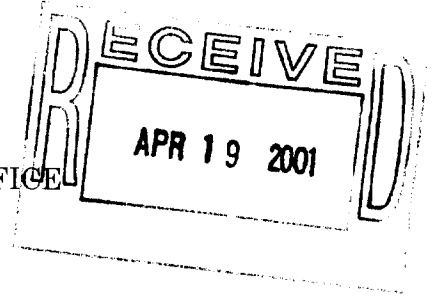


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UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

Bell Sports, Inc.
6225 North State Highway 161
Suite 300
Irving, TX 75038

A California corporation

2. Name and address of receiving party:

Fleet National Bank, as Administrative Agent
100 Federal Street
Boston, MA 02110

A national banking association

3. Nature of conveyance: First Supplemental Patent Collateral Assignment and Security Agreement, attached hereto as Exhibit 1.

Execution date: March 21, 2001

4. Application numbers and registration numbers:

A. Patent numbers:

4185850

See attached Schedule A.

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

Kathleen M. Phelps, Esq.
Bingham Dana LLP
150 Federal Street
Boston, Massachusetts 02110

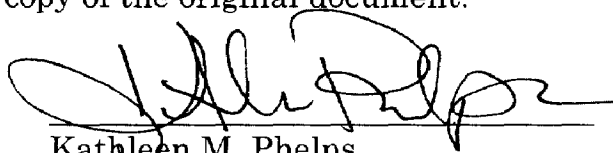
6. Total number of applications and patents involved: 43

7. Total fee enclosed: \$ 1720.00

8. Deposit account number: Not applicable

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.



Kathleen M. Phelps
April 18, 2001

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 12

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignment
Washington, D.C. 20231

Sent via U.S. Post Office Express Mail on April 18, 2001, Receipt No. EL707577287US

SCHEDULE A TO RECORDATION FORM COVER SHEET

UNITED STATES PATENTS TO BE RECORDED

INTELLECTUAL PROPERTY OF BELL SPORTS, INC.

Patent No.	Issue Date	Title
4185850	01/29/80	Automatic Release Bicycle Holder
4542839	09/24/85	Bicycle Handlebar Mounted Carrier Bag
D332877	02/02/93	Child's Bicycle Seat
D340777	10/26/93	Personal Safety Light
4993082	02/19/91	Method for Making Helmet with Indelibly Ornamented Cover
5007141	04/16/91	Strap Retainer for Head Gear
D272770	02/28/84	Cyclist's Vented Helmet with Visor
D273779	05/08/84	Motorcycle Fairing
D274899	07/31/84	Motorcycle Article Carrier
D276991	01/01/85	Bicycle Rack
D292900	11/24/87	Pair of Front Pannier Support Racks for Bicycles
D352267	11/08/94	Bicycle Rack
4278285	07/14/81	Pockets For a Fairing Structure
4305160	12/15/81	Detent Controlled Helmet Shields
4627115	12/09/86	Ventilated Helmet
4667348	05/26/87	Cyclist's Helmet and Face Mask
4993082	02/19/91	Method for Making Helmet with Indelibly Ornamented Cover
4903348	02/27/90	Helmet with Strap Holder
D272769	02/28/84	Cyclist's Vented Helmet
3925821	12/16/75	Air Cooled Helmet (Bicycle)
4044400	08/30/77	Helmet Retention System
4054953	10/25/77	Crash Helmet
4185850	01/29/80	Automatic Release Bicycle Holder
4442960	04/17/84	Saddlebags
4461044	07/24/84	Bicycle Helmet Retention System with Quick Disconnect
4542839	09/24/85	Bicycle Handlebar Mounted Carrier Bag
4549541	10/29/85	Helmet System
4607395	08/19/86	Helmet Radio Control Package
4612675	09/23/86	Helmet With Adjustable Ventilation
4619003	10/28/86	Insulated Helmet
4625341	12/02/86	Removable Attachable Shield for Helmet Visor
4653123	03/31/87	Aerodynamic Bicyclist's Helmet Construction
4807305	02/28/89	Helmet Shield Mechanism

