

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326635

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Asanti Wheel Corp.		12/04/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wheel Pros, LLC		
Street Address:	5347 S. Valentia Way		
City:	Greenwood		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3753166	MODULAR SOCIETY	
Registration Number:	4006407	UNEQUALED LUXURY	
Registration Number:	4042322	THE ULTIMATE COLLECTION OF LUXURY CUSTOM	
Registration Number:	3710322	M	
Registration Number:	3231710	ASANTI	
Registration Number:	3967213	ASANTI	
Registration Number:	3955945	ASANTI	
Registration Number:	3192297	EFT	
Registration Number:	3215097	EXTENDED FLANGE TECHNOLOGY	
Serial Number:	85889762	DIAMOND PERFORMANCE RACING	
Registration Number:	4440226	DPR	
Registration Number:	4440228	DPR	
Serial Number:	85938753	DPR OFFROAD	
Serial Number:	85938783	ADVENTUS FORGED	
Serial Number:	85960032	ASANTI BLACK LABEL	
Serial Number:	86351212	DIAMOND PRECISION RACING	
Serial Number:	86426084	SKY'S NOT THE LIMIT IT'S JUST THE VIEW	
CORRESPONDENCE DATA			
Fax Number:	6124927077		

OP \$440.00 3753166

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.

Email: ip@fredlaw.com, rgin@fredlaw.com
Correspondent Name: David C. West
Address Line 1: 200 South Sixth Street
Address Line 2: Suite 4000
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	72341.2
NAME OF SUBMITTER:	David C. West
SIGNATURE:	/David C. West/
DATE SIGNED:	12/18/2014

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of December 4, 2014 (this "Assignment") between Asanti Wheel Corp., a California corporation ("Asanti"), Adventus Racing Corporation, a California corporation ("ARC") (Asanti and ARC collectively, the "Assignors") and Wheel Pros, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, pursuant to that certain Asset Purchase and Contribution Agreement by and among Assignors and others (collectively, "Sellers"), Wheel Pros Holdings, LLC, a Delaware limited liability company, and Assignee, dated as of the date hereof (the "Purchase Agreement"), and subject to the terms and conditions of the Purchase Agreement, Sellers agreed to sell, convey, assign, transfer and deliver or cause to be sold, conveyed, assigned, transferred and delivered, and Assignee agreed to purchase, acquire and accept, all of the right, title and interest of the Assignors in and to: (i) the U.S. trademark registrations and applications set forth in Schedule 1 hereto, together with all goodwill associated therewith, (ii) the non-U.S. trademark registrations and applications set forth in Schedule 2 hereto, together with all goodwill associated therewith, (iii) the U.S. patents and patent applications set forth in Schedule 3 hereto, (iv) the non-U.S. patents and patent applications set forth in Schedule 4 hereto and (v) all other Seller's Intellectual Property (as defined in the Purchase Agreement) (collectively, the "Assigned IP Rights");

WHEREAS, in accordance with the Purchase Agreement, Assignors wish to sell, convey, assign, transfer and deliver all of Assignors' right, title and interest in and to the Assigned IP Rights, and Assignee wishes to purchase, acquire and accept all of Assignors' right, title and interest in and to the Assigned IP Rights;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Any term used herein but not otherwise defined herein shall be defined as set forth in the Purchase Agreement.
2. Assignment. Each Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations, all of each Assignor's right, title and interest in and to the Assigned IP Rights, as fully and entirely as the same would have been held and enjoyed by each Assignor had this Assignment not been made, including (i) any and all rights of priority thereto and renewals thereof, as may now or hereafter be granted to it by law, (ii) all income, royalties or payments now or hereafter due or payable with respect thereto and (iii) any and all rights corresponding thereto throughout the world, including rights, interests, claims and demands recoverable in law or equity that each Assignor has or may have in profits and damages for past, present and future infringements of such Intellectual Property, including the right to compromise, sue for and collect such profits and damages, and Assignee does hereby accept assignment of the Assigned IP Rights from Assignors.

3. Recordation. This Assignment has been executed and delivered by each Assignor with the intention of recording the assignment herein with the U.S. Patent and Trademark Office and similar Governmental Entities throughout the world, and Assignee shall have the right to record this Assignment with any applicable Governmental Entity so as to perfect its ownership of the Assigned IP Rights.

4. Further Assurances. From and after the Closing Date, and from time to time at the request of Assignee, each Assignor shall, without further consideration, execute and deliver or procure the execution and delivery of such instruments of transfer, conveyance, assignment and assumption, and, at Assignee's expense, take such other action as may reasonably be necessary, to confirm and assure the rights and obligations provided for in this Assignment (and in the Purchase Agreement with respect to this Assignment), or to give effect to the transactions contemplated by this Assignment (and by the Purchase Agreement with respect to this Assignment).

5. Purchase Agreement. This Assignment shall not enlarge, restrict or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release of any of the terms of the Purchase Agreement, including the representations, warranties, covenants and agreements set forth in the Purchase Agreement. In the event of any conflict between the provisions of this Assignment, on the one hand, and the provisions of the Purchase Agreement, on the other hand, the provisions of the Purchase Agreement shall control.

6. Assignment. This Assignment shall be binding upon, and inure to the benefit of and be enforceable by, the parties and their respective successors and permitted assigns.

7. No Third-Party Beneficiaries. This Assignment is for the sole benefit of the parties and their respective successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties and such successors and permitted assigns, any legal or equitable rights, remedies, obligations or benefits hereunder.

