

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
DM Tech America, Inc.	12/10/2004

RECEIVING PARTY DATA

Name:	Wheel Pros, Inc.
Street Address:	44 Union Blvd.
Internal Address:	Suite 620S
City:	Lakewood
State/Country:	COLORADO
Postal Code:	80228

PROPERTY NUMBERS Total: 15

Property Type	Number
Application Number:	29101869
Application Number:	29101868
Application Number:	29101867
Application Number:	29101866
Application Number:	29106046
Application Number:	29106045
Application Number:	29108781
Application Number:	29108780
Application Number:	29108779
Application Number:	29109563
Patent Number:	2469809
Application Number:	29129971
Application Number:	29154087
Application Number:	29154088

PATENT

500015941

REEL: 015494 FRAME: 0406

OP \$600.00 29101869

Application Number:	29153011
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CORRESPONDENCE DATA

Fax Number: (203)348-5777

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 203.325.5047

Email: mfooster@fdh.com

Correspondent Name: Marcia C. Sugrue

Address Line 1: One Landmark Square

Address Line 2: Suite 1400

Address Line 4: Stamford, CONNECTICUT 06901

NAME OF SUBMITTER:	Marcia C. Sugrue
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Total Attachments: 6

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**ASSIGNMENT OF
PATENTS**

This ASSIGNMENT OF PATENTS AGREEMENT (this "Agreement") is dated as of December 10, 2004, by DM TECH AMERICA, INC., a California corporation (the "Assignor") for the benefit of WHEEL PROS, INC., a Delaware corporation (the "Assignee").

W I T N E S S E T H:

WHEREAS, the Assignor and the Assignee have executed and delivered a Purchase Agreement dated as of the date hereof (the "Purchase Agreement") pursuant to which, among other things, the Assignor has agreed to sell to the Assignee, and the Assignee has agreed to purchase from the Assignor, the Assignor's inventory and intellectual property rights related to the Assignor's Quantum Tek brand (the "Brand") and to enter into certain other arrangements; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Assignee and the Assignor desire that all of the Assignor's right, title and interest in and to all patents, patent applications, and patent disclosures, in each case, related to the Brand, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof (collectively, the "Patent Rights"), be assigned and transferred to the Assignee as provided in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Assignor agrees as follows:

1. Assignment of Patent Rights.

1.1 Assignment. The Assignor hereby assigns, sells, conveys, delivers and transfers to the Assignee all of its right, title and interest in and to any and all of the Assignor's Patent Rights (including, but not limited to, the patents listed on Exhibit "A" hereto), together with the goodwill of the Brand connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for its own use and benefit, in accordance with the Purchase Agreement, and for the use and benefit of its successors and assigns.

1.2 Further Assurances.

(a) The Assignor hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable best efforts to assist the Assignee, at the Assignee's request from time to time (the reasonable cost and expense of which shall be paid by the Assignee unless such action results from a breach of the Purchase Agreement or this Assignment of Patents by the Assignor), to secure the rights assigned hereby and to obtain and/or transfer patents (and applications therefor), and similar governmental grants confirming or enhancing said rights. The Assignor will promptly transfer all files and papers in its possession relating to such applications and registrations to Assignee after the execution of this Assignment of Patents.

(b) In the event that the Assignor fails to execute and deliver any document necessary or appropriate for any of the foregoing purposes listed in Section 1.2(a), the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers as agents and attorneys-in-fact to act for and on behalf of Assignor, but only for the purpose of executing and filing any such

document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by the undersigned.

(c) This Assignment of Patents is executed in connection with and subject to the terms and conditions of the Purchase Agreement. As between Assignor and Assignee, nothing in this Assignment of Patents shall be deemed to limit or modify any representations, warranties, liabilities, indemnities or other agreements as between Assignor and Assignee as provided for in the Purchase Agreement.

2. Miscellaneous.

2.1 Amendment. No amendment or waiver of any provision of this Assignment of Patents shall be effective unless in writing and executed by the Assignor and the Assignee, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

2.2 Notices. Notices shall be provided to the addresses and in the manner provided in the Purchase Agreement.

2.3 Successors and Assigns. This Assignment of Patents shall inure to the benefit of, and be binding upon and enforceable against, the Assignor and the Assignee and their respective successors and assigns. The Assignee may assign any of its rights hereunder to any lender or financing source and/or in connection with a sale by Assignee or its assigns of all or substantially all of its assets or all or substantially all of the assets relating to the Assignee's business.

