

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Trek Bicycle Corporation	09/28/2010

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent for the Lenders and for the Holders of the Notes
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 12

Property Type	Number
Application Number:	12420881
Application Number:	12484595
Application Number:	12499958
Application Number:	61233648
Application Number:	29344418
Application Number:	12652830
Application Number:	61313536
Application Number:	12719114
Application Number:	12704292
Application Number:	12756531
Application Number:	61361004
Application Number:	12854377

CORRESPONDENCE DATA

Fax Number: (214)981-3400

501309697

PATENT
REEL: 025085 FRAME: 0521

CH \$480.00 12420881

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-36770
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NAME OF SUBMITTER:	Dusan Clark
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Total Attachments: 4

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CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of September 28, 2010 by and from TREK BICYCLE CORPORATION, a Wisconsin corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A. ("JPMorgan"), as collateral agent for the Lenders (as defined in the Credit Agreement referred to below) and for the holders of the Notes (as defined in the Note Purchase Agreement referred to below) (in such capacity, the "Grantee").

WHEREAS, the Grantor, as US Borrower, TREK BICYCLE CORPORATION LIMITED, as UK Borrower, BIKEEUROPE B.V., as Dutch Borrower, the Lenders and JPMorgan, as administrative Agent (in such capacity, the "Administrative Agent") have entered into an Amended and Restated Credit Agreement dated as of September 28, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS the Grantor, pursuant to the Third Amended and Restated Note Purchase Agreement, dated as of September 28, 2010, to which the Grantor and the holders of the Notes (the "Noteholders" and together with the Administrative Agent and the Lenders, the "Creditors") are subject (as may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), has issued certain Notes to the Noteholders (as the same may be amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, certain Subsidiaries of the Grantor (the "Subsidiary Guarantors") may from time to time guarantee the repayment of the Obligations pursuant to one or more guaranties (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

WHEREAS, the Grantor and certain Subsidiaries of the Grantor have entered into a Amended and Restated Pledge and Security Agreement dated as of September 28, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the patents and applications for patents listed on Exhibit A attached hereto (the "Patents"), which Patents are registered or pending with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Creditors. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Senior Indebtedness Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty, if any. Upon the payment in full of all Obligations (other than Unliquidated Obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Patents acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Patents, whether now owned or hereafter acquired by the Grantor, together with (2) all proceeds of the Patents, and (3) all causes of action arising prior to or after the date hereof for infringement of the Patents or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

TREK BICYCLE CORPORATION

By: _____
Name: _____
Title: _____

STATE OF _____)
_____ COUNTY)

On September ____, 2010, before me, _____, Notary Public, personally appeared _____, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

(SEAL)

Notary Public, State of _____

My Commission Expires: _____

Exhibit A

Patents

Name	Status	Patent #/Pub. #	Country
Fork Assembly w/ Asymmetric Steer Tube	Pending application	12/420,881	US
Bicycle Shock Assemblies w/ Plunger Operated Valve Arrangement (DRCV Fork; Fox)	Pending application	12/484,595	US
Bicycle Frame Having a Multiple Step & Lap Joint (Madone Joint)	Pending application	12/499,958	US
Bicycle Hub Locking Mechanism and Parking System	Pending application	61/233,648	US
Tricycle Design	Pending application	29/344,418	US
Suspension Seatpost	Pending application	12/652,830	US
Bicycle Handlebar & Grip Assembly	Pending application	61/313,536	US
Bicycle Derailleur System (ABP; continuation of concentric pivot)	Pending application	12/719,114	US
Bicycle Air Shock Assemblies w/Tunable Suspension Performance (Hybrid Air-Spring Suspension Fork)	Pending application	12/704,292	US
Bicycle Wheel Quick Release Assembly	Pending application	12/756,531	US
Bicycle Aero Handlebar Assembly (speed concept handlebar)	Pending application	61/361,004	US
Adjustable Bicycle Fender Assembly (NCS-1 Fender Strut System)	Pending application	12/854,377	US

PATENT

RECORDED: 10/04/2010

REEL: 025085 FRAME: 0526