

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks (For Lien Recorded June 10, 2008 at Reel 3792 Frame 0873)

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Capital Finance, LLC as successor in interest to Wells Fargo Foothill, LLC, as Administrative Agent		08/05/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wheel Pros, LLC, as successor in interest to Wheel Pros, Inc.
<b>Street Address:</b>	360 North Crescent Drive
<b>Internal Address:</b>	South Building
<b>City:</b>	Beverly Hills
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90210
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 42**

Property Type	Number	Word Mark
Registration Number:	3803502	BLACK MAGIC FINISH
Registration Number:	3618051	MAXX
Registration Number:	3563425	VENTI PLUS
Registration Number:	3563424	VENTI PLUS V+
Registration Number:	3514704	CUSTOM WHEEL COLLECTION
Registration Number:	3391288	DIAMO
Registration Number:	3388559	VENTI
Registration Number:	3345065	XD SERIES
Registration Number:	3325673	BUZZ
Registration Number:	3271590	VENTI
Registration Number:	3234295	KMC

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Registration Number:	3191617	WHEEL PROS
Registration Number:	3182731	KMC BUZZ
Registration Number:	3177896	
Registration Number:	3177834	XD SERIES
Registration Number:	3160036	CUSTOM RIMS BY KMC
Registration Number:	3151794	
Registration Number:	3151790	SPINTEK
Registration Number:	3151693	SPINTEK
Registration Number:	3149557	SR KMC RACING
Registration Number:	3108761	MOTO METAL
Registration Number:	3069340	LIKE NO OTHER
Registration Number:	3031606	XD SERIES
Registration Number:	3027219	SR KMC RACING
Registration Number:	3027059	KMC
Registration Number:	2985749	LORENZO
Registration Number:	2982057	OFFENDING SINCE 1982
Registration Number:	2981358	SUPERLIP
Registration Number:	2977488	VOLT RACING
Registration Number:	2971344	RIMWEAR
Registration Number:	2913759	SUPERLIP
Registration Number:	2824829	HELO
Registration Number:	2731970	LORENZO
Registration Number:	2496358	ATA
Registration Number:	2475230	H HELO
Registration Number:	2469809	QT
Registration Number:	2427948	A
Registration Number:	2377090	ALBA
Registration Number:	2159534	LIKE NO OTHER
Serial Number:	77282100	STYLING PROS
Serial Number:	78513133	ROCKSTAR BY KMC
Serial Number:	78513120	ROCKSTAR BY KMC

**CORRESPONDENCE DATA**

Fax Number: (919)416-8328

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

Phone: 9192868041

**TRADEMARK**  
**REEL: 004600 FRAME: 0484**

Email: pto\_tmconfirmation@mvalaw.com  
Correspondent Name: Moore & Van Allen PLLC  
Address Line 1: 430 Davis Drive  
Address Line 2: Suite 500  
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	020445-032 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	08/09/2011

**Total Attachments: 4**

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**  
(For Lien Recorded June 10, 2008 at Reel 3792 Frame 0873)

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of August 5, 2011 ("Release"), is made by WELLS FARGO CAPITAL FINANCE, LLC, as successor in interest to WELLS FARGO FOOTHILL, LLC, in its capacity as administrative agent for the Lender Group (together with its successors, "Agent") in favor of WHEEL PROS, LLC, a Delaware limited liability company, as successor in interest to WHEEL PROS, INC., a Delaware corporation ("Grantor").

**WHEREAS**, pursuant to that certain Credit Agreement dated as of March 31, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among WHEEL PROS, LLC, a Delaware limited liability company, as successor in interest to Wheel Pros, Inc., a Delaware corporation ("Borrower"), certain subsidiaries of Borrower who have since been merged into Borrower, the lenders party thereto ("Lenders"), and Agent, the Lender Group made certain financial accommodations available to the Borrower pursuant to the terms and conditions thereof and upon the condition, among others, that Grantor executed and delivered to Agent, for the benefit of the Lender Group, that certain Security Agreement dated as of March 31, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

**WHEREAS**, pursuant to the Security Agreement, Grantor was required to execute and deliver to Agent, for the benefit of the Lender Group, that certain Trademark Security Agreement dated as of March 31, 2008 ("Trademark Security Agreement"); and

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on June 10, 2008 at Reel 3792 Frame 0873.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent (for itself and on behalf of the Lender Group) and Grantor (the "parties") agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, Credit Agreement, or Trademark Security Agreement.

**SECTION 2. Termination and Release.** The Agent, for itself and on behalf of the Lenders, hereby terminates and releases, without any recourse, representation, or warranty, any and all interest it may have in and to (including the lien on and security interest in and to the right, title, and interest in, to, and under) the Trademark Collateral, including the Trademark Collateral listed on Schedule A attached hereto arising from the Trademark Security Agreement.

IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

WELLS FARGO CAPITAL FINANCE, LLC,  
as successor in interest to WELLS FARGO FOOTHILL,  
LLC, as Agent

By: 

Name: Amy Newman

Title: Vice President

[Signature page to Termination and Release of Security Interest in Trademarks]

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**Schedule A**

**U.S. Trademarks Subject to Security Interest  
Granted by Wheel Pros, Inc.  
In Favor of Wells Fargo Foothill, LLC  
Recorded June 10, 2008 at Reel 3792 Frame 0873**

**Registered Marks**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
BLACK MAGIC FINISH	3803502	06/15/10
MAXX	3618051	05/12/09
VENTI PLUS	3563425	01/20/09
VENTI PLUS V+ and Design	3563424	01/20/09
CUSTOM WHEEL COLLECTION and Design	3514704	10/14/08
DIAMO	3391288	03/04/08
VENTI	3388559	02/26/08
XD SERIES	3345065	11/27/07
BUZZ	3325673	10/30/07
VENTI	3271590	07/31/07
KMC	3234295	04/24/07
WHEEL PROS	3191617	01/02/07
KMC BUZZ	3182731	12/12/06
Design only	3177896	11/28/06
XD SERIES	3177834	11/28/06
CUSTOM RIMS BY KMC	3160036	10/17/06
Design only	3151794	10/03/06
SPINTEK	3151790	10/03/06
SPINTEK	3151693	10/03/06
SR KMC RACING	3149557	09/26/06
MOTO METAL	3108761	06/27/06
LIKE NO OTHER	3069340	03/14/06
XD SERIES	3031606	12/20/05
SR KMC RACING	3027219	12/13/05
KMC	3027059	12/13/05
LORENZO and Design	2985749	08/16/05
OFFENDING SINCE 1982	2982057	08/02/05
SUPERLIP	2981358	08/02/05
VOLT RACING	2977488	07/26/05
RIMWEAR	2971344	07/19/05
SUPERLIP	2913759	12/21/04
HELO	2824829	03/23/04
LORENZO	2731970	07/01/03
ATA and Design	2496358	10/09/01
H HELO and Design	2475230	08/07/01
QT	2469809	07/17/01
A	2427948	02/13/01
ALBA	2377090	08/15/00
LIKE NO OTHER	2159534	05/19/98

**Pending Applications**

<b>Mark</b>	<b>Application No.</b>	<b>Filing Date</b>
STYLING PROS	77282100	09/18/07
ROCKSTAR BY KMC	78513133	11/08/04
ROCKSTAR BY KMC	78513120	11/08/04

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