8. Headings: Interpretation.

(a) The descriptive headings of the several Sections of this Assignment and the Schedules to this Assignment are inserted for convenience only, do not constitute a part of this Assignment and shall not affect in any way the meaning or interpretation of this Assignment. All references herein to "Sections" or "Schedules" shall be deemed to be references to Sections hereof or Schedules hereto unless otherwise indicated.

(b) For all purposes hereof, the terms "include", "includes" and "including" shall be deemed to be followed by the words "without limitation". The words "hereof", "hereto", "hereby", "herein" and "hereunder" and words of similar import when used in this Assignment shall refer to this Assignment as a whole and not to any particular provision of this Assignment. The word "will" shall be construed to have the same meaning as the word "shall". The word "or" is not exclusive. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase shall not mean simply "if". The phrase "date hereof" shall be deemed to refer to December 4, 2014. The definitions

contained in this Assignment are applicable to the singular as well as the plural forms of such terms and to the masculine as well as the feminine and neuter genders of such terms. Any applicable Law defined or referred to herein means such applicable Law as from time to time amended, modified or supplemented. Any reference to any statute herein shall also be deemed to refer to all rules and regulations promulgated thereunder. References to a person are also to its successors and permitted assigns.

9. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered, in person or by facsimile, or by electronic image scan, receipt acknowledged, to the other party.

10. Integrated Contract. This Assignment and the Purchase Agreement and its associated agreements constitute the entire agreement between the parties with respect to the subject matter hereof and supersede any previous agreements and understandings between the parties with respect to such matters. All Schedules attached hereto or referred to herein are hereby incorporated in and made a part of this Assignment as if set forth in full herein.

11. Severability. The invalidity, illegality or unenforceability of any portion of this Assignment shall not affect the validity, force or effect of the remaining portions of this Assignment. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, each party agrees that a court of competent jurisdiction may enforce such restriction to the maximum extent permitted by Law, and each party hereby consents and agrees that such scope may be judicially modified accordingly in any Proceeding brought to enforce such restriction.

12. Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Assignment and the Schedules hereto will be governed by, and construed in accordance with, the Laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. In furtherance of the foregoing, the internal Laws of the State of Delaware will control the interpretation and construction of this Assignment (and all Schedules hereto), even though under that jurisdiction's choice of law or conflict of law analysis, the substantive Law of some other jurisdiction would ordinarily apply. Any judicial proceeding brought with respect to this Assignment must be brought in any court of competent jurisdiction in the State of Delaware, and, by execution and delivery of this Assignment, each party (a) accepts, generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Assignment and (b) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum. Each party waives the right to a jury trial.

13. Enforcement. The parties agree that irreparable damage would occur in the event that any of the provisions of this Assignment were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Assignment and to enforce

specifically the provisions of this Assignment in (i) the Court of Chancery of the State of Delaware located in New Castle County or (ii) any Federal court sitting in the State of Delaware located in New Castle County, this being in addition to any other remedy to which the parties are entitled at Law or in equity.

14. Amendments. This Assignment may be amended, modified, superseded or canceled only by an instrument in writing signed by the Assignors and Assignee. Any of the provisions hereof may be waived only by an instrument in writing signed by or on behalf of the party waiving compliance.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.


ASANT WHEEL CORP

By: _____
Name: Sergiu Anca
Title: President

ADVENTUS RACING CORPORATION

By: _____
Name: Sergiu Anca
Title: President

WHEEL PROS, LLC

By: 
Name: [Redacted]
Title: Co-President and Co-Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASANTI WHEEL CORP.

By: 
Name: Sergiu Anca
Title: President




ADVENTUS RACING CORPORATION

By: 
Name: Sergiu Anca
Title: President

WHEEL PROS, LLC

By: _____
Name: Jody Groce
Title: Co-President and Co-Chief Executive Officer

**SCHEDULE 1
U.S. TRADEMARKS**

Jurisdiction	Trademark	Application No.	Filing Date	Registration No.	Registered
United States	MODULAR SOCIETY	77627773	Dec. 05, 2008	3753166	Feb. 23, 2010
United States	UNEQUALED LUXURY	77262191	Aug. 22, 2007	4006407	Aug. 02, 2011
United States	THE ULTIMATE COLLECTION OF LUXURY CUSTOMIZATION	77262184	Aug. 22, 2007	4042322	Oct. 18, 2011
United States		77627849	Dec. 05, 2008	3710322	Nov. 10, 2009
United States	ASANTI	78978017	Jun. 18, 2004	3231710	Apr. 17, 2007
United States	ASANTI	78978017	Jun. 18, 2004	3967213	Apr. 17, 2007
United States	ASANTI	85021090	Apr. 22, 2010	3955945	May 03, 2011
United States	EFT	78731746	Oct. 12, 2005	3192297	Jan. 02, 2007
United States	EXTENDED FLANGE TECHNOLOGY	78731734	Oct. 12, 2005	3,215,097	Mar. 6, 2007
United States	ADVENTUS	85881594	Mar. 20, 2013	4421842	Oct. 22, 2013
United States	DIAMOND PERFORMANCE RACING	85/889762	Mar. 28, 2013		
United States		85915953	Apr. 26, 2013	4440226	Nov. 26, 2013
United States		85915993	Apr. 26, 2013	4440228	Nov. 26, 2013
United States	DPR OFFROAD	85/938753	May 21, 2013		
United States	ADVENTUS	85785700	Nov. 21, 2012	4483511	Feb. 18, 2014
United States	ADVENTUS FORGED	85/938783	May 21, 2013		
United States	ASANTI BLACK LABEL	85/960032	Jun. 14, 2013		
United States	DIAMOND PRECISION RACING	86/351212	Jul. 29, 2014		
United States	SKY'S NOT THE LIMIT IT'S JUST THE VIEW	86426084	Oct. 16, 2014		