

10-03-2001



101860375
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RE

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission Document ID # _____ (Non-Recordation)

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other _____

U.S. Government
(for Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Specialized Bicycle Components, Inc. Execution Date Month Day Year 06-29-2001

Name (line 2) _____

Second Party Execution Date Month Day Year _____

Name (line 1) _____

Name (line 2) _____

Receiving Party

Mark if additional names of receiving parties attached

Name (line1) General Electric Capital Corporation, as Administrative Agent

Name (line2) _____

Address (line 1) 350 South Beverly Drive

Address (line 2) Suite 200

Address (line 3) _____

Address (line 3) Beverly Hills California 90212
City State/Country Zip Code

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment).

Domestic Representative Name and Address

Enter for the First Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

07/17/2001 6TOM11 00000134 500639 DES350672
01 FC:581 440.00 CH 1640.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Correspondent Name and Address

Area Code and Telephone Number

(415) 984-8774

Name Jill H. Matichak, Esq.

Address (line 1) O'Melveny & Myers LLP

Address (line 2) Embarcadero Center West

Address (line 3) 275 Battery Street

Address (line 4) San Francisco, California 94111-3305

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

6

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

DES350672	DES419492	5450631
5651145	5745924	5813055
6105176	DES416110	DES418254

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT		PCT		PCT	
PCT		PCT		PCT	

Number of Properties

Enter the total number of properties involved.

52

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 2,080.00

Method of Payment:
Deposit Account

Enclosed

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

500639

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

Jill H. Matichak

Name of Person Signing


Signature

7/11/01

Date Signed



RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

Mark if additional names of conveying parties attached

Enter Additional Conveying Parties

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party(ies)

Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line1)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment).

Name (line2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Name (line1)

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Application Number(s) or Patent Number(s)

Mark if additional numbers attached

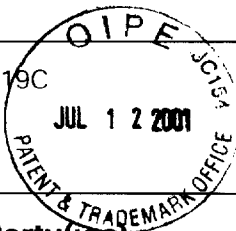
Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

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Patent Number(s)

DES411338	DES410304	DES362084
DES390771	5088535	DES430744
DES430745	DES429907	DES430413
DES416394	DES416695	6106059
DES308840	6170084	DES348750



RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

Conveying Party(ies)

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Enter Additional Conveying Parties

Execution Date
Month Day Year

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Name (line 2)

Execution Date
Month Day Year

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Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

09/552450	60/197891	09/825009
09/288003	29/124767	29/124789
09/583348	29/126294	09/549348
29/105761	09/457214	09/216314
09/525997		

DES348545	DES347711	5381560
4445703	DES415860	DES413185
6098200	6055675	5794272
DES429036	DES420468	5678837
5899480	5509679	4830239

GRANT OF PATENT SECURITY INTEREST

WHEREAS, SPECIALIZED BICYCLE COMPONENTS, INC., a California corporation ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, Specialized Bicycle Components, Inc., a California corporation ("Company"), has entered into a Multicurrency Credit Agreement dated as of June 19, 2001 (said Multicurrency Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "Credit Agreement") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "Lenders"), General Electric Capital Corporation, as Administrative Agent for the Lenders (in such capacity, "Administrative Agent"), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of June 19, 2001 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor, Administrative Agent and the other grantors named therein, Grantor has agreed to create in favor of Administrative Agent a secured and protected interest in, and Administrative Agent has agreed to become a secured creditor with respect to, the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Administrative Agent a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Patent Collateral"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by the Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by the Grantor in whole or in part (including, without limitation, the patents and patent applications listed in Schedule A), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the "Patents"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term "proceeds" includes whatever is receivable or received when Patent Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party (other than to the extent that any such term would be rendered ineffective pursuant to the UCC or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Patent Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 29 day of June, 2001.

