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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



Tab settings

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To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

Keybank National Association
127 Public Square
Cleveland, OH 44114
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other

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

2. Name and address of receiving party(ies)

Name: Washington Inventory Service
Internal Address: _____
Street Address: 9265 Skyway Blvd. Suite 100
City: San Diego State: CA ZIP: 92123
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State California
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Partial Release

Execution Date: October 26, 2000

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Attached

B. Trademark Registration No.(s)

See Attached

Additional numbers attached? Yes No

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

Name: Patricia Del Rio
Clifford Chance Rogers & Wells LLP

Internal Address: _____

Street Address: _____

200 Park Avenue
City: New York State: NY ZIP: 10166

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

Enclosed

Authorized to be charged to deposit account

B. Deposit account number:

11-09-2000

U.S. Patent & TMOs/TM Mail Rpt. Dt. #40

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

PAIGE E. ENNIS
Name of Person Signing

Paige E. Ennis
Signature

11/7/00
Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002189 FRAME: 0552

As of January 12, 2000

INTELLECTUAL PROPERTY: TRADEMARKS				
WASHINGTON INVENTORY SERVICE				
MARK	COUNTRY REG./SER. NO.	GOODS	STATUS	REG./FILING DATE
WIS (AND DESIGN)	US 1,828,535	Inventory Services	Registered	3/29/94
WIS (AND DESIGN)	US	Inventory Services	To be filed	
WIS (AND DESIGN)	US	Inventory Services	To be filed	
WIS	US	Inventory Services	To be filed	
IA INVENTORY AUDITORS INC. (AND DESIGN)	US	Inventory Services	To be filed	

Note: Please see the Huffy Brands Company portion of this schedule for additional marks as the Washington Inventory Service has been licensed to use several marks owned by Huffy Brands Company.

Received: 1/26/00 8:42AM
 FROM: THS, LLP
 JAN-26 09:46

**PARTIAL RELEASE OF TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

WHEREAS, KEYBANK NATIONAL ASSOCIATION, an Illinois corporation having a place of business at 127 Public Square, Cleveland, Ohio, 44114 ("Secured Party") holds a security interest in certain intellectual property assets of WASHINGTON INVENTORY SERVICE, a California corporation, with its principal office and place of business at 9265 Sky Park Court, Suite 100, San Diego, California, 92123 ("Borrower"), pursuant to a Trademark Collateral Assignment and Security Agreement between Secured Party and Borrower, Huffey Corporation, Royce Union Bicycle Company, American Sports Design Company, Huffey Service First, Inc. and Huffey Brands Company, as debtors, dated January 26, 2000 ("Security Agreement"), and recorded with the U.S. Patent and Trademark Office on February 1, 2000, at Reel 002025/Frame 0247;

NOW, THEREFORE, in consideration of Borrower having fully satisfied its obligations under the Security Agreement, Secured Party hereby releases, transfers and assigns unto Borrower, its successors and assigns, the entire right, title interest in any and all of Borrower's assets, both tangible and intangible, as set forth in the Security Agreement, including, without limitation: those trademark registrations and trademark applications of Borrower listed on Exhibit A of said Security Agreement that are listed on Attachment 1 attached hereto and made a part hereof.

IN WITNESS WHEREOF, Secured Party, by its duly authorized officer, has executed this Release on this 26th day of October, 2000.

KEYBANK NATIONAL ASSOCIATION

By: Arthur E. Cutler

Name: Arthur E. Cutler

Title: Sr. Vice President

State of Ohio)

) ss:

County of Cuyahoga)

On this 26th day of October, 2000, before me, a Notary Public in and for the above County and State, personally appeared the above named Arthur E. Cutler, personally known to me, and acknowledged the execution of the foregoing assignment as a free act and deed for the purpose set forth herein.

Lynn S. Decker
Notary Public

LYNN S. DECKER, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

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