

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |  |
|-----------------------|--|
| SUBMISSION TYPE:      | NEW ASSIGNMENT                               |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
| EFFECTIVE DATE:       | 05/31/2005                                   |

**CONVEYING PARTY DATA**

| Name                  | Formerly | Execution Date | Entity Type             |
|-----------------------|----------|----------------|-------------------------|
| DM TECH AMERICA, INC. |          | 05/31/2005     | CORPORATION: CALIFORNIA |

**RECEIVING PARTY DATA**

|                   |                                     |
|-------------------|-------------------------------------|
| Name:             | ALBA 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: DELAWARE               |

**PROPERTY NUMBERS Total: 6**

| Property Type  | Number   | Word Mark       |
|----------------|----------|-----------------|
| Serial Number: | 76503451 | DM TECH AMERICA |
| Serial Number: | 76190443 | ATA             |
| Serial Number: | 75668283 | A               |
| Serial Number: | 75668282 | ALBA            |
| Serial Number: | 75635893 | ALBA            |
| Serial Number: | 75635892 | R               |

**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: dgreenfired@fdh.com  
 Correspondent Name: Richard D. Kilbride

OP \$165.00 76503451

Address Line 1: One Landmark Sq Suite 1400  
Address Line 2: c/o Finn Dixon & Herling LLP  
Address Line 4: Stamford, CONNECTICUT 06901-2689

ATTORNEY DOCKET NUMBER:

8503-3

NAME OF SUBMITTER:

Donna Greenfield

Signature:

/Donna Greenfield/

Date:

10/13/2005

Total Attachments: 6

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**ASSIGNMENT OF  
SERVICEMARKS AND TRADEMARKS**

This ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS AGREEMENT (this "Agreement") is made as of May 31, 2005 by DM TECH AMERICA, INC., a California corporation (the "Assignor") for the benefit of ALBA 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 the common law trademarks listed on Exhibit "B" 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 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.

*[Remainder of page intentionally left blank]*



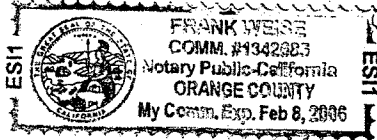
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Orange } ss.

On 5-25-05 before me, Frank Weise "Notary Public"  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared GRAN GUY LOU  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

*[Signature]*  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Assignment of Service Marks & Trademark

Document Date: 5-25-05 Number of Pages: 1

Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer**

Signer's Name: GRAN GUY LOU

- Individual
- Corporate Officer — Title(s): President
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: DM Tech America

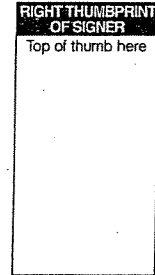







EXHIBIT A

| Serial No. | Reg. No. | Mark   | Filing Date | Issue Date |
|------------|----------|--|-------------|------------|
| 76503451   |          | DM TECH AMERICA <sup>1</sup>   |             |            |
| 76190443   | 2496358  |       |             |            |
| 75668283   | 2427948  |       |             |            |
| 75668282   | 2377090  |       |             |            |
| 75635893   | 2376945  |       |             |            |
| 75635892   |          | <br>2 |             |            |

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<sup>1</sup> Use Based application: abandonment – Failure To Respond Or Late Response. *Recommend new application.*

<sup>2</sup> Use Based application: abandonment – Failure To Respond Or Late Response.

EXHIBIT B

| <b>Mark</b>             | <b>Nature of Use</b>         |
|-------------------------|------------------------------|
| EMO WHEELS              | Fictitious Name – California |
| ATA TOURING ALLOYS      | Fictitious Name – California |
| ALBA PERFORMANCE WHEELS | Fictitious Name              |
| ALBA CHROME WHEELS      | Fictitious Name – California |
| QUANTUM TEK ALLOYS      | Fictitious Name – California |
| JESSE JAMES WHEELS      | Fictitious Name – California |
| TENSION                 | Model name                   |
| BLVD                    | Model name                   |
| TEMPER                  | Model name                   |
| FORCE                   | Model name                   |
| GRIP                    | Model name                   |
| HEIST                   | Model name                   |
| FLEX                    | Model name                   |
| EDGE                    | Model name                   |
| MANTIS                  | Model name                   |
| MONACO                  | Model name                   |
| BANK                    | Model name                   |
| MODERN IMAGE            | Model name                   |

{00131728; 1; 8503-3}