

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT								
EFFECTIVE DATE:	03/11/2003								
CONVEYING PARTY DATA									
<table border="1"> <tr> <th>Name</th> <th>Execution Date</th> </tr> <tr> <td>Yoko Imai</td> <td>06/07/2007</td> </tr> </table>		Name	Execution Date	Yoko Imai	06/07/2007				
Name	Execution Date								
Yoko Imai	06/07/2007								
RECEIVING PARTY DATA									
Name:	Wheel Pros, Inc.								
Street Address:	44 Union Blvd, Suite 620s								
City:	Lakewood								
State/Country:	COLORADO								
Postal Code:	80228								
PROPERTY NUMBERS Total: 3									
<table border="1"> <tr> <th>Property Type</th> <th>Number</th> </tr> <tr> <td>Patent Number:</td> <td>D581338</td> </tr> <tr> <td>Patent Number:</td> <td>D576937</td> </tr> <tr> <td>Patent Number:</td> <td>D576936</td> </tr> </table>		Property Type	Number	Patent Number:	D581338	Patent Number:	D576937	Patent Number:	D576936
Property Type	Number								
Patent Number:	D581338								
Patent Number:	D576937								
Patent Number:	D576936								
CORRESPONDENCE DATA									
Fax Number:	7604532194								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone:	7604532189								
Email:	lisareichenthal@gmail.com								
Correspondent Name:	Edward Burns								
Address Line 1:	1195 Sportfisher Drive, Suite 120								
Address Line 4:	Oceanside, CALIFORNIA 92056								
NAME OF SUBMITTER:	Edward Burns								
Total Attachments: 9 source=Yoko Imai#page1.tif source=Yoko Imai#page2.tif									

OP \$120.00 D581338

source=Yoko Imai#page3.tif
source=Yoko Imai#page4.tif
source=Yoko Imai#page5.tif
source=Yoko Imai#page6.tif
source=Yoko Imai#page7.tif
source=Yoko Imai#page8.tif
source=Yoko Imai#page9.tif

ASSIGNMENT AND ROYALTY AGREEMENT

THIS ASSIGNMENT AND ROYALTY AGREEMENT is dated June 7, 2007 (the "Effective Date") between Yoko Kitaguchi Imai ("Contractor"), having an address of 4633 Marine Ave., #257, Lawndale, CA 90260 and WHEEL PROS, INC. ("Wheel Pros"), having an address of 44 Union Boulevard, Suite 620S, Lakewood, CO 80228.

1. **Background.** Contractor has designed for Wheel Pros wheel types A1, A2, A3, A4, and A5 as shown on the attached Exhibit A (the "Design"). Wheel Pros intends to have manufactured, import, distribute, and export wheels embodying the Design ("Wheels").

2. **Assignment.** Contractor hereby irrevocably transfers and assigns to Wheel Pros and its successors and assigns Contractor's entire right, title, and interest in and to the Design, including without limitation, all patent rights and other intellectual property rights of any kind, and all registrations that may be granted therefor and renewals thereof under the laws now or hereafter in force and effect in the United States of America and any other country or countries. In consideration of the foregoing assignment, Wheel Pros shall pay to Contractor a one-time payment of Two Thousand five hundred Dollars for each design or a total of Twelve Thousand five hundred Dollars (\$12,500.00). The provisions of this Section 2 shall survive termination or expiration of this Agreement.

3. **Representations and Warranties.** Contractor represents and warrants to Wheel Pros as follows:

(a) Contractor is an entity duly organized, and is validly existing, under the laws of the state in which it is originally organized;

(b) Contractor possesses all requisite power and authority to enter into this Agreement and to carry out its terms, covenants and conditions, and Contractor is not required to give notice to or obtain consent from any person in connection with Contractor's performance under this Agreement;

(c) There is no action, suit or proceeding pending or threatened against or affecting Contractor or the Design in any court of law or equity or before any other governmental agency and Contractor has no knowledge of any notice challenging legality, validity, use or ownership of the Design;

(d) Immediately prior to the effectiveness of this Agreement, Contractor owned the entire right, title and interest, including without limitation all patent, trademark, copyright and other intellectual

property rights, in and to the Design free and clear of all liens, claims and encumbrances; and

(e) The Design does not infringe any intellectual property or other proprietary rights or any contractual right of any third party.

