

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2921618

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
EASTON SPORTS, INC.		06/10/2014
RECEIVING PARTY DATA		
Name:	BELL SPORTS, INC.	
Street Address:	5550 SCOTTS VALLEY DRIVE	
City:	SCOTTS VALLEY	
State/Country:	CALIFORNIA	
Postal Code:	95066	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Patent Number:	7131350	
Patent Number:	7077029	
Patent Number:	6896787	
Patent Number:	D438147	
Patent Number:	6176640	
Patent Number:	6923734	
CORRESPONDENCE DATA		
Fax Number:	(617)235-9993	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	617-951-7196	
Email:	ronald.duvernay@ropesgray.com	
Correspondent Name:	NATHANIEL K. KURTIS	
Address Line 1:	PRUDENTIAL TOWER, 800 BOYLSTON STREET	
Address Line 2:	ROPES & GRAY LLP	
Address Line 4:	BOSTON, MASSACHUSETTS 02199-3600	
ATTORNEY DOCKET NUMBER:	FPIB-154-006	
NAME OF SUBMITTER:	NATHANIEL K. KURTIS	
SIGNATURE:	/n kurtis/	
DATE SIGNED:	07/01/2014	
Total Attachments: 5		

PATENT

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Assignment") effective as of June 10th 2014, is made by Easton Sports, Inc., a California corporation ("ESI") in favor of Bell Sports, Inc., a California corporation ("BSI").

RECITALS

- A. Easton Sports Asia, Inc. a Nevada corporation ("ESA"), along with BSI and BRG Sports, Inc., a Delaware corporation formerly known as Easton-Bell Sports, Inc. ("BRG"); entered into an Asset Purchase Agreement dated April 18, 2014 (the "Asset Purchase") with 0999324 BC Ltd., a British Columbia company, for the purchase and sale of certain assets and liabilities of the Easton cycling enterprise (the "Easton Cycling Transaction") operated by BSI, BRG, and ESA.
- B. A consolidation of intellectual property assets and interests is desired to facilitate the timely closing of the Easton Cycling Transaction.
- C. ESI is the sole owner of all right, title, and interest in the registered trademarks set forth in Exhibit A (the "Trademarks") and the granted patents set forth in Exhibit B (the "Patents").

ASSIGNMENT

NOW, THEREFORE, in consideration of the sum total of one US dollar (\$1.00 USD), the receipt and sufficiency whereof is acknowledged, and other good and valuable consideration, the respective parties undertake the following assignments and transfers:

- 1. ESI, by these presents does hereby sell, convey, assign and transfer unto BSI its entire right, title and interest in and to (a) the Trademarks, (b) the goodwill of the business symbolized by and associated with the Trademarks, (c) all applications and registrations for the Trademarks and (d) all rights to proceeds of the foregoing, including, without limitation, any claim by ESI against third parties for past, present or future infringement of the Trademarks; the same to be held and enjoyed by BSI for its own use and benefit, and for BSI's legal representatives, licensees, and assigns, to the full end of the term for which said Trademarks are granted, as fully and entirely as the same would have been held by ESI had this assignment, transfer and sale not been made.
- 2. ESI, by these presents does hereby sell, convey, assign and transfer unto BSI its entire right, title and interest in and to (a) the Patents, (b) the inventions as described and claimed in the Patents, (c) any and all patents issuing based on the Patents, (d) any and all continuations, continuations-in-part, divisionals, re-issuances, substitutions, extensions, reexaminations and renewals of the Patents, (e) any and all priority rights derived from the Patents and (f) any and all rights, privileges and proceeds under the Patents, including, without limitation, any claim against third parties for past, present or future

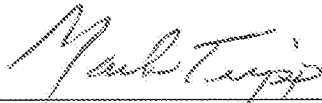
infringement of the Patent and any and all patents issuing based on the Patents; the same to be held and enjoyed by BSI for its own use and benefit, and for BSI's legal representatives, licensees, and assigns, to the full end of the term for which said Patents are granted, as fully and entirely as the same would have been held by ESI had this assignment, transfer and sale not been made. ESI hereby authorizes and requests any official whose duty it is to issue patents to issue each and every patent to be granted for the inventions described and claimed in the foregoing, and each and every reissue, substitution or prolongation of such patents, to BSI, its successors and assigns.

3. At BSI's reasonable request and at BSI's sole cost and expense, ESI shall, and shall cause its affiliates to, take all further actions and execute any additional agreements and instruments as may be necessary to effect the assignment contemplated hereby and to perfect BSI's title in and to the Trademarks and Patents.
4. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, but shall not run to the benefit of or be enforceable by any other person. This Assignment shall be interpreted under, and any disputes arising out of this Assignment shall be governed by, the laws of the State of California, USA, without reference to its conflicts of law principles.

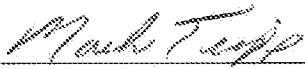
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

EASTON SPORTS, INC.

By 
Mark Tripp, CFO

BELL SPORTS, INC.

