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DATION 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)

Benno Baenziger

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) April 12, 2007

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: Electra Bicycle Company, LLC

Internal Address:

Street Address: 2262 Rutherford Rd. # 104

City: Carlsbad

State: California

Country: USA Zip: 92008

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

4. Application or patent number(s):

A. Patent Application No.(s)

10/962,910

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Rutan & Tucker, LLP

Internal Address: Hani Z. Sayed

Street Address: 611 Anton Boulevard, 14th floor

City: Costa Mesa

State: CA Zip: 92626

Phone Number: (714) 338-1469

Fax Number: (714) 338-546-9035

Email Address: sbarricella@rutan.com

6. Total number of applications and patents involved:

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number 502191

Authorized User Name Susan Barricella

9. Signature:

Signature

Date

Hani Z. Sayed, Reg. No. 52,544

Name of Person Signing

Total number of pages including cover
sheet, attachments, and documents

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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ASSIGNMENT OF PATENTS

APR 25 2007

THIS ASSIGNMENT OF PATENTS (this "Assignment") is made as of April 12, 2007, by and between BENNO BAENZIGER, an individual ("Inventor"), and ELECTRA BICYCLE COMPANY, LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Inventor has invented certain new and useful improvements and/or inventions, for which the United States patent application listed on Exhibit A has been filed (the "Invention").

B. Inventor has agreed in the Asset Purchase Agreement dated as of April 12, 2007 (the "Purchase Agreement") among Electra Bicycle Company, Inc., a California corporation, Benno Baenziger, Jean-Francois Erforth, EBC Acquisition Holding, LLC, a Delaware limited liability company, and Assignee, to sell, assign, transfer, convey and deliver to Assignee all its right, title and interest in, to and under the Invention.

C. Assignee is desirous of acquiring the entire right, title and interest in and to the Invention, and in and to all embodiments of the Invention, heretofore conceived, made or discovered by Inventor, and in and to any and all patents, Inventor's certificates and other forms of protection thereon granted in the United States and foreign countries.

D. Terms used herein but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of good and valuable consideration, including, but not limited to, compensation received as an employee of the Assignee, acknowledged by Inventor to have been received in full from Assignee:

1. Assignment. Inventor does hereby sell, assign, transfer and convey unto Assignee the entire right, title and interest (a) in and to the Invention; (b) in and to all rights to apply for United States and foreign patents on the Invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on the Invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extension of any of said patents, together with all rights to sue and collect damages for past, present, or future infringement or other conflict with such Invention and to collect all products and proceeds from such Invention.

2. Further Assurances. Inventor hereby covenants and agrees to cooperate with Assignee to enable Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries in and to the Invention. Such cooperation by Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of affidavits, petitions, oaths, specifications, declarations or other papers, and other

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assistance all to the extent deemed necessary or desirable by Assignee (a) for perfecting in Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving the Invention; and (f) for legal proceedings involving the Invention and any applications therefor and any patents granted thereon, including without limitation, reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by Inventor in providing such cooperation shall be paid for by Assignee.

3. Binding Effect; Benefit. The terms and covenants of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Inventor, his heirs, legal representatives and assigns.

4. Representations and Warranties. Inventor hereby warrants and represents that he has all rights and authority necessary to enter into this Assignment, has not granted any right, title or interest in or to the Invention to any third party, and has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Severability. The invalidity of any provision of this Assignment or portion of a provision shall not affect the validity of any other provision of this Assignment or the remaining portion of the applicable provision, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

6. Applicable Law. This Assignment shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of California applicable to contracts made in that State.

7. Amendments. This Assignment shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties.

8. Notices. All notices hereunder shall be given as set forth in the Purchase Agreement.

9. Headings. The headings contained in this Assignment are for reference purposes only and shall not limit or otherwise affect the meaning or interpretation of this Assignment.

10. Purchase Agreement Provisions. This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits and subject to the provisions thereof.

IN WITNESS WHEREOF, Inventor has executed and delivered this instrument to Assignee as of the date first written above.

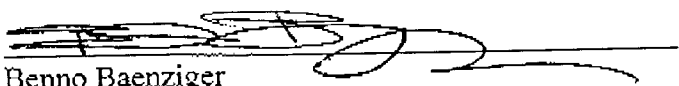

Benno Baenziger

EXHIBIT A**PATENTS**

Country	Patent Application #	Inventor	Title	Date
United States	10/962,910	Benno Baenziger	Easy Riding Bicycle	10/12/04
International	PCT/US/2004/33805	Benno Baenziger	Easy Riding Bicycle	10/12/04

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RECORDED: 04/25/2007

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