

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
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<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Bell Sports, Inc.	09/30/2004

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Goldman Sachs Credit Partners L.P., as Collateral Agent
<b>Street Address:</b>	85 Broad Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10004

<b>PROPERTY NUMBERS Total: 53</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	4605289
Patent Number:	4622700
Patent Number:	D316165
Patent Number:	D319112
Patent Number:	D316227
Patent Number:	5481762
Patent Number:	D339427
Patent Number:	5299818
Patent Number:	D332877
Patent Number:	5119516
Patent Number:	D325009
Patent Number:	D336530
Patent Number:	5313187
Patent Number:	D333041
Patent Number:	D335195

**OP \$2120.00 4605289**

Patent Number:	5099523
Patent Number:	D331736
Patent Number:	D331382
Patent Number:	5309576
Patent Number:	D340777
Patent Number:	5175528
Patent Number:	5269025
Patent Number:	D347300
Patent Number:	D352803
Patent Number:	5351341
Patent Number:	D346996
Patent Number:	D352267
Patent Number:	5313188
Patent Number:	5659900
Patent Number:	5469583
Patent Number:	5477563
Patent Number:	6019708
Patent Number:	5641220
Patent Number:	5887288
Patent Number:	6173980
Patent Number:	5675843
Patent Number:	5774901
Patent Number:	5729877
Patent Number:	6009561
Patent Number:	6009562
Patent Number:	5997256
Patent Number:	6401261
Patent Number:	6102063
Patent Number:	6449776
Patent Number:	D379794
Patent Number:	D392650
Application Number:	09894722
Application Number:	10462270
Application Number:	29188477
Application Number:	10706743

Application Number:	10856423
Application Number:	10855185
Application Number:	10897421

**CORRESPONDENCE DATA**

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*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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 Address Line 1: 650 Town Center Drive  
 Address Line 2: Suite 2000  
 Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Rhonda DeLeon
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**Total Attachments: 16**  
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## PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of September 30, 2004 (as amended, restated or otherwise modified from time to time, the "Patent Security Agreement"), between **EACH OF THE UNDERSIGNED** (collectively, the "Grantors"), and **GOLDMAN SACHS CREDIT PARTNERS L.P.**, in its capacity as collateral agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of September 30, 2004 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

**SECTION 2. Grant of Security Interest in Patent Collateral.** Each Grantor hereby pledges and grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing (collectively, "Patents"), including, but not limited to: (i) each patent and patent application referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

(b) all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Patent Licenses");

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof;

(d) all rights corresponding thereto throughout the world;

(e) all inventions and improvements described therein;

(f) all rights to sue for past, present and future infringements thereof;

(g) all licenses, claims, damages, and proceeds of suit arising therefrom;

and

(h) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

**SECTION 3. Security Agreement.** The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

**SECTION 4. Applicable Law.** This Patent Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

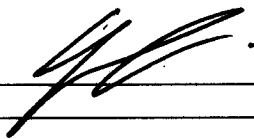
**SECTION 5. Counterparts.** This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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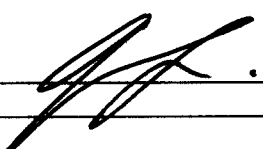
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Grantors:

**RIDDELL BELL HOLDINGS, INC., as Company**

By:   
Title: \_\_\_\_\_

**RBG HOLDINGS CORP.  
RIDDELL SPORTS GROUP, INC.  
RIDDELL, INC.  
ALL AMERICAN SPORTS CORPORATION  
MACMARK CORPORATION  
RIDMARK CORPORATION  
PROACQ CORP.  
EQUILINK LICENSING, LLC  
RHC LICENSING, LLC  
PRO-LINE ATHLETIC EQUIPMENT, INC.  
PRO-LINE TEAM SPORTS, INC.**

By:   
Title: \_\_\_\_\_

**BELL SPORTS CORP.  
BELL SPORTS, INC.  
GIRO SPORT DESIGN INTERNATIONAL, INC.  
BELL POWERSPORTS, INC.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Grantors:

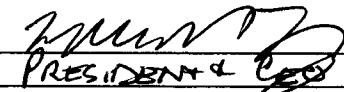
**RIDDELL BELL HOLDINGS, INC., as  
Company**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**RBG HOLDINGS CORP.  
RIDDELL SPORTS GROUP, INC.  
RIDDELL, INC.  
ALL AMERICAN SPORTS  
CORPORATION  
MACMARK CORPORATION  
RIDMARK CORPORATION  
PROACQ CORP.  
EQUILINK LICENSING, LLC  
RHC LICENSING, LLC  
PRO-LINE ATHLETIC EQUIPMENT, INC.  
PRO-LINE TEAM SPORTS, INC.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**BELL SPORTS CORP.  
BELL SPORTS, INC.  
GIRO SPORT DESIGN INTERNATIONAL,  
INC.  
BELL POWERSPORTS, INC.**

