

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.		06/07/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Hawthorn Finco, LLC
Street Address:	142 West 57th Street
Internal Address:	Suite 17
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 98

Property Type	Number	Word Mark
Serial Number:	76675838	4150 HP
Serial Number:	76676019	4500 DOMINATOR HP
Serial Number:	75207657	AFTERBURNER
Serial Number:	77814983	AVENGER EFI
Serial Number:	76676013	BLACK
Serial Number:	76676015	BLUE
Serial Number:	74257671	CHEATER
Serial Number:	78508643	COMMANDER 950
Serial Number:	73201174	DOMINATOR
Serial Number:	75349741	DOMINATOR
Serial Number:	77814999	DOMINATOR EFI
Serial Number:	75586262	DOUBLE PUMPER
Serial Number:	73436906	EARL'S

CH \$2465.00 76675838

Serial Number:	74129580	EARL'S
Serial Number:	73436904	EARL'S
Serial Number:	75779143	EARL'S
Serial Number:	73436905	EARL'S
Serial Number:	74136085	EARL'S
Serial Number:	73436753	EARL'S
Serial Number:	73439174	EARL'S PERFORMANCE PRODUCTS
Serial Number:	73436873	EARL'S SUPPLY
Serial Number:	76691894	EARL'S SUPPLY CO.
Serial Number:	74258652	FLARE JET
Serial Number:	74478599	FLOWTECH
Serial Number:	76673123	FLOWTECH EXHAUST
Serial Number:	74257672	FOGGER
Serial Number:	74257889	FUNNEL JET
Serial Number:	73018549	HOLLEY
Serial Number:	73097370	HOLLEY
Serial Number:	71195061	HOLLEY
Serial Number:	75009602	HOLLEY
Serial Number:	76691971	HOLLEY
Serial Number:	74364454	HOLLEY
Serial Number:	73182411	HOLLEY
Serial Number:	73018606	HOLLEY
Serial Number:	76675513	HOLLEY BLACK ELECTRIC FUEL PUMP
Serial Number:	76675516	HOLLEY BLUE ELECTRIC FUEL PUMP
Serial Number:	76701707	HOLLEY EFI
Serial Number:	76701705	HOLLEY EFI
Serial Number:	76673752	HOLLEY EQUIPPED
Serial Number:	76704736	HOLLEY LS FEST
Serial Number:	76704735	HOLLEY LSFEST.COM
Serial Number:	76675514	HOLLEY RED ELECTRIC FUEL PUMP
Serial Number:	76699879	HOLLEY REMAN
Serial Number:	85081598	HOOKEE
Serial Number:	85081591	HOOKEE
Serial Number:	76673136	HOOKEE FOURBIDDEN
Serial Number:	75065251	HOOKEE HEADERS

	76691972	HOOKER HEADERS
Serial Number:	76691893	HOOKER HEADERS
Serial Number:	75065250	HOOKER HEADERS
Serial Number:	76673124	HOOKER TROUBLEMAKER
Serial Number:	75097305	HYPERFIRM
Serial Number:	75353168	I LOVE MY HOOKER HEADERS
Serial Number:	76704738	LS FEST
Serial Number:	73018656	M/T
Serial Number:	73441997	
Serial Number:	76675517	MODEL 4160
Serial Number:	76675511	MODEL 4175
Serial Number:	76288580	NO TROUBLE
Serial Number:	74257661	NOS
Serial Number:	76677177	NOS
Serial Number:	74258656	NOS
Serial Number:	76691969	NOS
Serial Number:	74461374	NOS NITROUS OXIDE SYSTEMS
Serial Number:	76288868	POWERSHOT
Serial Number:	74257673	POWERSHOT
Serial Number:	74306189	PRO-JECTION
Serial Number:	74257670	PRO-SHOT
Serial Number:	74257902	PRO-SHOT FOGGER
Serial Number:	74631897	PURPLE HORNIES
Serial Number:	76673129	RAPTOR
Serial Number:	76676014	RED
Serial Number:	75732427	SNIPER
Serial Number:	76686298	SNIPER
Serial Number:	76110429	SOLO-BLEED
Serial Number:	76676998	SPEED WARRIOR
Serial Number:	76685828	SPEED WARRIOR BY W WEIAND
Serial Number:	85584690	STEALTH
Serial Number:	73076451	STREET DOMINATOR
Serial Number:	76676997	STREET WARRIOR
Serial Number:	76685824	STREET WARRIOR BY WEIAND
Serial Number:	75349914	STRIP DOMINATOR