2.4 Governing Law. This Assignment of Patents shall be governed by and construed in accordance with the internal substantive laws of the State of California without giving effect to the principles of conflicts of laws thereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Patents to be duly executed as of the date set forth above by its duly authorized representative.

DM TECH AMERICA, INC.,
a California corporation

By: _____

Name: Jeff Whitten

Title: Vice President

ACKNOWLEDGMENT

STATE OF California)
) SS:
COUNTY OF Los Angeles)

Before me, a Notary Public in and for said County and State personally appeared Jeff Whitten, as the Vice President of DM TECH AMERICA, INC., a California corporation, who acknowledged the execution of the foregoing instrument on behalf of said corporation.

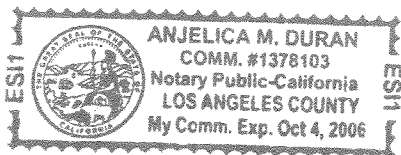
Witness my hand and Notarial Seal this 10th day of December, 2004.

My Commission expires:

Oct - 04, 2006

Signed: _____

Printed: _____



QTA DESIGN PATENT APPLICATIONS
(December 1, 2004)

CASE	MODEL	SN	STATUS	ACTION DUE
QTA-1	S-05	29/101,869	Des. 419,794	*
QTA-2	S-10	29/101,868	Des. 414,454	*
QTA-3	S-11	29/101,867	Des. 419,947	*
QTA-4	S-08	29/101,866	Des. 418,799	*
QTA-5	S-06	29/106,048	Des. 418,473	*
QTA-6	S-86	29/106,045	Des. 418,797	*
QTA-7	S-07	29/108,781	Des. 425,849	*
QTA-8	S-09(x)	29/108,780	Des. 425,850	*
QTA-9	S-13	29/108,779	Des. 432,975	*
QTA-10	S-09	29/109,563	Des. 422,550	*
QTA-11	Interlocking Q and T (TM)	76/104,414	Reg. No 2,469,809	Renew 07/17/06
QTA-12	S-17(FWD)	29/129,971	Des. 442,532	*
QTA-13	S-14	29/154,087	Des. 460,940	*
QTA-14	S-15	29/154,088	Des. 464,305	*
QTA-15	S-16	29/153,011	Allowed 05/08/03 (Assignment recorded 12/02/03)	Abandoned by Client; failure to pay Issue Fee
QTA-16	S-02		Awaiting input from Client	OPEN

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* QTA-11 relates to the trademark registration which will need to be renewed during 2006.

** QTA-15 was abandoned by DM Tech (dba ALBA Wheels) and probably cannot be revived at this time.

*** QTA-16 was never authorized to be filed as a patent application. It is possibly barred by the statute of limitations at this time.

Attachment 1 to Exhibit D

Thank you for your purchase of **QUANTUM TEK ALLOYS**. Please take a few minutes to fill out this Warranty Registration Card. Please send in this warranty card along with a copy of your receipt or proof of purchase within 30 days of your purchase and we'll send you a FREE GIFT from **QUANTUM TEK ALLOYS**.

Occupation:

- ☐ Service
☐ Clerical
☐ Technical
☐ Managerial
☐ Student
☐ Administrative
☐ Other _____

QUANTUM TEK ALLOYS

LIMITED WARRANTY

QUANTUM TEK ALLOYS warrants its custom wheel to its original purchasers. Only those wheels sold by QUANTUM TEK ALLOY when properly installed and used under normal conditions shall be free from defects in workmanship and material. Upon claim to QUANTUM TEK ALLOYS, this warranty applies as follows:

QUANTUM TEK ALLOYS warrants its wheels to be structurally sound for their life time. Any and all out of round claims must be made within 90 days of purchase. QUANTUM TEK ALLOYS wheels warrants the paint finish for 2 years. All warranty claims must be claimant's original

invoice or bill of sale, which is provided by the end use of said products. Any claim made pursuant to this warranty shall be conditioned upon QUANTUM TEK ALLOYS inspection of wheels upon which claim is made and QUANTUM TEK ALLOYS determination that there was a defect in material or workmanship. Those claims under this warranty shall, at QUANTUM TEK ALLOYS option, have the following remedy against QUANTUM TEK ALLOYS in substitution for all other remedies or rights:

- (A) Repay, or if not paid, credit the purchase price or
(B) Replace said wheels.

