

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HOLLEY PERFORMANCE PRODUCTS, INC.		07/01/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO FOOTHILL, INC., AS AGENT
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Serial Number:	74603846	HOLLEY THE PERFORMANCE EDGE IN THIS CENTURY AND THE NEXT
Serial Number:	77483779	HOLLEY WIZARD
Registration Number:	3589536	HOOKER HEADERS
Serial Number:	76691971	HOLLEY
Registration Number:	3593599	NOS
Serial Number:	76691960	WEIAND
Registration Number:	3559440	EARL'S SUPPLY CO.
Serial Number:	76691893	HOOKER HEADERS
Serial Number:	76691282	STREET WARRIOR
Serial Number:	76691281	TRACK WARRIOR
Serial Number:	76673390	FINE ART YOU CAN WEAR!
Serial Number:	75736924	TOPQUALIFIER

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Registration Number:	2307441	QUICKSHOT
Serial Number:	75586279	LEGACY SERIES
Registration Number:	2316094	LASERSHOT
Serial Number:	75345914	BAY CORRUGATED PALLET COMPANY
Registration Number:	2239401	HYPER-STOP
Registration Number:	2166442	HYPERGRIP
Registration Number:	2082499	HYPERTEMP
Registration Number:	2075294	CASLER PERFORMANCE PRODUCTS
Registration Number:	1822354	TEAM G
Registration Number:	1754899	IQ-750
Registration Number:	1836425	BRAKE LOC
Registration Number:	1713058	IQ-500
Registration Number:	1726992	EPP
Registration Number:	1353694	MASTER FIT
Registration Number:	1270570	M.E.P.
Registration Number:	1152114	ECONO-SET
Registration Number:	1152113	ECONO-MATE
Registration Number:	1163395	ECONO-FIT
Registration Number:	1159708	RENEW KIT
Serial Number:	73135154	RENEW KIT
Serial Number:	72078284	PEP
Serial Number:	74257903	NITROUS OXIDE SYSTEMS
Serial Number:	74258651	SNEAKY PETE

CORRESPONDENCE DATA

Fax Number: (213)830-8743
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213.680.6400
Email: kimberley.lathrop@bingham.com
Correspondent Name: Kimberley A. Lathrop
Address Line 1: 355 South Grand Avenue
Address Line 2: Bingham McCutchen LLP
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3004422.318592
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/

Date:

07/01/2009

Total Attachments: 7

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AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NO. 1 TRADEMARK SECURITY AGREEMENT** (this "Amendment") is made this 1st day of July, 2009, by **WELLS FARGO FOOTHILL, INC.**, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement dated March 28, 2008 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Agreement") by the Grantors listed on the signature pages thereof (collectively, jointly and severally, "Grantors" and each individually "Grantor") in favor of Agent, the Grantors have, among other things, granted to Agent a security interest in and lien on the Trademark Collateral (as defined in the Agreement);

WHEREAS, pursuant to the terms of the Agreement, if any Grantor shall have obtained rights to any new trademarks, the provisions of the Agreement shall automatically apply thereto and the Grantors authorized Agent unilaterally to modify the Agreement by amending Schedule I to include any such new trademark rights of Grantors; and

WHEREAS, it has come to Agent's attention that the Grantors have acquired the new trademarks listed on Schedule I hereto and Agent desires to amend Schedule I to the Agreement to add thereto the trademarks set forth on Schedule I to this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:


1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Agreement.
2. AMENDMENT. Schedule I to the Agreement is hereby amended by adding thereto the trademarks listed on Schedule I hereto, which trademarks shall hereafter be part of the Trademark Collateral and are subject to Agent's security interest and lien.
3. SUPPLEMENT, NO NOVATION. This Amendment is a supplement to the Agreement and not a novation thereof. Except as expressly set forth in this Amendment, the terms of the Agreement shall continue in full force and effect without modification thereto.

[Signature page follows.]

IN WITNESS WHEREOF, Agent has caused this Amendment to be executed and delivered by its duly authorized officer as of the date first set forth above.

AGENT:

WELLS FARGO FOOTHILL, INC.,
a California corporation,
as Agent

By:  _____
Name: Sean Spring
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
COLTEC INDUSTRIES INC.	US	HOLLEY THE PERFORMANCE EDGE IN THIS CENTURY AND THE NEXT	74/603846	11/2/94
HOLLEY PERFORMANCE PRODUCTS, INC.	US	HOLLEY WIZARD	77/483779	05/27/08
HOLLEY PERFORMANCE PRODUCTS, INC.	US	HOOKEE HEADERS	76/691972 3589536	08/12/08 03/17/09
HOLLEY PERFORMANCE PRODUCTS, INC.	US	HOLLEY	76/691971	08/12/08
HOLLEY PERFORMANCE PRODUCTS, INC.	US	NOS	76/691969 3593599	08/12/08 03/24/09
HOLLEY PERFORMANCE PRODUCTS, INC.	US	WEIAND	76/691960	08/12/08
HOLLEY PERFORMANCE PRODUCTS, INC.	US	EARL'S SUPPLY CO..	76/691894 3559440	08/07/08 01/13/09
HOLLEY PERFORMANCE PRODUCTS, INC.	US	HOOKEE HEADERS	76/691893	08/07/08