By 
Mark Tripp, CFO

ACKNOWLEDGMENT

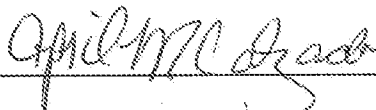
State of California
County of Los Angeles

On June 10, 2014 before me, April M. Calzada Notary Public
(insert name and title of the officer)

personally appeared Mark Tripp
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

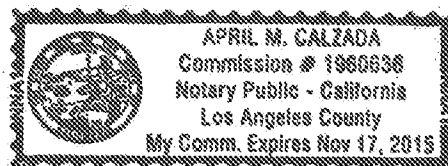


EXHIBIT A
TRADEMARKS

No.	COUNTRY	REG NO	MARK	CLASSES	M DUE	APPL NO
1	AUSTRALIA	1032087	VELOMAX	12	2014/11/26	1032087
2	CHINA (PRC)	4391323	VELOMAX	12	2017/06/13	4391323
3	ECTM	4139929	VELOMAX	12	2014/11/24	4139929
4	JAPAN	4878632	VELOMAX	12	2015/07/08	2004107976
5	MEXICO	867261	VELOMAX	12	2014/12/14	692864
6	SINGAPORE	T04/20485C	VELOMAX	12	2014/11/25	T04/20485C
7	TAIWAN	1183636	VELOMAX	12	2015/11/30	093056169
8	USA	3448759	TAPERWALL	6	2014/06/17A	77/303039
9	USA	3508546	TAPERWALL	6	2014/09/30A	77/423789

EXHIBIT B

PATENTS

No.	COUNTRY	APPL NO	FILED	PATENT NO	GRANTED	MF DUE	TITLE
1	CHINA	03159888	2003/09/26	ZL03159888.9	2008/02/06	2014/09/26	CYCLE HANDLEBARS AND ATTACHMENTS WITH ADJUSTABLE FOREARM PADS
2	CHINA	01101689	2001/01/22	ZL01101689.2	2005/08/10	2015/01/22	CONNECTION OF TUBULAR COMPOSITE STRUCTURAL PARTS HAVING CLAMP AREA CONFIGURATION TO PREVENT CRACKING UNDER CLAMPING STRESS
3	FRANCE	0100093	2001/01/04	0100093	2003/03/21	2015/01/04	TUBULAR COMPOSITE STRUCTURAL PARTS HAVING CLAMP AREA CONFIGURATION TO PREVENT CRACKING
4	GERMANY	10102707	2001/01/22	10102707	2013/11/28	2015/01/22	CONNECTION OF TUBULAR COMPOSITE STRUCTURAL PARTS HAVING CLAMP AREA CONFIGURATION TO PREVENT CRACKING UNDER CLAMPING STRESS
5	ITALY	RM2001A000027	2001/01/22	1323124	2004/09/06	2015/01/22	CONNECTION OF TUBULAR COMPOSITE STRUCTURAL PARTS HAVING CLAMP AREA CONFIGURATION TO PREVENT CRACKING UNDER CLAMPING STRESS
6	TAIWAN	90101636	2001/01/29	NI 190464	2003/11/21	2014/11/20	CONNECTION OF TUBULAR COMPOSITE STRUCTURAL PARTS HAVING CLAMP AREA CONFIGURATION TO PREVENT CRACKING UNDER CLAMPING STRESS
7	TAIWAN	092126635	2003/09/26	I283214	2007/07/01	2014/06/30	CYCLE HANDLEBARS AND ATTACHMENTS WITH ADJUSTABLE FOREARM PADS
8	UNITED KINGDOM	0100419	2001/01/08	2370868	2003/12/31	2015/01/08	CONNECTION OF TUBULAR COMPOSITE STRUCTURAL PARTS HAVING CLAMP AREA CONFIGURATION TO PREVENT CRACKING UNDER CLAMPING STRESS
9	USA	10/400129	2003/03/25	7131350	2006/11/07	2018/05/07	BICYCLE STEM WITH STRESS REDUCING HANDLEBAR CLAMP
10	USA	10/256690	2002/09/27	7077029	2006/07/18	2018/01/18	CYCLE HANDLEBARS AND ATTACHMENTS WITH ADJUSTABLE FOREARM PADS
11	USA	10/243892	2002/09/13	6896787	2005/05/24	2016/11/24	METAL ARTICLES WITH SMOOTH SURFACE HAVING DURABLE VISIBLE MARKING AND METHOD OF MANUFACTURE
12	USA	29/122498	2000/04/27	DES 438147	2001/02/27	EXPIRES 2015	BICYCLE STEERING BOOM
13	USA	09/353523	1999/07/14	6176640	2001/01/23	ALL PAID	TUBULAR COMPOSITE STRUCTURAL PARTS HAVING CLAMP AREA CONFIGURATION TO PREVENT CRACKING UNDER CLAMPING STRESS
14	USA	10/423,169	4/25/2003	6923734	8/2/2005	8/2/2016	GOLF CLUB HEAD WITH PORTS AND WEIGHTED RODS FOR ADJUSTING WEIGHT AND CENTER OF GRAVITY