

04-05-1999



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To the Honorable Commissioner of Patents and Trademarks: Please receive the attached original documents or copy thereof.

1. Name of conveying party(ies): CANNONDALE CORPORATION
Cannondale Corporation
16 Trawbridge Drive
Bethel, CT 06801

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: Nationsbank, N.A., as Agent

Internal Address: _____

Street Address: 101 North Tryon Street

City: Charlotte State: NC ZIP: 28255

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 22, 1999

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)		B. Patent No.(s)
09/073,925	05/27/98	Motorcycle
		5,702,092
		5,634,653
		5,451,071
		5,356,058
		5,449,155
		5,335,928
		5,509,674
		5,494,302
		5,390,947
		5,555,775
		5,413,368
		5,178,035

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Victoria M. Malia, Esq.

Internal Address: _____

Cummings & Lockwood

Street Address: Four Stamford Plaza

P. O. Box 120

City: Stamford State: CT ZIP: 06904

6. Total number of applications and patents involved: **40**

7. Total fee (37 CFR 3.41):.....\$ 1,600.00

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number: 11-0231

MCD 5.29.99

4/02/1999 JSHABAZZ 00000162 09072925

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(1600.00 BP)

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Victoria M. Malia, Esq. Victoria M. Malia March 26, 1999

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **8**

PATENT

EXHIBIT A**U.S. PATENTS AND PATENT APPLICATIONS**

<u>App./Patent Number</u>	<u>Patent Title</u>	<u>File/Issue Date</u>
5,702,092	Suspension Assembly for a Vehicle	12/30/97
5,356,058	Bicycle Seat Bag	10/18/94
5,509,674	Bicycle Suspension System	4/23/96
5,555,775	Bicycle Handlebars	9/17/96
5,634,653	Bicycle Suspension System	6/3/97
5,449,155	Suspension Shock Absorber for Bicycles	9/12/95
5,494,302	Suspension Assembly for a Vehicle	2/27/96
5,413,368	Bicycle with Trailing Arm Suspensions	5/9/95
5,451,071	Monocoque Frame	9/19/95
5,335,928	Bicycle Bottom Bracket/Crank Assembly	8/9/94
5,390,947	Bicycle Wheel Mount	2/21/95
5,178,035	Bicycle Headset	1/12/93
5,320,374	Suspension Fork	6/14/94
5,201,537	Bicycle/Frame	4/13/93
5,242,178	Hitch for Attaching a Trailer to a Bicycle	9/7/93
5,245,517	Lighted Bicycle Carrier Bags	9/14/93
5,261,685	Bicycle Wheel Axle Dropout Member	11/16/93
5,020,819	Replaceable Derailleur Hanger	6/4/91
5,228,542	Caliper Brake for a Bicycle Wheel	7/20/93
5,249,818	Method of Making Frames from Tubular Members and	10/5/93
and 0,524,599	Frames Made by the Method	
4,808,147	Adjustable Bottom Bracket Assembly for Bicycles	2/28/89
4,684,281	Bicycle Shifter Boss Assembly	8/4/87
4,961,233	Cycling Pants	10/9/90
4,798,318	Carrier Bag Assembly for Bicycle Handlebars	1/17/89
Des. 351,575	Trailer for Towing Behind a Bicycle	10/18/94
Des. 336,877	Bicycle Rear Carrier Pack	6/29/93
Des. 271,759	Carrier Racks for Bicycles	12/13/83
Des. 332,240	Water Bottle Cage	1/5/93
Des. 272,139	Combined Bottle Mount and Bottle for Bicycles	1/10/84
Des. 393,819	Design for a Wheelchair Frame	4/28/98
5,791,673	Frame Having a Central Backbone and Opposing Skins	5/22/96
5,791,674	Bicycle Suspension System	8/11/98
Des. 382,836	Design for Securing Device	5/22/96
Des 401,539	Crank Assembly for a Bicycle	11/24/98
New App.	"Motorcycle"	5/27/98

Attached to and forming a part of the
Security Agreement dated as of January 22, 1999
by Cannondale Corporation, as Grantor,
to NationsBank, N.A., as Administrative Agent.

PATENT
REEL: 9845 FRAME: 0692

EXHIBIT B

TRADEMARKS

I. U.S. Trademarks

<u>Mark</u>	<u>Registration No.</u>	<u>Date Registered</u>
CANNONDALE®	1032202	2/3/76 (Renewed)
CODA (with design)®	2015708	11/12/96
C-LOGO®	2144973	3/17/98
HEADSHOK (with design)®	2102555	10/7/97
C-SOLES®	2074548	6/24/97
RAVEN®	2126238	12/30/97
MOTO®	2033029	1/21/97
SILK ROAD HEADSHOK®	2018888	11/26/96
SILK PATH HEADSHOK®	2002675	9/24/96
FATTY®	1983068	6/25/96
DIRT CAMP (with design)®	2015507	11/12/96
CAD CANNONDALE ADVANCED ALUMINUM DESIGN (with design)®	2007769	10/15/96
LOS DOS®	2112703	11/11/97
POWERPYRAMID®	1985385	7/9/96
HYPERACTIVE®	2037783	2/11/97
SLICE (pending)	Ser. No. 75-386309	—
SUPER V Bicycle Design (pending)	Ser. No. 75-290240	—

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PATENT
REEL: 9845 FRAME: 0693

EXHIBIT C

REGISTERED COPYRIGHTS AND COPYRIGHT APPLICATIONS

<u>Registration No.</u>	<u>Copyright Title</u>	<u>Date Registered</u>
	NONE	

Attached to and forming a part of the
Security Agreement dated as of January 22, 1999
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to NationsBank, N.A., as Administrative Agent.

