

Form PTO-1594 (Rev. 07/05)
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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

1803-372-3

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

SRAM Corporation

- Individual(s)
- General Partnership
- Corporation- State: Illinois
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s):

Execution Date(s) November 5, 2007

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A.,

Internal Address: _____ as Agent

Street Address: 10 S. Dearborn

City: Chicago

State: IL

Country: USA Zip: 60603

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other _____ Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Additional sheet(s) attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

56

7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$ 1,415

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

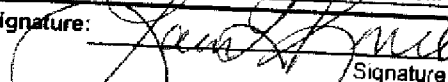
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

9. Signature:


Signature

Laura Konrath
Name of Person Signing

11/12/07
Date

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$1415.00 232428 77245456

Continuation
Item 4

SCHEDULE I

TRADEMARK	FILE	APPL#	REGDT	REG#	STATUS	CLASSES
1:1	11/04/1996	75/192,596	06/09/1998	2,163,375	REGISTER	12
ARCH RIVAL	12/04/1998	75/600,129	09/05/2000	2,382,371	REGISTER	12
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BLACKBOX	05/29/2003	78/255,519	04/20/2004	2,834,646	REGISTER	012
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GRIP SHIFT	12/22/1998	73/770,941	11/06/1990	1,621,763	REGISTER	12
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HUSSEFELT	07/30/2004	78/459,514	09/20/2005	2,897,999	REGISTER	12
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ISIS DRIVE (design)	06/14/2000	78/012,716	04/02/2002	2,557,366	REGISTER	12
ISOFLOW	07/23/2004	78/455,789	09/13/2005	2,995,208	REGISTER	12
JUDY	09/12/1994	74/572,677	08/29/1995	1,914,795	REGISTER	012
JUICY	01/07/2003	78/200,829	04/05/2005	2,938,826	REGISTER	12
LUFTALARM	08/10/2004	78/464,950	09/20/2005	2,998,232	REGISTER	12
OMNIUM	06/02/2006	78/898,348	10/16/2007	3,314,648	REGISTER	12
PIKE	06/09/2003	78/260,159	04/12/2005	2,940,825	REGISTER	12,25
PILOT	02/25/2002	76/374,771	06/24/2003	2,730,510	REGISTER	012
PowerLock	02/17/2006	78/817,991	08/07/2007	3,227,874	REGISTER	12
REBA	06/09/2003	79/260,155	07/26/2005	2,978,917	REGISTER	12,25
RED	08/02/2007	77/245,456			PENDING	12,25
ROCK SHOX	11/29/1989	74/005,936	08/20/1991	1,654,275	REGISTER	012
ROCK SHOX	10/31/1995	75/013,106	09/10/1996	2,000,058	REGISTER	025
ROCK SHOX and Design	09/09/1991	74/201,535	08/04/1992	1,704,807	REGISTER	012
ROCK SHOX and Design	11/03/1995	75/014,318	03/04/1997	2,041,768	REGISTER	025
RUKTION	11/18/2004	78/519,393	06/20/2006	3,108,056	REGISTER	12

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S/D DUAL AIR	06/17/1998	75/504,001	09/24/2002	2,622,562	REGISTER	012
SINGLE DIGIT	05/15/1996	75/114,135	12/09/1997	2,120,535	REGISTER	12
SMARTBAR	02/02/2001	78/046,204	06/17/2003	2,728,111	REGISTER	12,9
SPARC	01/17/2000	75/900,101	09/17/2002	2,621,857	REGISTER	12
SPEED DIAL	04/13/1995	74/660,517	02/04/1997	2,036,130	REGISTER	12
SRAM	06/02/1995	74/683,848	04/29/1997	2,056,661	REGISTER	12,25
SRAM FORCE	03/17/2005	78/589,700			PENDING	12,25
SRAM RED	08/22/2007	77/261,910			PENDING	12,25
SRAM RIVAL	09/13/2005	78/712,087	05/01/2007	3,238,333	REGISTER	012,025
STYLO	07/30/2004	78/459,498	09/20/2005	2,997,997	REGISTER	12
TORPEDO	07/27/2000	78/018,656	12/02/2003	2,789,681	REGISTER	12
TOURO	07/22/2004	78/455,215	09/20/2005	2,997,815	REGISTER	12
TRUVATIV	04/09/2003	78/235,921	03/09/2004	2,821,333	REGISTER	12,25
TRUVATIV logo	08/12/2005	78/691,389	07/25/2006	3,120,601	REGISTER	12
TULLIO	02/29/2000	75/931,351	02/05/2002	2,535,634	REGISTER	012
U-TURN	01/05/2001	76/190,607	12/17/2002	2,664,245	REGISTER	012
WAVO	08/10/2004	78/464,932	09/27/2005	3,001,693	REGISTER	12

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 5, 2007, is between SRAM CORPORATION, an Illinois corporation ("Grantor"), and JPMORGAN CHASE BANK, N.A., as Collateral Agent for the benefit of the Secured Creditors (the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantor has entered into a Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with the Collateral Agent, for the benefit of the Secured Creditors, pursuant to which Grantor has granted to the Collateral Agent a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Obligations;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement;

WHEREAS, Grantor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to the Collateral Agent, for the benefit of the Secured Creditors, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark

license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

SCHEDULE 1

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