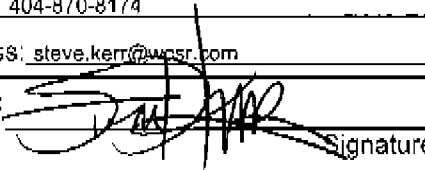


Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark OfficeRECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies) Blackburn Designs, Inc. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>Bell Sports, Inc.</u> Internal Address: <u>380 Encinal Street</u> <u>Santa Cruz, California 95060</u> Street Address: <u>380 Encinal Street</u> City: <u>Santa Cruz</u> State: <u>California</u> Country: <u>U.S.A.</u> Zip: <u>95060</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>April 28, 1993</u> <input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____		4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) _____ B. Patent No.(s) <u>D346,996</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Womble Carlyle Sandridge & Rice</u> Internal Address: <u>P.O. Box 7037</u> <u>Atlanta, Georgia 30357-0037</u> Street Address: <u>1201 West Peachtree Street</u> <u>Suite 3500</u> City: <u>Atlanta</u> State: <u>Georgia</u> Zip: <u>30309</u> Phone Number: <u>404-962-7524</u> Fax Number: <u>404-870-8174</u> Email Address: <u>steve.kerr@wpsr.com</u>		6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>\$40.00</u> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)	
9. Signature:  Signature Steven D. Kerr, Registration No. 32,472 Name of Person Signing		8. Payment Information a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>09-0528</u> Authorized User Name _____ Total number of pages including cover sheet, attachments, and documents: <input type="checkbox"/> 4	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

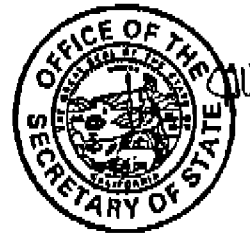
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PATENT
REEL: 017914 FRAME: 0243



SECRETARY OF STATE



I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 7 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

AUG 12 1997



Bill Jones

Secretary of State

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated as of April 23, 1993 (this "Merger Agreement"), is made and entered into by and among Bell Sports, Inc., a California corporation ("Bell Sports"), Blackburn Designs, Inc., a California corporation ("Blackburn"), and Bell Sports Corp., a Delaware corporation and the sole shareholder of Bell Sports and Blackburn (the "Parent"). (Blackburn and Bell Sports being collectively referred to as the "Constituent Corporations").

WITNESSETH:

WHEREAS, the respective Boards of Directors of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations and in the best interests of the sole shareholder of each of the Constituent Corporations that Blackburn be merged with and into Bell Sports (the "Merger").

NOW, THEREFORE, the Constituent Corporations hereby agree as follows:

ARTICLE I

THE CONSTITUENT CORPORATIONS

1.01 (a) Blackburn was incorporated under the name "Blackburn Designs, Inc." pursuant to the laws of the State of California on June 28, 1978.

(b) Blackburn is authorized to issue an aggregate of 200,000 shares of Common Stock (the "Blackburn Common Stock").

(c) As of the date hereof, an aggregate of 1,250 shares of Blackburn Common Stock were outstanding, no shares of Common Stock were held as treasury shares and no options to purchase shares of Blackburn Common Stock were outstanding.

1.02 (a) Bell Sports was incorporated under the name "Richter Motors, Inc." pursuant to the laws of the State of California on September 22, 1952.

(b) Bell Sports is authorized to issue an aggregate of 10,000 shares of capital stock (the "Bell Sports Common Stock").

(c) As of the date hereof, an aggregate of 10,000 shares of Bell Sports Common Stock were outstanding.

FILED
In the office of the Secretary of State
of the State of California

MAY 7 1993

March Fong Eu
MARCH FONG EU, Secretary of State

ARTICLE II

TERMS AND CONDITIONS OF THE MERGER

2.01 (a) The principal terms of this Merger Agreement shall be submitted to the respective shareholders of Blackburn and Bell Sports as required by the California General Corporation Law. If adopted and approved by the requisite vote of the shareholders of the Constituent Corporations, and if all of the conditions precedent to the consummation of the Merger specified in this Merger Agreement shall have been satisfied or duly waived by the party entitled to the satisfaction thereof, then, unless terminated as provided in this Merger Agreement, this Merger Agreement, along with certificates meeting the requirements of the California General Corporation Law, shall be filed with the Secretary of State of California. Upon such filing, the Merger shall become effective (the "Effective Time of the Merger").