4. **Indemnification.** Contractor will defend and hold Wheel Pros and its affiliates, successors and assigns and its and their respective officers, directors, employees, agents and representatives, harmless from and against any and all liabilities, obligations, losses, claims, damage, cost and other expense of every kind and character (including but not limited to reasonable attorneys' fees, expert witness fees, court costs and any payments or other amounts as a result of any settlement) that arise out of or result from any of the following (each, a "Claim"):

(a) breach or alleged breach of or failure by Contractor to perform any of its representations, warranties, covenants or terms in this Agreement; or

(b) claim, action or proceeding, whether or not formally instituted, relating to any infringement of any intellectual property or other proprietary rights relating to the Design; or

(c) claim, action or proceeding, whether or not formally instituted, relating to an allegation that the manufacture, import, export or distribution of Wheels violates the rights of a third party.

In the event that infringement of any of the rights in the Design comes to the attention of Contractor, Contractor will promptly notify Wheel Pros. Wheel Pros shall have the sole right to bring an action to enforce intellectual property rights in the Design, and will be entitled to retain the entire proceeds of the recovery. Contractor shall cooperate with Wheel Pros in the enforcement of all intellectual property rights. In addition, Wheel Pros shall be entitled to assume full control of the defense of any Claim, including without limitation entering into such settlement arrangement(s) for such Claim, as it may determine in its sole discretion, for which Contractor is obligated to indemnify Wheel Pros hereunder. Wheel Pros has the right to set-off any amounts payable by Wheel Pros to Contractor under this Agreement or any other agreement, and to withhold a reasonable estimate of the total damages, expenses and fees from amounts otherwise payable hereunder or any other agreement, and to apply such withheld funds to payment of the damages, fees and expenses in accordance with the rights of Wheel Pros under this Agreement. The provisions of this Section 4 shall survive the expiration or termination of this Agreement.

5. **Breach.** If either party breaches any material term of this Agreement other than Sections 2, 3 or 4, the non-breaching party will give written notice of the breach, and the breaching party will have 30 days after the date of the notice to cure the breach. If such breach has not been cured within this time period, the non-breaching party may then terminate this Agreement. Contractor expressly agrees that its assignment of rights in Section 2 is irrevocable; that Contractor will not challenge the assignment; and that Contractor's sole right and remedy is to bring an action for an accounting of royalties and payment of any royalties found due and owing. In the event that Contractor breaches the provisions of Sections 2, 3 or 4, Wheel Pros will have the right, in addition to any other remedy available, to set-off any amounts payable by Wheel Pros to Contractor under this Agreement or any other agreement. Any dispute between the parties will be settled by binding arbitration in Denver, Colorado, in accordance with the Commercial Arbitration Rules of the American Arbitration Association before a single arbitrator. Nothing in this Agreement will prevent either party from applying to and obtaining from any court having jurisdiction a temporary injunction, preliminary injunction and/or other emergency relief

available to safeguard and protect that party's interest prior to the filing of any arbitration proceeding or pending a decision or award pursuant to any arbitration proceeding. The rights and remedies of the parties set forth in this Agreement are cumulative and none shall exclude any other right or remedy allowed by law or equity and said rights and remedies may be exercised and enforced concurrently.

6. **Assignability.** This Agreement may be assigned by Wheel Pros upon notice to Contractor. Contractor may not assign this Agreement, except with the prior written consent of Wheel Pros.

7. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and may not be amended except in a writing signed by the party to be bound.

(Contractor) _____
By: _____
Date: 7/25/07

WHEEL PROS, INC.
By: [Signature]
Date: 6-28-07

ASSIGNMENT AND ROYALTY AGREEMENT

THIS ASSIGNMENT AND ROYALTY AGREEMENT is dated June 7, 2007 (the "Effective Date") between Yoko Kitaguchi Imai ("Contractor"), having an address of 4633 Marine Ave., #257, Lawndale, CA 90260 and WHEEL PROS, INC. ("Wheel Pros"), having an address of 44 Union Boulevard, Suite 620S, Lakewood, CO 80228.

