

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DM Tech America, Inc.		12/10/2004	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wheel Pros, Inc.		
Street Address:	44 Union Blvd		
Internal Address:	Suite 620S		
City:	Lakewood		
State/Country:	COLORADO		
Postal Code:	80228		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2469809	QT	
CORRESPONDENCE DATA			
Fax Number:	(203)348-5777		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203.325.5047		
Email:	mfoster@fdh.com		
Correspondent Name:	Marcia Sugrue		
Address Line 1:	One Landmark Square		
Address Line 2:	Suite 1400		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Marcia C. Sugrue		
Signature:	Marcia C. Sugrue /s/		
Date:	12/29/2004		

OP \$40.00 2469809

Total Attachments: 5

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**ASSIGNMENT OF
SERVICEMARKS AND TRADEMARKS**

This ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS AGREEMENT (this "Agreement") is made as of December 10, 2004 by DM TECH AMERICA, INC., a California corporation (the "Assignor") for the benefit of WHEEL PROS, INC., a Delaware corporation (the "Assignee").

W I T N E S S E T H:

WHEREAS, the Assignor and the Assignee have executed and delivered a Purchase Agreement dated as of the date hereof (the "Purchase Agreement") pursuant to which, among other things, the Assignor has agreed to sell to the Assignee, and the Assignee has agreed to purchase from the Assignor, the Assignor's inventory and intellectual property rights related to the Assignor's Quantum Tek brand (the "Brand") and to enter into certain other arrangements; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Assignee and the Assignor desire that all of the Assignor's right, title and interest in and to all trademarks, servicemarks, trade dress, logos, trade names, corporate names, in each case, related to the Brand, together with all translations, adaptations, derivations and combinations thereof, and all applications, registrations, and renewals in connection therewith (collectively, the "Marks"), be assigned and transferred to the Assignee as provided in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Assignor agrees as follows:

1. Assignment of the Marks.

1.1 Assignment. The Assignor hereby assigns, sells, conveys, delivers and transfers to the Assignee all of its right, title and interest in and to any and all of the Assignor's Marks (including, but not limited to, the trademark applications and registrations listed on Exhibit "A" hereto), together with the goodwill of the Brand connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for its own use and benefit, in accordance with the Purchase Agreement, and for the use and benefit of its successors and assigns.

1.2 Further Assurances.

(a) The Assignor hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable best efforts to assist the Assignee, at the Assignee's request from time to time (the reasonable cost and expense of which shall be paid by the Assignee unless such action results from a breach of the Purchase Agreement or this Assignment of Servicemarks and Trademarks by the Assignor), to secure the rights assigned hereby and to obtain and/or transfer trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights. The Assignor will promptly transfer all files and papers in its possession relating to such applications and registrations to Assignee after the execution of this Assignment of Servicemarks and Trademarks.

(b) In the event that the Assignor fails to execute and deliver any document necessary or appropriate for any of the foregoing purposes listed in Sections 1.2(a), the Assignor hereby

irrevocably designates and appoints the Assignee and its duly authorized officers as agents and attorneys-in-fact to act for and on behalf of Assignor, but only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by the undersigned.

(c) This Assignment of Servicemarks and Trademarks is executed in connection with and subject to the terms and conditions of the Purchase Agreement. As between Assignor and Assignee, nothing in this Assignment of Servicemarks and Trademarks shall be deemed to limit or modify any representations, warranties, liabilities, indemnities or other agreements as between Assignor and Assignee as provided for in the Purchase Agreement.

2. Miscellaneous.

2.1 Amendment. No amendment or waiver of any provision of this Assignment of Servicemarks and Trademarks shall be effective unless in writing and executed by the Assignor and the Assignee, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

2.2 Notices. Notices shall be provided to the addresses and in the manner provided in the Purchase Agreement.

2.3 Successors and Assigns. This Assignment of Servicemarks and Trademarks shall inure to the benefit of, and be binding upon and enforceable against, the Assignor and the Assignee and their respective successors and assigns. The Assignee may assign any of its rights hereunder to any lender or financing source and/or in connection with a sale by Assignee or its assigns of all or substantially all of its assets or all or substantially all of the assets relating to the Assignee's business.

2.4 Governing Law. This Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the internal substantive laws of the State of California without giving effect to the principles of conflicts of laws thereof.

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EXHIBIT 1 TO EXHIBIT "C"

Trademark/Service Mark (including applications)	Serial Number	Registration Number	Filing Date	Issue Date
QT (word mark)	76104414	2469809	August 7, 2000	July 17, 2001



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Word Mark	QT
Goods and Services	IC 012. US 019 021 023 031 035 044. G & S: AFTER MARKET AUTOMOTIVE WHEELS. FIRST USE: 19990401. FIRST USE IN COMMERCE: 19990401
Mark Drawing Code	(5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
Serial Number	76104414
Filing Date	August 7, 2000
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	April 24, 2001
Registration Number	2469809
Registration Date	July 17, 2001
Owner	(REGISTRANT) DM TECH AMERICA, INC. DBA QUANTUM TEK ALLOYS CORPORATION CALIFORNIA 12850 Moore Street Cerritos CALIFORNIA 90703
Attorney of Record	G. Donald Weber, Jr.

Attachment 2 to Exhibit C

TRADEMARK

RECORDED: 12/29/2004

REEL: 002999 FRAME: 0035