	74257664	SUPER POWERSHOT
Serial Number:	75556034	SYSTEMAX
Serial Number:	76671266	TEAM G
Serial Number:	74257662	TOP SHOT
Serial Number:	73777197	TRICK KIT
Serial Number:	75210015	TUNED FLOW
Serial Number:	76110574	U-SPEC-IT
Serial Number:	74108511	VOLUMAX
Serial Number:	74382843	W WEIAND
Serial Number:	75207658	WARLOCK
Serial Number:	76685671	WARRIOR
Serial Number:	76685819	W WEIAND WARRIOR
Serial Number:	74382844	WEIAND
Serial Number:	76691960	WEIAND
Serial Number:	76685670	WEIAND WARRIOR

CORRESPONDENCE DATA

Fax Number: 3128622200
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 3128623312
Email: patrick.lau@kirkland.com
Correspondent Name: Kirkland & Ellis LLP
Address Line 1: 300 North LaSalle
Address Line 2: c/o Patrick Lau, Legal Assistant
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	41912-105 PL
NAME OF SUBMITTER:	Patrick Lau
Signature:	/pl/
Date:	06/29/2012

Total Attachments: 20

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TRADEMARK

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 7th day of June, 2012, by and between HOLLEY PERFORMANCE PRODUCTS INC., a Delaware corporation ("Grantor"), and HAWTHORN FINCO, LLC, a Delaware limited liability company, in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Grantor ("HP Products"), Holley Performance Systems, Inc. ("HP Systems"), Demon Fuel Systems, Inc. ("Demon"), Sniper Motorsports, Inc. ("Sniper"; and together with Grantor, HP Systems and Demon, collectively, "Borrowers"), High Performance Industries, Inc. ("Parent"), High Performance Holdings, Inc. ("Parent Holdco"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. SUBORDINATION. This Trademark Security Agreement and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the "Subordination Agreement") dated as of June 7, 2012 among Hawthorn Finco, LLC, as Subordinated Loan Agent, High Performance Holdings, Inc., High Performance Industries, Inc., Holley Performance Products, Inc. and their subsidiaries party thereto (collectively, the "Companies"), Wells Fargo Capital Finance, Inc. ("Senior Revolving Agent") and LBC Credit Partners II, L.P. ("Senior Term Agent"), to the indebtedness (including interest) owed by the Companies pursuant to (i) that certain Amended and Restated Credit Agreement dated as of June 7, 2012 among the Companies, Senior Revolving Agent and the lenders from time to time party thereto and the other Senior Revolving Debt Documents (as defined in the Subordination Agreement), as such Amended and Restated Credit Agreement and other Senior Revolving Debt Documents have been and hereafter may be amended, supplemented or otherwise modified from time to time and to indebtedness refinancing the indebtedness under those agreements as contemplated by the Subordination Agreement, and (ii) that

certain Credit Agreement dated as of June 7, 2012 among the Companies, Senior Term Agent and the lenders from time to time party thereto and the other Senior Term Debt Documents (as defined in the Subordination Agreement), as such Credit Agreement and other Senior Term Debt Documents have been and hereafter may be amended, supplemented or otherwise modified from time to time and to indebtedness refinancing the indebtedness under those agreements as contemplated by the Subordination Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

3. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby unconditionally grants and pledges to Agent, for the benefit of each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

4. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security

Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor, Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

5. SECURITY AGREEMENT. The Security Interest granted pursuant to this

Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in

any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by

teletype or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Copyright Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT, ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL

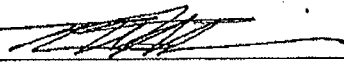
RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

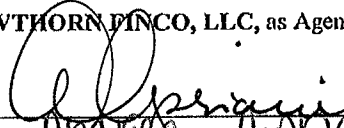
HOLLEY PERFORMANCE PRODUCTS INC.

By: 
Name: Thomas W. Tomlinson
Title: Chief Executive Officer and President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:






HAWTHORN PINCO, LLC, as Agent








By: 
Name: Andrea Cipriani
Title: Secretary

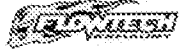
SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Holley Performance Products, Inc.	4150 HP	U.S.	76/675838 4/23/2007	—
Holley Performance Products, Inc.	4500 DOMINATOR HP	U.S.	76/676019 4/26/2007	3367510 1/15/2008
Holley Performance Products, Inc.	AFTERBURNER	U.S.	75/207657 12/3/1996	2248039 5/25/1999
Holley Performance Products, Inc.	AVENGER EFI	U.S.	77/814983 8/28/2009	3931930 3/15/2011
Holley Performance Products, Inc.	BLACK	U.S.	76/676013 4/26/2007	3364165 1/8/2008
Holley Performance Products, Inc.	BLUE	U.S.	76/676015 4/26/2007	3364167 1/8/2008
Holley Performance Products, Inc.	CHEATER	U.S.	74/257671 3/23/1992	1738012 12/8/1992
Holley Performance Products, Inc.	COMMANDER 950	Canada	1235768 11/2/2004	TMA702768 12/11/2007
Holley Performance Products, Inc.	COMMANDER 950	Mexico	685907 11/3/2004	868960 2/24/2005
Holley Performance Products, Inc.	COMMANDER 950	U.S.	78/508643 10/29/2004	3084704 4/25/2006
Holley Performance Products, Inc.	CONTENDER	Canada	0624141 1/27/1989	TMA369749 6/22/1990
Holley Performance Products, Inc.	DOMINATOR	Canada	0628766 3/31/1989	TMA426805 5/6/1994
Holley Performance Products, Inc.	DOMINATOR	U.S.	73/201174 1/24/1979	1133503 4/22/1980
Holley Performance Products, Inc.	DOMINATOR	U.S.	75/349741 9/2/1997	2346330 5/2/2000
Holley Performance Products, Inc.	DOMINATOR EFI	U.S.	77/814999 8/28/2009	3931931 3/15/2011

Grantor	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Holley Performance Products, Inc.	DOUBLE PUMPER	U.S.	75/586262 11/10/1998	2735009 7/8/2003
Holley Performance Products, Inc.	EARL'S	Canada	1501400 10/27/2010	TMA809079 10/14/2011
Holley Performance Products, Inc.	EARL'S	Hong Kong	199812528 2/1/1997	199812528 12/2/1998
Holley Performance Products, Inc.	EARL'S	Japan	S58-002636 1/14/1983	1829117 12/25/1985
Holley Performance Products, Inc.	EARL'S	U.S.	73/436906 7/29/1983	1295677 9/18/1984
Holley Performance Products, Inc.	EARL'S	U.S.	74/129580 1/11/1991	1723592 10/13/1992
Holley Performance Products, Inc.	EARL'S	U.S.	73/436904 7/29/1983	1293499 9/4/1984
Holley Performance Products, Inc.	EARL'S (Stylized) EARL'S	United Kingdom	1475030 8/31/1991	1475030 3/18/1994
Holley Performance Products, Inc.	EARL'S and Design 	Australia	518559 9/6/1989	518659 12/3/1992
Holley Performance Products, Inc.	EARL'S and Design 	Australia	517635 8/23/1989	517635 10/29/1992
Holley Performance Products, Inc.	EARL'S and Design 	Community Trademark	221952 4/11/1996	221952 1/19/1999
Holley Performance Products, Inc.	EARL'S and Design 	Hong Kong	199902088 2/1/1997	199902088 2/24/1999
Holley Performance Products, Inc.	EARL'S and Design 	Japan	S58-002637 1/14/1983	1893758 9/29/1986





Grantor	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Holley Performance Products, Inc.	EARL'S and Design 	U.S.	75/779143 8/19/1999	2471006 7/24/2001
Holley Performance Products, Inc.	EARL'S and Design 	U.S.	73/436905 7/29/1983	1295676 9/18/1984
Holley Performance Products, Inc.	EARL'S and Design 	U.S.	74/136085 2/4/1991	1706754 8/11/1992
Holley Performance Products, Inc.	EARL'S and Design 	U.S.	73/436753 7/29/1983	1297124 9/18/1984
Holley Performance Products, Inc.	EARL'S and Design 	United Kingdom	1475028 8/31/1991	1475028 3/4/1994
Holley Performance Products, Inc.	EARL'S PERFORMANCE PRODUCTS	Community Trademark	221937 4/11/1996	221937 1/20/1999
Holley Performance Products, Inc.	EARL'S PERFORMANCE PRODUCTS	Hong Kong	199813308 2/1/1997	199813308 12/21/1998
Holley Performance Products, Inc.	EARL'S PERFORMANCE PRODUCTS	U.S.	73/439174 8/15/1983	1293522 9/4/1984
Holley Performance Products, Inc.	EARL'S PERFORMANCE PRODUCTS (Stylized) 	Australia	518560 9/6/1989	518560 2/17/1993
Holley Performance Products, Inc.	EARL'S PERFORMANCE PRODUCTS (Stylized) 	Australia	517636 8/23/1989	517636 10/29/1992
Holley Performance Products, Inc.	EARL'S SUPPLY	U.S.	73/436873 7/29/1983	1293498 9/4/1984





