

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Taylor J. Weld		09/07/2007	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WHEEL PROS, INC.		
<b>Street Address:</b>	44 UNION BLVD., SUITE 620		
<b>City:</b>	LAKEWOOD		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80228		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77024463	GT RACING WHEELS, NAMELY AUTOMOTIVE WHEELS	
<b>Serial Number:</b>	77200203	TAYLOR WELD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)864-9017		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215.864.8263		
<b>Email:</b>	larsont@ballardspahr.com		
<b>Correspondent Name:</b>	Troy E. Larson		
<b>Address Line 1:</b>	Ballard Spahr Andrews & Ingersoll, LLP		
<b>Address Line 2:</b>	1735 Market Street, 51st Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-7599		
<b>ATTORNEY DOCKET NUMBER:</b>	082739		
<b>NAME OF SUBMITTER:</b>	Troy E. Larson		
<b>Signature:</b>	/Troy E. Larson/		

CH \$65.00 77024463

Date:

09/11/2007

**Total Attachments: 3**

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**ASSIGNMENT AND ASSUMPTION OF  
INTELLECTUAL PROPERTY AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is dated as of September 1, 2007 (the "Effective Date") by and between TAYLOR WELD, an individual ("Assignor"), and WHEEL PROS, INC., a Delaware corporation ("Assignee").

**WITNESSETH:**

WHEREAS, Assignor and Assignee have executed and delivered a Purchase Agreement dated as of the Effective Date (the "Purchase Agreement") pursuant to which, among other things, Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, certain assets of Assignor relating to the Seller Business (as defined in the Purchase Agreement) and to enter into certain other arrangements;

WHEREAS, Assignor has adopted, used, currently is using, and is the owner of all right, title and interest in and to the Intellectual Property (as defined in the Purchase Agreement), including, but not limited to, that set forth on Exhibit A of the Purchase Agreement, which is incorporated herein by reference; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignee and Assignor desire that all of Assignor's right, title and interest in and to the Intellectual Property be assigned and transferred to Assignee.

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 parties hereto agree as follows:

1. Assignment of Intellectual Property Rights.

1.1 Assignment. Assignor hereby assigns, sells, conveys, delivers and transfers to Assignee all of his legal or beneficial right, title and interest in and to any and all Intellectual Property, together with the goodwill of the Seller 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, and for the use and benefit of its successors, assigns and legal representatives.

1.2 Further Assurances.

(a) Assignor hereby agrees to execute all appropriate, necessary and customary forms and use his best efforts to assist Assignee, at Assignee's request from time to time (the reasonable cost and expense of which shall be paid by Assignee unless such action results from a breach of the Purchase Agreement or this Agreement by Assignor), to secure the rights assigned hereby and to obtain and/or transfer copyright, trademark or service mark and patent registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights. Assignor will transfer all files and papers relating to such applications and registrations to Assignee within ten (10) business days of the execution of this Agreement.

(b) Assignor agrees to provide the appropriate authorizations to, and to execute the appropriate forms for, the applicable registration organization, or to Assignee if appropriate, and will use

IN WITNESS WHEREOF, Assignee and Assignor have each caused this Assignment and Assumption of Intellectual Property Agreement to be duly executed as of the date set forth above by their duly authorized representatives.

WHEEL PROS, INC., a Delaware corporation

By: *Randall E. White*  
 Name: Randall E. White  
 Title: President

*Taylor Weld*  
 Taylor Weld, Individually

**ACKNOWLEDGMENTS**

STATE OF *Colorado* )  
 ) ss:  
 COUNTY OF *Jefferson* )

Before me a Notary Public in and for said County and State personally appeared Randall E. White, as the President of Wheel Pros, Inc., a Delaware corporation, who acknowledged the execution of the foregoing instrument on behalf of said corporation.

Witness my hand and Notarial Seal this 10 day of September, 2007.

My Commission expires: June 28, 2008

(SEAL)

*[Signature]*  
 Notary Public

STATE OF *Missouri* )  
 ) ss:  
 COUNTY OF *Clay* )

Before me a Notary Public in and for said County and State personally appeared Taylor Weld, Individually, who acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal this 7<sup>th</sup> day of September, 2007.

My Commission expires: \_\_\_\_\_

(SEAL)

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

*Karlene Papen*  
 Notary Public

**EXHIBIT A**

**FEDERAL TRADEMARK REGISTRATION AND APPLICATION**

<u>Mark</u>	<u>Serial No.</u>	<u>File Date</u>
G T Racing Wheels	77/024463	10/18/2006
Taylor Weld	77/200203	06/07/2007

**DOMAIN NAMES:**

Domain names registered at godaddy.com

gtracingwheel.com  
gtracingwheel.net  
gtracingwheel.org  
gtracingwheels.com  
gtracingwheels.net  
gtracingwheels.org  
tjweld.com  
tjweld.net  
tjweld.org

Domain names registered at hostcentric.com (tucows)

taylorweld.com  
taylorweld.net  
taylorweld.org  
taylorweldengineering.com  
taylorweldengineering.net  
taylorweldengineering.org