

10-17-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Wheel Pros, Inc.

10.10.02

- Individual(s) Association General Partnership Limited Partnership [X] Corporation-State Other

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

2. Name and address of receiving party(ies)

Name: KeyBank National Association

Internal

Address:

Street Address: 1675 Broadway, Suite 500

City: Denver State: CO Zip: 80202

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State [X] Other National Banking Association

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 [X] No

3. Nature of conveyance:

- Assignment Merger [X] Security Agreement Change of Name Other

Execution Date: September 25, 2002

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

A. Trademark Application No.(s) 76288078, 76367088, 76190778

B. Trademark Registration No.(s) 2475230, 2277796

Additional number(s) attached [ ] Yes [X] No

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

Name: Gary N. Meade, Jr., Esq.

Internal Address:

Jacobs Chase Frick Kleinkopf & Kelley

Street Address: 1050 17th St., Suite 1500

City: Denver State: CO Zip: 80265

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41) \$ 140

- [X] Enclosed [ ] Authorized to be charged to deposit account

8. Deposit account number:

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9. Signature.

Gary N. Meade, Jr.

Name of Person Signing

[Handwritten Signature]

Signature

10/3/02

Date

Total number of pages including cover sheet, attachments, and document: 7

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

10/17/2002 6TON11 00000028 76288078

01 FC:8521 40.00 OP 02 FC:8522 100.00 OP

**ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, WHEEL PROS, INC., a Colorado corporation (the "Assignor"), hereby assigns and grants KEYBANK NATIONAL ASSOCIATION (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's rights, title and interest in and to the United States Patents and pending patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all proceeds and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST is made to further secure the satisfactory performance and payment of all the obligations of the Assignor (the "Secured Obligations") under the Amended and Restated Loan and Security Agreement between the Assignor and the Assignee, dated as of September 25, 2002 (as amended from time to time, the "Credit and Security Agreement"). Upon the satisfaction of all such Secured Obligations, the Assignee shall execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment of Security Interest. This Assignment of Security Interest is in addition to any and all previous security interests or assignments granted by Assignor to Assignee and/or filed by Assignee with the United States Patent and Trademark Office.


This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Credit and Security Agreement. The right and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Credit and Security Agreement, the provisions of the Credit and Security Agreement shall govern.

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STATE OF COLORADO }  
 } ss:  
CITY AND COUNTY OF DENVER }

On this 25<sup>th</sup> day of September, 2002, before me personally came Bret R. Dutton who, being by me duly sworn, did state as follows: that [s]he is Vice President of KEYBANK NATIONAL ASSOCIATION, that [s]he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that [s]he did so by authority of the governing body of said corporation.

  
Notary Public

My Commission expires: 4/21/06

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**SCHEDULE A -- MARKS**

**MARKS**

<b>Mark</b>	<b>Application or Registration No.</b>	<b>Date Registered</b>
ICE Metal	76288078	
X2O	76367088	
OE Creations	76190778	
H Helo	2475230	August 7, 2001
Wheel Pros	2277796	September 14, 1999

{00124438.DOC 2}

**SCHEDULE B -- PATENTS**

**PATENTS**

**Description**

**Patent Number**

**Date Issued**

**NONE**

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