

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KMC Products, Inc.		10/03/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	KMC Acquisition Corp.
Street Address:	c/o Wheel Pros. Inc. 44 Union Blvd
Internal Address:	Suite 620S
City:	Lakewood
State/Country:	COLORADO
Postal Code:	80228
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Serial Number:	74692561	REBEL
Serial Number:	75241840	K KMC WHEEL COMPANY
Serial Number:	75511975	562
Serial Number:	75977977	MOTION ALLOY WHEELS
Serial Number:	75141664	LIKE NO OTHER
Serial Number:	76975124	LORENZO
Serial Number:	76975253	RIMWEAR
Serial Number:	76975216	SUPERLIP
Serial Number:	76394187	SUPERLIP
Serial Number:	76393755	RIMWEAR
Serial Number:	76367804	LORENZO
Serial Number:	78411260	KMC
Serial Number:	78425412	SR KMC RACING

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Serial Number:	78425436	XD SERIES
Serial Number:	78411276	KMC
Serial Number:	78622076	KMC BUZZ
Serial Number:	78436227	CUSTOM RIMS BY KMC
Serial Number:	78513120	ROCKSTAR BY KMC
Serial Number:	78448074	LIKE NO OTHER
Serial Number:	78435538	LORENZO
Serial Number:	78443206	EXTREME RIDES
Serial Number:	78417708	XD SERIES
Serial Number:	78443192	FAMOUS RIDES
Serial Number:	78412310	SPINTEK
Serial Number:	78448055	SPINTEK
Serial Number:	78417702	SR KMC RACING
Serial Number:	78417696	SR KMC RACING
Serial Number:	78412276	KMC
Serial Number:	78448058	LIKE NO OTHER
Serial Number:	78475441	THE ONE AND ONLY
Serial Number:	78417706	XD SERIES
Serial Number:	78407992	THE ONLY BRAND THAT MATTERS
Serial Number:	78513133	ROCKSTAR BY KMC
Serial Number:	78412281	BUZZ
Serial Number:	78325452	OFFENDING SINCE 1982
Serial Number:	78463361	
Serial Number:	78448349	
Serial Number:	78475442	THE ONE AND ONLY
Serial Number:	78448330	

CORRESPONDENCE DATA

Fax Number: (203)348-5777
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 203-325-5075
Email: ljacobs@fdh.com
Correspondent Name: Richard Kilbride
Address Line 1: 1 Landmark Square
Address Line 2: Suite 14
Address Line 4: Stamford, CONNECTICUT 06901

NAME OF SUBMITTER:	Latasha Jacobs
Signature:	/Latasha Jacobs/
Date:	10/06/2005
Total Attachments: 7 source=00162099#page1.tif source=00162099#page2.tif source=00162099#page3.tif source=00162099#page4.tif source=00162099#page5.tif source=00162099#page6.tif source=00162099#page7.tif	

**ASSIGNMENT OF
SERVICEMARKS AND TRADEMARKS**

This ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS AGREEMENT (this "Agreement") is made as of October 3, 2005 by KMC PRODUCTS, INC., a California corporation (the "Assignor"), for the benefit of KMC ACQUISITION CORP., 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 an Asset 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 Acquired Assets (as defined in the Purchase Agreement) 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 Business (as defined in the Purchase Agreement), 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; and all of its right, title and interest in and to any and all of the Assignor's Marks listed on Exhibit "B" as part of the entire business, or portion thereof, to which the Marks listed in Exhibit "B" pertain; and the common law trademarks listed on Exhibit "C" hereto), together with the goodwill of the Business 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 Section 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 laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

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Exhibit "A"

KMC Products, Inc. Registered Trademarks

Mark	Int'l Class	App. Date Serial No.	Reg. Date Reg. No.	Renewal/Use Date
REBEL	12	6/23/95 74/692,561	10/5/99 2,283,475	10/5/04 - 10/5/05
K KMC WHEEL COMPANY (& design)	12	2/14/97 75/241,840	12/7/99 2,298,513	12/7/04 – 12/7/05
562	12	7/1/98 75/511,975	2/6/01 2,427,300	2/6/06 – 2/6/07
MOTION ALLOY WHEELS	12	4/23/96 75/977,977	3/16/99 2,233,042	3/16/04 – 3/16/05 3/16/09
LIKE NO OTHER	12	7/29/96 75/141,664	5/19/98 2,159,534	5/19/08
LORENZO (& design)	12	2/6/02 76/975,124	7/1/03 2,731,970	7/1/08 – 7/1/09
RIMWEAR	12	4/11/02 76/975,253	9/14/04 2,884,022	9/14/09 – 9/14/10
SUPERLIP	12	4/11/02 76/975,216	12/21/04 2,913,759	12/21/09–12/21/10
OFFENDING SINCE 1982	25	11/10/03 78/325,452	8/2/05 1,982,057	8/2/10-8/2/11
SUPERLIP	25	4/11/02 76/394,187	8/2/05 2,981,358	8/2/10-8/2/11

