

**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 July 21, 2008 at Reel 3819 Frame 0832)

**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 KMC Acquisition, LLC, as successor in interest to KMC Acquisition Corp.
<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: 2**

Property Type	Number	Word Mark
Registration Number:	3010893	KMC
Registration Number:	2970764	

**CORRESPONDENCE DATA**

**Fax Number:** (919)416-8328  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 9192868041  
**Email:** pto\_tmconfirmation@mvalaw.com  
**Correspondent Name:** Moore & Van Allen PLLC  
**Address Line 1:** 430 Davis Drive  
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OP \$65.00 3010893

ATTORNEY DOCKET NUMBER:	020445-032 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	08/09/2011
Total Attachments: 3 source=Term - TMS Wheel Pros 0832#page1.tif source=Term - TMS Wheel Pros 0832#page2.tif source=Term - TMS Wheel Pros 0832#page3.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**  
(For Lien Recorded July 21, 2008 at Reel 3819 Frame 0832)

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 KMC ACQUISITION, LLC, a Delaware limited liability company, as successor in interest to KMC ACQUISITION CORP., a Delaware corporation ("Grantor").

**WHEREAS**, pursuant to that certain Standby Credit Agreement dated as of June 2, 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 June 2, 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 June 2, 2008 ("Trademark Security Agreement"); and

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on July 21, 2008 at Reel 3819 Frame 0832.

**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 KMC Acquisition Corp.  
In Favor of Wells Fargo Foothill, LLC  
Recorded July 21, 2008 at Reel 3819 Frame 0832**

**Registered Marks**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
<b>KMC</b>	<b>3010893</b>	<b>11/01/05</b>
<b>Design only</b>	<b>2970764</b>	<b>07/19/05</b>

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