

12-15-2000



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TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached

Submission Type

Conveyance Type

New

Assignment

License

Resubmission (Non-Recordation)

Security Agreement

Nunc Pro Tunc Assignment

Document ID #

Merger

Effective Date
Month Day Year

Correction of PTO Error
Reel # Frame #

Change of Name

Corrective Document
Reel # Frame #

Other

Conveying Party

Mark if additional names of conveying parties attached

Effective

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment).

FOR OFFICE USE ONLY

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

12/13/2000 6TON11 00000182 74975133
8864795.1 112100 1309C 00616211
01 FC:481 40.00 00
02 FC:482 425.00 00

TRADEMARK
REEL: 2194 FRAME: 0832

Domestic Representatives Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="74/975133"/>	<input type="text" value="75/187030"/>	<input type="text" value="74/719970"/>	<input type="text" value="1621763"/>	<input type="text" value="2068092"/>	<input type="text" value="2094056"/>
<input type="text" value="75/192467"/>	<input type="text" value="75/192596"/>	<input type="text" value="75/192302"/>	<input type="text" value="2056661"/>	<input type="text" value="2044567"/>	<input type="text" value="1998080"/>
<input type="text" value="75/900101"/>	<input type="text" value="78/000220"/>	<input type="text" value="78/018656"/>	<input type="text" value="2104554"/>	<input type="text" value="2105460"/>	<input type="text" value="2177008"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method Enclosed Deposit Account

Deposit

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional Yes No

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. Charges to deposit account are authorized, as indicated herein.

Susan Reinecke



11-21-2000

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 5, 2000, is by SRAM CORPORATION, an Illinois corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as agent of the Lenders referred to below (the "Agent").

W I T N E S S E T H:

WHEREAS, the Grantor and several of its subsidiaries have entered into a Credit Agreement, dated as of October 5, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the several financial institutions from time to time party thereto and the Agent;

WHEREAS, the Grantor has also executed a U.S. Security Agreement, dated as of October 5, 2000 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Agent; and

WHEREAS, the obligations of the Grantor under the Credit Agreement are to be secured pursuant to this Agreement and the Security Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided in the Security Agreement.

2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby collaterally assigns to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders a continuing security interest in, Grantor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Trademark Collateral"): trademarks, service marks, business names, designs, logos, indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world (including without limitation the registrations and applications listed on Schedule I hereto); books, records,

writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; and all common law and other rights throughout the world in and to all of the foregoing.

3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of the security interest granted to the Agent under the U.S. Security Agreement. The U.S. Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest. Upon the payment in full of all Liabilities and the termination of all commitments of the Lenders under the Credit Agreement, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth therein.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered by its officer thereunder duly authorized as of the day and year first above written.

SRAM CORPORATION

BY: Michael R. Hen
Its: VP of Finance and Administration

to

Trademark Security Agreement

TRADEMARKS

REGISTERED TRADEMARKS AND SERVICE MARKS

MARK	TITLE	CO. NAME HELD IN	REGISTRATION NO.	REG. / FIL. DATE
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PENDING TRADEMARKS AND SERVICE MARK APPLICATIONS

1042335 00616211

SRAM HQ Trademarks (Active only)

