

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
Weld Racing, Inc.		09/28/2006	CORPORATION: MISSOURI

RECEIVING PARTY DATA	
Name:	American Racing Equipment, Inc.
Street Address:	19067 South Reyes Avenue
City:	Rancho Dominguez
State/Country:	CALIFORNIA
Postal Code:	90221
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2797979	AUTOFOCUS
Registration Number:	2537153	ACCU-LOC
Registration Number:	2888343	EVO
Serial Number:	78622564	F3
Registration Number:	1872408	RODLITE
Serial Number:	78622546	SPORT FORGED
Registration Number:	2714419	STONECRUSHER
Registration Number:	2226933	WELD EVO
Registration Number:	2000079	WELD RACING
Registration Number:	2008430	WELD RACING
Registration Number:	2003222	WELD RACING
Serial Number:	78889982	WELDIUM
Registration Number:	2166255	WELDWHEELS
Registration Number:	2086419	WELDWHEELS

CH \$365.00 2797979

CORRESPONDENCE DATA

Fax Number: (310)500-3501
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 310.500.3565
Email: maversano@linerlaw.com
Correspondent Name: Mary B. Aversano
Address Line 1: 1100 Glendon Avenue, 14th Floor
Address Line 2: Liner Yankelevitz Sunshine & Regenstrief
Address Line 4: Los Angeles, CALIFORNIA 90024

ATTORNEY DOCKET NUMBER:	38535.004
NAME OF SUBMITTER:	Mary B. Aversano
Signature:	/marybaversano/
Date:	10/31/2006

Total Attachments: 12
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of September ____, 2006 by and among American Racing Equipment, Inc. or its designees ("Assignee") and Weld Wheel Industries, Inc., Weld Racing, Inc. and Weld Distribution, Inc. (each, an "Assignor" and collectively, "Assignors"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

RECITALS

WHEREAS, an Assignor is the registrant of record and owner of each of the Internet domain names (together with the goodwill associated with the foregoing) set forth on Schedule A hereto and the domain name registrations therefor (the "Domain Names");

WHEREAS, the Assignors own certain copyrights, copyright registrations, copyright applications and renewals or extensions thereof as set forth on Schedule B hereto (the "Copyrights");

WHEREAS, (i) certain of the Assignors own the trademarks, trademark registrations and trademark applications (together with the goodwill associated with the foregoing) set forth on Schedule C hereto (the "Registered Trademarks") and (ii) the Assignors may own certain unregistered trademarks and registered or unregistered service marks, trade names, designs, logos, brand names, certification marks, trade dress, other similar designations of source or origin and general intangibles of like nature (together with the goodwill associated with the foregoing) (the "Unidentified Marks"). The Registered Trademarks, together with the Unidentified Marks, are collectively referred to herein as the "Assigned Trademarks";

WHEREAS, (i) certain of the Assignors own the patents and patent applications set forth on Schedule D hereto (the "Patents") and (ii) the Assignors may own certain inventions, discoveries, trade secrets, know-how, rights in research and development, and commercially practiced processes and inventions, whether patentable or not (the "Know-How"). The Domain Names, Copyrights, Assigned Trademarks, Patents and the Know-How are collectively referred to herein as the "Purchased Intellectual Property";

WHEREAS, Assignee and Assignors have entered into that certain Asset Purchase Agreement dated as of August 17, 2006, as amended and restated as of September 28, 2006 (the "Purchase Agreement") pursuant to which Assignor has agreed to purchase and acquire the Acquired Assets from Assignors, including all of each Assignor's right, title and interest in and to the Purchased Intellectual Property; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Each Assignor hereby assigns to the Assignee all of such Assignor's right, title and interest in and to the Purchased Intellectual Property, including all rights therein provided by international conventions and treaties, and the right to sue for past infringement of the foregoing.

2. Patent Applications. Each Assignor that holds the patent applications set forth on Schedule D hereto hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any official of any other country or countries whose duty is to issue patents or other evidence or forms of intellectual or industrial property protection on the aforesaid patent applications, to issue the same to the Assignee, its successors and assigns, in accordance with the terms of this Assignment.