(b) At the Effective Time of the Merger, Blackburn shall be merged with and into Bell Sports and the separate corporate existence of Blackburn shall thereupon cease. Bell Sports shall be the surviving corporation in the Merger (the "Surviving Corporation") and the separate corporate existence of Bell Sports, with all its purposes, objects, rights, privileges, powers, immunities and franchises, shall continue unaffected and unimpaired by the Merger.

2.02 (a) The Surviving Corporation shall succeed to all of the rights, privileges, powers, immunities and franchises of Blackburn, all of the properties and assets of Blackburn and all of the debts, liabilities and obligations of Blackburn with the effect set forth in the California General Corporation Law.

(b) If, at any time after the Effective Time of the Merger, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm or record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of Blackburn acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or to otherwise carry out this Merger Agreement, the officers and directors of the Surviving Corporation shall and will be authorized to execute and deliver, in the name and on behalf of the Constituent Corporations or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of the Constituent Corporations or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or to otherwise carry out this Merger Agreement.

ARTICLE III

ARTICLES OF INCORPORATION, BYLAWS, AND
DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION

3.01 The Articles of Incorporation of Bell Sports as in effect immediately prior to the Effective Time of the Merger shall be the Articles of Incorporation of the Surviving Corporation unless and until such Articles of Incorporation are amended as provided by law and such Articles of Incorporation.

3.02 The Bylaws of Bell Sports as in effect immediately prior to the Effective Time of the Merger shall be the Bylaws of the Surviving Corporation unless and until such Bylaws are amended or repealed as provided by law, the Articles of Incorporation of the Surviving Corporation and such Bylaws.

3.03 The persons serving as directors of Bell Sports immediately prior to the Effective Time of the Merger shall be the directors of the Surviving Corporation, and each such person shall serve as a director until his or her successor shall have been elected and shall qualify or until his or her earlier removal or resignation or until otherwise as provided by applicable law, the Articles of Incorporation of the Surviving Corporation and Bylaws of the Surviving Corporation.

3.04 The persons holding offices of Bell Sports immediately prior to the Effective Time of the Merger shall be the officers of the Surviving Corporation, and each such person shall serve in the respective office or offices in which such person served Bell Sports at such time, until such time as his or her successor or successors shall have been elected and shall qualify or until his or her earlier resignation or removal or until otherwise as provided by applicable law, the Articles of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

ARTICLE IV

MANNER AND BASIS OF CONVERTING SHARES
OF THE CONSTITUENT CORPORATIONS

4.01 At the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holders thereof:

(a) Each of the 1250 shares of Blackburn Common Stock which is outstanding immediately prior to the Effective Time of the Merger (constituting all of the outstanding shares of Blackburn Common Stock) held by the Parent, which is the sole shareholder of Blackburn, shall be cancelled and no longer outstanding and no new securities shall be issued in exchange for, or otherwise in respect of, such shares.

(b) Each share of Bell Sports Common Stock which is outstanding immediately prior to the Effective Time of the Merger (constituting all of the outstanding shares of Bell Sports) held by the Parent, which is the sole shareholder of Bell Sports, shall remain outstanding and from and after the Effective Time of the Merger, such shares of Bell Sports Common Stock shall be shares of common stock of the Surviving Corporation.

ARTICLE V

CONDITIONS OF CLOSING

5.01 The consummation of the Merger is subject to the approval of the principal terms of this Merger Agreement and the Merger contemplated hereby by the sole shareholder of Bell Sports and Blackburn.

ARTICLE VI

GENERAL

6.01 This Merger Agreement may be executed in one or more counterparts, each of which parts shall be deemed an original, and all of which counterparts together shall constitute one and the same instrument.