Updated 8/16/05

RIMWEAR	25	4/11/02 76/393,755	7/19/05 2,971,344	7/19/10-7/19/11
“Circular Arrow” & design	12	8/6/04 78/463,361	7/19/05 2,970,764	7/19/10-7/19/11
LORENZO (& design)	25	2/6/02 76/367,804	8/16/05 2,985,749	8/16/10-8/16/11

Updated 8/16/05

KMC Products, Inc.
Pending Use-Based Trademark Applications

Mark	Int'l Class/es	App. Date Serial No.	Status
KMC	12	4/30/04 78/411,260	Mark will be Published for Opposition on 9/20/05
SR KMC RACING	12	5/26/04 78/425,412	Mark will be Published for Opposition on 9/20/05
XD SERIES	12	5/26/04 78/425,436	Published for Opposition 9/27/05
KMC	25	5/3/04 78/411,276	Published for Opposition 8/9/05
KMC BUZZ	42	5/4/05 78/622,076	Pending review

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Updated 8-16-05

TRADEMARK
REEL: 003171 FRAME: 0989

KMC Products, Inc.
Pending ITU Trademark Applications

Mark	Int'l Class/es	App. Date Serial No.	Status
CUSTOM RIMS BY KMC	12 & 42	6/16/04 78/436,227	Will be Published for Opposition (date unknown)
ROCKSTAR BY KMC	12	11/8/04 78/513,120	Suspended 6/13/05
LIKE NO OTHER	28	7/8/04 78/448,074	Notice of Allowance issued 8/9/05 – Statement of Use Due 2/9/06
LORENZO (& design)	28	6/15/04 78/435,538	Notice of Allowance Issued on 8/16/05 – Statement of Use Due 2/16/06
EXTREME RIDES	12, 16 & 25	6/29/04 78/443,206	Class 028 Deleted from Application Will be Published for Opposition (date unknown)
XD SERIES	28	5/12/04 78/417,708	Notice of Allowance Issued on 8/16/05 – Statement of Use Due 2/16/06
FAMOUS RIDES	12, 16, 25 & 28	6/29/04 78/443,192	Opposition to Registration Filed by Harris Publications – Answer Due October 18, 2005
SPINTEK	28	5/3/04 78/412,310	Notice of Allowance issued 6/28/05 – Statement of Use Due 12/28/05
SPINTEK	25	7/8/04 78/448,055	Notice of Allowance issued 6/28/05 – Statement of Use Due 12/28/05

Update 8-16-05

TRADEMARK
REEL: 003171 FRAME: 0990

THE ONE AND ONLY	28	8/30/04 78/475,442	Published for Opposition 8/9/05
SR KMC RACING	28	5/12/04 78/417,702	Suspended 6/6/05
SR KMC RACING	25	5/12/04 78/417,696	Will be Published for Opposition 8/23/05
“Circular Arrows” Design	25	7/9/04 78/448,349	Published for Opposition 7/26/05
KMC	28	5/3/04 78/412,276	Will be Published for Opposition 8/23/05
LIKE NO OTHER	25	7/8/04 78/448,058	Notice of Allowance issued 7/19/05 – Statement of Use Due 1/19/06
“Circular Arrows” Design	28	7/9/04 78/448,330	Notice of Allowance issued 7/19/05
THE ONE AND ONLY	12	8/30/04 78/475,441	Notice of Allowance issued 9/6/05 – Statement of Use Due 3/6/06
XD SERIES	25	5/12/04 78/417,706	Published for Opposition 7/26/05
THE ONLY BRAND THAT MATTERS	12 & 25	4/26/04 78/407,992	Mark will be Published for Opposition 9/6/05
ROCKSTAR BY KMC	25	11/8/04 78/513,133	Suspended 5/25/05
BUZZ	16	5/3/04 78/412,281	Published for Opposition 10/4/05

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