SRAM Ref. No.	Trademark	Filed	Application No.	Status	Reg. No.	Reg. Date
IP 035.3	Grip Shift TM - US	05/16/1995	74/975,153	Pending		
IP 035.3(Sup)	Grip Shift TM - US 1,621,763	12/22/1988	73/770,941	Issued	1,621,763	11/06/1990
IP 035.4(BR)	Grip Shift TM - Brazil	08/03/1995	816652551	Pending		
IP 035.4(CA)	Grip Shift TM - Canada	08/14/1995	730130	Pending		
IP 035.4(CL)	Grip Shift TM - Chile	10/15/1996	357993	Pending		
IP 035.4(DE)	Grip Shift TM - Germany	07/03/1995	39526898.2	Issued	39526898	12/07/1998
IP 035.4(EC)	Grip Shift TM - EC	04/01/1996	179432	Issued	179,432	09/01/1998
IP 035.4(ES)	Grip Shift TM - Spain Cl.12	08/25/1996	1982573	Issued	1,982,573/0	04/20/1999
IP 035.4(ES)	Grip Shift TM - Spain Cl.28	08/25/1996	1982574	Issued	1,982,574/9	04/20/1999
IP 035.4(FR)	Grip Shift TM - France	07/12/1995	95/580,243	Issued	95580243	07/11/1996
IP 035.4(GB)	Grip Shift TM - UK	09/07/1995	2032918	Issued	2,032,918	09/07/1995
IP 035.4(IE)	Grip Shift TM - Ireland	07/07/1995	0.020447697	Issued	173,995	07/07/1995
IP 035.4(IN)	Grip Shift TM - India Cl. 12	08/16/1995	676873	Pending		
IP 035.4(IN)	Grip Shift TM - India Cl. 28	08/16/1995	676870	Pending		
IP 035.4(IT)	Grip Shift TM - Italy	07/18/1995	M195C007367	Issued	729,062	10/15/1997
IP 035.4(JP)	Grip Shift TM - Japan Cl. 12	08/14/1995	84,227/1995	Pending		
IP 035.4(JP)	Grip Shift TM - Japan Cl. 28	08/14/1995	84,228/1995	Pending		
IP 035.4(KP)	Grip Shift TM - Korea	08/16/1995	31,685/1995	Issued	363,431	05/28/1997
IP 035.4(MX)	Grip Shift TM - Mexico	08/24/1995	241087	Issued	504,853	09/25/1995
IP 035.4(PA)	Grip Shift TM - Paraguay	02/22/1994	2621	Issued	172,489	11/03/1994
IP 035.4(TW)	Grip Shift TM - Taiwan		476371	Issued	476,371	02/16/1990
IP 035.4(UR)	Grip Shift TM - Uruguay	01/19/1996	284240	Issued	284,240	10/05/1998
IP 035.4(VE)	Grip Shift TM - Venezuela Cl. 12	07/18/1995	010,464/95	Pending		
IP 035.4(VE)	Grip Shift TM - Venezuela Cl. 28	07/18/1995	010,466/95	Pending		
IP 036.3	Quick Shift TM - US	05/16/1995	74/674,572	Issued	2,068,092	06/03/1997
IP 037.3	Grip Shift Logo TM - US	05/16/1995	74/975,201	Issued	2,094,056	09/09/1997
IP 037.4(AU)	Grip Shift Logo TM - Australia	07/05/1995	665761	Issued	10/15/3722	05/02/1997
IP 037.4(BR)	Grip Shift Logo TM - Brazil	08/23/1995	818743417	Issued	818,743,417	05/05/1998
IP 037.4(CA)	Grip Shift Logo TM - Canada	05/14/1995	790131	Issued	TMA509,969	05/25/1999
IP 037.4(CN)	Grip Shift Logo TM - China		673578	Issued	673,578	01/14/1994
