

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
Davin, Inc.		11/29/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Mobile Hi-Tech Wheels		
Street Address:	12300 Industry Street		
City:	Garden Grove		
State/Country:	CALIFORNIA		
Postal Code:	92841		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2615143	DAVIN	
Registration Number:	2612578	DA	
Registration Number:	2634899	DAVINWHEELCO.	
Registration Number:	2969919	DAVIN	
Registration Number:	2896294	STREETSPIN BY DAVIN	
Registration Number:	2964659	REVOLUTION DAVINWHEELCOMPANY	
CORRESPONDENCE DATA			
Fax Number:	(818)827-9099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(818) 827-9000		
Email:	mhicks@ebg-law.com		
Correspondent Name:	Michael W. Hicks		
Address Line 1:	21650 Oxnard Street, Suite 500		
Address Line 4:	Woodland Hills, CALIFORNIA 91367		
NAME OF SUBMITTER:	Michael W. Hicks		

OP \$165.00 2615143

Signature:

/Michael W. Hicks/

Date:

03/25/2008

Total Attachments: 11

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TRADEMARK ASSIGNMENT AND CONSENT TO REGISTRATION

WHEREAS, pursuant to an Order Granting Receiver's Motion to Sell Intellectual Property Rights by Private Sale Free and Clear of Liens and Encumbrances entered on November 29, 2007, in P.M. No. 07-4813, in the Superior Court for the State of Rhode Island, in Providence, Rhode Island, a copy of which is attached as Exhibit "A" (the "Order"), MATTHEW J. MCGOWAN, RECEIVER FOR DAVIN, INC., a Delaware corporation ("DavIn"), having an address at 321 South Main Street, Providence, RI 02903 ("Assignor"), has agreed to assign certain trademark rights, including but not limited to the trademarks DAVIN, DAVINWHEELCO., STREETSPIN BY DAVIN, REVOLUTION DAVINWHEELCOMPANY, DAVIN (and design) and DA (and design), and including but not limited to the registrations set forth on Attachment 1 hereto and all common-law rights associated with such trademarks (collectively, the "Marks"), free and clear of all liens, claims and encumbrances, to MOBILE HI-TECH WHEELS, a California corporation ("Assignee"), having an address at 12300 Industry St., Garden Grove, CA 92841; and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Marks, and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor, as and to the extent provided in the Order, does hereby irrevocably assign unto Assignee all right, title and interest in and to the Marks, together with that portion of Assignor's business and business activities relating to such Marks and the goodwill appurtenant thereto, and all rights to sue for infringement of the Marks arising subsequent to the date of this Assignment, free and clear of all liens, claims and encumbrances.

This Assignment shall be binding upon and inure to the benefit of the parties hereto, and their heirs, legal representatives, successors and assigns, and may not be waived, changed, terminated or modified without the written and signed consent of both Assignor and Assignee.

Assignor consents to Assignee's use, registration and any attempts to register the Marks worldwide and hereby provides his specific consent as may be required by the U.S. Patent and Trademark Office as well as the Patent and Trademark Offices or comparable offices or authorities of other jurisdictions worldwide for Assignee to file and maintain one or more trademark applications which comprise or include one or more of the Marks, or any portion thereof, including without limitation the trademark "DAVIN", and variations thereof, whether in word, stylized or other form. Assignor agrees to execute and deliver any and all additional documents that Assignee or its counsel may reasonably request to effectuate the purposes of this Assignment, including without limitation registration of the Marks worldwide. In addition, contemporaneous with the execution of this Trademark Assignment, Assignor shall sign, acknowledge and deliver to Assignee a Power of Attorney in the form attached hereto as Attachment 2.

IN WITNESS WHEREOF, Assignor has executed this Assignment at Providence, Rhode Island, as of November 29, 2007.

ASSIGNOR

ASSIGNEE

MOBILE HI-TECH WHEELS, a California corporation

Matthew J. McGowan
MATTHEW J. MCGOWAN, RECEIVER
FOR DAVIN, INC.

By: *[Signature]*
Name: *A. S. [Signature]*

STATE OF RHODE ISLAND)
) SS:
COUNTY OF *Providence*)

I, *Jessica Padula*, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Matthew J. McGowan personally appeared before me this day in person, and acknowledged that he is the Receiver for Davin, Inc., a Delaware corporation, and that, in his capacity as Receiver for Davin, Inc., a Delaware corporation, he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this *1* day of *March*, 2008.