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Holley Performance Products, Inc.	EARL'S SUPPLY CO.	U.S.	76/691894 8/7/2008	3559440 1/13/2009
Holley Performance Products, Inc.	ECONOMASTER	Canada	0624136 1/27/1989	TMA365059 2/2/1990
Holley Performance Products, Inc.	EPP	Australia	557053 6/3/1991	557053 4/21/1993
Holley Performance Products, Inc.	EPP	France	93462807 4/6/1993	93462807
Holley Performance Products, Inc.	EPP	France	INPI290215 6/7/1991	1732610
Holley Performance Products, Inc.	EPP	Germany	E31019 8/9/1991	2040916 7/22/1993
Holley Performance Products, Inc.	EPP	Italy	RM/2011/276 1/19/2011	1409501 1/24/2011
Holley Performance Products, Inc.	EPP	Japan	H03-064768 6/24/1991	2664316 5/31/1994
Holley Performance Products, Inc.	EPP	United Kingdom	1464619 5/17/1991	1464619 6/26/1992
Holley Performance Products, Inc.	FLARE JET	U.S.	74/258652 3/24/1992	1873100 1/10/1995
Holley Performance Products, Inc.	FLOWTECH	U.S.	74/478599 1/12/1994	1930646 10/31/1995
Holley Performance Products, Inc.	FLOWTECH EXHAUST and Design 	U.S.	76/673123 2/26/2007	3379944 2/12/2008
Holley Performance Products, Inc.	FOGGER	U.S.	74/257672 3/23/1992	1737970 12/8/1992
Holley Performance Products, Inc.	FUNNEL JET	U.S.	74/257889 3/23/1992	1873099 1/10/1995
Holley Performance Products, Inc.	HOLLEY	Argentina	2918567 5/29/2009	2377987 6/22/2010
Holley Performance Products, Inc.	HOLLEY	Argentina	2749621 6/1/2007	2220133 3/19/2008
Holley Performance Products, Inc.	HOLLEY	Australia	818736 12/24/1999	818736 5/14/2004







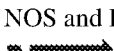
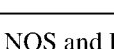
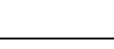


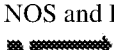
Grantor	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Holley Performance Products, Inc.	HOLLEY	Benelux	15254 10/21/1971	69194 10/1/1973
Holley Performance Products, Inc.	HOLLEY	Brazil	007041098 3/19/1973	007041098 12/25/1979
Holley Performance Products, Inc.	HOLLEY	Canada	0623432 1/18/1989	TMA365563 2/16/1990
Holley Performance Products, Inc.	HOLLEY	Colombia	93404303 8/25/1993	156697 6/20/1994
Holley Performance Products, Inc.	HOLLEY	Colombia	92187146 11/28/1979	103058 9/15/1983
Holley Performance Products, Inc.	HOLLEY	Colombia	93404304 8/25/1993	155583 4/20/1994
Holley Performance Products, Inc.	HOLLEY	Germany	H19576 4/17/1961	770706 2/19/1963
Holley Performance Products, Inc.	HOLLEY	Hong Kong	200010028AA 9/17/1998	200010028AA 7/19/2000
Holley Performance Products, Inc.	HOLLEY	International Registration Australia		1058584 11/11/2010
Holley Performance Products, Inc.	HOLLEY	International Registration China		1058584 11/11/2010
Holley Performance Products, Inc.	HOLLEY	International Registration European Community		1058584 11/11/2010
Holley Performance Products, Inc.	HOLLEY	Italy	RM/2010/6713 11/5/2010	1371975 11/15/2010
Holley Performance Products, Inc.	HOLLEY	Japan	H08-020977 2/29/1996	4221406 12/18/1998
Holley Performance Products, Inc.	HOLLEY	Japan	H10-077016 9/10/1998	4250938 3/19/1999
Holley Performance Products, Inc.	HOLLEY	Japan	H08-020976 2/29/1996	4080787 11/14/1997
Holley Performance Products, Inc.	HOLLEY	Japan	S38-053179 12/17/1963	0703770 4/8/1966






