

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
WHEEL PROS, INC.	06/02/2008

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: 16

Property Type	Number
Patent Number:	D418473
Patent Number:	D425849
Patent Number:	D505651
Patent Number:	D506429
Patent Number:	D507222
Patent Number:	D527699
Patent Number:	D554035
Patent Number:	D554036
Patent Number:	D554037
Patent Number:	D558115
Patent Number:	D558119
Patent Number:	D562752
Application Number:	29259486
Application Number:	29262140
Application Number:	29262482

PATENT

500674411

REEL: 021669 FRAME: 0785

CH \$640.00 D418473

Application Number:	29283950
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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

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Address Line 2: attn: Oleh Hereliuk

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

424196

NAME OF SUBMITTER:

Oleh Hereliuk

Total Attachments: 6

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 2nd day of June, 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 Standby 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. INTERCREDITOR AGREEMENT. The provisions of this Patent Security Agreement are in all respects subject to the terms and provisions of the Intercreditor Agreement, including the relative rights, obligations and priorities with respect to Patent Collateral (and shall not impart any rights on any Grantor).

7. 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.

8. 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]

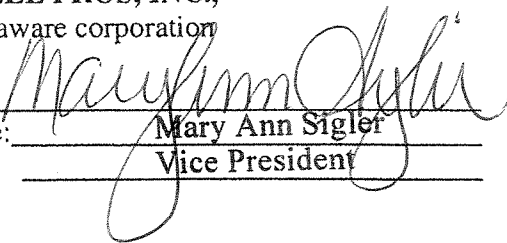
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WHEEL PROS, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____


Mary Ann Sigler

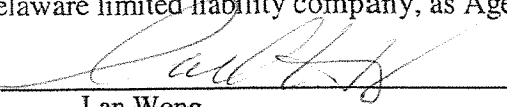
Vice President

[Signature page to Patent Security Agreement – Wheel Pros, Inc.]

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ACCEPTED AND ACKNOWLEDGED BY:

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

By: 

Name: Lan Wong

Title: Vice President

[Signature page to Patent Security Agreement – Wheel Pros, Inc.]

Schedule 1
Patents and Patent Applications

Company Name	Patent No.	Issue Date	Serial No.	Filing date	Wheel #	Title	Expiration Date	Status
Wheel Pros, Inc.	D418,473	01/04/00	29/106,046	06/07/99		AUTOMOTIVE WHEEL		Monitor
Wheel Pros, Inc.	D506,429				QT068	328		Issued/Abandon
Wheel Pros, Inc.	D418,797				QT007	S68		Abandoned
Wheel Pros, Inc.	D425,849				XO327	AUTOMOTIVE WHEEL		Issued
Wheel Pros, Inc.	D506,651	05/30/00	29/108,781	08/04/99	HE328	X20 327 - WRATH	05/31/19	Issued
Wheel Pros, Inc.	D506,429	06/21/05	29/212,071	08/25/04	HE791	X20 328 - DRAGSTER	06/21/19	Issued
Wheel Pros, Inc.	D507,222	07/12/05	29/212,064	08/25/04	HE791	HELO 791 MAXX 6 SPOKE	07/12/19	Issued
Wheel Pros, Inc.	D527,699	09/05/06	29/212,072	12/29/05	HE834	HELO 791 MAXX 8 SPOKE	09/05/20	Issued
Wheel Pros, Inc.	D554,035	10/30/07	29/245,849		HE834	HELO 834		Issued
Wheel Pros, Inc.	D554,036	05/21/07	29/280,215	06/27/06	MO950	MO950		Issued
Wheel Pros, Inc.	D554,037	10/30/07	29/262,146		XD779	XD779 - BADLANDS		Filing Fee paid
Wheel Pros, Inc.	D558,115	12/25/07	29/280,222	05/21/07		FRONT FACE OF VEHICLE WHEEL	12/25/21	Issued
Wheel Pros, Inc.	D558,119	12/25/07	29/280,220	06/08/07		FRONT FACE OF VEHICLE WHEEL	12/25/21	Issued
Wheel Pros, Inc.	D562,752	02/26/08	29/280,922	05/21/07	MO955	MO955		Pending
Wheel Pros, Inc.			29/280,221		HE357	HELO 357		Applied
Wheel Pros, Inc.			29/259,486	06/27/06	MO951	MO951		Applied
Wheel Pros, Inc.			29/262,140	06/27/06	MO954	MO954		Applied
Wheel Pros, Inc.			29/262,482		MO957	MO957		Filing Fee paid
Wheel Pros, Inc.			29/283,950			357		Unpublished design patents
Wheel Pros, Inc.						833		Unpublished design patents
Wheel Pros, Inc.						834		Unpublished design patents
Wheel Pros, Inc.						838		Unpublished design patents
Wheel Pros, Inc.					AL713	AL713		Unpublished design patents
Wheel Pros, Inc.					AL714	AL714		Unpublished design patents
Wheel Pros, Inc.					AL717	AL717		Unpublished design patents
Wheel Pros, Inc.					DI030	DI030		Unpublished design patents
Wheel Pros, Inc.					DI031	DI031		Unpublished design patents
Wheel Pros, Inc.					HE838	HELO 838		Unpublished design patents
Wheel Pros, Inc.						KM653		Unpublished design patents
Wheel Pros, Inc.						KM654		Unpublished design patents
Wheel Pros, Inc.						KM656		Unpublished design patents
Wheel Pros, Inc.						KM657		Unpublished design patents
Wheel Pros, Inc.						KM659		Unpublished design patents
Wheel Pros, Inc.						KM660		Unpublished design patents
Wheel Pros, Inc.						MO958		Unpublished design patents
Wheel Pros, Inc.					QT107	QT107		Unpublished design patents
Wheel Pros, Inc.					QT109	QT109		Unpublished design patents
Wheel Pros, Inc.					QT110	QT110		Unpublished design patents
Wheel Pros, Inc.					WL020	WL020		Unpublished design patents
Wheel Pros, Inc.					XD796	XD796		Unpublished design patents
Wheel Pros, Inc.						XD797		Unpublished design patents