

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	First Lien Security Agreement
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CONVEYING PARTY DATA	
Name	Execution Date
KMC ACQUISITION CORP.	03/31/2008

RECEIVING PARTY DATA	
Name:	Wells Fargo Foothill, LLC
Street Address:	2450 Colorado Ave., Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404

PROPERTY NUMBERS Total: 18	
Property Type	Number
Patent Number:	6663187
Patent Number:	6805413
Patent Number:	7055915
Patent Number:	7025427
Patent Number:	D460938
Patent Number:	D492924
Patent Number:	D492925
Patent Number:	D492926
Patent Number:	D509783
Patent Number:	D513218
Patent Number:	D514497
Patent Number:	D515492
Patent Number:	D521435
Patent Number:	D548167
Application Number:	29262141

CH \$720.00 6663187

Application Number:	29262145
Application Number:	11121180
PCT Number:	US0433345

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: Oleh.Hereliuk@federalresearch.com
Correspondent Name: CBCInnovis dba Federal Research
Address Line 1: 1023 Fifteenth Street, NW, Ste 401
Address Line 2: attn: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	424198
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NAME OF SUBMITTER:	Oleh Hereliuk
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Total Attachments: 6
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 31st day of March, 2008, among the Grantor listed on the signature pages hereof ("Grantor"), and WELLS FARGO FOOTHILL, LLC, in its capacity as administrative agent for the Lender Group (together with its successors, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Wheel Pros, Inc. ("Wheel Pros"), Alba Acquisition Corp. ("Alba") and KMC Acquisition Corp. ("KMC" and, together Wheel Pros and Alba, each, a "Borrower" and, collectively, "Borrowers", the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to the Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):
 - (a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all reissues, continuations or extensions of the foregoing; and
 - (c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.
3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, or any of them, to Agent, the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting the Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any other Loan Document refer to this Patent Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KMC ACQUISITION CORP.,
a Delaware corporation


By: *Mary Ann Sigler*
Name: Mary Ann Sigler
Title: Vice President

[Signature page to Patent Security Agreement – KMC Acquisition Corp.]

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ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC,
a Delaware limited liability company, as Agent

By: 
Name: Amy Lam
Title: Vice President

[Signature page to Patent Security Agreement – KMC Acquisition Corp.]

