

TO:GINA M. DURHAM, ESQ. COMPANY:400 SOUTH HOPE STREET

3/26/09

TRADEMARK ASSIGNMENT

04-20-2009

Electronic Version v1.1  
 Stylesheet Version v1.1



103557309

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

Name	Formerly	Execution Date	Entity Type
Edelbrock Corporation		03/25/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	55 S. Lake Avenue, Suite 900
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	National Banking Association: <i>of United States</i>

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	1220765	
Registration Number:	0871738	TUNNEL RAM
Registration Number:	0893650	EDELBROCK
Registration Number:	0939776	TARANTULA
Registration Number:	0965089	TORKER
Registration Number:	1152914	PRO RAM II
Registration Number:	1227537	CYCLEFLEX
Registration Number:	1250929	TUBE SEAL
Registration Number:	1311010	SIGNATURE SERIES
Registration Number:	1311011	PRO-FLO
Registration Number:	1457065	EDELBROCK
Registration Number:	1543287	PERFORMER SERIES
Registration Number:	1616620	TORKER II
Registration Number:	1649419	EDELBROCK TOTAL POWER PACKAGE

CH \$940.00 1220765

TO:GINA M. DURHAM, ESQ. COMPANY:400 SOUTH HOPE STREET

Registration Number:	1692824	ACCU-DRIVE
Registration Number:	1737586	EF USA
Registration Number:	1803624	PRO-FLO
Registration Number:	1936876	PERFORMER
Registration Number:	1938294	PERFORMER RPM
Registration Number:	2108013	PERFORMER IAS
Registration Number:	2315630	RUSSELL
Registration Number:	2431323	RPM AIR GAP
Registration Number:	2522152	QWIKDATA
Registration Number:	2697384	THE MOST RESPECTED NAME IN PERFORMANCE
Registration Number:	2951101	THUNDER SERIES AVS
Registration Number:	3025749	R
Registration Number:	3090811	TI-TECH
Registration Number:	3284152	ENDURASHINE
Registration Number:	3305123	PRO PORT
Registration Number:	3361269	EDELBROCK
Registration Number:	3367520	PASSION FOR PERFORMANCE
Registration Number:	3367552	RPM XT
Registration Number:	3367553	RPM XTREME
Registration Number:	3470060	VICTOR
Registration Number:	3470081	E-FORCE
Registration Number:	3478569	ENDURA
Registration Number:	3537443	PRO - TUNER

## 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 2: O'Melveny &amp; Myers LLP

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:

CM# 019,368-1103

NAME OF SUBMITTER:

Gina M. Durham

Signature:

/Gina M. Durham/

TO:GINA M. DURHAM, ESQ. COMPANY:400 SOUTH HOPE STREET

Date:

03/26/2009

**Total Attachments: 4**

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TRADEMARK

REEL: 003974 FRAME: 0155

TO:GINA M. DURHAM, ESQ. COMPANY:400 SOUTH HOPE STREET

**GRANT OF TRADEMARK SECURITY INTEREST**

March 25, 2009

**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**, pursuant to the Letter of Credit and Reimbursement Agreement dated as of May 1, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Reimbursement Agreement**"; the terms defined therein and not otherwise defined herein being used herein as therein defined), by and between Edelbrock Permanent Mold, LLC, a California limited liability company ("**Edelbrock Permanent**"), and Bank of America, N.A., as Bank under the Reimbursement Agreement (in such capacity, "**Secured Party**"), among other things, Bank has issued an irrevocable direct pay letter of credit to provide security for the obligations of Edelbrock Permanent under the loan agreement, dated as of May 1, 2007, by and between Edelbrock Permanent and The Bank of New York Trust Company, N.A.; and

**WHEREAS**, Grantor has executed and delivered the Continuing and Unconditional Guaranty dated as of May 1, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty**") in favor of Secured Party, pursuant to which Grantor has guaranteed the prompt payment when due of all obligations of Edelbrock Permanent under the Reimbursement Agreement and the other Related Documents; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of May 1, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and between Grantor and Secured Party, Grantor created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral; and

**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

TO:GINA M. DURHAM, ESQ. COMPANY:400 SOUTH HOPE STREET

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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TO: GINA M. DURHAM, ESQ. COMPANY: 400 SOUTH HOPE STREET

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 date first written above.

