

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
The CIT Group/Business Credit, Inc.	02/01/2008
RECEIVING PARTY DATA	
Name:	Moto Assets Acquisition Corp.
Street Address:	16 Trowbridge Drive
City:	Bethel
State/Country:	CONNECTICUT
Postal Code:	06801
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6142123
Application Number:	09073925
Application Number:	09785419
CORRESPONDENCE DATA	
Fax Number:	(860)278-3802
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	8607256226
Email:	slombard@tylercooper.com
Correspondent Name:	Sarah M. Lombard, Esq.
Address Line 1:	185 Asylum Street, 35th Floor
Address Line 2:	Tyler Cooper & Alcorn, LLP
Address Line 4:	Hartford, CONNECTICUT 06103
NAME OF SUBMITTER:	Sarah M. Lombard
Total Attachments: 4 source=motopatentrelease#page1.tif source=motopatentrelease#page2.tif source=motopatentrelease#page3.tif	

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PATENT
REEL: 020497 FRAME: 0866

**TERMINATION, RELEASE AND REASSIGNMENT OF
SECURITY INTEREST IN PATENTS**

This Termination, Release and Reassignment Agreement (this "Agreement") is dated as of February 4, 2008, and is executed by The CIT Group/Business Credit, Inc. ("Secured Party"), in favor of Moto Assets Acquisition Corp. ("Moto").

WHEREAS, Cannondale Bicycle Corporation, f/k/a Bicycle Business Acquisition Corp. ("Cannondale") and Sugoi Performance Apparel Limited Partnership (each a "Borrower" and together the "Borrowers"), Sugoi Performance Apparel Ltd., the financial institutions from time to time parties thereto as lenders (collectively, the "Lenders") and Secured Party as agent for the Lenders entered into that certain Amended and Restated Financing Agreement, dated as of December 30, 2005 (as amended, supplemented, restated or otherwise modified from time to time, the "Financing Agreement"), pursuant to which Secured Party and certain of the Lenders extended credit to Cannondale and to which Moto was a Guarantor; and

WHEREAS, in connection with the Financing Agreement, Moto and Secured Party entered into (i) that certain Patent Security Agreement, dated as of May 2, 2003, and (ii) that certain Assignment for Security (Patents) executed by Moto in favor of Secured Party, dated as of May 5, 2003, recorded with the United States Patent and Trademark Office on July 7, 2003 at Reel/Frame No.: 014227/0666, pursuant to which Moto granted a security interest in the patents set forth on Attachment A (the "Patent Collateral"); and

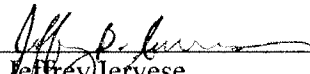
WHEREAS, Moto has requested that Secured Party terminate, release and reassign its security interest in the Patent Collateral in connection with the termination of the Financing Agreement and the related agreements, documents and instruments, and the payment and satisfaction in full of all obligations thereunder, pursuant to that certain Termination, Release and Indemnification Agreement, dated as of the date hereof, by and among Cannondale, Moto, Secured Party and other parties thereto.

NOW, THEREFORE, Secured Party hereby confirms that it fully and irrevocably terminates its security interest and releases the security interest recorded at Reel/Frame No.: 014227/0666 held by Secured Party.

(Signature Page Follows)

IN WITNESS WHEREOF, Secured Party has executed this Agreement as of the day and year first above written.

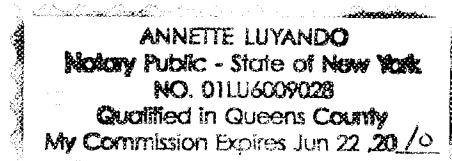
THE CIT GROUP/BUSINESS CREDIT, INC.,
as Secured Party

By: 
Name: Jeffrey Iervese
Title: Assistant Vice President

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 1 day of February 2008, before me, a duly authorized notary in and for the above county and state, appeared Jeffrey Iervese, on behalf of The CIT Group/Business Credit, Inc., known to me to be the individual who executed the above Agreement.


Notary Public



Signature Page to Termination, Release and Reassignment Agreement

ATTACHMENT A

[See Attached]

Annex to Termination, Release and Reassignment Agreement

**MOTO ASSETS ACQUISITION CORP.
INTELLECTUAL PROPERTY**

U.S. PATENTS

Inventor	Title	Serial No.	File Date	Patent No.	Issue Date
Galasso et al.	Motorcycle	09/249,000	12 Feb 1999	6,142,123	7 Nov 2000

U.S. PATENT APPLICATIONS

Inventor	Title	Serial/Pub. App. No.	File Date/Pub. Date
Galasso et al.	Motorcycle	09/073,925	7 May 1998
Bria et al.	Off-Road Vehicle	09/785,419/20010027890	20 Feb 2001/11 Oct 2001

FOREIGN PATENTS

Inventor	Title	Country	Serial No.	File Date	Pub./Pat. No.	Pub./Issue Date
Galasso, et al.	Motorcycle Engine	Australia	2000/27088	14 Dec 1999	AU0027088	3 July 2000
Galasso, et at.	Motorcycle Engine	PCT	PCT/US99/29602	14 Dec 1999	WO0035743	22 June 2000

FOREIGN PATENT APPLICATIONS

None.