6.02 This Merger Agreement may be amended by the parties hereto at any time before or after approval of the principal terms hereof by the sole shareholder of Blackburn and Bell Sports, but, after any such approval, no amendment shall be made which would have a material adverse effect on the sole shareholder of Blackburn and Bell Sports, or change any of the principal terms of this Merger Agreement, without the further approval of such shareholder. This Merger Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

6.03 This Merger Agreement is intended to be a tax-free plan of reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended. This Merger Agreement is also intended to serve as a plan of reorganization pursuant to the California General Corporation Law.

IN WITNESS WHEREOF, the parties hereto have duly executed this Merger Agreement as of the date first written above.

BELL SPORTS, INC.
a California corporation

By: Terry G. Lee
Terry G. Lee, President and
Chief Executive Officer

ATTEST:

Howard A. Kosick
Howard A. Kosick, Secretary

BLACKBURN DESIGNS, INC.
a California corporation

By: Kenneth L. Coleman
Kenneth L. Coleman, President

ATTEST:

Howard A. Kosick
Howard A. Kosick, Secretary

BELL SPORTS CORPORATION
a Delaware corporation

By: Terry G. Lee
Terry G. Lee, President and
Chief Executive Officer

ATTEST:

Howard A. Kosick
Howard A. Kosick, Secretary

BLACKBURN DESIGNS, INC.
a California corporation

CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER

Kenneth L. Coleman and Howard A. Kosick certify that:

1. They are the President and Secretary respectively, of Blackburn Designs, Inc., a California corporation (the "Corporation").

2. The Agreement and Plan of Merger to which this Certificate is attached was duly approved by the Board of Directors of the Corporation.

3. The Corporation has only one class of shares and the total number of outstanding shares is One Thousand Two Hundred Fifty (1,250) shares of Common Stock. The principal terms of the Agreement and Plan of Merger were approved by the written consent of a number of shares which exceeded the vote required. The percentage vote required is more than 50% of the outstanding shares and 100% of the outstanding shares approved the principal terms of the Agreement and Plan of Merger.

We further declare under penalty of perjury that the matters set forth in this Certificate are true and correct of our own knowledge.

Executed in Rantoul, Illinois

Dated: April 28, 1993


Kenneth L. Coleman, President


Howard A. Kosick, Secretary

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BELL SPORTS, INC.
a California corporation

CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER

Terry G. Lee and Howard A. Kosick certify that:

1. They are the President and Secretary respectively, of Bell Sports, Inc., a California corporation (the "Corporation").

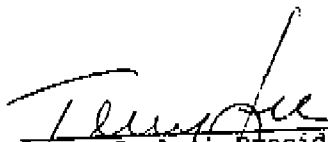
2. The Agreement and Plan of Merger to which this Certificate is attached was duly approved by the Board of Directors of the Corporation.

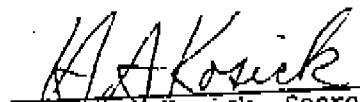
3. The Corporation has only one class of shares and the total number of outstanding shares is Ten Thousand (10,000) shares of Common Stock. The principal terms of the Agreement and Plan of Merger were approved by the written consent of a number of shares which exceeded the vote required. The percentage vote required is more than 50% of the outstanding shares and 100% of the outstanding shares approved the principal terms of the Agreement and Plan of Merger.

We further declare under penalty of perjury that the matters set forth in this Certificate are true and correct of our own knowledge.

Executed in Rantoul, Illinois

Dated: April 28, 1993


Terry G. Lee, President


Howard A. Kosick, Secretary

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Blackburn
Patent No.: D346,996
Issued: May 17, 1994
For: BOTTLE CAGE FOR BICYCLES

CERTIFICATE OF FACSIMILE TRANSMISSION

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

I hereby certify that the following papers are being facsimile transmitted to the U.S. Patent and Trademark Office on the date shown below.

Recordation Form Cover Sheet – in duplicate
Agreement and Plan of Merger

July 11, 2006
Date

Shcila Gray
(Printed Name of Person Faxing Corresp.)

Gray
(Signature of Person Faxing Corresp.)