**SPECIALIZED BICYCLE COMPONENTS,
INC.**

By: Michael Hagner
Name: Michael Hagner
Title: CEO

<u>Date Filed</u>	<u>Application Number</u>	<u>Invention</u>
4/3/01	09/825009	AN IMPROVED RETENTION MECHANISM FOR A HELMET
4/6/99	09/288003	BICYCLE DAMPING ENHANCEMENT SYSTEM
6/12/00	29/124767	BICYCLE SADDLE
6/12/00	29/124789	BICYCLE SADDLE
5/31/00	09/583348	BICYCLE SADDLE WITH CUT OUT
7/12/00	29/126294	CYCLING GLOVE
4/14/00	09/549348	ERGONOMIC BICYCLE HANDLEBAR GRIP FOR PROTECTING THE HAND OF A RIDER
6/1/99	29/105761	ERGONOMIC GLOVE
12/8/99	09/457214	PADDED GLOVE FOR PROTECTING AND POSITIONING THE HAND OF A WEARER
12/18/98	09/216314	PUNCTURE RESISTANT MATERIAL FOR A TIRE
3/15/00	09/525997	RETENTION MECHANISM FOR A HELMET

SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST

U. S. Patents Issued:

<u>Patent No.</u>	<u>Issue Date</u>	<u>Invention</u>
DES350672	9/20/94	BEVERAGE BOTTLE
DES419492	1/25/00	BICYCLE FRAME
5450631	9/19/95	BICYCLE HELMET
5651145	7/29/97	BICYCLE HELMET
5745924	5/5/98	BICYCLE HELMET
5813055	9/29/98	BICYCLE HELMET
6105176	8/22/00	BICYCLE HELMET
DES416110	11/2/99	BICYCLE HELMET
DES418254	12/28/99	BICYCLE HELMET
DES411338	6/22/99	BICYCLE HELMET
DES410304	5/25/99	BICYCLE HELMET
DES362084	9/5/95	BICYCLE HELMET
DES390771	2/17/98	BICYCLE LOCK
5088535	2/18/92	BICYCLE OR MOTORCYCLE TIRE TREAD
DES430744	9/12/00	BICYCLE SADDLE
DES430745	9/12/00	BICYCLE SADDLE
DES429907	8/29/00	BICYCLE SADDLE
DES430413	9/5/00	BICYCLE SADDLE
DES416394	11/16/99	BICYCLE SADDLE
DES416695	11/23/99	BICYCLE SADDLE
6106059	8/22/00	BICYCLE SADDLE WITH CUT OUT
DES308840	6/26/90	BICYCLE TOE CLIP

<u>Patent No.</u>	<u>Issue Date</u>	<u>Invention</u>
US6170084B1	1/9/01	CLIP-ON VISOR
DES348750	7/12/94	COVERED CYCLING HELMET
DES348545	7/5/94	CYCLING HELMET
DES347711	6/7/94	CYCLING HELMET
5381560	1/17/95	FITTING AND RETENTION SYSTEM FOR HEADGEAR
4445703	5/1/84	HEAD SET ARRANGEMENT FOR BICYCLE
DES415860	10/26/99	HELMET
DES413185	8/24/99	HELMET
6098200	8/8/00	PADDED GLOVE FOR PROTECTING AND POSITIONING THE HAND OF A WEARER
6055675	5/2/00	PROTECTIVE BICYCLE HELMET HAVING A VENTILATED REAR SUPPORT STRUCTURE
5794272	8/18/98	PROTECTIVE HELMET WITH IMPROVED RETENTION SYSTEM HAVING A REAR STABILIZER
DES429036	8/1/00	REAR PORTION OF A BICYCLE HELMET
DES420468	2/8/00	REAR PORTION OF HELMET
5678837	10/21/97	REAR SUSPENSION FOR BICYCLES
5899480	5/4/99	REAR SUSPENSION FOR BICYCLES
5509679	4/23/96	REAR SUSPENSION FOR BICYCLES
4830239	5/16/89	WATER BOTTLE CAGE AND METHOD

U.S. Patents Pending:

<u>Date Filed</u>	<u>Application Number</u>	<u>Invention</u>
4/18/00	09/552450	CYCLING SHOE
4/17/00	60/197891	CYCLING SHOE