

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM312271

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chase Capital Corporation		06/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wheel Pros, LLC		
Street Address:	5347 S. Valentia Way		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3177896		
Registration Number:	3027059	KMC	
Serial Number:	78513133	ROCKSTAR BY KMC	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	37869-196-RFS		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	07/29/2014		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of June ~~30~~³⁰, 2014 ("Release"), is made by Chase Capital Corporation, as Collateral Agent ("Collateral Agent") in favor of Wheel Pros, LLC, a Delaware limited liability company ("Grantor").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of August 5, 2011 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligors party thereto and the Collateral Agent, each Obligor granted to the Collateral Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in any and all right, title and interest of such Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Collateral Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of August 5, 2011 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on August 9, 2011 at Reel 4600 Frame 0350.

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, Collateral Agent, on behalf of the Secured Parties, and Grantor agree as follows:

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

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the security interest granted by Grantor in favor of Collateral Agent under the Security Agreement in and to all of Grantor's right, title, and interest in, to, and under all of Grantor's Trademarks and Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto; and

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

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

Collateral Agent:

Chase Capital Corporation, as Collateral Agent

By: W.E. Williams
Name: W.E. Williams
Title: CEO

Schedule A**Wheel Pros, LLC
(Delaware LLC)****U.S. Trademarks****Trademark Registrations**

Mark	Reg. No.	Reg. Date
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 KMCRACING	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
KMC	3010893	11/01/05
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
Design only	2970764	07/19/05
RIMWEAR	2971344	07/19/05
SUPERLIP	2913759	12/21/04
HELO	2824829	03/23/04
LORENZO	2731970	07/01/03
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
AMERICAN RACING	3243101	05/15/07

DRIVE GEAR	3080913	04/11/06
AMERICAN RACING PERFORM	3437622	05/27/08
ATX SERIES	3115078	07/11/06
ATX	3432583	05/20/08
ANSEN	3080975	04/11/06
MOTEGI	3042571	01/10/06
RIAX	2940880	04/12/05
Design only	2805037	01/13/04
Design only	2877160	08/24/04
AMERICAN RACING PRO SERIES	3605387	04/14/09
CARFIGURATOR	3552753	12/30/08
M and Design	3483366	08/12/08
MOTEGI RACING	3928784	03/08/11
ATX SERIES	3587691	03/10/09
TORQ THRUST	3841858	08/31/10
Design only	2781121	11/11/03
MOTEGI RACING	2610348	08/20/02
TORQ THRUST	2433240	03/06/01
TORQ-THRUST II	2508336	11/20/01
AMERICAN RACING CUSTOM WHEELS and Design	2918292	01/18/05
AR AMERICAN RACING and Design	2435511	03/13/01
TORQ-THRUST "D"	1985148	07/09/96
ARE	1986617	07/16/96
AMERICAN RACING and Design	2001979	09/17/96
AMERICAN RACING and Design	1113095	02/13/79
AMERICAN RACING	1147598	02/24/81
AMERICAN RACING EQUIPMENT and Design	0863444	01/14/69
AMERICAN and Design	0868913	05/06/69

Trademark Applications

Mark	Appl. No.	Filing Date
IN THRUST WE TRUST	85249345	02/23/11
ROCKSTAR	85223049	01/21/11
STYLING PROS	77282100	09/18/07
ROCKSTAR BY KMC	78513133	11/08/04
ROCKSTAR BY KMC	78513120	11/08/04
AMERICAN RACING PERFORM and Design	78937962	07/26/06
AMERICAN RACING PERFORM and Design	78937948	07/26/06
Design only	78937929	07/26/06
AR and Design	78937924	07/26/06
AR AMERICAN RACING and Design	78937899	07/26/06