

04-23-1999

Docket No.: D64 41782

FORM PTO-1595 (Modified)  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)  
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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



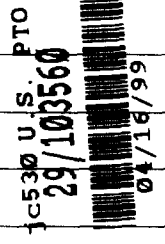
101018474

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): MRD  
Roberto T. Embrador  
4-16-99  
Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):  
Name: Ultra Wheel Co.  
Internal Address: \_\_\_\_\_  
Street Address: 6300 Valley View Avenue  
City: Buena Park State: CA ZIP: 90620  
Additional name(s) & address(es) attached?  Yes  No



3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: 04/14/99

4. Application number(s) or registration numbers(s): 29/103,560  
If this document is being filed together with a new application, the execution date of the application is: 04/14/99  
A. Patent Application No.(s)  
B. Patent No.(s)  
04/22/1999 JSHABAZZ 00000155 29103560  
01 FC:581 40.00 DP  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Donald C. Kordich, Esq.  
Internal Address: \_\_\_\_\_  
PRETTY, SCHROEDER & POPLAWSKI  
Street Address: 444 South Flower Street, 19th Floor  
City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and patents involved: **1**  
7. Total fee (37 CFR 3.41):.....\$ 40.00  
 Enclosed - Any excess or insufficiency should be credited or debited to deposit account  
 Authorized to be charged to deposit account  
8. Deposit account number:  
16-2460

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*  
Donald C. Kordich, Reg. No. 38,213 Donald C. Kordich 4/16/99  
Name of Person Signing Signature Date  
Total number of pages including cover sheet, attachments, and document: **4**

## ASSIGNMENT AND AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Roberto T. Embrador of Whittier, CA ("Assignor") has sold, assigned, and transferred, and do hereby sell, assign, and transfer unto Ultra Wheel Co., a corporation of the state of California, having a place of business at 6300 Valley View Avenue, Buena Park, CA 90620, and its successors, assigns, and legal representatives, ("Assignee") the entire right, title, and interest for the United States of America, its territories and possessions, in and to certain inventions in Wheel, described, illustrated, and claimed in an application for United States Letters Patent executed by me on or about the same date as this Assignment, and identified as Docket No. D64 41782, together with the entire right, title, and interest in and to the application, and in and to United States Letters Patent that may be issued upon the application and upon any division, extension, continuation, continuation-in-part, reexamination, or reissue thereof.

I hereby also sell, assign, and transfer to Assignee the entire right, title, and interest for all countries foreign to the United States of America in and to the inventions, together with the entire right, title, and interest in and to applications for patents or counterparts of foreign countries, including all rights under any international conventions and treaties in respect of the inventions and the applications for patent or foreign counterparts in foreign countries, and in and to patents or counterparts of foreign countries that may be issued upon the applications and upon any division, extension, continuation, continuation-in-part, reexamination, or reissue thereof.

I hereby authorize Assignee to apply for patents or counterparts in foreign countries directly in its own name, and to claim the priority of the filing date of the application for United States Letters Patent under the provisions of any and all international conventions or treaties.

I agree that, when requested, without charge to Assignee but at its expense, I will do all lawful acts, including the execution of all papers, taking all rightful oaths, giving of testimony, that may be necessary, desirable, or convenient for securing, maintaining, reissuing, and enforcing patents or counterparts for the inventions in any and all countries, and for perfecting, recording, vesting, or maintaining title in the inventions and the applications, and any patent or counterparts granted for the invention, in Assignee, its successors, assigns, and legal representatives or nominees in any and all countries.

I represent and warrant that I have not granted and will not grant to others any rights inconsistent with the rights granted herein.

I hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue any Letters Patent upon the application, division, extension, continuation, continuation-in-part, reexamination, or reissue, to Assignee, its successors, assigns, and legal representatives, to the full end of the term for which Letters Patent may be granted, the same as they would have been held and enjoyed by me had this Assignment not been made, and I hereby authorize and request the equivalent authorities in foreign countries to issue the patents or counterparts of their respective countries to the Assignee.

I hereby covenant with Assignee, its successors, assigns, and legal representatives, that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license, or other encumbrance.

IN WITNESS WHEREOF, I have executed this Assignment and Agreement.

Inventors are being named on separately numbered sheets attached hereto.

Assignor: Roberto T. Embrador of Whittier, CA

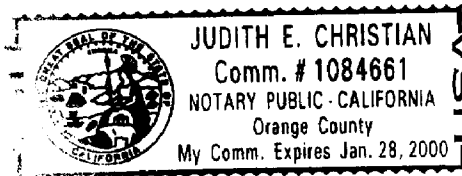
Assignor's Signature: Roberto T. Embrador Dated: 4/14/99

STATE OF CALIFORNIA )  
COUNTY OF ORANGE )

On this 14<sup>th</sup> day of APRIL, 1999, before me, personally appeared Roberto T. Embrador, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal the day and year of this certificate first above written.