In any event QUANTUM TEK ALLOYS maximum liability here under shall be for only each wheel that is subject to the defect on which claim is based. QUANTUM TEK ALLOYS SHALL IN NO EVENT BE LIABLE FOR OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PENAL DAMAGES.

This warranty does not cover corrosion due to chemicals, climatic conditions, neglect, or wheels damaged in transit. This warranty is void if the wheels are damaged by improper tire mounting, improper installation, accident, alteration, or loading beyond rated capacity. This warranty does not limit other remedies or rights that may be available through individual state warranty laws.

Personal Info:

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: (____) _____
Email: _____

Age:

- ☐ Under 17 ☐ 35-44
☐ 18-24 ☐ 45-54
☐ 25-34 ☐ 55+

Race:

- ☐ Anglo ☐ Hispanic ☐ Pacific Islander
☐ Black ☐ Asian ☐ Other (____)

Annual Income:

- ☐ under \$24k ☐ \$25k-\$34k
☐ \$35k-\$44k ☐ \$45k-\$54k
☐ \$55k-\$75k ☐ \$76k plus

Marital Status:

- ☐ Single
☐ Married
☐ Divorced

Gender:

- ☐ Male ☐ Female

Highest Education:

- ☐ Some HS
☐ HS Grad
☐ Some College
☐ College Grad
☐ College+

QUANTUM TEK Purchase Info:

Car Make (i.e., HONDA) _____
Car Model (i.e., ACCORD) _____
Year _____

Vehicle Info:

Wheel Style (i.e., S-15) _____
Wheel Size (i.e., 18-inch) _____

Please Rate The Following:

- | | Excellent | Good | Poor |
|--------------------------------|----------------------------|----------------------------|----------------------------|
| 1. QT styles offered. | <input type="checkbox"/> 5 | <input type="checkbox"/> 4 | <input type="checkbox"/> 3 |
| 2. Wheel sizes available. | <input type="checkbox"/> 3 | <input type="checkbox"/> 2 | <input type="checkbox"/> 1 |
| 3. Reasonable price range. | <input type="checkbox"/> 3 | <input type="checkbox"/> 2 | <input type="checkbox"/> 1 |
| 4. Satisfied with the quality. | <input type="checkbox"/> 3 | <input type="checkbox"/> 2 | <input type="checkbox"/> 1 |
| 5. QT is a recognized name. | <input type="checkbox"/> 3 | <input type="checkbox"/> 2 | <input type="checkbox"/> 1 |
| 6. Length of the warranty. | <input type="checkbox"/> 3 | <input type="checkbox"/> 2 | <input type="checkbox"/> 1 |
| 7. The return policy. | <input type="checkbox"/> 3 | <input type="checkbox"/> 2 | <input type="checkbox"/> 1 |

Comments: _____

PLEASE SEND A COPY OF YOUR RECEIPT WITH YOUR COMPLETED WARRANTY CARD

888-921-3477
www.qtalloys.com

QUANTUM TEK ALLOYS



WARRANTY CARD

WWW.QTALLOYS.COM

PLACE
STAMP
HERE

QUANTUM TEK ALLOYS

Attn: Warranty Registration
12850 Moore Street
Cerritos, CA 90703



QUANTUM TEK ALLOYS

TAKING CARE OF YOUR WHEELS

The DO's:

DO use only mild soap and water to clean your wheels.

DO wash your wheels on a regular basis using standard car wax.

DO clean your wheels with a soft material such as a terry cloth.

The DONT's:

DO NOT use an abrasive cloth or cleaner.

DO NOT use "aluminum wheel cleaners." Most are acid based and may destroy the finish of your wheels.

DO NOT allow road salt to sit on your wheels. You should wash them as soon as possible.

888-921-3477
www.qtalloys.com

PATENT

RECORDED: 12/29/2004

REEL: 015494 FRAME: 0413