4897888	02/06/90	Helmet Strap Clip, and Assembly
4903348	02/27/90	Helmet With Strap Holder
5911406	06/15/99	Liquid Dispensing and Item Storage System with Orally Activated Valve
5285933	02/15/94	A Pressure Holding Liquid Bottle For Mounting On A Bicycle
D351341	10/11/94	Combined Bottle and Support Element
D272469	01/31/84	Clean Room
D285394	09/02/86	Desk
4343514	08/10/82	Rosnant Tool Driving System with Gap
5673843	10/07/97	Transportable Pipe Welding And Fabrication Station
4366922	01/04/83	Bottle and Holder Assembly

**FIRST SUPPLEMENTAL PATENT COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

This **FIRST SUPPLEMENTAL PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT** (the "Agreement") dated as of March 21, 2001 by and between **BELL SPORTS, INC.**, a California corporation, having a principal place of business at 6225 N. State Highway 161, Suite 300, Irving, Texas 75038 (the "Assignor"), and **FLEET NATIONAL BANK**, a national banking association having a place of business at 100 Federal Street, Boston, Massachusetts 02110, as administrative agent (hereinafter, in such capacity, the "Agent") for itself and other lending institutions (hereinafter, collectively, the "Banks") which are, or may in the future become, parties to a Revolving Credit and Term Loan Agreement dated as of August 11, 2000 (as amended, restated and in effect from time to time, the "Credit Agreement"), by and among the Assignor, the Banks, the Agent, and the other parties thereto.

RECITALS

WHEREAS, the Assignor, the Agent and the Banks have entered into the Credit Agreement, pursuant to which the Banks have made Revolving Credit Loans (as defined in the Credit Agreement) and otherwise extended credit to the Assignor pursuant to the terms thereof;

WHEREAS, in connection with the transactions contemplated by the Credit Agreement, the Assignor and the Agent have entered into a Patent Collateral Assignment and Security Agreement dated as of August 11, 2000, which was recorded with the United States Patent and Trademark Office (the "PTO") on or about September 6, 2000 at Patent Reel 011007, Frame 0560 (the "Original Patent Collateral Assignment"), pursuant to which the Assignor granted to the Agent a security interest in and lien on of all of the Assignor's Patents, as such term is defined in the Original Patent Collateral Assignment;

WHEREAS, subsequent to the execution, delivery and recording of the Original Patent Collateral Assignment, the Assignor has acquired or been granted the patent applications set forth on Schedule A hereto (such patent applications being collectively referred to herein as the "Supplemental Patent Application");

WHEREAS, pursuant to and in fulfillment of the parties' obligations under the Credit Agreement and the Original Patent Collateral Assignment, the Assignor wishes to execute and deliver this Agreement to further effect, evidence and memorialize the Assignor's grant to the Agent of a security interest in the Supplemental Patent Application, the Patent Rights associated with or related to the Supplemental Patent Application (the "Supplemental Patent Rights"), the Patent License Rights associated with or related to the Supplemental Patent Application (the "Supplemental Patent License Rights"), and all additions, improvements and accessions to, all substitutions for and replacements of, and all products and Proceeds (including insurance proceeds) associated with or related to the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property (the "Supplemental Additions and Proceeds"), (the Supplemental Patent Application, Supplemental Patent Rights, Supplemental Patent License Rights and Supplemental Additions and Proceeds collectively referred to as the "Supplemental Patent Collateral"), and the Assignor's collateral assignment to the Agent for the benefit of the Banks and the Agent of the

Supplemental Patent Collateral, all as contemplated by the Original Patent Collateral Assignment;

NOW, THEREFORE, the Assignor and the Agent, in consideration of the promises set forth in the Credit Agreement and the Original Patent Collateral Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. DEFINITIONS. All capitalized terms used herein without definition shall have as their respective meanings the definitions as set forth in the Original Patent Collateral Assignment.

2. COLLATERAL ASSIGNMENT.

2.1. Collateral Assignment. To secure the payment and performance in full of all of the Obligations, the Assignor hereby unconditionally grants to the Agent, for the benefit of the Banks and the Agent, a continuing security interest in and first priority lien on the Supplemental Patent Collateral; and in furtherance thereof, the Assignor hereby grants, assigns, transfers and conveys to the Agent, for the benefit of the Banks and the Agent, BY WAY OF COLLATERAL SECURITY, all of the Supplemental Patent Collateral. NEITHER THE AGENT NOR ANY OF THE BANKS ASSUMES ANY LIABILITY OR RESPONSIBILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY.

