

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Weld Racing, Inc.	09/28/2006
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	American Racing Equipment, Inc.
<b>Street Address:</b>	16067 South Reyes Avenue
<b>City:</b>	Rancho Dominguez
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90221
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	D399812
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(310)500-3501
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	(310) 500-3565
<b>Email:</b>	maversano@linerlaw.com
<b>Correspondent Name:</b>	Mary B. Aversano
<b>Address Line 1:</b>	1100 Glendon Avenue, 14th Floor
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90024
<b>ATTORNEY DOCKET NUMBER:</b>	38535.004
<b>NAME OF SUBMITTER:</b>	Mary B. Aversano
<b>Total Attachments: 12</b> source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of September \_\_\_\_, 2006 by and among American Racing Equipment, Inc. or its designees ("Assignee") and Weld Wheel Industries, Inc., Weld Racing, Inc. and Weld Distribution, Inc. (each, an "Assignor" and collectively, "Assignors"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

### RECITALS

WHEREAS, an Assignor is the registrant of record and owner of each of the Internet domain names (together with the goodwill associated with the foregoing) set forth on Schedule A hereto and the domain name registrations therefor (the "Domain Names");

WHEREAS, the Assignors own certain copyrights, copyright registrations, copyright applications and renewals or extensions thereof as set forth on Schedule B hereto (the "Copyrights");

WHEREAS, (i) certain of the Assignors own the trademarks, trademark registrations and trademark applications (together with the goodwill associated with the foregoing) set forth on Schedule C hereto (the "Registered Trademarks") and (ii) the Assignors may own certain unregistered trademarks and registered or unregistered service marks, trade names, designs, logos, brand names, certification marks, trade dress, other similar designations of source or origin and general intangibles of like nature (together with the goodwill associated with the foregoing) (the "Unidentified Marks"). The Registered Trademarks, together with the Unidentified Marks, are collectively referred to herein as the "Assigned Trademarks";

WHEREAS, (i) certain of the Assignors own the patents and patent applications set forth on Schedule D hereto (the "Patents") and (ii) the Assignors may own certain inventions, discoveries, trade secrets, know-how, rights in research and development, and commercially practiced processes and inventions, whether patentable or not (the "Know-How"). The Domain Names, Copyrights, Assigned Trademarks, Patents and the Know-How are collectively referred to herein as the "Purchased Intellectual Property";

WHEREAS, Assignee and Assignors have entered into that certain Asset Purchase Agreement dated as of August 17, 2006, as amended and restated as of September 28, 2006 (the "Purchase Agreement") pursuant to which Assignor has agreed to purchase and acquire the Acquired Assets from Assignors, including all of each Assignor's right, title and interest in and to the Purchased Intellectual Property; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Each Assignor hereby assigns to the Assignee all of such Assignor's right, title and interest in and to the Purchased Intellectual Property, including all rights therein provided by international conventions and treaties, and the right to sue for past infringement of the foregoing.

2. Patent Applications. Each Assignor that holds the patent applications set forth on Schedule D hereto hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any official of any other country or countries whose duty is to issue patents or other evidence or forms of intellectual or industrial property protection on the aforesaid patent applications, to issue the same to the Assignee, its successors and assigns, in accordance with the terms of this Assignment.

3. Further Assurances. Each party hereto shall timely execute and deliver any additional documents and instruments and shall do any and all such other things as may be reasonably required by the parties or their counsel to consummate or otherwise implement the assignment of the Purchased Intellectual Property contemplated by this Assignment. Without limiting the generality of the foregoing, each Assignor shall execute and deliver such additional documents and instruments as may be required to permit the Assignee to record and perfect the interest of the Assignee in and to the Purchased Intellectual Property. With respect to the Domain Names, the foregoing sentence shall include, without limitation, (i) executing the applicable registrant name change agreement, as required by the applicable internet domain name registrar (each, a "Registering Authority") for each Domain Name owned by such Assignor, (ii) filing such registrant name change agreements with the applicable Registering Authorities in accordance with the policies and procedures of such Registering Authorities, and (iii) taking any further actions in accordance with the policies and procedures of the applicable Registering Authorities, in each case, as required to transfer such Domain Names to the Assignee.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to the conflicts of law rules of such state.


5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective upon the Closing under the Purchase Agreement, it being understood that all parties need not sign the same counterpart.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

**PURCHASER:**

**AMERICAN RACING EQUIPMENT,  
INC.**

By:   
Name: Eva M. Kalawski  
Title: Vice President & Secretary

**ASSIGNORS:**

**WELD WHEEL INDUSTRIES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WELD RACING, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WELD DISTRIBUTION, INC.**

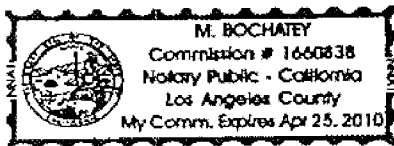
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page to Patent and Intellectual Property Assignment]*

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

I, M. BOCHATY, a Notary Public in and for the State and County aforesaid, hereby certify that Eva M. Kolowski whose name as Vice President and Secretary of American Racing Equipment, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal this 28 day of September, 2006.