TRADEMARK SECURITY AGREEMENT

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TRADEMARK
REEL: 004015 FRAME: 0926

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
HOLLEY PERFORMANCE PRODUCTS, INC.	US	STREET WARRIOR	76/691282	07/15/08
HOLLEY PERFORMANCE PRODUCTS, INC.	US	TRACK WARRIOR	76/691281	07/15/08
HOLLEY PERFORMANCE PRODUCTS, INC.	US	FINE ART YOU CAN WEAR!	76/673390	03/01/07
HOLLEY PERFORMANCE PRODUCTS, INC.	US	TOPQUALIFIER	75/736924	06/25/99
HOLLEY PERFORMANCE PRODUCTS, INC.	US	QUICKSHOT	75/586280 2307441	11/10/98 01/11/00
HOLLEY PERFORMANCE PRODUCTS, INC.	US	LEGACY SERIES	75/586279	10/30/99
HOLLEY PERFORMANCE PRODUCTS, INC.	US	LASERSHOT	75/586278 2316094	11/10/98 02/08/00
HOLLEY PERFORMANCE PRODUCTS, INC.	US	BAY CORRUGATED PALLET COMPANY	75/345914	08/25/97
HOLLEY PERFORMANCE PRODUCTS, INC.	US	HYPER-STOP	75/224537 2239401	01/13/97 04/13/99
HOLLEY PERFORMANCE PRODUCTS, INC.	US	HYPERGRIP	75/162586 2166442	09/09/96 06/16/98

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TRADEMARK
REEL: 004015 FRAME: 0927

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
HOLLEY PERFORMANCE PRODUCTS, INC.	US	HYPERTEMP	75/095229	04/25/96
			2082499	07/22/97
HOLLEY PERFORMANCE PRODUCTS, INC.	US	CASLER PERFORMANCE PRODUCTS	75/065324	02/29/96
			2075294	07/01/97
HOLLEY PERFORMANCE PRODUCTS, INC.	US	TEAM G	74/382840	04/21/93
			1822354	02/22/94
HOLLEY PERFORMANCE PRODUCTS, INC.	US	IQ-750	74/289215	06/29/92
			1754899	03/02/93
NITROUS OXIDE SYSTEMS, INC.	US	BRAKE LOC	74/257663	03/23/92
			1836425	05/10/94
HOLLEY PERFORMANCE PRODUCTS, INC.	US	IQ-500	74/174642	06/10/91
			1713058	09/08/92
HOLLEY PERFORMANCE PRODUCTS, INC.	US	EPP	74/143305	02/28/91
			1726992	10/27/92
HOLLEY PERFORMANCE PRODUCTS, INC.	US	MASTER FIT	73/465516	02/13/84
			1353694	08/13/85
HOLLEY PERFORMANCE PRODUCTS, INC.	US	M.E.P.	73/403945	11/26/82
			1270570	03/20/84

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TRADEMARK
REEL: 004015 FRAME: 0928

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
HOLLEY PERFORMANCE PRODUCTS, INC.	US	ECONO-SET	73/206306	03/06/79
			1152114	04/28/81
HOLLEY PERFORMANCE PRODUCTS, INC.	US	ECONO-MATE	73/206305	03/06/79
			1152113	04/28/81
HOLLEY PERFORMANCE PRODUCTS, INC.	US	ECONO-FIT	73/206304	03/06/79
			1163395	08/04/81
HOLLEY PERFORMANCE PRODUCTS, INC.	US	ECONOMASTER	73/139003	08/26/77
			118641	05/22/79
HOLLEY PERFORMANCE PRODUCTS, INC.	US	RENEW KIT	73/135154	07/25/77
			1159708	07/07/81
HOLLEY PERFORMANCE PRODUCTS, INC.	US	PEP	72-078284	07/23/59
			700479	07/05/80
NITROUS OXIDE SYSTEMS, INC.	US	NITROUS OXIDE SYSTEMS	74/257903	03/23/92
NITROUS OXIDE SYSTEMS, INC.	US	SNEAKY PETE	74/258651	03/24/92

TRADEMARK SECURITY AGREEMENT

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TRADEMARK
REEL: 004015 FRAME: 0929

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses

TRADEMARK SECURITY AGREEMENT

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RECORDED: 07/01/2009

TRADEMARK
REEL: 004015 FRAME: 0930