1. **Background.** Contractor has designed for Wheel Pros wheel types A1, A2, A3, A4, and A5 as shown on the attached Exhibit A (the "Design"). Wheel Pros intends to have manufactured, import, distribute, and export wheels embodying the Design ("Wheels").

2. **Assignment.** Contractor hereby irrevocably transfers and assigns to Wheel Pros and its successors and assigns Contractor's entire right, title, and interest in and to the Design, including without limitation, all patent rights and other intellectual property rights of any kind, and all registrations that may be granted therefor and renewals thereof under the laws now or hereafter in force and effect in the United States of America and any other country or countries. In consideration of the foregoing assignment, Wheel Pros shall pay to Contractor a one-time payment of Two Thousand five hundred Dollars for each design or a total of Twelve Thousand five hundred Dollars (\$12,500.00). The provisions of this Section 2 shall survive termination or expiration of this Agreement.

3. **Representations and Warranties.** Contractor represents and warrants to Wheel Pros as follows:

(a) Contractor is an entity duly organized, and is validly existing, under the laws of the state in which it is originally organized;

(b) Contractor possesses all requisite power and authority to enter into this Agreement and to carry out its terms, covenants and conditions, and Contractor is not required to give notice to or obtain consent from any person in connection with Contractor's performance under this Agreement;

(c) There is no action, suit or proceeding pending or threatened against or affecting Contractor or the Design in any court of law or equity or before any other governmental agency and Contractor has no knowledge of any notice challenging legality, validity, use or ownership of the Design;

(d) Immediately prior to the effectiveness of this Agreement, Contractor owned the entire right, title and interest, including without limitation all patent, trademark, copyright and other intellectual

property rights, in and to the Design free and clear of all liens, claims and encumbrances; and

(e) The Design does not infringe any intellectual property or other proprietary rights or any contractual right of any third party.

4. **Indemnification.** Contractor will defend and hold Wheel Pros and its affiliates, successors and assigns and its and their respective officers, directors, employees, agents and representatives, harmless from and against any and all liabilities, obligations, losses, claims, damage, cost and other expense of every kind and character (including but not limited to reasonable attorneys' fees, expert witness fees, court costs and any payments or other amounts as a result of any settlement) that arise out of or result from any of the following (each, a "Claim"):

(a) breach or alleged breach of or failure by Contractor to perform any of its representations, warranties, covenants or terms in this Agreement; or

(b) claim, action or proceeding, whether or not formally instituted, relating to any infringement of any intellectual property or other proprietary rights relating to the Design; or

(c) claim, action or proceeding, whether or not formally instituted, relating to an allegation that the manufacture, import, export or distribution of Wheels violates the rights of a third party.

In the event that infringement of any of the rights in the Design comes to the attention of Contractor, Contractor will promptly notify Wheel Pros. Wheel Pros shall have the sole right to bring an action to enforce intellectual property rights in the Design, and will be entitled to retain the entire proceeds of the recovery. Contractor shall cooperate with Wheel Pros in the enforcement of all intellectual property rights. In addition, Wheel Pros shall be entitled to assume full control of the defense of any Claim, including without limitation entering into such settlement arrangement(s) for such Claim, as it may determine in its sole discretion, for which Contractor is obligated to indemnify Wheel Pros hereunder. Wheel Pros has the right to set-off any amounts payable by Wheel Pros to Contractor under this Agreement or any other agreement, and to withhold a reasonable estimate of the total damages, expenses and fees from amounts otherwise payable hereunder or any other agreement, and to apply such withheld funds to payment of the damages, fees and expenses in accordance with the rights of Wheel Pros under this Agreement. The provisions of this Section 4 shall survive the expiration or termination of this Agreement.