IP 037.4(DE)	Grip Shift Logo TM - Germany	07/03/1995	39526899	Issued	39526899	06/03/1996
IP 037.4(EC)	Grip Shift Logo TM - EC	04/01/1996	179457	Issued	179,457	06/11/1998
IP 037.4(ES)	Grip Shift Logo TM - Spain Cl. 12	08/25/1995	1982575	Issued	1,982,575/7	02/05/1996
IP 037.4(ES)	Grip Shift Logo TM - Spain Cl. 28	08/25/1995	1982576	Issued	1,982,576/5	12/05/1996
IP 037.4(FR)	Grip Shift Logo TM - France	08/21/1995	95/585,233	Issued	95,585,233	08/21/1995
IP 037.4(GB)	Grip Shift Logo TM - UK	09/07/1995	2033335	Issued	2,033,335	09/07/1995
IP 037.4(IE)	Grip Shift Logo TM - Ireland	07/07/1995	95/4648	Issued	173,333	07/07/1995
IP 037.4(IN)	Grip Shift Logo TM - India Cl. 12	08/16/1995	676,872	Pending		
IP 037.4(IN)	Grip Shift Logo TM - India Cl. 28	08/16/1995	676,871	Pending		
IP 037.4(IT)	Grip Shift Logo TM - Italy	08/04/1995	M195C008115	Issued	729,681	10/16/1997
IP 037.4(JP)	Grip Shift Logo TM - Japan Cl. 12	08/14/1995	84,229/1995	Issued	4,049,091	08/29/1997
IP 037.4(JP)	Grip Shift Logo TM - Japan Cl. 28	08/14/1995	84,230/1995	Issued	4,081,330	11/14/1997
IP 037.4(KP)	Grip Shift Logo TM - Korea	08/16/1995	31,686/1995	Issued	363,432	05/28/1997
IP 037.4(MX)	Grip Shift Logo TM - Mexico	08/24/1995	241,088	Issued	509,379	10/31/1995
IP 037.4(NZ)	Grip Shift Logo Tm - New Zealand	07/04/1995	250,885	Issued	250,885	10/15/1997
IP 037.4(TW)	Grip Shift Logo TM -Taiwan		476,369	Issued	476,369	02/16/1990
IP 037.4(VE)	Grip Shift Logo TM - Venezuela Cl.	07/18/1995	010,468/95	Pending		
IP 037.4(VE)	Grip Shift Logo TM - Venezuela Cl.	07/18/1995	010,469/95	Pending		
IP 038.3	SRAM TM - US	06/02/1995	74/683,848	Issued	2,056,661	04/29/1997
IP 038.4(CN)	SRAM TM - China	09/07/1995	95/0113785	Issued	982,538	04/17/1997
IP 038.4A(CN)	SRAM TM - China (in Chinese)	09/07/1995	95/0113786	Issued	982,540	04/14/1997
IP 038.4(DE)	SRAM TM - Germany	07/11/1995	39528035.4	Issued	39528035	07/26/1996
IP 038.4(EC)	SRAM TM - EC	04/01/1996	179,416	Issued	179,416	01/12/1999
IP 039.3	ESP TM - US	03/09/1995	74/644,119	Issued	2,044,567	03/11/1997
IP 039.4(AU)	ESP TM - Australia Cl. 12 & 28	07/05/1995	665,763	Issued	665,763	05/02/1997
IP 039.4(AU)	ESP TM - Australia Cl. 25	07/05/1995	665,764	Pending		
IP 039.4(BR)	ESP TM - Brazil	08/03/1995	818,652,543	Issued	818,652,543	07/02/1998
IP 039.4(CA)	ESP TM - Canada	08/21/1995	790,662	Pending		
IP 039.4(CN)	ESP TM - China	09/07/1995	982,539	Issued	982,539	04/14/1997