By:   
Title: PRESIDENT & CEO

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**  
**PATENT REGISTRATIONS AND APPLICATIONS**



**SCHEDULE I****Patents****Bell**

<b>Country</b>	<b>Patent</b>	<b>Patent No. (App. No.)</b>	<b>Grant Date (File Date)</b>
Canada	Sizing and Stabilizing Apparatus for Bicycle Helmets (Roc Loc)	2,166,724 (2,166,724)	03-11-03 (07-08-94)
Canada	Strap Lock Buckle	2,132,171 (2,132,171)	03-20-01 (09-15-94)
Canada	Ventilated Helmet (also referred to as Saddle Bag)	1,234,451 (469,024)	03-29-88 (11-30-84)
Europe	Strap Lock Buckle	643,933 (EP94 114 463.6)	04-12-00 (09-14-94)
France	Strap Lock Buckle	643,933 (EP94 114 463.6)	4-12-00 (09-14-94)
Germany	Strap Lock Buckle	643,933 (EP94 114 463.6)	4-12-00 (9-14-94)
Italy	Strap Lock Buckle	643,933 (EP94 114 463.6)	4-12-00 (9-14-94)
Great Britain	Strap Lock Buckle	643,933 (EP94 114 463.6)	04-12-00 (09-14-94)
United States	Air Pump Valve Head for Gripping Both Schrader and Presta Valves	6,102,063 (09/386,598)	08-15-00 (08-31-99)
United States	Battery-Powered Flashing Super-Luminescent Light Emitting Diode Safety Warning Light (Single Oscillator)	5,313,187 (07/578,504)	05-17-94 (09-06-90)

<b>Country</b>	<b>Patent</b>	<b>Patent No. (App. No.)</b>	<b>Grant Date (File Date)</b>
United States	Battery-Powered Flashing Super-Luminescent Light Emitting Diode Safety Warning Light (Single Oscillator - Divisional)	5,313,188 (07/997,201)	05-17-94 (12-28-92)
United States	Bicycle	D 325,009 (548,766)	03-31-92 (07-06-90)
United States	Bicycle Helmet with Rear Safety Flasher Light and Reflector	D 335,195 (583,975)	04-27-93 (09-18-90)
United States	Bicycle Mirror Assembly	4,605,289 (06/658,181)	08-12-86 (10-05-84)
United States	Bicycle Pump (Mammoth Mtn. Pump Design)	D 392,650 (29/054,311)	03-24-98 (05-09-96)
United States	Bicycle Racing Helmet (Aerohead)	D 316,165 (212,857)	04-09-91 (06-28-88)
United States	Bicycle Rack	D 352,267 (948,975)	11-08-94 (09-18-92)
United States	Bicycle Rack	D 331,382 (07/714,075)	12-01-92 (06-11-91)
United States	Bicycle Rack	D 331,736 (07/714,074)	12-15-92 (06-11-91)
United States	Bicycle Seat with Rear Safety Flasher Light and Reflector	D 333,041 (583,974)	02-09-93 (09-18-90)

<b>Country</b>	<b>Patent</b>	<b>Patent No. (App. No.)</b>	<b>Grant Date (File Date)</b>
United States	Bottle Cage (Switchback)	D 379,794 (041,447)	06-10-97 (07-14-95)
United States	Bottle Cage for Bicycles	D 346,996 (07/948,974)	05-17-94 (09-18-92)
United States	Child's Bicycle Seat (Rhode Gear)	D 332,877 (07/415,189)	02-02-93 (09-29-89)
United States	Child Bicycle Seat and Rack Assembly	5,299,818 (07/415,174)	04-05-94 (09-29-89)
United States	Childs Bicycle Seat and Rack Assembly	6,173,980 (08/481,181)	01-16-01 (06-07-95)
United States	Combined Bicycle Safety Flashing Light and Reflector (VL 300-Design)	D 336,530 (578,503)	06-15-93 (09-06-90)
United States	Cyclist Helmet (Also called Ventilated Youth Helmet)	D 319,112 (07/247,581)	08-13-91 (09-22-88)
United States	Double Oscillator Battery Powered Flashing Super- Luminescent Light Emitting Diode Safety Warning Light	5,175,528 (07/742,205)	12-29-92 (08-05-91)
United States	Dual Stage, Dual Mode Air Pump	5,997,256 (09/151,170)	12-07-99 (09-10-98)