Jessica Padula
Notary Public

My Commission Expires:
1-16-2011

Attachment 1

List of U.S. Registered Trademarks

<u>Mark</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Registration No.</u>
DAVIN AND DESIGN	10/22/01	76328394	2615143
DA AND DESIGN	10/22/01	76328382	2612578
DAVINWHEELCO.	10/22/01	76328377	2634899
DAVIN	8/15/03	78288015	2969919
STREETSPIN BY DAVIN AND DESIGN	2/4/02	78106583	2896294
REVOLUTION ¹ DAVINWHEELCOMPANY (STYLIZED)	12/5/03	76565373	2964659

Attachment 2

IRREVOCABLE WORLDWIDE TRADEMARK POWER OF ATTORNEY

Matthew J. McGowan, Receiver for Davin, Inc., a Delaware corporation, with principal offices at 321 South Main Street, Providence, RI 02903 ("Grantor"), hereby revokes all previous powers of attorney related to the names and marks DAVIN, DAVINWHEELCO., STREETSPIN BY DAVIN, REVOLUTION DAVINWHEELCOMPANY, DAVIN (and design) and DA (and design), and appoints MOBILE HI-TECH WHEELS, a California corporation with principal offices at 12300 Industry St., Garden Grove, CA 92841 ("Appointee"), with full power of substitution and revocation vested in Appointee, to prepare and execute on Grantor's behalf any documents necessary or required by the U.S. Patent and Trademark Office and/or any Patent and Trademark Offices or similar offices or authorities in other jurisdictions, worldwide, in connection with and to demonstrate Grantor's consent to use, register, and/or attempt to register the marks DAVIN, DAVINWHEELCO., STREETSPIN BY DAVIN, REVOLUTION DAVINWHEELCOMPANY, DAVIN (and design) and DA (and design) by Appointee and its successors and assigns and Grantor's assignment of said marks to Appointee.

This Worldwide Trademark Power of Attorney shall be binding upon and inure to the benefit of the parties hereto, and their heirs, legal representatives, successors and assigns, and may not be waived, changed, terminated or modified without the written and signed agreement of both Grantor and Appointee.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney at Providence, Rhode Island, as of November 29, 2007.

CONSENT and POWER OF ATTORNEY GRANTOR

CONSENT GRANTEE AND POWER OF ATTORNEY APPOINTEE

MOBILE HI-TECH WHEELS, a California corporation

MATTHEW J. MCGOWAN, RECEIVER FOR DAVIN, INC.

By:

(Acknowledgments on following page)

STATE OF RHODE ISLAND)
) SS:
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Matthew J. McGowan personally appeared before me this day in person, and acknowledged that he is the duly-appointed Receiver for Davin, Inc., a Delaware corporation, and that, in his capacity as Receiver for Davin, Inc., a Delaware corporation, he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____, 20_____.

Notary Public

My Commission Expires:

STATE OF CALIFORNIA)
) SS:
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ personally appeared before me this day in person, and acknowledged that he is the _____ of Mobile Hi-Tech Wheels, a California corporation, and that, on behalf of Mobile Hi-Tech Wheels, a California corporation, he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____, 20_____.

Notary Public

My Commission Expires:

Henry Seemore, Jr., Ian Hardman
and David Fowikes

Plaintiffs,

vs.

P.M. No. 07-4813

Davin Wheels, Inc.

Defendant

and

vs.

P.M. No. 07-4814

The Rhegos Group, Inc.

Defendant

ORDER GRANTING RECEIVER'S MOTION TO SELL INTELLECTUAL PROPERTY RIGHTS BY PRIVATE SALE FREE AND CLEAR OF LIENS AND ENCUMBRANCES

The Receiver's Motion to Sell Intellectual Property Rights By Private Sale Free and Clear of Liens and Encumbrances (the "Sale Motion") having come before the Court for hearing on November 29, 2007, Justice Silverstein presiding, and following due notice thereof and the Receiver having invited competing bids for the assets to be sold, and upon consideration of the Sale Motion and the Receiver's representations to the Court, and for other good cause shown, it is hereby

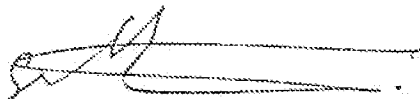
ORDERED, ADJUDGED and DECREED that:

- i. Such Motion be and hereby is granted and the Receiver is hereby authorized to sell the "Assets", as identified in the Sale Motion and in the attached Offer to Purchase, to Mobile Hi-Tech Wheels, a California corporation ("MHT") for ██████████ and otherwise pursuant

and subject to the terms of the such attached Offer to Purchase, free and clear of all liens, claims and encumbrances, with all such liens, claims and encumbrances to attach to the proceeds of such sale in the order in which they appear of record, or as otherwise provided by applicable law.

2. As provided in the Offer to Purchase, and as additional consideration for the payment of [REDACTED] by MHT, the Receiver is hereby authorized to provide a release to MHT of the "Claims" (as identified in the Offer to Purchase and Sale Motion) of the Receiver and/or of Davin, Inc. and/or of The Rhegos Group, Inc. against MHT contemporaneous with MHT paying the remainder of the [REDACTED] purchase price as set forth in the Offer to Purchase.