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IP 039.4(DE)	ESP TM - Germany	07/03/1995	39526896.6	Issued	39526896	05/29/1996
IP 039.4(EC)	ESP TM - European Community	04/01/1996	179,390	Issued	179,390	06/23/1998
IP 039.4(ES)	ESP TM - Spain Cl. 12	08/25/1995	1,982,577	Issued	1,982,577/3	02/05/1996
IP 039.4(ES)	ESP TM - Spain Cl. 28	08/25/1995	1,982,578	Issued	1,982,578/1	12/05/1996
IP 039.4(FR)	ESP TM - France	07/12/1995	95/580,241	Issued	95/580,241	07/12/1995
IP 039.4(GB)	ESP TM - United Kingdom	07/11/1995	2,026,556	Issued	2,056,556	07/11/1995
IP 039.4(IN)	ESP TM - India Cl. 12	08/16/1995	676,875	Pending		
IP 039.4(IN)	ESP TM - India Cl. 28	08/16/1995	676,877	Pending		
IP 039.4(IT)	ESP TM - Italy	07/18/1995	MI95C007369	Issued	729,064	10/15/1997
IP 039.4(KP)	ESP TM - Korea	08/16/1995	31,687/1995	Issued	363,433	05/28/1997
IP 039.4(MX)	ESP TM - Mexico	08/24/1995	241,085	Issued	582,484	08/26/1996
IP 039.4(NZ)	ESP TM - New Zealand Cl. 12	07/04/1995	250,887	Issued	B250887	09/24/1998
IP 039.4(TW)	ESP TM - Taiwan Cl. 12	03/15/1995	84/011,684	Issued	718,116	06/01/1996
IP 039.4(TW)	ESP TM - Taiwan Cl. 25	03/15/1995	84/011,685	Pending		
IP 039.4(VE)	ESP TM - Venezuela Cl. 12	07/18/1995	010,467/95	Pending		
IP 039.4(VE)	ESP TM - Venezuela Cl. 28	07/18/1995	010,465/95	Pending		
IP 040.3	Bassworm TM - US	05/16/1995	74/675,152	Issued	1,998,080	09/03/1996
IP 041.3	Quick Shift Logo TM - US	05/16/1995	74,975,163	Issued	2,104,554	10/14/1997
IP 042.3	ESP Logo TM - US Cl. 12	06/07/1995	74/685,470	Issued	2,105,460	10/14/1997
IP 042.4(AU)	ESP Logo TM - Australia Cl. 12	07/05/1995	665,765	Issued	35,430	12/31/1996
IP 042.4(AU)	ESP Logo TM - Australia Cl. 28	07/05/1995	665,766	Issued	665,766	12/31/1996
IP 042.4(BR)	ESP Logo TM - Brazil	08/04/1995	818,653,426	Issued	818,653,426	11/11/1997
IP 042.4(CA)	ESP Logo TM - Canada	08/21/1995	790,621	Issued	TMA495,197	05/26/1998
IP 042.4(CN)	ESP Logo TM - China	09/07/1995	95/013784	Issued	982,528	04/14/1997
IP 042.4(DE)	ESP Logo TM - Germany	07/03/1995	39526897.4	Issued	39526897	06/11/1996
IP 042.4(EC)	ESP Logo TM - EC	04/01/1996	179,358	Issued	179,358	02/24/2000
IP 042.4(ES)	ESP Logo TM - Spain Cl. 12	08/25/1995	1,982,579	Issued	1,982,579/3	02/05/1996
IP 042.4(ES)	ESP Logo TM - Spain Cl. 28	08/25/1995	1,982,580	Issued	1,982,580/3	12/05/1996
IP 042.4(FR)	ESP Logo TM - France	07/07/1995	95/579,574	Issued	95,579,574	07/07/1995
IP 042.4(GB)	ESP Logo TM - United Kingdom	07/11/1995	2,026,554	Issued	2,026,554	07/11/1995
IP 042.4(IE)	ESP Logo TM - Ireland Cl. 12	07/07/1995	95/4644	Issued	171,166	07/07/1995
IP 042.4(IE)	ESP Logo TM - Ireland Cl. 28	07/07/1995	95/4645	Issued	171,166	07/07/1995
IP 042.4(IN)	ESP Logo TM - India Cl. 12	08/16/1995	676,874	Pending		
IP 042.4(IN)	ESP Logo TM - India Cl. 28	08/16/1995	676,976	Pending		
IP 042.4(IT)	ESP Logo TM - Italy	07/07/1995	MI95C007062	Issued	728,793	10/15/1997
IP 042.4(KP)	ESP Logo TM - Korea	08/16/1995	31,688/1995	Issued	363,220	05/27/1997
IP 042.4(MX)	ESP Logo TM - Mexico	08/24/1995	241,086	Issued	509,378	10/31/1995
IP 042.4(NZ)	ESP Logo TM - New Zealand	07/04/1995	250,889	Issued	250,889	10/15/1997
IP 042.4(TW)	ESP Logo TM - Taiwan	08/17/1995	84/041,641	Issued	737,733	12/01/1996
IP 043.3	ESP Logo #2 Cl. 12	10/24/1996	75/187,030	Issued	2,123,349	12/23/1997
IP 059.3	Grip Shift w/Logo US	08/24/1995	74/719,970	Pending		
IP 059.3(Div)	Grip Shift w/Logo US Div.	08/24/1995	75/976,968	Issued	2,177,008	07/28/1998
IP 059.4(DE)	Grip Shift W/Logo Germany	09/22/1995	39538832.5	Issued	39538832	09/05/1996
IP 059.4(EC)	Grip Shift W/Logo Europe CTM	04/01/1996	179,341	Issued	179,341	06/11/1998
IP 059.4(ES)	Grip Shift W/Logo Spain Cl. 12	09/25/1995	1,985,958	Issued	1,985,958/4	04/20/1999
IP 059.4(ES)	Grip Shift W/Logo Spain Cl. 28	09/25/1995	1,986,959	Issued	1,986,959/2	04/20/1999
IP 059.4(TW)	Grip Shift W/Logo Taiwan		476,295	Issued	476,295	02/16/1990
IP 060.4 (ES)	Grip Shift (stylized) Spain Cl. 12	09/20/1995	1,986,960	Issued	1,986,960/6	04/25/1999
IP 060.4 (ES)	Grip Shift (stylized) Spain Cl. 28	09/25/1995	1,986,961	Issued	1,986,961/4	04/20/1999
IP 060.4(TW)	Grip Shift (stylized) Taiwan		476,370	Issued	476,370	02/16/1990
IP 065.3	X-Ray TM US	11/04/1996	75/192,467	Issued	2,165,226	06/16/1998
IP 066.3	1:1 TM US	11/04/1996	75/192,596	Issued	2,163,375	06/09/1998
IP 067.3	1:1 & Design TM US	11/04/1996	75/192,302	Issued	2,163,374	06/09/1998
IP 092.3	SPARC TM US	01/17/2000	75/900,101	Pending		
IP 092.4(EC)	SPARC TM CTM Europe	01/18/2000	1464668	Pending		
IP 093.3	Power Chain TM US	03/21/2000	78/000,220	Pending		
IP 102.3	Torpedo TM US	07/27/2000	78/018,656	Pending		

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