

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Trek Bicycle Corporation	09/29/2011

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: 29

Property Type	Number
Application Number:	61526927
Application Number:	13211085
Application Number:	29399584
Application Number:	13210958
Application Number:	13197203
Application Number:	13178866
Application Number:	13175310
Application Number:	61497593
Application Number:	13104183
Application Number:	13044643
Application Number:	12985166
Application Number:	29382610
Application Number:	61430011
Application Number:	12982514

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Application Number:	29382243
Application Number:	12963264
Application Number:	12901893
Application Number:	12879571
Patent Number:	7950681
Patent Number:	7918474
Patent Number:	7909346
Patent Number:	D627266
Application Number:	12484595
Application Number:	12499958
Application Number:	12652830
Application Number:	12719114
Application Number:	12704292
Application Number:	12756531
Application Number:	12854377

CORRESPONDENCE DATA

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Correspondent Name: Dusan Clark, Esq.

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Address Line 2: 717 N. Harwood St., Suite 3400

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: 5

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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 29, 2011 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 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 institutions from time to time party thereto as lenders (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 the same has been amended by Amendment No. 1 to Amended and Restated Credit Agreement, dated as of February 15, 2011, among the Grantor, Trek Bicycle Corporation Limited, Bikeurope B.V., the Lenders and the Administrative Agent and by Amendment No. 2 to Amended and Restated Credit Agreement, dated as of September 29, 2011, among the Grantor, Trek Bicycle Corporation Limited, Bikeurope B.V., the Lenders and the Administrative Agent and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS the Grantor, pursuant to the Fourth Amended and Restated Note Purchase Agreement, dated as of September 29, 2011, 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, collectively, the "Guaranty").

WHEREAS, the Grantor, certain Subsidiaries of the Grantor and the Grantee have entered into the Amended and Restated Pledge and Security Agreement dated as of September 28, 2010 (as the same has been amended by Amendment No. 1 to Amended and Restated Pledge and Security Agreement dated as of September 29, 2011, among the Grantor, certain Subsidiaries of the Grantor and the Grantee and as the same may be further 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.

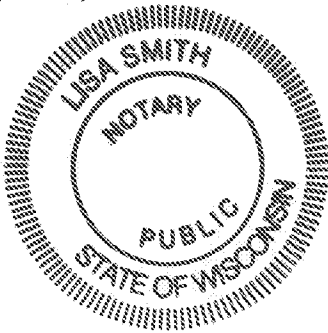
TREK BICYCLE CORPORATION

By: Joseph R. Sieffkes
Name: Joseph R. Sieffkes
Title: CEO

STATE OF WI)
Jefferson COUNTY)

On September 26, 2011, before me, Lisa Smith, Notary Public, personally appeared, Joseph R. Sieffkes 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)



Lisa Smith

Notary Public, State
of WI

My Commission
Expires: 7-16-14

Exhibit A

Patents

TITLE	COUNTRY	APPL DATE	APPL NO.	PUBLICATION NO.	Patent No.
Hands-Free, On-The-Fly Height Adjustable Seat Post for a Bicycle (Auto Drop Seat Post)	US	8/24/2011	61/526,927		
Lighted Bicycle Wheel Hub Assembly (Integrated Hub Light)	US	8/16/2011	13/211,085		
Anti-Pinch Apparel Closure (Helmet no-pinch buckle)	US	8/16/2011	29/399,584		
Anti-Pinch Apparel Closure (Helmet no-pinch buckle)	US	8/16/2011	13/210,958		
Bicycle Wheel Quick Release Assembly with Clockable handle	US	8/3/2011	13/197,203		
Bicycle Frame Assembly w/Integral Fastener Passage (Zip Tie Brake Cable Mount - Flush Cable Tie)	US	7/8/2011	13/178,866		
Bicycle Aero Handlebar Assembly (speed concept handlebar)	US	7/1/2011	13/175,310		
Bicycle Shock Assemblies ACTIVE CLIMB (DRCV Shock; Fox)	US	6/16/2011	61/497,593		
Adjustable Nose Width Bicycle Seat Assembly (Triathlon)	US	5/10/2011	13/104,183		
Bicycle Handlebar & Grip Assembly (Isozone)	US	3/10/2011	13/044,643		
Bicycle Power Train Cogs (Debris Venting Cogs for Belt Drive Powertrain)	US	1/5/2011	12/985,166		
Bicycle Power Train Cogs (Debris Venting Cogs for Belt Drive Powertrain)	US	1/5/2011	29/382,610		
Bicycle Frame w/Passive Pivot Seat Tube	US	1/5/2011	61/430,011		
Adjustable and Vented Apparel Closure Assembly (Oracle Helmet Fit System)	US	12/30/2010	12/982,514		
Closure Assembly (Oracle Helmet Fit System)	US	12/30/2010	29/382,243		
Fork Assembly w/ Asymmetric Steer Tube	US	12/8/2010	12/963,264		
Bicycle Rear Wheel Suspension System (ABP; concentric pivot)	US	10/11/2010	12/901,893	US-2011 0025015-A1	
Aerodynamic (Triathlon) Bicycle Seat Pack Assembly	US	9/10/2010	12/879,571		
Bicycle Steerer Assembly Having Captured Fork Legs	US	10/28/2009	12/607,478	US 2011 0095506 A1	7,950,681
Bicycle Dropout Assembly	US	2/20/2009	12/389,536	US-2010-	7,918,474

TITLE	COUNTRY	APPL DATE	APPL NO.	PUBLICATION NO.	Patent No.
(Eccentric Rear Dropout)				0213685-A1	
Fork Assembly w/ Asymmetric Steer Tube	US	4/9/2009	12/420,881	US-2010-0259028-A1	7,909,346
Tricycle Design	US	9/29/2009	29/344,418		D627,266
Bicycle Shock Assemblies w/ Plunger Operated Valve Arrangement (DRCV Fork; Fox)	US		12/484,595		
Bicycle Frame Having a Multiple Step & Lap Joint (Madone Joint)	US		12/499,958		
Suspension Seatpost	US		12/652,830		
Bicycle Derailleur System (ABP; continuation of concentric pivot)	US		12/719,114		
Bicycle Air Shock Assemblies w/Tunable Suspension Performance (Hybrid Air-Spring Suspension Fork)	US		12/704,292		
Bicycle Wheel Quick Release Assembly	US		12/756,531		
Adjustable Bicycle Fender Assembly (NCS-1 Fender Strut System)	US		12/854,377		