

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8031528

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|---|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| PETER TRAN | 07/18/2019 |
| 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: | 29699694 |
| 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: | XD849 |
| NAME OF SUBMITTER: | ERIC HANSCOM |
| SIGNATURE: | /Eric Hanscom/ |
| DATE SIGNED: | 06/28/2023 |
| This document serves as an Oath/Declaration (37 CFR 1.63). | |
| Total Attachments: 6 | |
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| source=Assignment.Tran#page2.tif | |
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| source=Assignment.Tran#page5.tif | |

COMMISSION, ASSIGNMENT AND NON-DISCLOSURE AGREEMENT

This Commission, Assignment and Non-Disclosure Agreement ("Agreement") is made as of April 19, 2018 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"), with their principal place of business at 6131 Knott Avenue, Buena Park, CA 90620. It is entered into in connection with the development of the Automotive Wheel Designs which will be known commercially as XD141, XD143, XD144, XD845, XD849, XD234, and XD235 attached as Exhibit A, (the "Approved Purpose"), for the purpose of assigning all rights to said Automotive Wheel Designs 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 Designs, designs and developments including but not limited to, the exclusive ownership of the attachment system portion of the Automotive Wheel Designs.

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 Designer Corporation authorize or permit any other person or entity (collectively, "Person") to disclose or permit access to any Person of all or any part of the Confidential Information without the prior consent of Wheel Pros. In addition, Designer and/or Designer Corporation shall use the Confidential Information only for the Approved Purpose, and not in any other manner or for any other reason, including any manner or reason that may be detrimental to Wheel Pros or any of its affiliated entities (if any). Further, Designer and/or Designer Corporation shall take such action, legal or otherwise, to the extent necessary to ensure that only those Persons who, pursuant to this Agreement, would be permitted access to the Confidential Information are able to obtain such access. Designer's and/or Designer Corporation's obligation to maintain the confidentiality and security of the Confidential Information remains for so long as such Confidential Information remains confidential. Designer's and/or Designer Corporation's obligation shall survive the termination of any relationship between the parties, including but not limited to, termination of this Agreement.

EXEMPTIONS FROM RESTRICTIONS ON DISCLOSURE: Designer may disclose the Confidential Information to comply with applicable law, administrative or court order; provided, however, that in each such instance Designer and/or Designer Corporation shall notify Wheel Pros prior to such disclosure and Designer and/or Designer Corporation shall use reasonable efforts to seek confidential treatment of the Confidential Information. Designer may also disclose the Confidential Information to Designer's and/or Designer Corporation's bankers, attorneys, accountants, directors, employees, and other agents on a "need to know" basis; provided, however, that each such agent (except employees), prior to any disclosure, signs a copy of this Agreement with a statement that signifies that such agent agrees to be bound by this Agreement's terms. Designer and/or Designer Corporation shall be responsible for any breach of this Agreement by such agents.

COPYRIGHT: Designer and/or Designer Corporation hereby irrevocably assigns to Wheel Pros all right, title and interest in the copyright associated with the Automotive Wheel Designs whether the Automotive Wheel Designs are used by Wheel Pros or not. Designer further waives any so-called moral rights in the work. Designer and/or Designer Corporation agree that they are contributing to Wheel Pros' collective work of its Automotive Wheel Designs and thus the Automotive Wheel Designs shall be considered a work-for-hire under U.S. copyright law in effect January 1, 1978.

Designer and/or Designer Corporation hereby explicitly agree that the ownership of the copyright in this commissioned work is agreed upon by this contract between the parties. Designer and/or Designer Corporation fully agree that the work created is corporate work at the time of creation, and as a commissioned work was created according to the intention and under

the responsibility of Wheel Pros and hereby reflects Wheel Pros' will. Wheel Pros will monitor the progress and details of the commissioned works.

ASSIGNMENT: All work, designs and developments, including but not limited to patents, trademarks, trade dress or any other intellectual property rights, made by Designer, alone or jointly with others, whether or not during business hours or on corporate premises, which are within the scope of Designer's business, which result from, or are suggested by, any work Designer or others may do shall be and are the sole exclusive property of Wheel Pros. Designer and/or Designer Corporation agree to assign and hereby assign to Wheel Pros all rights to all such work, designs and developments. Designer and/or Designer Corporation agree that Wheel Pros may make any changes or additions to the work prepared by Designer and/or Designer Corporation, which in Wheel Pros' sole discretion may consider necessary, and may engage others to do any or all of the foregoing with or without attribution to Designer and/or Designer Corporation.

FURTHER ASSURANCES: Designer and/or Designer Corporation agree to execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Agreement.