5. **Breach.** If either party breaches any material term of this Agreement other than Sections 2, 3 or 4, the non-breaching party will give written notice of the breach, and the breaching party will have 30 days after the date of the notice to cure the breach. If such breach has not been cured within this time period, the non-breaching party may then terminate this Agreement. Contractor expressly agrees that its assignment of rights in Section 2 is irrevocable; that Contractor will not challenge the assignment; and that Contractor's sole right and remedy is to bring an action for an accounting of royalties and payment of any royalties found due and owing. In the event that Contractor breaches the provisions of Sections 2, 3 or 4, Wheel Pros will have the right, in addition to any other remedy available, to set-off any amounts payable by Wheel Pros to Contractor under this Agreement or any other agreement. Any dispute between the parties will be settled by binding arbitration in Denver, Colorado, in accordance with the Commercial Arbitration Rules of the American Arbitration Association before a single arbitrator. Nothing in this Agreement will prevent either party from applying to and obtaining from any court having jurisdiction a temporary injunction, preliminary injunction and/or other emergency relief

available to safeguard and protect that party's interest prior to the filing of any arbitration proceeding or pending a decision or award pursuant to any arbitration proceeding. The rights and remedies of the parties set forth in this Agreement are cumulative and none shall exclude any other right or remedy allowed by law or equity and said rights and remedies may be exercised and enforced concurrently.

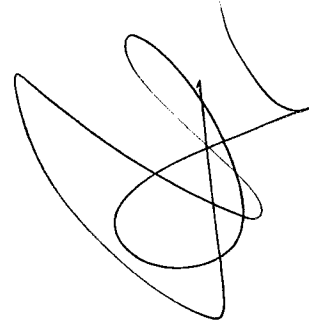
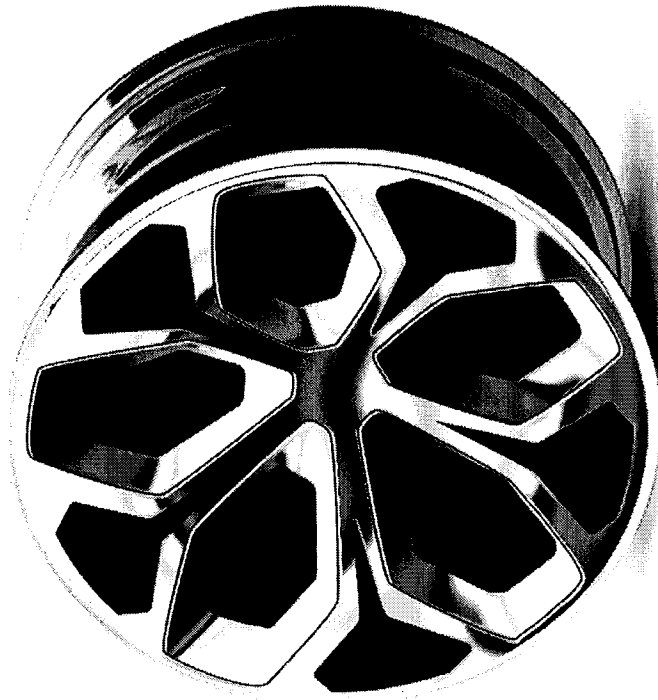
6. **Assignability.** This Agreement may be assigned by Wheel Pros upon notice to Contractor. Contractor may not assign this Agreement, except with the prior written consent of Wheel Pros.