Judith E. Christian  
(Signature of Notary)



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of )  
Embrador, Roberto T. )  
Application No.: Unassigned )  
For: Wheel )  
\_\_\_\_\_ )

Examiner: Unassigned  
Group Art Unit: Unassigned



Assistant Commissioner for Patents  
Washington, DC 20231

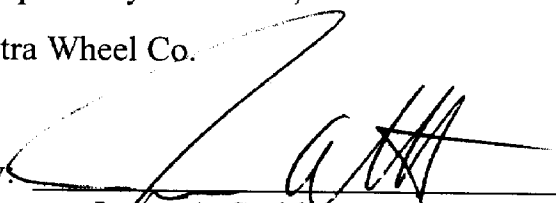
STATEMENT ESTABLISHING RIGHT OF ASSIGNEE  
TO PROSECUTE PURSUANT 37 CFR 3.73(b)

Sir:

Ultra Wheel Co., a corporation, states that it is the assignee of the above-captioned patent application by virtue of an assignment from the inventor(s) of the above-captioned patent application, a copy of which is attached.

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

Respectfully submitted,  
Ultra Wheel Co.

By:   
James A. Smith  
President

Dated: 4/14/99

6300 Valley View Avenue  
Buena Park, CA 90620

## ASSIGNMENT AND AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Roberto T. Embrador of Whittier, CA ("Assignor") has sold, assigned, and transferred, and do hereby sell, assign, and transfer unto Ultra Wheel Co., a corporation of the state of California, having a place of business at 6300 Valley View Avenue, Buena Park, CA 90620, and its successors, assigns, and legal representatives, ("Assignee") the entire right, title, and interest for the United States of America, its territories and possessions, in and to certain inventions in Wheel, described, illustrated, and claimed in an application for United States Letters Patent executed by me on or about the same date as this Assignment, and identified as Docket No. D64 41782, together with the entire right, title, and interest in and to the application, and in and to United States Letters Patent that may be issued upon the application and upon any division, extension, continuation, continuation-in-part, reexamination, or reissue thereof.

I hereby also sell, assign, and transfer to Assignee the entire right, title, and interest for all countries foreign to the United States of America in and to the inventions, together with the entire right, title, and interest in and to applications for patents or counterparts of foreign countries, including all rights under any international conventions and treaties in respect of the inventions and the applications for patent or foreign counterparts in foreign countries, and in and to patents or counterparts of foreign countries that may be issued upon the applications and upon any division, extension, continuation, continuation-in-part, reexamination, or reissue thereof.

I hereby authorize Assignee to apply for patents or counterparts in foreign countries directly in its own name, and to claim the priority of the filing date of the application for United States Letters Patent under the provisions of any and all international conventions or treaties.

I agree that, when requested, without charge to Assignee but at its expense, I will do all lawful acts, including the execution of all papers, taking all rightful oaths, giving of testimony, that may be necessary, desirable, or convenient for securing, maintaining, reissuing, and enforcing patents or counterparts for the inventions in any and all countries, and for perfecting, recording, vesting, or maintaining title in the inventions and the applications, and any patent or counterparts granted for the invention, in Assignee, its successors, assigns, and legal representatives or nominees in any and all countries.

I represent and warrant that I have not granted and will not grant to others any rights inconsistent with the rights granted herein.

I hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue any Letters Patent upon the application, division, extension, continuation, continuation-in-part, reexamination, or reissue, to Assignee, its successors, assigns, and legal representatives, to the full end of the term for which Letters Patent may be granted, the same as they would have been held and enjoyed by me had this Assignment not been made, and I hereby authorize and request the equivalent authorities in foreign countries to issue the patents or counterparts of their respective countries to the Assignee.

I hereby covenant with Assignee, its successors, assigns, and legal representatives, that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license, or other encumbrance.

IN WITNESS WHEREOF, I have executed this Assignment and Agreement.

Inventors are being named on separately numbered sheets attached hereto.

Assignor: Roberto T. Embrador of Whittier, CA

Assignor's Signature: Roberto T Embrador Dated: 4/14/99

STATE OF CALIFORNIA  
COUNTY OF ORANGE

On this 14<sup>th</sup> day of APRIL, 1999, before me, personally appeared Roberto T. Embrador, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal the day and year of this certificate first above written.

Judith E. Christian  
(Signature of Notary)

