

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2926002

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
CHASE CAPITAL CORPORATION	06/30/2014

RECEIVING PARTY DATA

Name:	WHEEL PROS, LLC
Street Address:	5347 S. VALENTIA WAY
Internal Address:	SUITE 200
City:	GREENWOOD VILLAGE
State/Country:	COLORADO
Postal Code:	80111

PROPERTY NUMBERS Total: 15

Property Type	Number
Patent Number:	D652362
Patent Number:	D666955
Patent Number:	D666959
Patent Number:	D666960
Patent Number:	D666961
Patent Number:	D669009
Patent Number:	D669011
Patent Number:	D671483
Application Number:	13662657
Application Number:	29438923
Application Number:	29435797
Application Number:	29438925
Application Number:	29433615
Application Number:	29433628
Application Number:	29438922

CORRESPONDENCE DATA

Fax Number: (312)862-2200

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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PATENT

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ATTORNEY DOCKET NUMBER: 37869-196-RFS

NAME OF SUBMITTER: ROB SONESON

SIGNATURE: /rsoneson/

DATE SIGNED: 07/03/2014

Total Attachments: 3

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENTS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS**, dated as of June ~~30~~³⁰, 2014 ("Release"), is made by Chase Capital Corporation, as Collateral Agent ("Collateral Agent") in favor of Wheel Pros, LLC, a Delaware limited liability company ("Grantor").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of August 5, 2011 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligors party thereto and the Collateral Agent, each Obligor granted to the Collateral Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in any and all right, title and interest of such Obligor in, to, and under all the Patents, Patent Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Collateral Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Patents dated as of August 5, 2011 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on December 17, 2012 at Reel 029481 Frame 0556.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement.

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the security interest granted by the Grantor in favor of Collateral Agent under the Security Agreement in and to all of Grantor's the right, title, and interest in, to, and under all of Grantor's Patents and Patent Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto; and

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Patents to be duly executed as of the date first set forth above.

Collateral Agent:

Chase Capital Corporation, as Collateral Agent

By: W.E. Wilkerson
Name: W.E. Wilkerson
Title: CEO

Schedule A

Wheel Pros, LLC
(Delaware Limited Liability Company)

U.S. Patents

Issued Patents

Title	Patent No.	Issue Date
TECHNOMESH GT3/MR120	D652362	01/17/12
WPI XD807 WHEEL DESIGN	D666955	09/11/12
WPI MR119 WHEEL DESIGN	D666959	09/11/12
WP MODEL AX191 WHEEL DESIGN	D666960	09/11/12
WPI KMC675 WHEEL DESIGN	D666961	09/11/12
WP MODEL AX191 WHEEL DESIGN	D669009	10/16/12
WPI VN805 WHEEL DESIGN	D669011	10/16/12
WPI MO962 WHEEL DESIGN	D671483	11/27/12

Patent Applications

Title	Appl. No.	Filing Date
UTILITY PATENT FOR WHEEL NOTCH	13662657	10/29/12
WPI WL034 WHEEL DESIGN	29438923	12/05/12
WPI WHEEL DESIGN	29435797	10/29/12
WPI KMC 677 WHEEL DESIGN	29438925	12/05/12
WPI KMC 680 WHEEL DESIGN	29433615	10/02/12
WPI MR224 WHEEL DESIGN	29433628	10/02/12
WPI VN472 WHEEL DESIGN	29438922	12/05/12