EDELBROCK CORPORATION

By: 

Name: O. Victor Edelbrock

Title: CEO, President & Chairman

S-1

Grant of Trademark Security Interest  
(Second Lien)

LA3:1154606

TRADEMARK  
REEL: 003974 FRAME: 0158

TO:GINA M. DURHAM, ESQ. COMPANY:400 SOUTH HOPE STREET

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

**Registered Trademarks:**

No.	Registrant (or Last Registered Owner)	Trademark Description	Registration Number	Registration Date
1.	Edelbrock Corp.	Design only	1220765	12/21/82
2.	Edelbrock Corporation	TUNNEL RAM	0871738	06/24/69
3.	Edelbrock Corporation	EDELBROCK	0893650	06/30/70
4.	Edelbrock Corporation	TARANTULA	0939776	08/01/72
5.	Edelbrock Corporation	TORKER	0965089	07/31/73
6.	Edelbrock Corporation	PRO RAM II	1152914	05/06/81
7.	Edelbrock Corporation	CYCLEFLEX	1227537	02/15/83
8.	Edelbrock Corporation	TUBE SEAL	1250929	09/13/83
9.	Edelbrock Corporation	SIGNATURE SERIES	1311010	12/25/84
10.	Edelbrock Corporation	PRO-FLO	1311011	12/25/84
11.	Edelbrock Corporation	EDELBROCK	1457065	09/15/87
12.	Edelbrock Corporation	PERFORMER SERIES	1543287	06/13/89
13.	Edelbrock Corporation	TORKER II	1616620	10/09/90
14.	Edelbrock Corporation	EDELBROCK TOTAL POWER PACKAGE	1649419	07/02/91
15.	Edelbrock Corporation	ACCU-DRIVE	1692824	06/09/92
16.	Edelbrock Corporation	EF USA	1737586	12/01/92
17.	Edelbrock Corporation	PRO-FLO	1803624	11/09/93
18.	Edelbrock Corporation	PERFORMER	1936876	11/21/95
19.	Edelbrock Corporation	PERFORMER RPM	1938294	11/28/95
20.	Edelbrock Corporation	PERFORMER IAS	2108013	10/21/97
21.	Edelbrock Corporation	RUSSELL	2315630	02/08/00
22.	Edelbrock Corporation	RPM AIR GAP	2431323	02/27/01
23.	Edelbrock Corporation	QWIKDATA	2522152	12/25/01
24.	Edelbrock Corporation	THE MOST RESPECTED NAME IN PERFORMANCE	2697384	03/18/03
25.	Edelbrock Corporation	THUNDER SERIES AVS	2951101	05/17/05
26.	Edelbrock Corporation	R	3025749	12/13/05
27.	Edelbrock Corporation	TI-TECH	3090811	05/09/06
28.	Edelbrock Corporation	ENDURASHINE	3284152	08/28/07
29.	Edelbrock Corporation	PRO PORT	3305123	10/09/07
30.	Edelbrock Corporation	EDELBROCK	3361269	01/01/08
31.	Edelbrock Corporation	PASSION FOR PERFORMANCE	3367520	01/15/08
32.	Edelbrock Corporation	RPM XT	3367552	01/15/08
33.	Edelbrock Corporation	RPM XTREME	3367553	01/15/08
34.	Edelbrock Corporation	VICTOR	3470060	07/22/08
35.	Edelbrock Corporation	E-FORCE	3470081	07/22/08
36.	Edelbrock Corporation	ENDURA	3478569	08/05/08
37.	Edelbrock Corporation	PRO-TUNER	3537443	11/25/08

LA3:1154606

Schedule A-1

**TRADEMARK  
REEL: 003974 FRAME: 0159**

TO:GINA M. DURHAM, ESQ. COMPANY:400 SOUTH HOPE STREET

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

\*900130291\*

MARCH 30, 2009

PTAS

GINA M. DURHAM, ESQ.  
400 SOUTH HOPE STREET  
O'MELVENY & MYERS LLP  
LOS ANGELES, CA 90071UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 900130291

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE,  
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.  
IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,  
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT  
571-272-3350.

1. THE SUBMITTED ASSIGNMENT COVER SHEET IS NOT ACCEPTABLE. THE CITIZENSHIP OF THE RECEIVING PARTY MUST BE INDICATED ON THE COVER SHEET. AS OF JANUARY 16, 2009, TRADEMARK RULE 37 C.F.R. §3.31(A) WAS AMENDED TO ADD THE REQUIREMENT THAT THE ASSIGNMENT COVER SHEET MUST INCLUDE THE LEGAL ENTITY TYPE AND NATIONAL CITIZENSHIP (OR STATE OR COUNTRY OF ORGANIZATION) OF EACH PARTY RECEIVING THE ASSIGNMENT INTEREST. AND, IF THE PARTY RECEIVING THE ASSIGNMENT INTEREST IS A DOMESTIC PARTNERSHIP OR DOMESTIC JOINT VENTURE, THE COVER SHEET MUST STATE THE NAMES, LEGAL ENTITY TYPES, AND NATIONAL CITIZENSHIP (OR THE STATE OR COUNTRY OF ORGANIZATION) OF ALL GENERAL PARTNERS OR ACTIVE MEMBERS THAT COMPOSE THE PARTNERSHIP OR JOINT VENTURE. 37 C.F.R.

P.O. Box 1450, Alexandria, Virginia 22313-1450 - www.uspto.gov

TRADEMARK  
REEL: 003974 FRAME: 0160



TO:GINA M. DURHAM, ESQ. COMPANY:400 SOUTH HOPE STREET

§3.31(A)(8).

KIMBERLY WHITE, EXAMINER  
ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION