

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4887838

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROBERT CALDWELL	03/16/2018
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: 8	
Property Type	Number
Application Number:	29580503
Application Number:	29580502
Application Number:	29579965
Application Number:	29579966
Application Number:	29579958
Application Number:	29579961
Application Number:	29579963
Application Number:	29579962
CORRESPONDENCE DATA	
Fax Number:	
<i>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.</i>	
Phone:	6124927216
Email:	mbowman@fredlaw.com
Correspondent Name:	MEGAN A. BOWMAN
Address Line 1:	200 SOUTH SIXTH STREET
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
NAME OF SUBMITTER:	MEGAN A. BOWMAN
SIGNATURE:	/Megan A. Bowman/

DATE SIGNED:	03/28/2018
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Total Attachments: 6

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PATENT ASSIGNMENT

AKA Robert Caldwell

WHEREAS, BOB CALDWELL of 4900 Florence Street, Denver, CO 80238 (hereinafter referred to as "Assignor") is the inventor of the inventions (the "Inventions") described and set forth in the applications for United States Letters Patents (the "Applications") identified in Exhibit A, which is attached and incorporated herein.

WHEREAS, WHEEL PROS, LLC, a Delaware limited liability company with its principal place of business at 5347 S. Valentia Way, Suite. 200, Greenwood Village, CO 80111 (hereinafter referred to as "Assignee") is desirous of acquiring all right, title and interest in and to the (i) Applications, (ii) Inventions, and (iii) all patents, patent applications and patent disclosures, trade secrets, confidential information, know-how and inventions and all other intellectual property and tangible embodiments, related to and resulting from the Inventions ((i) through (iii), collectively, the "Patent Applications").

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, the entire right, title and interest in and to the Patent Applications for the United States and for all applicable foreign countries, including, without limitation, any continuations, divisions, continuations-in-part, thereof, any Letters Patent which may be granted therefor or thereon, any reissues, reexaminations, extensions and foreign equivalents thereof, and any patents or patent applications directly or indirectly claiming priority to or through, or benefiting from the filing date of, any of the foregoing (or to which any of the foregoing directly or indirectly claim priority), together with all other corresponding rights that are or may be secured under the laws of the United States or any applicable foreign country (including, without limitation, the right to file foreign patent applications and acquire foreign Letters Patent and to claim for such foreign applications and foreign Letters Patent the priority date of filing of the Patent Applications under the provisions of the Patent Cooperation Treaty, the International Convention for the Protection of Industrial Property or the European Patent Convention in the countries in which it applies), now or hereafter in effect, including, without limitation, the subject matter of all claims which may be obtained therefrom, together with all income, royalties, damages or payments accrued, due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement, misappropriation, or other unauthorized use of the Patent Applications, with the right to sue for, and collect the same, in each case, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Patent Applications, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor hereby consents that a copy of this Patent Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by any convention.

Assignor shall, at the request and expense of Assignee, take all further actions and provide to Assignee, its successors, assigns and other legal representatives, all such cooperation and assistance (including, without limitation, the timely execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney and other documents and instruments) and do all other things, deemed necessary, proper or advisable by Assignee to establish and perfect Assignee's proprietary right, title and interest in the Patent Applications and more fully and effectively effectuate the purposes of this Patent Assignment, including, without limitation, with respect to: (i) the recordation or perfection of this Patent Assignment in all applicable jurisdictions throughout the world; (ii) the preparation and prosecution of any applications covering the inventions assigned herein; (iii) the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to any of the rights assigned herein and this Patent Assignment; and (iv) obtaining any additional patent protection relating to any of the rights assigned herein that may be secured under the laws now or hereafter in effect in the United States or in any other country.

Where Assignee is unable because of Assignor's unavailability, dissolution, mental or physical incapacity, or for any other reason, to secure Assignor's signature to apply for or to pursue any application for any United States or foreign patent covering the Patent Applications, then Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and in Assignor's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further a prosecution and issuance of patents thereon with the same legal force and effect as if executed by Assignor (which designation and appointment shall be deemed coupled with an interest).

This Patent Assignment may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument, and shall become effective when one or more counterparts have been signed by any Assignor and delivered to Assignee. Delivery of an executed signature page to this Patent Assignment by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart to this Patent Assignment.

Assignor hereby irrevocably waives all right to a trial by jury in any action, proceeding or counterclaim arising out of or relating to this Patent Assignment. Assignor hereby expressly recognizes the doctrine of assignor estoppel and shall not challenge the legality, validity, enforceability, use, inventorship or ownership of the Patent Applications.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

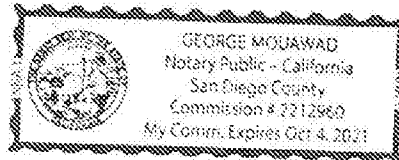
State of California
County of SAN DIEGO

On 03/16/2018 before me, GEORGE MOUAWAD, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared ROBERT CALDWELL
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

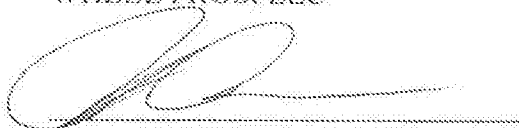
WITNESS my hand and official seal.



Signature *George Mouawad* (Seal)

ASSIGNEE:

WHEEL PROS. LLC



By: JEFF WHITTEN

Title: Manager

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

On March 15th, 2018, before me, Cosmina Anca, a Notary Public, personally appeared JEFF WHITTEN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 
Notary Public

[Seal]

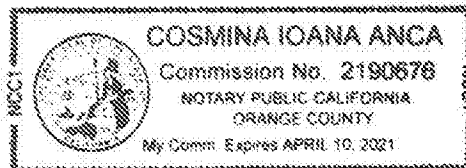


Exhibit A

<u>Title of the Invention</u>	<u>Serial Number</u>	<u>Filing Date</u>
A0-OTR-Cap Spikes	29/580503	10/10/16
Cap Nuts	29/580502	10/10/16
A0403-Front	29/579965	10/4/16
A0403-Rear	29/579966	10/4/16
A0401-Front	29/579958	10/4/16
A0401-Rear	29/579961	10/4/16
A0402-Rear	29/579963	10/4/16
A0402-Front	29/579962	10/4/16