Form PTO-1594 (Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

WPI ACQUISITION CORP.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation: State of Delaware
☐ Other _____

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

2. Name and address of receiving party(ies):

WELLS FARGO BANK, NATIONAL ASSOCIATION
N9305-051
Sixth & Marquette
Minneapolis, MN 55479

☐ Individual(s)
☒ Association: National Banking Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation: ☐ 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)

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other TO CORRECT TRADEMARK APPLICATION AGAINST WHICH THE DOCUMENT RECORDED 03/04/2003 AT REEL/FRAME 002613/0438 WAS RECORDED - DELETE APPLICATION 76/347,088 AND RECORD DOCUMENT AGAINST APPLICATION 76/367,088 IN ITS PLACE
Execution Date: February 14, 2003

4. Application number(s) or trademark number(s), and identification or description of the mark(s):

A. Trademark Application No(s). and description
76/367,088 (X20 Stylized)

B. Trademark Registration No(s). and description
2,277,796 (WHEEL PROS and Design)
2,475,230 (H HELO and Design)
2,652,669 (ICE METAL and Design)

5. Name and address of party to whom correspondence concerning document should be mailed:
Kerry R. Thompson
FAEGRE & BENSON LLP
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-3901
612/766-7226

6. Total number of applications and registrations involved: 01

7. Total fee (37 CFR 3.41) $40.00
☐ Enclosed
☒ Authorized to be charged to deposit account for payment

8. Deposit Account number: 06-0029

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.

Kerry R. Thompson- Paralegal
Name of person signing

Kerry R. Thompson
Signature

March 7, 2003
Date

Total number of pages including cover sheet, attachments, and document: 12

Mail documents to be recorded with required cover sheet information to:
Director – U.S. Patent and Trademark Office, Box Assignments
Washington, D.C. 20231

M2:20526522.02(F&B 9/28/00)

03/04/2003
700025309

Form PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

WPI ACQUISITION CORP.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation: State of Delaware
☐ Other _____

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

2. Name and address of receiving party(ies):

WELLS FARGO BANK, NATIONAL ASSOCIATION
N9305-051
Sixth & Marquette
Minneapolis, MN 55479

☐ Individual(s)
☒ Association: National Banking Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation: ☐ 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)

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____
Execution Date: February 14, 2003

4. Application number(s) or trademark number(s), and identification or description of the mark(s):

A. Trademark Application No(s). and description

76/347,088 (X20 Stylized)

B. Trademark Registration No(s). and description

2,277,796 (WHEEL PROS and Design)
2,475,230 (H HELO and Design)
2,652,669 (ICE METAL and Design)

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

Kerry R. Thompson
FAEGRE & BENSON LLP
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-3901
612/766-7226

6. Total number of applications and registrations involved: 04

7. Total fee (37 CFR 3.41) $115.00
☒ Enclosed
☒ Authorized to be charged to deposit account for underpayment

8. Deposit Account number: 06-0029

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.

Kerry R. Thompson- Paralegal
Name of person signing

Kerry R. Thompson
Signature

March 4, 2003
Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:
Director – U.S. Patent and Trademark Office, Box Assignments
Washington, D.C. 20231

M2:20526522.01(F&B 9/21/00) 16056-280251

TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of February 14, 2003, is made by and between WPI Acquisition Corp., a Delaware corporation to be renamed Wheel Pros, Inc. (the "Debtor"), and Wells Fargo Bank, National Association, a national banking association, as agent (in such capacity, the "Secured Party") for the Lenders, as defined in the Credit Agreement described below.

Pursuant to a Credit Agreement (together with all amendments, modifications and restatements of such Agreement, the "Credit Agreement") of even date herewith among the Borrower, the Agent, Antares Capital Corporation, as Syndication Agent, and various financial institutions (and if applicable, other Persons) from time to time a party thereto as lenders ("Lenders"), the Lenders have agreed to make advances and grant certain other financial accommodations to the Borrower.

As a condition to extending credit to or for the account of the Debtor, the Secured Party and the Lenders have required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents (as defined in the Credit Agreement) and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. The Debtor hereby irrevocably pledges and collaterally assigns to, and grants the Secured Party a security interest (the "Security Interest"), with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Security Agreement of the Debtor, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor.

TRADEMARK
REEL: 2615 FRAME: 0667

3. Representations, Warranties and Agreements. The Debtor hereby represents, warrants and agrees as follows:

(a) ***Existence; Authority.*** The Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of organization. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary action of the Debtor's officers and shareholders and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its articles of incorporation and bylaws or any agreement presently binding on it. The correct name of the Debtor is "WPI Acquisition Corp." The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency, except for filings necessary to perfect the Security Interest.

(b) ***Trademarks.*** Exhibit A accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit A (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) ***Affiliates.*** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a trademark security agreement substantially in the form of this Agreement.

(d) ***Title.*** The Debtor has absolute title to each Trademark listed on Exhibits A, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time it acquires any rights in Trademarks required to be on Exhibit A hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

TRADEMARK
REEL: 2615 FRAME: 0668

(e) ***No Sale.*** Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without the Secured Party's prior written consent.

(f) ***Defense.*** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) ***Maintenance.*** The Debtor will at its expense maintain the Trademarks (other than non-material unregistered trademarks) to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any such Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any such Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) ***Secured Party's Right to Take Action.*** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) ***Costs and Expenses.*** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

TRADEMARK
REEL: 2615 FRAME: 0669

(j) ***Power of Attorney.*** To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as its attorney-in-fact with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, if an Event of Default exists, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Debtor's Use of the Trademarks. The Debtor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, until an Event of Default exists and the Secured Party has notified the Debtor that it is revoking such rights.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Loan Documents.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) The Secured Party may enforce the Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a

TRADEMARK
REEL: 2615 FRAME: 0670

writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to the Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement signed by the Debtor or of any financing statement shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Address:
44 Union Blvd., Suite 620S
Lakewood, CO 80228
Fax: 303-433-3640
Attention: President

Employer identification number:

_____

Organizational identification number:

_____

WPI ACQUISITION CORP.

By _____
Felix J. Wong
Its President

Address:
N9305-051
Sixth & Marquette
Minneapolis, MN 55479

Employer identification number:
94-1347393

WELLS FARGO BANK, NATIONAL ASSOCIATION, as agent

By _____
Joseph G. Colianni
Its Vice President

STATE OF COLORADO)

COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 14th day of February, 2003, by Felix J. Wong, the President of WPI Acquisition Corp., a Delaware corporation, on behalf of the corporation.

Lucy Schmied
Notary Public

LUCY A. SCHMIED NOTARY PUBLIC STATE OF COLORADO

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 14th day of February, 2003, by Joseph G. Colianni, a Vice President of Wells Fargo Bank, National Association, a national banking association, on behalf of the association.

Lucy Schmied
Notary Public

M1:962784.03
2/13/03 3:33 PM

TRADEMARK
REEL: 2615 FRAME: 0673

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS/SERVICE MARKS

REGISTRATIONS/APPLICATIONS

Trademark/ Service Mark	Serial Number	Registration Number	Registration Date
WHEEL PROS & Design	75502425	2277796	September 14, 1999
H HELO & Design	75871511	2475230	August 7, 2001
ICE METAL & Design	76288078	2652669	November 19, 2002
X2O (Stylized)	76367088		Pending