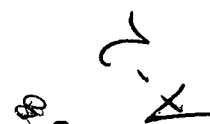
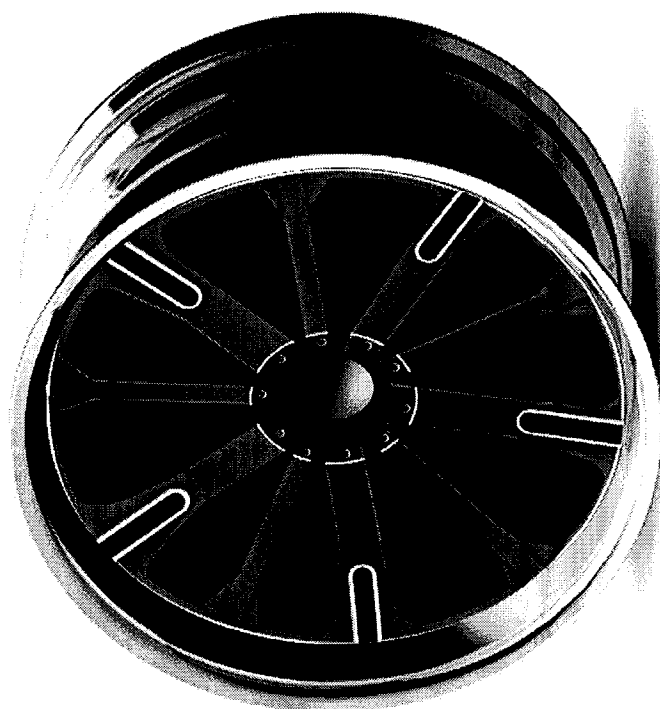
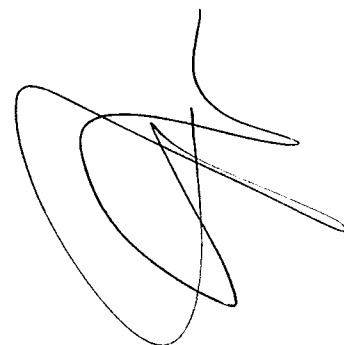
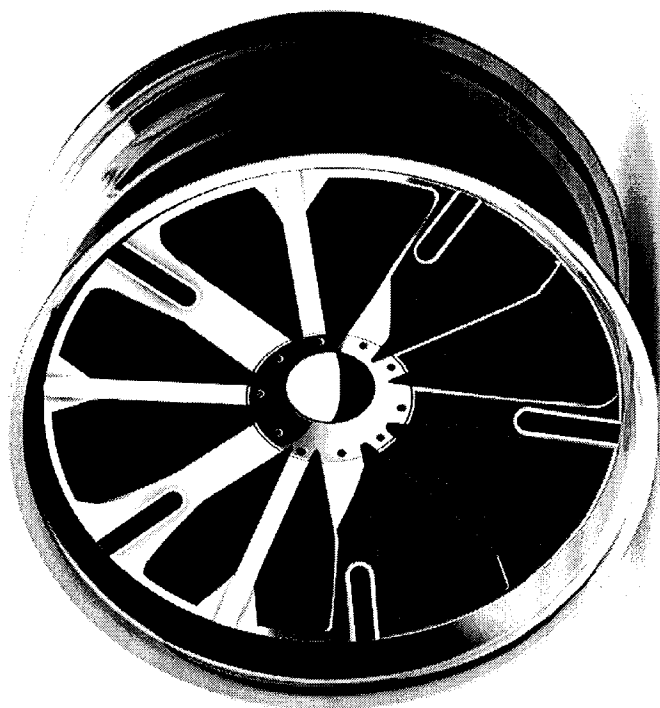
7. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and may not be amended except in a writing signed by the party to be bound.

(Contractor) [Signature]
By: [Signature]
Date: 7-23-07

WHEEL PROS, INC. [Signature]
By: [Signature]
Date: 6-28-07

KM459

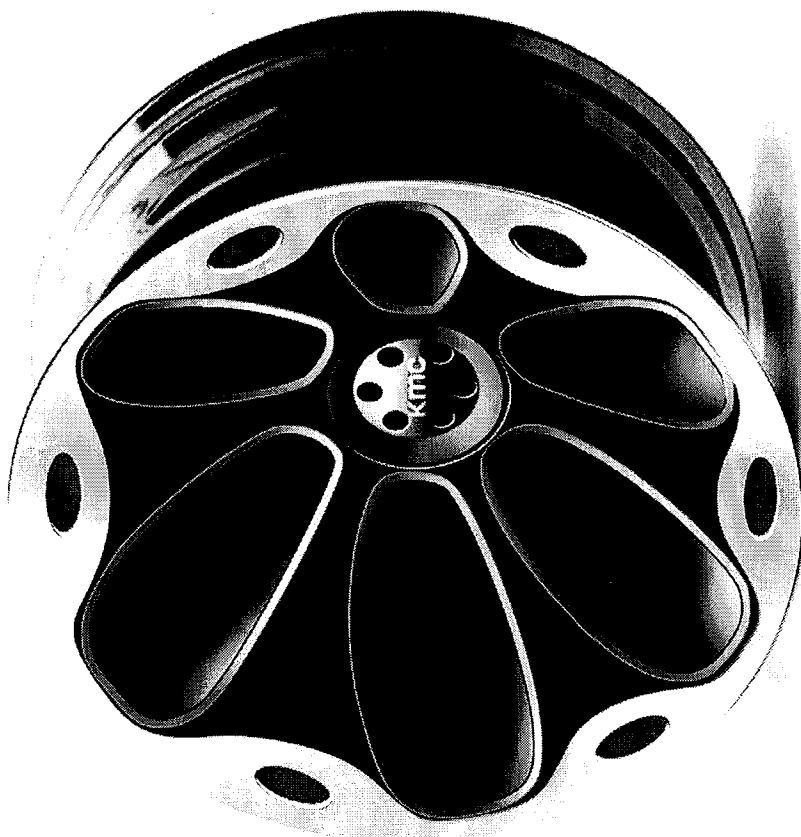
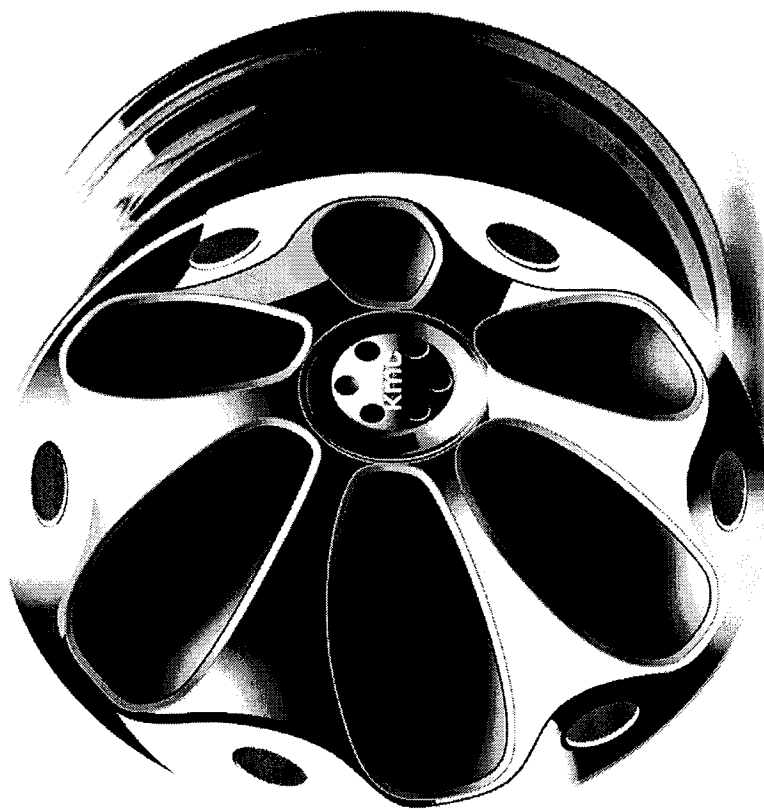




PATENT

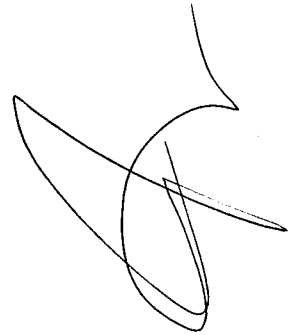
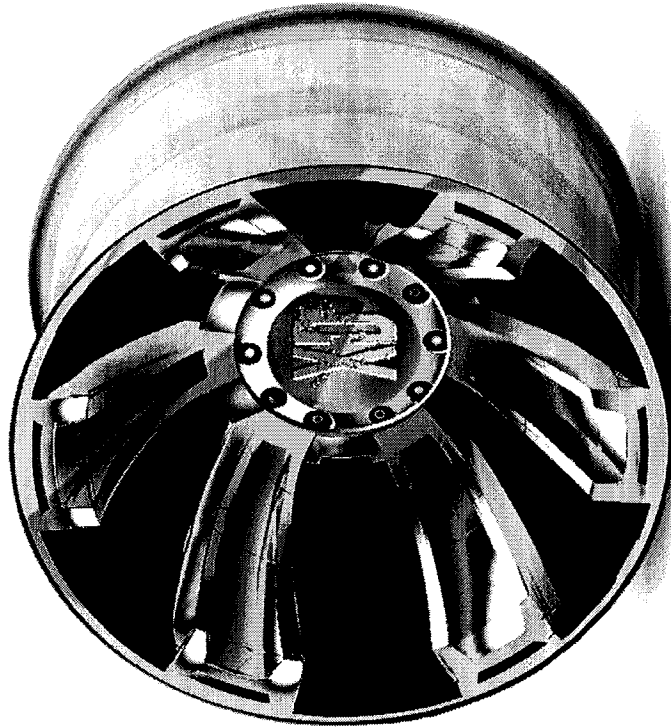
REEL: 029960 FRAME: 0078