2.2. Rights and Remedies Upon Default. If any Event of Default shall have occurred and be continuing, then, with respect to the Supplemental Patent Collateral, the Agent shall have such rights, interests and remedies, and the Assignor shall have such obligations, as are provided in or arise under the Original Patent Collateral Assignment with respect to the Patent Collateral, and all such rights, interests, remedies and obligations are hereby incorporated herein by reference as if set forth in full herein and are hereby ratified, confirmed, adopted and approved.

2.3. Supplemental to Certain Agreements. In no event shall this Agreement, the assignment of the Supplemental Patent Collateral hereunder or the recordation of this Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the other Security Documents (as defined in the Credit Agreement), the security interest of the Agent in the Collateral (including the Supplemental Patent Collateral) pursuant to the Original Patent Collateral Assignment, the other Security Documents and/or this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code, or the present or future rights and interests of the Agent in and to the Collateral under or in connection with the other Security Documents, the Original Patent Collateral Assignment, this Agreement and/or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Supplemental Patent Collateral (and any and all obligations of the Assignor with respect to the Supplemental Patent Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Supplemental Patent Collateral) provided in or arising under or in connection with the other Security Documents and the Original Patent Collateral Assignment. The other Security Documents, the Original Patent Collateral Assignment, and all rights and interests of the Agent in and to the Collateral (including the Supplemental Patent Collateral) thereunder, are hereby ratified, confirmed, adopted and approved.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF ASSIGNOR.

3.1. Schedule A to the Original Patent Collateral Assignment (the "Original Schedule A"), is hereby amended and supplemented by Schedule A to this Agreement (the "New Schedule A"). The Assignor represents and warrants that, together, the Original Schedule A and the New Schedule A constitute a true and complete list of all Patents.

3.2. The terms "Patents", as defined and used in the Original Patent Collateral Assignment, shall include, as of the time of the Assignor's acquisition of any right, title or interest therein or thereto, the Supplemental Patent Collateral.


3.3. The Assignor represents and warrants that all representations and warranties of the Assignor as set forth in the Credit Agreement and the Original Patent Collateral Assignment, as amended by Sections 3.1 and 3.2 hereof, are true and correct in all material respects on and as of the date hereof, except as such representations and warranties contained in the Credit Agreement are necessarily affected by the transactions contemplated by the Credit Agreement, and except for representations and warranties which expressly relate to a prior date; provided however that the Assignor makes no such representations or warranties with regard to Patents listed on Schedule A hereto with a registered owner other than the Assignor. All such representations and warranties are hereby ratified, affirmed and incorporated herein by reference, and such representations and warranties are applicable to the Patents (including the Supplemental Patent Collateral) with the same force and effect as though set forth herein in their entirety.

3.4. All rights, interests, duties, obligations, liabilities, covenants, agreements and remedies of each of the Assignor and the Agent with respect to each other and/or the Patents (including without limitation the Supplemental Patent Collateral) or any portion thereof, as set forth in the Original Patent Collateral Assignment and the other Security Documents, are hereby ratified, confirmed, adopted, approved and incorporated herein by reference; and such rights, duties, obligations, liabilities, covenants, agreements and remedies are applicable to the parties and the Patents (including without limitation the Supplemental Patent Collateral) with the same force and effect as though set forth herein in their entirety.

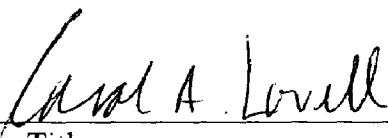
4. OTHER TERMS AND CONDITIONS OF ORIGINAL PATENT COLLATERAL ASSIGNMENT. This Agreement incorporates by reference all other terms and conditions contained in the Original Patent Collateral Assignment, to the extent that such terms and conditions are not inconsistent with the provisions set forth in this Agreement, with the same force and effect as though set forth herein in their entirety. Except as otherwise expressly set forth herein, all terms and conditions of the Original Patent Collateral Assignment are ratified and confirmed and shall remain in full force and effect. Without limiting the generality of the foregoing, the Assignor expressly affirms all of its obligations under the Original Patent Collateral Assignment, as supplemented or amended hereby. Nothing herein shall be construed as an amendment, supplement or waiver of any requirements of the Original Patent Collateral Assignment except as expressly set forth herein.

IN WITNESS WHEREOF, the Assignor and the Agent, each by its own duly authorized officer, have duly executed this Agreement, as an instrument under seal, as of the date first set forth above.

