

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7916668

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TOM VANRYN	03/19/2020
RECEIVING PARTY DATA	
Name:	WHEEL PROS LLC
Street Address:	5437 S VALENTIA WAY
City:	GREENWOOD VILLAGE
State/Country:	COLORADO
Postal Code:	80111
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29728143
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:	7606510142
Email:	eric@iciplaw.com
Correspondent Name:	ERIC HANSCOM
Address Line 1:	7040 AVENIDA ENCINAS #104-358
Address Line 4:	CARLSBAD, CALIFORNIA 92011
ATTORNEY DOCKET NUMBER:	KM545
NAME OF SUBMITTER:	ERIC HANSCOM
SIGNATURE:	/Eric Hanscom/
DATE SIGNED:	04/24/2023
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 2	
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source=Assignment.TomVanRyn#page2.tif	

COMMISSION, ASSIGNMENT AND NON-DISCLOSURE AGREEMENT

This Commission, Assignment and Non-Disclosure Agreement ("Agreement") is made as of May 1, 2020 between **Wheel Pros, LLC**, a Delaware Limited Liability Company ("Wheel Pros") whose principal place of business is 5347 S. Valeria Way, Suite 200, Greenwood Village, Colorado 80111 and Tom Vankyn Designer") and if applicable, ("Designer Corporation"), with their principal place of business at 6101 Knight Ave, Brent Park, CA 90620. It is entered into in connection with the development of the Automotive Wheel Design entitled: KM545 (the "Approved Purpose"), for the purpose of assigning all rights to said Automotive Wheel Design and preventing the unauthorized disclosure of confidential information as defined below:

In connection with the Approved Purpose, Designer and/or Designer Corporation acknowledge that Wheel Pros shall be the sole and exclusive owner and proprietor of all rights and titles in and to the results and proceeds of Designer's and/or Designer Corporation's work, designs and developments hereunder in whatever stage of completion, and the Automotive Wheel Designs shall be delivered, complete or incomplete within one (1) year after the commencement of the work. Designer and/or Designer Corporation hereby irrevocably transfer and agree to assign and hereby assign to Wheel Pros all rights, title and interest to said Automotive Wheel Design, design and developments including but not limited to, the exclusive ownership of the attachment system portion of the Automotive Wheel Design.

COMMISSION:

Wheel Pros shall pay Designer and/or Designer Corporation the sum of 1% of Gross Sales worldwide of the KM545. Payments shall be made within 30 days of the beginning of each calendar quarter. Designer and/or Designer Corporation shall be responsible for all taxes and fees, if any, associated with the Commission payments made pursuant to this Agreement. Each Commission payment shall be accompanied by a statement setting forth gross sales receipts and any deductions for returns and other credits resulting in the final Gross Sales number. The Parties agree that Wheel Pros has no obligation to promote or sell the Wheel Design or to pay a minimum commission.

CONFIDENTIAL INFORMATION: In the process of completing the commissioned Automotive Wheel Designs, Wheel Pros may have disclosed Confidential Information to Designer and/or Designer Corporation. As a condition of the release by Wheel Pros of Confidential Information to Designer and/or Designer Corporation, both parties agree as follows with respect to Confidential Information:

As used herein, the term "Confidential Information" shall include any proprietary information or materials, whether or not marked or otherwise designated as confidential, relating to the business (present or contemplated) and/or customers of Wheel Pros that Designer and/or Designer Corporation obtains from Wheel Pros in connection with the Approved Purpose, including the terms of this Agreement, any and all information concerning ideas, concepts, techniques, copy, sketches, artwork, electronic files, processes, formulas, trade secrets, patentable ideas, patent searches, drawings and/or illustrations, innovations, ideas and inventions, discoveries, improvements, research or development and test results, existing and/or contemplated products and services, specifications, data, know-how, formats, marketing plans and programs, business plans, computer systems and programming, strategies, forecasts, financial information, budgets, projections, customer and supplier identities, addresses or characteristics, agreements between Wheel Pros and third parties, and the nature and status of discussions or negotiations between Designer and/or Designer Corporation, and Wheel Pros. Confidential Information shall not include information, if any, which was or becomes generally available to the public other than as a result of a disclosure by Designer and/or Designer Corporation or by other persons, including Designer's and/or Designer Corporation's agents, to whom Designer has disclosed such information. Upon request by Wheel Pros at any time, Designer shall promptly return

this Agreement shall constitute a material breach of this Agreement that will cause irreparable injury to Wheel Pros, not readily measurable in money, and for which Wheel Pros, without waiving any other rights or remedies at law or in equity, shall be entitled to injunctive relief.

CHOICE OF LAW AND JURISDICTION: The validity of this Agreement and all matters relating to its interpretation, validity and performance shall be interpreted in accordance with the laws of the State of California.

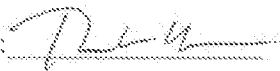
AMENDMENT AND ASSIGNMENT OF AGREEMENT: No amendment, alteration or modification of this Agreement shall be effective without the prior written consent of all parties. This Agreement may not be assigned without the prior written consent of all parties and any assignment of the Agreement without the consent of all parties shall be void.

ENTIRE AGREEMENT: This agreement contains the entire agreement and understanding of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement may not be amended except in writing signed by the party to be bound.

SEVERABILITY: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

By signing in the spaces provided below, Designer and Wheel Pros agree to the terms set forth herein.

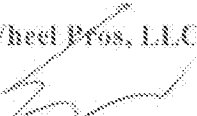
("DESIGNER")

Signature of Individual: 
Name: Tom VanRyn
Date: 3-17-2020

("DESIGNER CORPORATION") if applicable

Company:
By: _____
Name:
Title:
Date:

("Wheel Pros, LLC")

By: 
Printed Name: Edward P. ...
Title: General Counsel
Date: 3/26/2020