<b>Country</b>	<b>Patent</b>	<b>Patent No. (App. No.)</b>	<b>Grant Date (File Date)</b>
United States	Helmet Having a Planar-Molded Infrastructure	5,481,762 (07/301,696)	01-09-96 (01-25-89)
United States	Helmet Having Planar-Molded Infrastructure	5,477,563 (08/140,705)	12-26-95 (10-21-93)
United States	Helmet Visor Attachment Apparatus	5,675,843 (08/609,119)	10-14-97 (02-29-96)
United States	Helmet with Rotatable Mounting Apparatus & Method of Making Same	6,009,561 (09/140,615)	01-04-00 (08-26-98)
United States	Helmet with Accessory Mounting Apparatus & Method of Making Same	6,009,562 (09/140,617)	01-04-00 (08-26-98)
United States	Multiple Density Helmet Body Compositions to Strengthen Helmet	5,351,341 (07/934,200)	10-04-94 (08-24-92)
United States	Multiple Density Helmet Body Compositions to Strengthen Helmet	5,309,576 (07/717,485)	05-10-94 (06-19-91)
United States	Package for Soft Goods (Pro Cap)	D 316,227 (258,254)	04-16-91 (10-14-88)
United States	Personal Safety Light	D 340,777 (733,404)	10-26-93 (07-19-91)
United States	Pinch Resistant Buckle Assembly	5,729,877 (08/706,213)	03-24-98 (08-30-96)

<b>Country</b>	<b>Patent</b>	<b>Patent No. (App. No.)</b>	<b>Grant Date (File Date)</b>
United States	Portable Headlamp (Headlamp Divisional Utility)	5,641,220 (08/378,359)	06-24-97 (01-25-95)
United States	Reinforced Expanded Plastic Helmet Construction	5,119,516 (07/424,646)	06-09-92 (10-25-89)
United States	Reinforced Expanded Plastic Helmet Construction	5,099,523 (07/646,462)	03-31-92 (01-25-91)
United States	Reinforced Expanded Plastic Helmet Construction	5,269,025 (07/775,855)	12-14-93 (10-15-91)
United States	Removable Mounting Bracket for Expanded Plastic Foam Articles (Helmet Strap Mounting Bracket)	6,449,776 (09/784,860)	9-17-02 (02-15-01)
United States	Sizing and Stabilizing Apparatus for Bicycle Helmets (RocLoc)	5,659,900 (08/088,878)	08-26-97 (07-08-93)
United States	Sizing and Stabilizing Apparatus for Bicycle Helmets (RocLoc)	5,887,288 (08/432,123)	03-30-99 (10-19-95)
United States	Sizing and Stabilizing Apparatus for Bicycle Helmets (RocLoc)	6,401,261 (09/280,254)	6-11-02 (03-29-99)
United States	Sport Helmet Retention Apparatus (Tri Star Helmet)	5,774,901 (08/689,896)	07-07-98 (08-15-96)

<b>Country</b>	<b>Patent</b>	<b>Patent No. (App. No.)</b>	<b>Grant Date (File Date)</b>
United States	Strap Lock Buckle	5,469,583 (08/122,748)	11-28-95 (09-16-93)
United States	Suction Ventilated Helmet	4,622,700 (06/806,512)	11-18-86 (12-09-85)
United States	Torque Limiting Ratchet for bicycle Mounting Exercising Device (Crank Handle Trainer Utility )	6,019,708 (08/280,266)	02-01-00 (07-26-94)
United States	Ventilated Bicycle Helmet (Air Attack)	D 347,300 (855,349)	05-24-94 (03-23-92)
United States	Ventilated Bicycle Helmet (Ventoux)	D 352,803 (886,665)	11-22-94 (05-19-92)
United States	Ventilated Bicycle Helmet (Air Attack)	D 339,427 (374,398)	09-14-93 (08-23-89)
United States	Visual Display and Helmet Assembly	5,856,811 (08/594,159)	01-05-99 (01-31-96)

**Pending Applications**

<b>Country</b>	<b>Patent Title</b>	<b>Application No.</b>	<b>File Date</b>
United States	Bicycle Helmet Design	(29/188,477)	(08-19-2003)
United States	Fit Adjustment Mechanism for Helmets	(10/855,185)	(05-27-04)
United States	Safety Headlight (formerly Safety Headlamp for Bicycles)	(10/706,743)	(11-12-2003)
United States	Ski Helmet with Adjustable Ventilation	(10/462,270)	(06-16-2003)
United States	Two Way Sports Radio with Automatic Speech Triggered Keying (VOX)	(09/894,722)	(06-28-01)
Europe	Ski Helmet with Adjustable Ventilation	(PCT/US04/18462)	(06-10-04)
United States	Head Gear Fitting System	(10/856,423)	(05-26-04)
United States	Helmet Reinforcement System	(10/897,421)	(06-29-04)
United States	System for Accommodating Helmet Accessories	Not yet available	(08-03-04)
United States	Head Protection System and Method	Not yet available	(07-23-04)
United States	Helmet Protection System	Not yet available	(08-03-04)

