

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2927649

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

CONVEYING PARTY DATA

Name	Execution Date
KEYBANK NATIONAL ASSOCIATION	06/30/2014

RECEIVING PARTY DATA

Name:	WHEEL PROS, LLC
Street Address:	5347 S. VALENTIA WAY
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.

Phone: 3128622000

Email: rob.soneson@kirkland.com

PATENT

Correspondent Name: ROB SONESON
Address Line 1: 300 N LASALLE
Address Line 2: KIRKLAND & ELLIS LLP
Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 37869-196-RFS

NAME OF SUBMITTER: ROB SONESON

SIGNATURE: /rsoneson/

DATE SIGNED: 07/07/2014

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, 2014 ("Release"), is made by KeyBank National Association, as Administrative Agent ("Administrative 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 Administrative Agent, each Obligor granted to the Administrative 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 Administrative 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 14, 2012 at Reel 029469 Frame 0316.

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, Administrative 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 or Notice.

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

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under all the Patents, 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 Administrative 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.

Administrative Agent:

KeyBank National Association, as Administrative Agent

By: *Ryan M. Pastore*
Name: RYAN PASTORE
Title: SENIOR VICE PRESIDENT

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