PATENT
REEL: 9845 FRAME: 0694

BOX 4. B. Patent No.(s) continued:

5,320,374	Des. 271,759
5,201,537	Des. 332,240
5,242,178	Des. 272,139
5,245,517	Des. 393,819
5,261,685	5,791,673
5,020,819	5,791,674
5,228,542	Des. 382,836
5,249,818	Des. 401,539
4,808,147	5,380,027
4,684,281	5,127,563
4,961,233	4,271,986
4,798,318	Des. 332,211
Des. 351,575	Des. 403,992
Des. 336,877	

S5031451.DOC 03/25/99

**PATENT, TRADEMARK, COPYRIGHT, AND OTHER
INTELLECTUAL PROPERTY SECURITY INTEREST**

WHEREAS, CANNONDALE CORPORATION (the "Grantor") is the owner of the United States patents; patent registrations; applications for patents; and patent registrations, renewals, and extensions thereof, including, without limitation, those set forth on Exhibit A attached hereto; United States trademarks; associated United States trademark registrations; applications for trademark registrations; and all renewals and extensions thereof, including, without limitation, those set forth in Exhibit B attached hereto; and is a party to certain trademark and patent licenses of United States trade names; trade name registrations; and applications for trade name registrations, including, without limitation, those set forth in Exhibit B attached hereto; and of United States copyrights; copyright registrations; applications for copyright registrations; and all renewals and extensions thereof, including without limitation, those set forth on Exhibit C attached hereto; and

WHEREAS, NATIONSBANK, N.A., as administrative agent for the Banks (the "Administrative Agent"), is the secured party under the Security Agreement dated as of January 22, 1999, made by the Grantor in favor of the Administrative Agent, and the Administrative Agent desires to acquire a security interest in, and a lien on, said patents, patent registrations, trademarks, trademark registrations, trade names, copyrights, copyright registrations, licenses, applications for said patent and trademark registrations, the goodwill of the business symbolized by said trademarks, trademark applications, trademark and copyright registrations, trade names, and all products and proceeds of the foregoing; and

WHEREAS, the Grantor agrees to grant the security interests in the patents, patent registrations, trademarks, trademark registrations, trade names, copyrights, copyright registrations, licenses, applications for said patent and trademark registrations, the goodwill of the business symbolized by said trademarks, trademark applications, trademark and copyright registrations, trade names, and all products and proceeds thereof described above and as specifically set forth, but not limited thereto, in Exhibits A, B, and C hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the aforementioned Security Agreement made by the Grantor in favor of the Administrative Agent (as the same may be from time to time further amended and in effect), the terms and conditions of which are incorporated herein by reference, the Grantor hereby gives, grants, assigns, and transfers a security interest in said patents, patent registrations, trademarks,

trademark registrations, trade names, copyrights, copyright registrations, licenses, applications for said patent and trademark registrations, the goodwill of the business symbolized by said trademarks, trademark applications, trademark and copyright registrations, trade names, and all products and proceeds thereof, to the Administrative Agent, in each case, now existing or hereafter acquired.

The Grantor hereby acknowledges the sufficiency and completeness of this document to create the security interest in the property identified herein and to grant the same to the Administrative Agent, and the Grantor hereby requests the appropriate filing and recording offices, including, but not limited to, the U.S. Patent and Trademark Office and the U.S. Copyright Office, to file and record the same together with the annexed Exhibits A, B, and C.

Executed this 22nd day of January, 1999.

GRANTOR

CANNONDALE CORPORATION

By John Morarty
Name: John Morarty
Title: Act. Treasurer

S4724663.DOC

PATENT
REEL: 9845 FRAME: 0697

<u>App./Patent Number</u>	<u>Patent Title</u>	<u>File/Issue Date</u>
5,380,027	Bicycle Headset	1/10/95
5,127,563	Mounting Device for Bicycle Accessories	7/7/92
4,271,986	Pannier for Bicycle Rear Carrier Racks	6/9/81
Des. 332,211	Folding Tool for Bicycles	1/5/93
Des. 403,992	Bicycle Suspension Fork	1/12/99

Attached to and forming a part of the
Security Agreement dated as of January 22, 1999
by Cannondale Corporation, as Grantor,
to NationsBank, N.A., as Administrative Agent.

RECORDED: 03/29/1999

PATENT
REEL: 9845 FRAME: 0698