

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
Wheel Vintiques, Inc.		10/05/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Roadster Wheels, LLC		
Street Address:	1317 Chestnut Street		
City:	Chattanooga		
State/Country:	TENNESSEE		
Postal Code:	37402		
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3625553	WHEEL VINTIQUES	
Registration Number:	3545570	STREET ROD WIRE	
Registration Number:	3524148	GENNIE	
CORRESPONDENCE DATA			
Fax Number:	(423)508-1277		
Phone:	423.757.0277		
Email:	dhill@cbslawfirm.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	David J. Hill		
Address Line 1:	1000 Tallan Building		
Address Line 2:	Two Union Square		
Address Line 4:	Chattanooga, TENNESSEE 37402		
ATTORNEY DOCKET NUMBER:	1747900-0906		
NAME OF SUBMITTER:	David J. Hill		

OP \$90.00 3625553

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TRADEMARK
 REEL: 004649 FRAME: 0611

Signature:	/David J. Hill/
Date:	10/27/2011
Total Attachments: 3 source=vintiques#page1.tif source=vintiques#page2.tif source=vintiques#page3.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("**Assignment**") is made as of the 5th day of October, 2011 by Wheel Vintiques, Inc., a California corporation soon to be known as Circle Racing Wheels, Inc., having as its address 5515 E. Lamona Avenue, Fresno, California 93727 ("**Assignor**").

RECITALS:

WHEREAS, Assignor owns the entire right, title and interest in and to the trademarks, trademark registration applications, trademark registrations and trade names listed on Exhibit A hereto, together with the goodwill of the business associated therewith (collectively the "**Marks**"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated September 23, 2011 (the "**Asset Purchase Agreement**"), Assignor has sold and transferred the Marks, along with the goodwill of Assignor's business symbolized thereby, to Roadster Wheels, LLC, a Tennessee limited liability company having as its address 1317 Chestnut Street, Chattanooga, Tennessee 37402 ("**Assignee**");

NOW THEREFORE, for and in consideration of the covenants, representations and warranties set forth herein and in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, together with the goodwill symbolized thereby, and all rights and privileges granted and secured thereby, including the right to sue for past, present or future infringement of the Marks, such rights to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. If any third party infringes or otherwise violates Assignee's right, title and/or interest in and to any of the Marks, Assignor agrees to cooperate fully with Assignee to terminate such infringement or violation. Assignor agrees that Assignee has the exclusive right to prosecute and defend at its own expense all suits or proceedings before any court or governmental agency which involve in any way the validity of, title to, or infringement of any of the Marks.

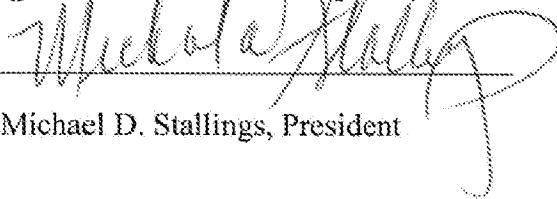
3. Assignor hereby covenants and agrees to execute any and all documents reasonably requested by Assignee for the purpose of carrying out the intent and purposes of this Assignment. Assignor hereby further covenants and agrees that it will cooperate with Assignee to enable

Assignee to enjoy, to the fullest extent, the right, title and interest intended to be herein conveyed. Assignor's cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the Marks, all to the extent deemed necessary or desirable by Assignee for participation in any legal or administrative proceedings involving the Marks, and otherwise to fully carry out the terms of this Assignment.

4. All the provisions of this Assignment shall inure to the benefit of Assignee and its successors, assigns and representatives and shall be binding on Assignor and its successors, assigns, and representatives.

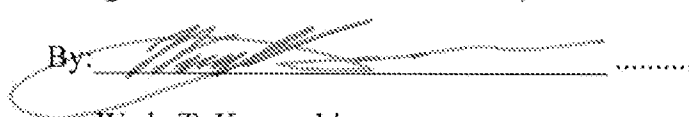
IN TESTIMONY WHEREOF, the parties have executed this Assignment as of the date first written above.

Assignor: WHEEL VINTIQUES, INC.

By: 
Michael D. Stallings, President


Witness

Assignee: ROADSTER WHEELS, LLC.

By: 
Wade T. Kawasaki
Vice President and Assistant Secretary

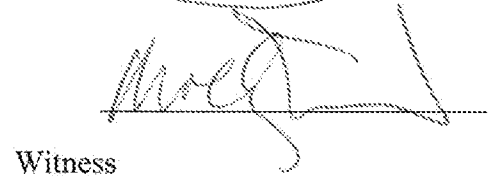

Witness

EXHIBIT A

Trademark	Country	Reference #	Filed	Appl#	REGDT	REG#	STATUS	CLASSES
GENNIE	UNITED STATES	10001.10.UST03	4/25/2005	77/458,683	10/28/2008	3,524,148	REGISTERED	012
STREET ROD WIRE	UNITED STATES	10001.10.UST01	4/25/2008	77/458,673	12/9/2008	3,545,570	REGISTERED	012
WHEEL VINTIQUES	AUSTRALIA	10001.13-AUT01	1/6/2009	1279895	8/24/2009	1279895	REGISTERED	012
WHEEL VINTIQUES	CHINA	10001.13.CNT01	1/12/2009	7162145	12/8/2010	7162145	REGISTERED	012
WHEEL VINTIQUES	JAPAN	10001.13.JPT01	1/7/2009	2099-000612	6/26/2009	5242216	REGISTERED	012
WHEEL VINTIQUES	TAIWAN	10001.13.TWT01	1/20/2009	98002175	2/16/2010	1398779	REGISTERED	006, 012
WHEEL VINTIQUES	UNITED STATES	10001.10.UST02	3/31/2008	77/435,789	5/26/2009	3,625,553	REGISTERED	012