3. Further Assurances. Each party hereto shall timely execute and deliver any additional documents and instruments and shall do any and all such other things as may be reasonably required by the parties or their counsel to consummate or otherwise implement the assignment of the Purchased Intellectual Property contemplated by this Assignment. Without limiting the generality of the foregoing, each Assignor shall execute and deliver such additional documents and instruments as may be required to permit the Assignee to record and perfect the interest of the Assignee in and to the Purchased Intellectual Property. With respect to the Domain Names, the foregoing sentence shall include, without limitation, (i) executing the applicable registrant name change agreement, as required by the applicable internet domain name registrar (each, a "Registering Authority") for each Domain Name owned by such Assignor, (ii) filing such registrant name change agreements with the applicable Registering Authorities in accordance with the policies and procedures of such Registering Authorities, and (iii) taking any further actions in accordance with the policies and procedures of the applicable Registering Authorities, in each case, as required to transfer such Domain Names to the Assignee.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to the conflicts of law rules of such state.


5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective upon the Closing under the Purchase Agreement, it being understood that all parties need not sign the same counterpart.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

PURCHASER:

**AMERICAN RACING EQUIPMENT,
INC.**

By: 
Name: Eva M. Kalawski
Title: Vice President & Secretary

ASSIGNORS:

WELD WHEEL INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

WELD RACING, INC.

By: _____
Name: _____
Title: _____

WELD DISTRIBUTION, INC.

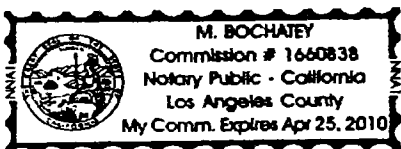
By: _____
Name: _____
Title: _____

{Signature Page to Patent and Intellectual Property Assignment}

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

I, M. BOCHATEY, a Notary Public in and for the State and County aforesaid, hereby certify that Eva M. Kowalski whose name as Vice President ^{and Secretary} of American Racing Equipment, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, ~~he~~she, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal this 28 day of September, 2006.



M. Bochatey
Notary Public

My Commission Expires: April 25, 2010

STATE OF MISSOURI)
)SS.:
COUNTY OF JACKSON)

I, _____, a Notary Public in and for the State and County aforesaid, hereby certify that Taylor Weld whose name as President of Weld Wheel Industries, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal this ____ day of September, 2006.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

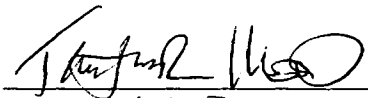
PURCHASER:

**AMERICAN RACING EQUIPMENT,
INC.**

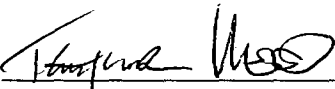
By: _____
Name:
Title:

ASSIGNORS:

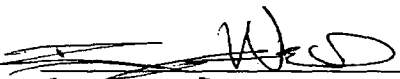
WELD WHEEL INDUSTRIES, INC.

By: 
Name: TAYLOR WELD
Title: CEO

WELD RACING, INC.

By: 
Name: TAYLOR WELD
Title: VP

WELD DISTRIBUTION, INC.

By: 
Name: BROCK WELD
Title: PRESIDENT

[Signature page to Patent and Intellectual Property Assignment]

STATE OF)
)SS.:
COUNTY OF)

I, _____, a Notary Public in and for the State and County aforesaid, hereby certify that _____ whose name as _____ of American Racing Equipment, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal this ____ day of September, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSOURI)
)SS.:
COUNTY OF JACKSON)

I, Karlene Papen, a Notary Public in and for the State and County aforesaid, hereby certify that Taylor Weld whose name as President of Weld Wheel Industries, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal this ____ day of September, 2006.



Notary Public

My Commission Expires:

Karlene Papen
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: Aug. 8, 2010
Commission # 06394950

STATE OF MISSOURI)
)SS.:
COUNTY OF JACKSON)

I, Karlene Papen, a Notary Public in and for the State and County aforesaid, hereby certify that Richard G. Weld whose name as President of Weld Racing, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal this ____ day of September, 2006.

