

04-13-2001



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3-27-01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

NOV 27

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
09301998

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Schwinn Cycling & Fitness, Inc.

09301998

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Comerica Bank, as agent

DBA/AKA/TA

Composed of

Address (line 1) 500 Woodward Avenue

Address (line 2)

Address (line 3) Detroit

Michigan

48226

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association

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.)

Other banking corporation

Citizenship/State of Incorporation/Organization Michigan

FOR OFFICE USE ONLY

RECEIVED: 04/12/2001 10:00:00 AM

04/12/2001 6TUN11 00000269 76169929

01 FC:461 40.00 DP
02 FC:482 350.00 DP

CHECK Amount Total: \$25.00

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Domestic Representative 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 Number(s)

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)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

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

Deposit Account Number:

#

Authorization to charge additional fees:

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 M. Kornfield

Name of Person Signing

Susan M. Kornfield
Signature

21 March 2001

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving 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 the Assignment.)

Trademark Application Number(s) or Registration Number(s)

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)

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AGREEMENT
(Trademark)
[Schwinn Cycling & Fitness, Inc.]

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of September 30, 1998, among the undersigned (the "Debtor") and Comerica Bank in its capacity as agent for the Banks referred to below.

WITNESSETH

A. WHEREAS, pursuant to that certain Schwinn Amended and Restated Revolving Credit and Term Loan Agreement dated as of September 30, 1998 (as amended or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, including Debtor, each of the financial institutions party thereto (collectively, the "Banks") and Secured Party, as Agent for the Banks, the Banks have agreed, subject to the satisfaction of certain terms and conditions, to make Advances to Borrowers and to provide for the issuance of Letters of Credit for the account of Borrowers, individually, or jointly and severally with certain of the other Account Parties (as such terms are defined in the Credit Agreement), as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered a Security Agreement, dated as of the date hereof (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the initial Advances under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Banks a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Banks to make Advances (including the initial Advance) to the Borrowers pursuant to the Credit Agreement, the Debtor agrees, for the benefit of the Banks, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Debtor does hereby mortgage, pledge and hypothecate to the Secured Party for the benefit of the Banks, and grant to the Secured Party for the benefit of the Banks a security interest in, all of the

following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark") now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party and the Banks 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 Secured Party and the Banks under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party and the Banks thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Secured Obligations and when all commitments to extend any credit under the Credit Agreement have been terminated, the Secured Party shall, at the Debtor's expense, execute and deliver to the Debtor 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.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party for the benefit of the Banks 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 herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

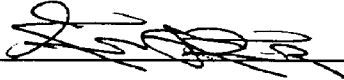
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures follow on succeeding pages]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

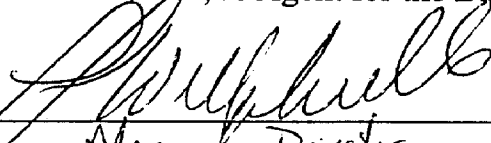
DEBTOR:

SCHWINN CYCLING & FITNESS, INC.

By: 
Its: _____

ACCEPTED BY:

COMERICA BANK, as Agent for the Banks

By: 
Its: Managing Director

Signature Page
Schwinn Trademark Agreement

Item A. Trademarks

Registered Trademarks

Country Trademark Registration No.

Pending Trademark Applications

Country Trademark Serial No.

Expired, Abandoned or Cancelled Trademarks

Country Trademark Registration No./Serial No.

Trademark Applications in Preparation

Country Trademark Products/Services

Item B. Trademark Licenses

SUPPLEMENT TO SCHEDULE I

UNITED STATES TRADEMARKS

Owner Name	Mark	Reg. #	Reg. Date	Int'l Cls.	Goods	Serial #	Renew Deadline
Schwinn Cycling & Fitness, Inc.	ROCKET RAY	pending		11	electric lights and light fixtures for bicycles	78/037280	N/A
Schwinn Cycling & Fitness, Inc.	HERCULITE	pending		12	tubing used in bicycle frames and forks	78/036970	N/A
Schwinn Cycling & Fitness, Inc.	SEQUENCE	pending		12	bicycles	78/035537	N/A
Schwinn Cycling & Fitness, Inc.	SEQUENCE	pending		12	bicycles	78/035535	N/A
Schwinn Cycling & Fitness, Inc.	Design Only	pending		28	exercise equipment for use in resistance training, cardiovascular training and weight training; stationary bicycles	76/169929	N/A
Schwinn Cycling & Fitness, Inc.	WHAT A RIDE	pending		35	catalog services in the field of bicycles, bicycle parts and accessories, bicycle clothing	76/115446	N/A
Schwinn Cycling & Fitness, Inc.	N LITENED	published		12	bicycles; bicycle parts, namely tubing	76/048688	N/A
Schwinn Cycling & Fitness, Inc.	RIPP	pending		25, 28, and 41	clothing, namely socks, shorts, sweat pants, tights, pants, shirts, sweat shirts, jackets, shells, gloves, hats, headbands and caps (IC25); exercise equipment for use in resistance training, cardiovascular training and weight training; stationary bicycles (IC28); and physical fitness instruction; training physical fitness instructors, indoor cycling; physical fitness instruction in weight training, and cardiovascular training (IC41)	76/037952	N/A
Schwinn Cycling & Fitness, Inc.	WOODLANDS	allowed		12	bicycles, bicycles tires	75/751321	N/A

Owner Name	Mark	Reg. #	Reg. Date	Int'l Cls.	Goods	Serial #	Renew Deadline
Schwinn Cycling & Fitness, Inc.	PROLOGUE	pending		12	bicycles, bicycles tires	75/655702	N/A
Schwinn Cycling & Fitness, Inc.	XS	pending		25	clothing, namely pants, jerseys, t-shirts and hats	75/650904	N/A
Schwinn Cycling & Fitness, Inc.	ORANGE KRATE	2,396,349	10/17/00	12	bicycles	75/550647	10/17/06 Affidavit of Continued Use
Schwinn Cycling & Fitness, Inc.	APPLE KRATE	2,409,232	11/28/00	12	bicycles	75/550649	11/28/06 Affidavit of Continued Use
Schwinn Cycling & Fitness, Inc.	RIDE TUNED	2,245,883	5/18/99	12	bicycles and bicycle frames and structural parts therefor	75/437983	5/18/05 Affidavit of Continued Use
Schwinn Cycling & Fitness, Inc.	SPRINT	786,694	3/16/65	12	bicycles and parts and accessories therefor-namely, derailleur assemblies comprising levers, cables, pulleys, and front changers, multi-speed changer levers, cable guides, cable clamps, quick-release hubs, rake assemblies, bicycle carriers, handlebars, handlebar grips, handlebar stems, chain guards, bicycle saddles and saddle covers, and pedals	72/181840	N/A
GT Bicycles, Inc.	I DRIVE BY GT (and Design)	pending		12	bicycle and bicycle structural parts	76/010041	N/A
GT Bicycles, Inc.	STREAMLINE	2,385,900	9/12/00	12	bicycles, structural parts therefor an bicycle accessories, namely, seats, handlebars and wheels	75/257131	9/12/06 Affidavit of Continued Use