KM 660

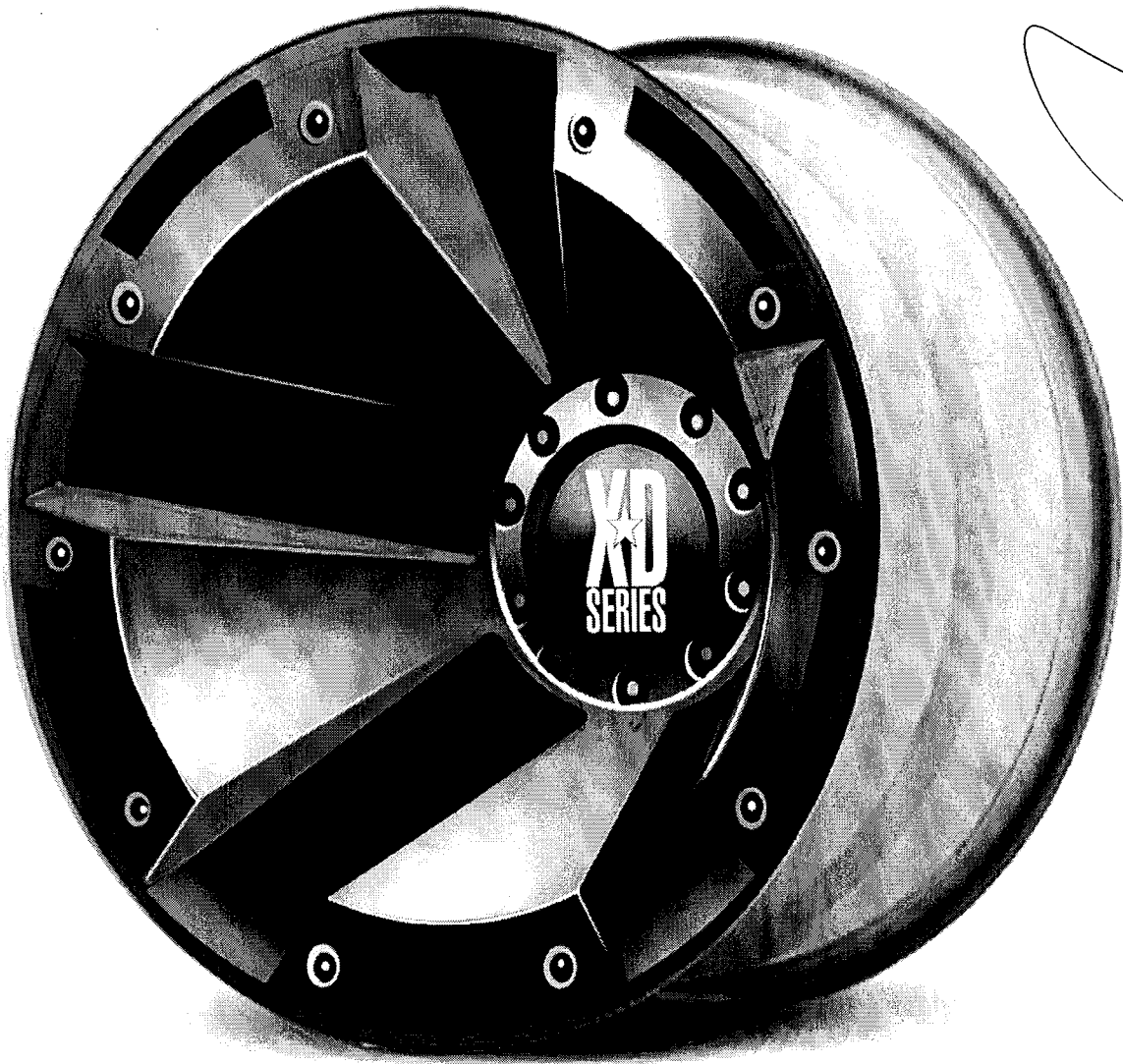


A-3

XD796



4-4



A-5