Karlene Papen
Notary Public

My Commission Expires:

Karlene Papen
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: Aug. 8, 2010
Commission # 06394950

STATE OF MISSOURI)
)SS.:
COUNTY OF JACKSON)

I, Karlene Papen, a Notary Public in and for the State and County aforesaid, hereby certify that Brock Weld whose name as President of Weld Distribution, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal this ____ day of September, 2006.

Karlene Papen
Notary Public

My Commission Expires:

Karlene Papen
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: Aug. 8, 2010
Commission # 06394950

SCHEDULE A

Domain Names:

www.autofocus.biz
www.autofocus.com
www.autofocus.tv
www.bcforged.com
www.cragar.biz
www.cragarforgedalloys.com
www.e3forged.com
www.e3wheel.com
www.ethreeconcept.com
www.ethreeforged.com
www.ethreewheels.com
www.forgedweldium.com
www.forgedwheel.com
www.procrusher.com
www.weldamerica.com
www.welddist.com
www.welde3.com
www.weldevo.biz
www.weldevo.com
www.weldevo.info
www.weldevo.net
www.weldevo.tv
www.weldevo.us
www.weldevomotorcycle.com
www.weldistribution.com
www.weldium.com
www.weldmotorcycle.biz
www.weldmotorcycle.com
www.weldmotorsports.com
www.weldmotorsports.info
www.weldmotorsports.net
www.weldmotorsports.tv
www.weldmotorsports.us
www.weldpressreleases.com
www.weldracing.com
www.weldracing.net
www.weldracing.us
www.weldracingmotorcycle.com
www.weldracingpress.com
www.weldwest.com
www.weldwheel.com
www.weldwheelind.com

Schedule A

www.weldwheels.com
www.weldwheelsdirect.com
www.wheelsamerica.us
www.wheelsusa.us

Schedule A

TRADEMARK
REEL: 003418 FRAME: 0624


SCHEDULE B

None

Schedule B

SCHEDULE C

Trademarks and Service Marks:

Mark	International Class	Application/Registration No.	Filing/Registration Date
Accu-Loc	12	2,537,153	2/5/2002
Autofocus	35	2,797,979	12/23/2003
E3	12	78/608,258	4/13/2005
E3	12	78/620,933	5/2/2005
EVO	12	2,888,343	9/28/2004
F3	12	78/622,564	5/4/2005
Rodlite	12	1,872,408	1/10/1995
Sport Forged	12	78/622,546	5/4/2005
Stonecrusher	12	2,714,419	5/6/2003
Weld Evo	12	2,226,933	3/2/1999
Weld Racing	25	2,000,079	9/10/1996
Weld Racing	12	2,008,430	10/15/1996
Weld Racing Design 	42	2,003,222	9/24/1996
Weldium	12	78/889,982	5/23/2006
Weldwheels	12	2,166,255	6/16/1998
Weldwheels	42	2,086,419	8/5/1997

Trade Names:

RODLITE
WELD EVO
WELD RACING

SCHEDULE D

Patents:

Description	Application/Registration No.	Issue Date	Expiration Date
Automotive Wheel Front Face	D502,678	3/8/2005	3/8/2019
Automotive Wheel Front Face	D502,438	3/1/2005	3/1/2019
Automotive Wheel Front Face	D502,135	2/22/2005	2/22/2019
Automotive Wheel Front Face	D501,815	2/15/2005	2/15/2019
Automotive Wheel Front Face	D501,814	2/15/2005	2/15/2019
Cone head Lug Nut	D427,511	7/4/2000	7/4/2014
Vehicle Wheel Front Face	D399,812	10/20/1998	10/20/2013
Vehicle Wheel Front Face	D388,759	1/16/1998	1/16/2013
Vehicle Wheel Front Face	D361,975	9/5/1995	9/5/2009
Vehicle Wheel Front Face	D361,547	8/22/1995	8/22/2009
Vehicle Wheel	D361,546	8/22/1995	8/22/2009

Schedule D