BELL SPORTS, INC.

By: 
Title: Secretary

FLEET NATIONAL BANK, as Agent

By: 
Title: MANAGING DIRECTOR

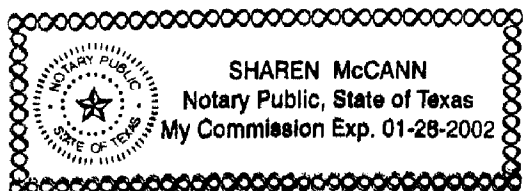
CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 21st day of March, 2001, personally appeared LORI SHERWOOD to me known personally, and who, being by me duly sworn, deposes and says that he is the SECRETARY of BELL SPORTS, INC., and that said instrument was signed and sealed on behalf of said corporation by authority of BELL SPORTS, INC., and said LORI SHERWOOD acknowledged said instrument to be the free act and deed of said company.

Sharon McCann
Notary Public

My commission expires: 1-28-02



CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF Massachusetts
COUNTY OF Suffolk } ss.

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 28th day of March, 2001, personally appeared Carol Lovell to me known personally, and who, being by me duly sworn, deposes and says that she is the Managing Director of **FLEET NATIONAL BANK**, and that said instrument was signed and sealed on behalf of said bank by authority of its governing body, and said Managing Director acknowledged said instrument to be the free act and deed of said bank.


Notary Public

My commission expires:

KATHLEEN M. PHELPS
NOTARY PUBLIC
My Commission Expires Jan. 17, 2003

SCHEDULE A

UNITED STATES PATENTS TO BE RECORDEDINTELLECTUAL PROPERTY OF BELL SPORTS, INC.

Owner: Bell Sports, Inc.

Patent No.	Issue Date	Title
4185850	01/29/80	Automatic Release Bicycle Holder
4542839	09/24/85	Bicycle Handlebar Mounted Carrier Bag
D332877	02/02/93	Child's Bicycle Seat
D340777	10/26/93	Personal Safety Light
4993082	02/19/91	Method for Making Helmet with Indelibly Ornamented Cover
5007141	04/16/91	Strap Retainer for Head Gear
D272770	02/28/84	Cyclist's Vented Helmet with Visor
D273779	05/08/84	Motorcycle Fairing
D274899	07/31/84	Motorcycle Article Carrier
D276991	01/01/85	Bicycle Rack
D292900	11/24/87	Pair of Front Pannier Support Racks for Bicycles
D352267	11/08/94	Bicycle Rack
4278285	07/14/81	Pockets For a Fairing Structure
4305160	12/15/81	Detent Controlled Helmet Shields
4627115	12/09/86	Ventilated Helmet
4667348	05/26/87	Cyclist's Helmet and Face Mask
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4903348	02/27/90	Helmet with Strap Holder
D272769	02/28/84	Cyclist's Vented Helmet
3925821	12/16/75	Air Cooled Helmet (Bicycle)
4044400	08/30/77	Helmet Retention System
4054953	10/25/77	Crash Helmet
4185850	01/29/80	Automatic Release Bicycle Holder
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4461044	07/24/84	Bicycle Helmet Retention System with Quick Disconnect
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4549541	10/29/85	Helmet System
4607395	08/19/86	Helmet Radio Control Package
4612675	09/23/86	Helmet With Adjustable Ventilation
4619003	10/28/86	Insulated Helmet
4625341	12/02/86	Removable Attachable Shield for Helmet Visor
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4807305	02/28/89	Helmet Shield Mechanism
4897888	02/06/90	Helmet Strap Clip, and Assembly
4903348	02/27/90	Helmet With Strap Holder
5911406	06/15/99	Liquid Dispensing and Item Storage System with Orally Activated Valve

PATENTS OWNED BY ENTITIES OTHER THAN BELL SPORTS, INC.:

Owner: Giro Sport Design, Inc.

Patent No.	Issue Date	Title
5285933	02/15/94	A Pressure Holding Liquid Bottle For Mounting On A Bicycle

Owner: Unknown

D351341	10/11/94	Combined Bottle and Support Element
D272469	01/31/84	Clean Room
D285394	09/02/86	Desk
4343514	08/10/82	Rosnant Tool Driving System with Gap
5673843	10/07/97	Transportable Pipe Welding And Fabrication Station
4366922	01/04/83	Bottle and Holder Assembly