**RIDDELL**

<b>Country</b>	<b>Patent</b>	<b>Patent No. (App. No.)</b>	<b>ISSUE DATE (EXPIRATION)</b>
USA	Jaw Pad For a Protective Helmet	D492,818	7/6/04 (7/6/18)
USA	Inflatable Crown Liner for a Protective Helmet	D475,486	6/3/03 (6/3/17)
USA	Football Helmet	D465,067	10/29/02 (10/29/16)
USA	Protective Helmet with Adjustable Sizes	6,240,571	6/5/01 (11/9/19)
USA	Chin Strap Assembly for use with an Athletic Helmet	6,081,932	7/4/00 (4/24/17)
USA	Chin Protector For Helmets	5,794,274	8/18/98 (4/24/17)
USA	Faceguard For a Batter's Helmet	Des. 358,686	5/23/95 (5/23/09)
USA	Inflatable Liner For Protective Headgear	5,175,889	1/5/93 (4/2/12)
USA	Protective Helmet and Liner	5,035,009	7/30/91 (9/27/10)
USA	Football Shoulder Pad	5,029,341	7/9/91 (8/22/09)
USA	Shock Absorbing Pad Structure For Athletic Equipment	4,985,931	1/22/91 (10/17/09)
USA	Athletic Shock Absorbing Pad	4,926,503	5/22/90 (6/30/09)
USA	Cantilever Strap For Football Shoulder Pads	4,872,216	10/10/89 (5/13/08)
USA	Padding Structure For Use In Protective Headgear	4,831,668	5/23/89 (6/23/08)



Canada	Football Helmet	100226	9/11/03 (9/11/13)
Canada	Cantilever Strap for Football Shoulder Pads	1322819	10/12/93 (10/12/10)
Canada	Shock Absorbing Pad Structure for Athletic Equipment	2027405	2/8/94 (10/11/10)
Canada	Football Shoulder Pad with Flexible Rib Protection Means	2023673	11/21/95 (8/21/10)
Canada	Inflatable Crown Liner for a Protective Helmet	101791	12/5/03 (12/5/13)
Germany	Inflatable Crown Liner for a Protective Helmet	403000448.9	4/1/03 (1/17/23)
Japan	Inflatable Crown Liner for a Protective Helmet	1199024	1/23/04 (1/23/19)
Germany	Jaw Pad for a Protective Helmet	40303029.3	8/14/03 (4/14/23)
Japan	Jaw Pad for a Protective Helmet	1199027	1/23/04 (1/23/19)
Canada	Jaw Pad for a Protective Helmet	102697	6/2/04 (6/2/14)

Pending Applications

<i>Country</i>	<i>Patent Title</i>	<i>Application No.</i>	<i>File Date</i>
USA	Sport Helmet	29/204,544	4/29/04
USA	Football Helmet	10/427,236	5/1/03
USA	Method and Apparatus for Testing Football Helmets	10/462,313	6/13/02
USA	Football Helmet	29/208,777	7/02/04

USA	Sport Helmet		<i>To be filed</i>		--
USA	Sport Helmet		<i>To be filed</i>		--
USA	Shoulder Pad for Contact Sports		<i>Pending</i>		9/13/04
USA	System for Measuring and Monitoring Acceleration of a Body Part		<i>Pending</i>		9/13/04
USA	System and Method for Measuring the Linear and Rotational Acceleration of a Body Part		09/974,566		10/10/01
USA	System and Method for Measuring the Linear and Rotational Acceleration of a Body Part		<i>To be filed</i>		--
Canada	Football Helmet		pending		5/1/03
Germany	Appl. No. 2427737 Football Helmet		pending		4/30/03
Japan	Appl. No. 10319500.9 Football Helmet		pending		5/1/03
Mexico	Appl. No. 126545/03 Football Helmet		pending		4/30/03
Canada	Appl. No. 2003/003843 Method and Apparatus for Testing Football Helmets		pending - Office Action Rec'd. due 10/20/04		6/13/03
Mexico	Appl. No. 2432323 Inflatable Crown Liner for a		Pending		1/17/03

	Protective Helmet		
Mexico	Appl. No. 2003/000033 Jaw Pad for a Protective Helmet	pending	4/14/03
	Appl. No. 2003/000365		