

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7927710

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PETER TRAN	08/26/2020
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:	29750828
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:	KM236
NAME OF SUBMITTER:	ERIC HANSCOM
SIGNATURE:	/Eric Hanscom/
DATE SIGNED:	04/28/2023
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 2	
source=Assignment.PeterTran#page1.tif	
source=Assignment.PeterTran#page2.tif	

COMMISSION, ASSIGNMENT AND NON-DISCLOSURE AGREEMENT

This Commission, Assignment and Non-Disclosure Agreement ("Agreement") is made as of August 26 2020 between **Wheel Pros, LLC**, a Delaware Limited Liability Company ("Wheel Pros") whose principal place of business is 5347 S. Valentia Way, Suite 200, Greenwood Village, Colorado 80111 and Peter Tran ("Designer") and if applicable, ("Designer Corporation"), with their principal place of business at

Wheel Pros, LLC. It is entered into in connection with the development of the Automotive Wheel Designs as shown in Exhibit A, (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.

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 all Confidential Information together with all copies thereof, and certify in writing that no Confidential Information or any copies thereof has been retained by Designer.

RESTRICTIONS ON DISCLOSURE: All Confidential Information shall be held by Designer and/or Designer Corporation in trust and confidence on behalf of Wheel Pros, Designer and/or Designer Corporation will not at any time or in any manner, either directly or indirectly divulge, disclose or communicate in any manner any confidential information that is proprietary to Wheel Pros. Designer and/or Designer Corporation shall not disclose or permit access to nor shall Designer and/or

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: *Peter Tran*

Date: *8-26-20*

("DESIGNER CORPORATION") if applicable

Company:

By: _____

Name:

Title:

Date:

("Wheel Pros, LLC")

By: _____

Printed Name: *Edward Burns*

Title: *General Counsel*

Date: *9/11/2020*