Schedule 1
Patents and Patent Applications

Company Name	Patent No.	Issue Date	Serial No.	Filing date	Wheel #	Title	Expiration Date	Status
KMC Acquisition Corp.	6,663,187	12/16/03	10/280,132	10/25/02		WHEEL ORNAMENTATION AND ADAPTOR (SPINNER)	10/25/22	Issued
KMC Acquisition Corp.	6,805,413					EXO RIMWEAR - UTILITY		Monitor
KMC Acquisition Corp.	7,025,427					WHEEL REINFORCEMENT RING		Monitor
KMC Acquisition Corp.	7,055,915					E.X.O. RIMWEAR - CONTINUATION		
KMC Acquisition Corp.	6,805,413 B2	10/19/04	90/423,388			E.X.O. RIMWEAR	07/24/23	Issued
KMC Acquisition Corp.	7,025,427 B2	04/11/06	(PROVISIONAL)	04/24/03		WHEEL ARRANGEMENT	04/16/20	Issued
KMC Acquisition Corp.	7,055,915 B2	06/06/06	10/687,144	10/16/03		E.X.O. RIMWEAR	06/06/20	Issued
KMC Acquisition Corp.	D410,614	06/08/99	7055915B2	01/15/98	KM360	KM360 - GNOME	06/08/13	Issued/Abandon
KMC Acquisition Corp.	D412,148	07/20/99	29/086,897	04/22/98	KM184	KM184 - MCGUL	07/20/13	Issued/Abandon
KMC Acquisition Corp.	D416,894	11/23/99	29/083,756	02/17/98	KM330	KM330 - SPAWN	11/23/13	Issued/Abandon
KMC Acquisition Corp.	D419,514	01/25/00	29/093,358	01/20/99	KM430	KM430 - ALF	01/29/14	Abandoned
KMC Acquisition Corp.	D424,499	05/09/00	29/099,359	01/20/99	KM563	KM563 - WINGNUT	05/09/14	Issued/Abandon
KMC Acquisition Corp.	D430,526	09/05/00	29/110,008	08/26/99	KM564	KM564 - DUST	09/05/14	Issued/Abandon
KMC Acquisition Corp.	D431,518	10/03/00	29/120,938	03/29/00	KM140	KM140 - NEMESIS	10/03/14	Issued/Abandon
KMC Acquisition Corp.	D432,068	10/10/00	29/120,925	03/29/00	KM150	KM150 - STEALTH	10/10/14	Issued/Abandon
KMC Acquisition Corp.	D432,973	10/17/00	29/109,933	08/26/99	KM565	KM565 - HYPE	10/17/14	Issued/Abandon
KMC Acquisition Corp.	D433,973	10/31/00	29/124,439	06/06/00	KM470	KM470 - SWAG	10/31/14	Issued/Abandon
KMC Acquisition Corp.	D435,823	11/07/00	29/124,405	06/06/00	KM370	KM370 - TANK	11/07/14	Issued/Abandon
KMC Acquisition Corp.	D436,339	01/02/01	29/109,932	08/26/99	KM	KM - WIZARD	01/02/15	Issued/Abandon
KMC Acquisition Corp.	D437,820	01/16/01	29/124,407	06/06/00	KM130	KM130 - TENSION	01/16/01	Issued/Abandon
KMC Acquisition Corp.	D438,158	02/20/01	29/120,984	03/29/00	KM440	KM440 - HELLION	02/20/15	Issued/Abandon
KMC Acquisition Corp.	D438,160	02/27/01	29/120,927	03/29/00	KM340	KM340 - VENOM	02/27/15	Issued/Abandon
KMC Acquisition Corp.	D449,267	02/27/01	29/125,643	06/26/00	KM170	KM170 - DUPE	02/27/15	Issued/Abandon
KMC Acquisition Corp.	D449,811	10/16/01	29/124,503	06/06/00	KM160	KM160 - GUIDO	10/16/15	Issued/Abandon
KMC Acquisition Corp.	D453,722	02/19/02	29/125,531	06/26/00	KM460	KM460 - BOFA	10/30/15	Issued/Abandon
KMC Acquisition Corp.	D458,572	06/11/02	29/148,870	09/28/01	KM240	KM240 - UNIT	02/19/16	Issued/Abandon
KMC Acquisition Corp.	D468,889	06/18/02	29/148,871	09/28/01	KM710	KM710 - FLOSS	06/11/16	Issued/Abandon
KMC Acquisition Corp.	D460,938	07/23/02	29/148,872	10/16/01	KM342	KM342 - V2	07/23/16	Issued/Abandon
KMC Acquisition Corp.	D461,443	08/13/02	29/149,793	10/16/01	KM820	KM820 - SS	07/30/16	Issued
KMC Acquisition Corp.	D492,924	07/30/02	29/149,799	10/16/01	KM152	KM152 - CONDO	08/13/16	Issued/Abandon
KMC Acquisition Corp.	D492,924	07/13/04	29/196,207	12/23/03	XD122	XD122 -	07/13/18	Issued
KMC Acquisition Corp.	D492,926	07/13/04	29/196,206	12/23/03	XD355	XD355 -	07/13/18	Issued
KMC Acquisition Corp.	D492,926	07/13/04	29/196,210	12/23/03	XD345	XD345 -	07/13/18	Issued
KMC Acquisition Corp.	D509,783	09/20/05	29/220,227	12/28/04	XD315	XD315	09/29/19	Issued
KMC Acquisition Corp.	D513,218	12/27/05	29/210,261	07/28/04	HW902	MOTOR VEHICLE WHEEL FRONT FACE	12/27/19	Issued
KMC Acquisition Corp.	D514,497S	02/07/06	29/164,609	11/26/03		HOT WHEELS - 902 - REVOLUTION	02/07/20	Issued
KMC Acquisition Corp.	D515,492	02/27/06	29/210,228	07/28/04		MOTOR VEHICLE WHEEL SPINNER	02/21/20	Issued
KMC Acquisition Corp.	D521,435	05/23/06	29/278,586	04/03/07		HOT WHEELS - 901 - REDLINE	05/23/20	Issued
KMC Acquisition Corp.	D548,167	09/07/07	29/278,586	06/29/05		HOT WHEELS - 904 - SIXTY EIGHT	08/07/21	Issued
KMC Acquisition Corp.			11/168,361	06/29/05		WHEEL ARRANGEMENT		Abandoned
KMC Acquisition Corp.			29/210,264	07/28/04		HOT WHEELS - 903 - KUSTOM		Abandoned 1/10/06
KMC Acquisition Corp.			29/262,141	06/27/06		HOT WHEELS - HOSS		Applied
KMC Acquisition Corp.			29/262,145	06/27/06		XD786 - BALZAC		Applied
KMC Acquisition Corp.			10/05/07	10/05/07		KM187 - GTX		Unpublished design patents
KMC Acquisition Corp.			05/04/05	05/04/05		KM188 - HAZE		Unpublished design patents
KMC Acquisition Corp.						CAST FORGING PROCESS OF ALUMINUM WHEELS		Pending
KMC Acquisition Corp.						WHEEL ARRANGEMENT		Published
KMC Acquisition Corp.						WHEEL ARRANGEMENT		Unpublished design patents
KMC Acquisition Corp.						WHEEL ARRANGEMENT WIPO		Unpublished design patents