REPRESENTATIONS AND WARRANTY: Designer and/or Designer Corporation jointly and severally represent and warrant that Designer is the sole author of the work, designs and developments and that all of the works, designs, developments and services are original with Designer and are not copied in whole or in part. Designer and/or Designer Corporation have the unencumbered right to enter into this Agreement. Designer and/or Designer Corporation will indemnify Wheel Pros from any damage or loss, including attorney's fees arising out of any breach of this warranty.

INDEMNIFICATION: Designer and/or Designer Corporation will defend and hold Wheel Pros and its affiliates, successors and assigns and its and their respective officers, directors, employees, agents and representatives, harmless from and against any and all liabilities, obligations, losses, claims, damage, cost and other expenses of every kind and character, (including but not limited to reasonable attorneys' fees, expert witness fees, court costs and any payments or other amounts as a result of any settlement) that arise out of or result from any of the following (each, a "claim"):

- a) Breach or alleged breach of or failure by Designer and/or Designer Corporation to perform any of its representations, warranties, covenants or terms in this Agreement or;
- b) Claim, action or proceeding, whether or not formally instituted, relating to any infringement of any intellectual property or other proprietary rights relating to the Designs; or
- c) Claim, action or proceeding, whether or not formally instituted, relating to an allegation that the manufacture, import, export or distribution of Wheels violates the rights of a third party.

In the event that infringement of any of the rights in the Designs comes to the attention of Designer and/or Designer Corporation, Designer and/or Designer Corporation will promptly notify Wheel Pros. Wheel Pros shall have the sole right to bring an action to enforce intellectual property rights in the Designs, and will be entitled to retain the entire proceeds of the recovery. Designer and/or Designer Corporation shall cooperate with Wheel Pros in the enforcement of all intellectual property rights. In addition, Wheel Pros shall be entitled to assume full control of the defense of any Claim, including without limitation entering into such settlement arrangement(s) for such Claim, as it may determine in its sole discretion, for which Designer and/or Designer Corporation is obligated to indemnify Wheel Pros hereunder. Wheel Pros has the right to set-off any amounts payable by Wheel Pros to Designer and/or Designer Corporation under this Agreement or any other agreement, and to withhold a reasonable estimate of the total damages, expenses and fees from amounts otherwise payable hereunder or any other agreement, and to apply such withheld funds to payment of the damages, fees and expenses in accordance with the rights of Wheel Pros under this Agreement. The provisions of this section ("INDEMNIFICATION") shall survive the expiration or termination of the agreement.

REMEDIES: Designer and/or Designer Corporation acknowledge and agree that the Confidential Information derives independent economic value from not being generally known to the public or to other Persons who can obtain economic value from the disclosure or use of the Confidential Information. Designer and/or Designer Corporation further acknowledge and agree that any breach of 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: *Peter Tran*

Title: *Design Engineer*

Date: *7-18-19*

("DESIGNER CORPORATION") if applicable

Company:

By: _____

Name:

Title:

Date:

("Wheel Pros, LLC")

By: 

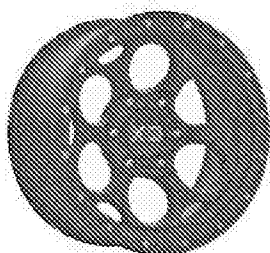
Printed Name: *Edward Burns*

Title: *General Counsel*

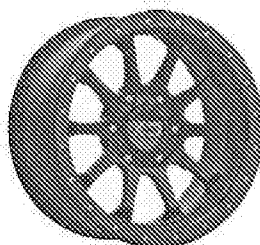
Date: *7-19-19*

EXHIBIT A

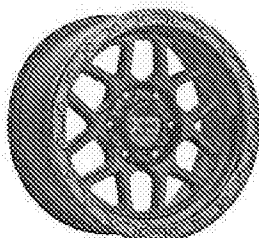
XD141



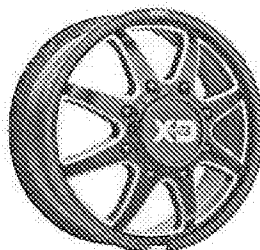
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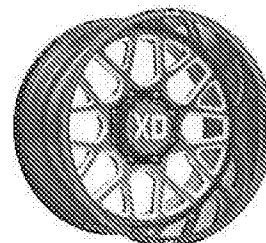
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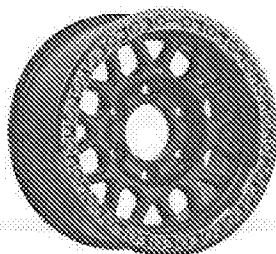
XD845



XD849



XD234



XD235

