internal Address: | Suite 300 |
| City: | Irving |
| State/Country: | TEXAS |
| Postal Code: | 75038 |
| Entity Type: | CORPORATION: CALIFORNIA |

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 |
| Registration Number: | 3603186 | BELL EXPRESS 15 |
| Registration Number: | 3370588 | RACE. WIN. LIVE. |
| Registration Number: | 3314307 | RACE. WIN. LIVE. |
| Registration Number: | 3604411 | TRUE FIT |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------------|
| 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: | 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: 6502515002

TRADEMARK

REEL: 005263 FRAME: 0242

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (650) 251-5243
Email: jmull@stblaw.com
Correspondent Name: Anjali Kulkarni
Address Line 1: 2475 Hanover Street
Address Line 4: Palo Alto, CALIFORNIA 94304

| | |
|--------------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 509265/1476 |
| NAME OF SUBMITTER: | J. Jason Mull |
| SIGNATURE: | /J. Jason Mull/ |
| DATE SIGNED: | 04/17/2014 |

Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of April 15, 2014 (the "Effective Date") by JPMorgan Chase Bank, N.A., (the "Collateral Agent") in favor of Bell Sports, Inc., a California corporation ("Bell" or the "Grantor").

WHEREAS, pursuant to the terms and conditions of (i) that certain Revolving Credit Agreement, dated as of December 3, 2009 (as amended and restated pursuant to the Amendment and Restatement, dated as of May 13, 2011), and as further amended, supplemented or otherwise modified from time to time and in effect as of the date hereof, the "Existing Credit Agreement"), among Easton-Bell Sports, Inc., a Delaware corporation (the "Company"), the subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto, the Collateral Agent, as administrative agent and collateral agent, and the other agents parties thereto, (ii) that certain U.S. Pledge and Security Agreement, dated as of December 3, 2009, by the Company, Bell and the other grantors party thereto, in favor of the Collateral Agent (the "Security Agreement") and (iii) that certain Grant of Security Interest in Trademark Rights, dated as of December 3, 2009, by the Grantor in favor of the Collateral Agent, the Grantor pledged and granted to the Collateral Agent, for the benefit of the holders of the Secured Obligations, a security interest and continuing lien in and to all of its right, title and interest in, to and under the Collateral listed on Schedule A attached hereto (the "Released Trademarks"). Each capitalized term used herein without definition shall have the meaning ascribed to such term in the Security Agreement.

WHEREAS, pursuant to the terms and conditions of the Existing Credit Agreement and Security Agreement the Grantor has requested that the Collateral Agent release its security interest in the Released Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates, cancels, re-pledges, reassigns and releases any and all collateral pledge, grant, assignment, lien on and security interests it has in and to the Released Trademarks.

If and to the extent the Collateral Agent has acquired any right, title or interest in or to any of the Released Trademarks, it hereby assigns and transfers such rights, title or interest to the Released Trademarks without representation, covenant or warranty, express or implied, and without recourse to it of any kind.

The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America to record this Release against the Released Trademarks. The Collateral Agent hereby authorizes the Grantor to (i) record this Release with the United States Patent and Trademark Office and the Canadian Intellectual Property Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of any security interest of the Collateral Agent in the Released Trademarks, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.

The Collateral Agent shall take all further actions, and provide to the Grantor and each of its respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other

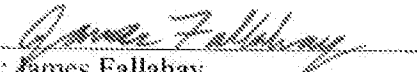
instruments), reasonably requested by the Grantor or the Company, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

This Release may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

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

By: 
Name: James Fallahay
Title: Authorized Signer

BELL SPORTS, INC.,
as Grantor

By: Mark Tripp
Name: Mark A. Tripp
Title: Authorized Signatory

[Trademark Release – JPM – Bell Sports, Inc.]

TRADEMARK
REEL: 005263 FRAME: 0247

SCHEDULE A

Schedule A

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

| <u>COUNTRY</u> | <u>MARK</u> | <u>REGISTRATION OR SERIAL NO.</u> |
|----------------|-------------------------|-----------------------------------|
| 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 UPI | 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 | COPILLOT | 2642985 |
| United States | COPILLOT | 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 | 3189584 |
| United States | BLACKBURN | 3294883 |
| United States | AIRTIGHT TECHNOLOGY | 3030870 |
| United States | SPORTS INSTRUMENTS | 3110856 |
| United States | FLATBLOCKER | 2793347 |
| United States | SPORTS INSTRUMENTS | 2046795 |
| United States | ULTRALIGHT | 1548649 |
| 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 | TMA659486 |
| 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 |