

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Edelbrock Corporation		12/22/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	333 South Hope Street
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	Unknown:

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Serial Number:	76606259	R
Serial Number:	76569201	THUNDER SERIES AVS
Serial Number:	76617149	TI -TECH
Serial Number:	76618285	SDT
Registration Number:	1692824	ACCU-DRIVE
Registration Number:	0893650	EDELBROCK
Registration Number:	1649419	EDELBROCK TOTAL POWER PACKAGE
Registration Number:	1457065	EDELBROCK
Registration Number:	1737586	EF USA
Registration Number:	1936876	PERFORMER
Registration Number:	1543287	PERFORMER SERIES
Registration Number:	2108013	PERFORMER IAS
Registration Number:	1938294	PERFORMER RPM
Registration Number:	1311011	PRO-FLO

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Registration Number:	1803624	PRO-FLO
Registration Number:	1152914	PRO RAM II
Registration Number:	2522152	QWIKDATA
Registration Number:	2431323	RPM AIR GAP
Registration Number:	1311010	SIGNATURE SERIES
Registration Number:	0939776	TARANTULA
Registration Number:	2697384	THE MOST RESPECTED NAME IN PERFORMANCE
Registration Number:	0965089	TORKER
Registration Number:	1616620	TORKER II
Registration Number:	1986106	TRU-FLO
Registration Number:	2387171	TSUNAMI
Registration Number:	0871738	TUNNEL RAM
Registration Number:	1085905	UNI-SYN
Registration Number:	1227537	CYCLEFLEX
Registration Number:	1250929	TUBE SEAL
Registration Number:	2315630	RUSSELL

CORRESPONDENCE DATA

Fax Number: (213)430-6407
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: gdurham@omm.com
Correspondent Name: Gina M. Durham, Esq.
Address Line 1: 400 South Hope Street
Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Gina M. Durham
Signature:	/Gina M. Durham/
Date:	12/30/2004

Total Attachments: 4
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, EDELBROCK CORPORATION, a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Credit Agreement dated as of December 22, 2004 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”; the terms defined therein and not otherwise defined herein being used herein as therein defined) with, EDELBROCK HOLDINGS, INC., a Delaware corporation, EDELBROCK MERGER SUB, INC., a Delaware corporation, each lender from time to time party thereto (collectively, the “**Lenders**”), BANK OF AMERICA, N.A., as L/C Issuer and Agent for the Lenders (in such capacity, “**Secured Party**”) and CITY NATIONAL BANK as Documentation Agent, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor;

WHEREAS, Grantor may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Lender Swap Contracts**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Contracts are entered into (in such capacity, collectively, “**Swap Counterparties**”); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of December 22, 2004 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications

set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

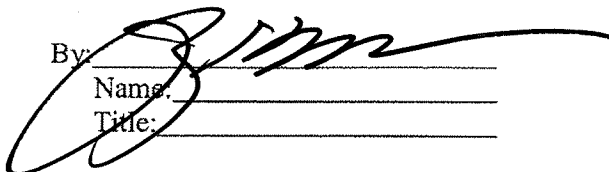
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22nd day of December, 2004.

EDELBROCK CORPORATION

By: 
Name: _____
Title: _____

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Registered Trademarks:

<u>Trademark No.</u>	<u>Trademark Description</u>	<u>Registration Date</u>	<u>Expiration</u>
1,692,824	ACCU-DRIVE	06/09/02	06/09/12
0,893,650	EDELBROCK	06/30/70	06/30/10
1,649,419	EDELBROCK TOTAL POWER PACKAGE	07/02/91	07/02/11
1,457,065	EDELBROCK DESIGN	09/15/87	09/15/07
1,737,586	EF USA AND DESIGN (Foundry Logo)	12/01/92	12/01/12
1,936,876	PERFORMER	11/21/95	11/21/05
1,543,287	PERFORMER SERIES	06/13/89	06/13/09
2,108,013	PERFORMER IAS	10/21/97	10/21/07
1,938,294	PERFORMER RPM	11/28/95	11/28/05
B544834 (A)	PERFORMER RPM	10/29/90	10/29/07
1,311,011	PRO-FLO (Air Cleaner)	12/25/84	12/25/04
1,803,624	PRO-FLO (Fuel Injection)	11/09/93	11/09/13
1,152,914	PRO-RAM II	05/05/81	05/05/11
2,522,152	QWIKDATA	12/25/01	12/25/11
2,431,323	RPM AIR GAP	02/27/01	02/27/11
1,311,010	SIGNATURE SERIES	12/25/84	12/25/14
0,939,776	TARANTULA	08/01/72	08/01/12
2,697,384	THE MOST RESPECTED NAME IN PERFORMANCE	03/18/03	03/18/13
0,965,089	TORKER	07/31/73	07/31/13
1,616,620	TORKER II	10/09/90	10/09/10
1,986,106	TRU-FLO	07/09/96	07/09/16
2,387,171	TSUNAMI	09/19/00	09/19/10
0,871,738	TUNNEL RAM	06/24/89	06/24/09
1,085,905	UNI-SYN	02/21/78	02/21/18
1,227,537	CYCLEFLEX	02/15/83	02/15/13
1,250,929	TUBE SEAL	09/13/83	09/13/13
2,315,630	Russell Performance Products	02/08/00	02/08/10
0,895,887	RUSSELL AUSTRALIA	11/22/01	11/22/11

*will file against
at a later date*

*will file against
at a later date.*

Pending Trademarks:

<u>Application No.</u>	<u>Trademark Description</u>	<u>File Date</u>
76/606,259	"R" (Stylized Design)	08/09/04
76/569,201	THUNDER SERIES AVS	01/24/04
76/617,149	TI-TECH	10/18/04
76/618,285	SDT	10/28/04