# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the coversheet of the assignment previously recorded on Reel 003171 Frame 0982. Assignor(s) hereby confirms the State of Incorporation of Assignee in the coversheet was erroneously provided as California rather than Delaware.. |

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: DELAWARE |

PROPERTY NUMBERS Total: 39

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 2283475 | REBEL |
| Registration Number: | 2298513 | K KMC WHEEL COMPANY |
| Registration Number: | 2427300 | 562 |
| Registration Number: | 2233042 | MOTION ALLOY WHEELS |
| Registration Number: | 2159534 | LIKE NO OTHER |
| Registration Number: | 2731970 | LORENZO |
| Serial Number: | 76975253 | RIMWEAR |
| Registration Number: | 2971344 | RIMWEAR |
| Registration Number: | 2985749 | 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 |
| Registration Number: | 2982057 | OFFENDING SINCE 1982 |
| Registration Number: | 2970764 | |
| Serial Number: | 78448349 | |
| Serial Number: | 78448330 | |
| Serial Number: | 76975216 | SUPERLIP |
| Serial Number: | 76394187 | SUPERLIP |
| Serial Number: | 78475442 | THE ONE AND ONLY |

CORRESPONDENCE DATA


Fax Number: (248)203-0763

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 248-203-0782

Email: ipmail@dykema.com

Correspondent Name: Jeffrey L. Doyle

Address Line 1: 39577 Woodward Ave.

| | |
|---|---|
| Address Line 2: | Suite 300 |
| Address Line 4: | Bloomfield Hills, MICHIGAN 48304 |

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|---|---|
| ATTORNEY DOCKET NUMBER: | 065408-0999 |
| NAME OF SUBMITTER: | Jeffrey L. Doyle |
| Signature: | /jeffrey l. doyle/ |
| Date: | 02/24/2006 |

Total Attachments: 8
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# 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.

***[Remainder of page intentionally left blank]***

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Servicemarks and Trademarks to be duly executed as of the date set forth above by its duly authorized representative.

KMC PRODUCTS, INC.,
a California corporation

By: _____
Name: Kevin R. Fitzgerald
Title: President

**ACKNOWLEDGMENT**

STATE OF California )
) SS:
COUNTY OF Los Angeles )

Before me a Notary Public in and for said County and State personally appeared Kevin R. Fitzgerald, as the President of KMC PRODUCTS, INC., a California corporation, who acknowledged the execution of the foregoing instrument on behalf of said corporation.

Witness my hand and Notarial Seal this 29 day of ~~October~~ Sept., 2005.

My Commission expires:
4-02-09

Signed: Tracy Kilger, Notary Public
Printed: Tracy Kilger

TRACY KILGER
Commission # 1566463
Notary Public - California
Riverside County
My Comm. Expires Apr 2, 2009

{00132402; 1; 8503-4}

Exhibit "A"

KMC Products, Inc.
Registered Trademarks

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

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| **RIMWEAR** | 25 | 4/11/02<br>76/393,755 | 7/19/05<br>2,971,344 | 7/19/10-7/19/11 |
| **"Circular Arrow" & design** | 12 | 8/6/04<br>78/463,361 | 7/19/05<br>2,970,764 | 7/19/10-7/19/11 |
| **LORENZO (& design)** | 25 | 2/6/02<br>76/367,804 | 8/16/05<br>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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# 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<br>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 |

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

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