Enter:



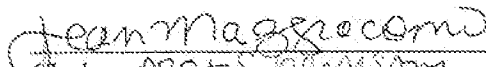
Justice Michael A. Silverstein

Associate Justice

Dated:

11/29/07

Per Order:


Clerk ASST SUPERVISOR
Dated: 11-29-07

OFFER TO PURCHASE

To: Matthew J. McGowan, Receiver for i) Davin, Inc. a/k/a Davin Wheels, Inc. (collectively, "Davin") and ii) The Rhegos Group, Inc. ("Rhegos") (the Receiver for Davin and Rhegos being referred to herein as the "Receiver")

Rhode Island Superior Court, Providence County (the "Court")
P.B. No. 07-4813 and P.M. No. 07-4814, respectively

1. The undersigned, Mobile Hi-Tech Wheels, a California corporation ("MHT"), does hereby offer to pay ██████████ (the "Purchase Price") for all of the Receiver's right, title and interest in and to all of Davin's and Rhegos' right, title and interest in and to, all of its and their patents, trademarks, copyrights, names and all other intellectual property rights, including in and to all rights, claims, interests and goodwill associated therewith, including, without limitation, all of the Receiver's right, title and interest in and to all of Davin's and Rhegos' right, title and interest in and to all of the patents, trademarks and copyrights listed in Exhibit A hereto (collectively the "Assets"), free and clear of all liens, claims and encumbrances, of every kind and description, and for the release of all claims, demands, actions, causes of action and liabilities which the Receiver, Davin and/or Rhegos has or may have against MHT, of every kind and description, whether known or unknown, and however arising, including, without limitation, any claims arising out of any licensing arrangement between Davin and MHT and any right to sue or otherwise pursue MHT with respect to any of such matters (collectively the "Claims").

2. The undersigned hereby encloses, or has previously furnished, a cashier's or certified check, or wire-transferred monies, in the amount of ██████████ as a deposit (the "Deposit") in connection with this Offer. It is understood that the Receiver will hold the Deposit in escrow in a non-interest bearing FDIC institution pending submission of this Offer to the Court.

3. The balance of the Purchase Price, ██████████ shall be paid by MHT to the Receiver through a cashier's or certified check, or by wire-transferred funds, upon the delivery of one or more bills of sale, assignments and/or other documents of conveyance ("Sale Documents") for the Assets to MHT (or its assignee or designee) and a release of the Claims ("Release"), in form and substance reasonably acceptable to MHT, and including, without limitation, trademark and patent assignments (prepared by MHT) suitable for recordation with the U.S. Patent and Trademark Office, as set forth below. Such money, Sale Documents and Release shall be delivered and exchanged on the "Closing Date", as defined below. At or promptly following the Closing Date, the Receiver shall provide to MHT the originals (where they exist and are within his possession or control) or copies of such documents, correspondence or other papers (as may exist and as are within the Receiver's possession or control) relating to or evidencing the Assets.

6. This agreement and the transfer(s) resulting from this Offer are made without any representations or warranties whatsoever, express or implied, by or from the Receiver or by any attorney or other agent or employee of or for the Receiver, including but not limited to, any representations or warranties concerning the quantity, quality, status, condition, or suitability of the Assets or any aspect of the Assets, with the Receiver selling, assigning and otherwise conveying the Assets strictly "where is" and "as is", and without recourse. Notwithstanding the foregoing, the Receiver hereby represents and warrants that he has not sold, assigned or transferred or agreed to sell, assign or transfer any of the Claims, and to his knowledge neither Davin nor Rhegos has sold, assigned or transferred or agreed to sell, assign or transfer any of the Claims.

8. This agreement fully and completely expresses the parties' agreement, and all understandings and agreements heretofore had between the parties, if any, are extinguished and of

no force and effect except to the extent such are expressly set forth herein. This agreement is entered into after full investigation by MHT of the Assets, and no reliance is made by MHT upon any statements or representations, oral, written, or otherwise, made by the Receiver and/or any agents, employees or attorneys for the Receiver, not embodied in this agreement.

Mobile Hi-Tech Wheels, a California corporation, as Offeror

By: *A. S. Ciocattis*

Print Name & Title: *A. S. Ciocattis*
Vice President

Address: *12300 Industry Street*
Garden Grove, Ca. 92641

Phone No.: *714-228-7460*

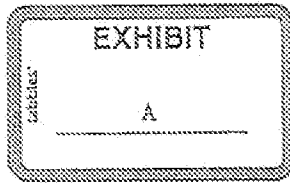
Fax No.: *714-228-7465*

ACCEPTED SUBJECT TO
CONDITIONS SPECIFIED HEREIN:

M. J. McEwan, Receiver

Matthew J. McEwan, as and only as
Receiver of Davin, Inc. a/k/a Davin Wheels, Inc. and
The Rhegos Group, Inc., and not individually

Dated: November __, 2007



<u>Mark</u>	<u>Serial/Registration No.</u> (if applicable)	<u>Class</u>
DAVIN and design	2,615,143	12
DA and design	2,612,578	12
DAVINWHEELCO,	2,634,899	12
DAVIN	2,969,919	12
DAVIN	78/288,018	16, 20, 21, 25, 27
DAVIN	78/977,734	25
STREETSPIN BY DAVIN and design	2,896,294	12
REVOLUTION DAVINWHEELCOMPANY	2,964,659	12
STREETSPIN	N/A	N/A
UNO	N/A	N/A
BLAK	N/A	N/A
REVOLUTION	N/A	N/A