M. Bochaty  
Notary Public

My Commission Expires: April 25, 2010

STATE OF MISSOURI )  
 )SS.:  
COUNTY OF JACKSON )

I, \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, hereby certify that Taylor Weld whose name as President of Weld Wheel Industries, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal this \_\_\_\_ day of September, 2006.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

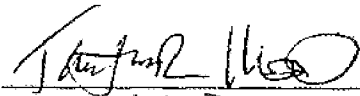
**PURCHASER:**

**AMERICAN RACING EQUIPMENT,  
INC.**

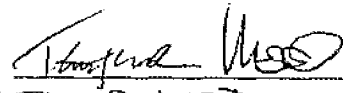
By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNORS:**

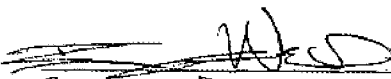
**WELD WHEEL INDUSTRIES, INC.**

By:   
Name: TAYLOR WELD  
Title: CEO

**WELD RACING, INC.**

By:   
Name: TAYLOR WELD  
Title: VP

**WELD DISTRIBUTION, INC.**

By:   
Name: Brock Weld  
Title: President

*[Signature page to Patent and Intellectual Property Assignment]*

STATE OF )  
 )SS.:  
COUNTY OF )

I, \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of American Racing Equipment, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal this \_\_\_\_ day of September, 2006.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MISSOURI )  
 )SS.:  
COUNTY OF JACKSON )

I, Karlene Papen, a Notary Public in and for the State and County aforesaid, hereby certify that Taylor Weld whose name as President of Weld Wheel Industries, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal this \_\_\_\_ day of September, 2006.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

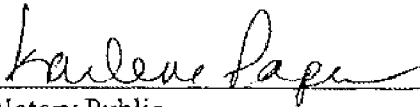
Karlene Papen  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires: Aug. 8, 2010  
Commission # 06394950



STATE OF MISSOURI            )  
  )SS.:  
COUNTY OF JACKSON         )

I, Karlene Papen, a Notary Public in and for the State and County aforesaid, hereby certify that Richard G. Weld whose name as President of Weld Racing, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal this \_\_\_\_ day of September, 2006.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

Karlene Papen  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires: Aug. 8, 2010  
Commission # 06394950

STATE OF MISSOURI            )  
  )SS.:  
COUNTY OF JACKSON         )

I, Karlene Papen, a Notary Public in and for the State and County aforesaid, hereby certify that Brock Weld whose name as President of Weld Distribution, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal this \_\_\_\_ day of September, 2006.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

Karlene Papen  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires: Aug. 8, 2010  
Commission # 06394950

## SCHEDULE A

### Domain Names:

www.autofocus.biz  
www.autofocus.com  
www.autofocus.tv  
www.bcforged.com  
www.cragar.biz  
www.cragarforgedalloys.com  
www.e3forged.com  
www.e3wheel.com  
www.ethreeconcept.com  
www.ethreeforged.com  
www.ethreewheels.com  
www.forgedweldium.com  
www.forgedwheel.com  
www.procrusher.com  
www.weldamerica.com  
www.welddist.com  
www.welde3.com  
www.weldevo.biz  
www.weldevo.com  
www.weldevo.info  
www.weldevo.net  
www.weldevo.tv  
www.weldevo.us  
www.weldevomotorcycle.com  
www.weldistribution.com  
www.weldium.com  
www.weldmotorcycle.biz  
www.weldmotorcycle.com  
www.weldmotorsports.com  
www.weldmotorsports.info  
www.weldmotorsports.net  
www.weldmotorsports.tv  
www.weldmotorsports.us  
www.weldpressreleases.com  
www.weldracing.com  
www.weldracing.net  
www.weldracing.us  
www.weldracingmotorcycle.com  
www.weldracingpress.com  
www.weldwest.com  
www.weldwheel.com  
www.weldwheelind.com

Schedule A

www.weldwheels.com  
www.weldwheelsdirect.com  
www.wheelsamerica.us  
www.wheelsusa.us

Schedule A

**PATENT**  
**REEL: 018480 FRAME: 0936**


**SCHEDULE B**

**None**

Schedule B

**SCHEDULE C**

**Trademarks and Service Marks:**

<b>Mark</b>	<b>International Class</b>	<b>Application/Registration No.</b>	<b>Filing/Registration Date</b>
Accu-Loc	12	2,537,153	2/5/2002
Autofocus	35	2,797,979	12/23/2003
E3	12	78/608,258	4/13/2005
E3	12	78/620,933	5/2/2005
EVO	12	2,888,343	9/28/2004
F3	12	78/622,564	5/4/2005
Rodlite	12	1,872,408	1/10/1995
Sport Forged	12	78/622,546	5/4/2005
Stonecrusher	12	2,714,419	5/6/2003
Weld Evo	12	2,226,933	3/2/1999
Weld Racing	25	2,000,079	9/10/1996
Weld Racing	12	2,008,430	10/15/1996
Weld Racing Design 	42	2,003,222	9/24/1996
Weldium	12	78/889,982	5/23/2006
Weldwheels	12	2,166,255	6/16/1998
Weldwheels	42	2,086,419	8/5/1997

**Trade Names:**

RODLITE  
WELD EVO  
WELD RACING

SCHEDULE D

Patents:

Description	Application/Registration No.	Issue Date	Expiration Date
Automotive Wheel Front Face	D502.678	3/8/2005	3/8/2019
Automotive Wheel Front Face	D502.438	3/1/2005	3/1/2019
Automotive Wheel Front Face	D502.135	2/22/2005	2/22/2019
Automotive Wheel Front Face	D501,815	2/15/2005	2/15/2019
Automotive Wheel Front Face	D501,814	2/15/2005	2/15/2019
Cone head Lug Nut	D427.511	7/4/2000	7/4/2014
Vehicle Wheel Front Face	D399.812	10/20/1998	10/20/2013
Vehicle Wheel Front Face	D388,759	1/16/1998	1/16/2013
Vehicle Wheel Front Face	D361.975	9/5/1995	9/5/2009
Vehicle Wheel Front Face	D361.547	8/22/1995	8/22/2009
Vehicle Wheel	D361.546	8/22/1995	8/22/2009

Schedule D