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Holley Performance Products, Inc.	HOLLEY	Mexico	255634 5/28/1980	255634 1/20/1981
Holley Performance Products, Inc.	HOLLEY	New Zealand	606015 1/5/2000	606015 8/9/2001
Holley Performance Products, Inc.	HOLLEY	New Zealand	606016 1/5/2000	606016 8/9/2001
Holley Performance Products, Inc.	HOLLEY	South Africa	B65/1512 4/14/1965	B65/1512 4/14/1965
Holley Performance Products, Inc.	HOLLEY	South Africa	B65/1511 4/14/1965	B65/1511 4/14/1965
Holley Performance Products, Inc.	HOLLEY	Spain	452014 7/14/1964	452014 11/11/1964
Holley Performance Products, Inc.	HOLLEY	U.S.	73/018549 4/11/1974	1021903 10/7/1975
Holley Performance Products, Inc.	HOLLEY	U.S.	73/097370 8/23/1976	1062188 3/29/1977
Holley Performance Products, Inc.	HOLLEY	U.S.	71/195061 4/5/1924	0188941 9/9/1924
Holley Performance Products, Inc.	HOLLEY	U.S.	75/009602 10/16/1995	2023526 12/17/1996
Holley Performance Products, Inc.	HOLLEY	U.S.	76/691971 8/12/2008	3684772 9/22/2009
Holley Performance Products, Inc.	HOLLEY	Venezuela	1965-005070 1/1/1965	F054019 2/28/1968
Holley Performance Products, Inc.	HOLLEY (Stylized) 	Canada	0244095 1/30/1958	TMA111654 9/26/1958
Holley Performance Products, Inc.	HOLLEY (Stylized) 	U.S.	74/364454 3/3/1993	1844076 7/12/1994
Holley Performance Products, Inc.	HOLLEY (Stylized) 	U.S.	73/182411 8/17/1978	1120891 6/26/1979
Holley Performance Products, Inc.	HOLLEY (Stylized) 	U.S.	73/018606 4/11/1974	1020361 9/16/1975

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Holley Performance Products, Inc.	HOLLEY and Design	Chile	735916 7/9/2006	768897 7/9/2006
Holley Performance Products, Inc.	HOLLEY and Design	Chile	736292 7/13/2006	768898 7/9/2006
Holley Performance Products, Inc.	HOLLEY BLACK ELECTRIC FUEL PUMP and Design 	U.S.	76/675513 4/16/2007	3364148 1/8/2008
Holley Performance Products, Inc.	HOLLEY BLUE ELECTRIC FUEL PUMP and Design 	U.S.	76/675516 4/16/2007	3364150 1/8/2008
Holley Performance Products, Inc.	HOLLEY EFI	U.S.	76/701707 2/19/2010	3957984 5/10/2011
Holley Performance Products, Inc.	HOLLEY EFI	U.S.	76/701705 2/19/2010	3961992 5/17/2011
Holley Performance Products, Inc.	HOLLEY EQUIPPED and Design 	U.S.	76/673752 3/8/2007	3328289 11/6/2007
Holley Performance Products, Inc.	HOLLEY LOW-RIDER AVENGER	Australia	1023813 10/6/2004	1023813 3/31/2005
Holley Performance Products, Inc.	HOLLEY LOW-RIDER AVENGER	Mexico	679428 9/29/2004	863493 12/14/2004
Holley Performance Products, Inc.	HOLLEY LS FEST	U.S.	76/704736 9/30/2010	3963919 5/24/2011
Holley Performance Products, Inc.	HOLLEY LSFEST.COM and Design 	U.S.	76/704735 9/30/2010	3960251 5/17/2011
Holley Performance Products, Inc.	HOLLEY RED ELECTRIC FUEL PUMP and Design 	U.S.	76/675514 4/16/2007	3364149 1/8/2008
Holley Performance Products, Inc.	HOLLEY REMAN	U.S.	76/699879 10/15/2009	3797957 6/8/2010


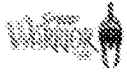
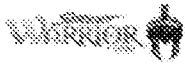
Grantor	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Holley Performance Products, Inc.	HOOKER	U.S.	85/081598 7/9/2010	4003776 7/26/2011
Holley Performance Products, Inc.	HOOKER	U.S.	85/081591 7/9/2010	4080865 1/3/2012
Holley Performance Products, Inc.	HOOKER FOURBIDDEN and Design 	U.S.	76/673136 2/26/2007	3337822 11/20/2007
Holley Performance Products, Inc.	HOOKER HEADERS	Canada	0305169 5/24/1967	TMA156173 3/29/1968
Holley Performance Products, Inc.	HOOKER HEADERS	U.S.	75/065251 2/29/1996	2075292 7/1/1997
Holley Performance Products, Inc.	HOOKER HEADERS	U.S.	76/691972 8/12/2008	3589536 3/17/2009
Holley Performance Products, Inc.	HOOKER HEADERS	U.S.	76/691893 8/7/2008	4115107 3/20/2012
Holley Performance Products, Inc.	HOOKER HEADERS and Design 	U.S.	75/065250 2/29/1996	2075291 7/1/1997
Holley Performance Products, Inc.	HOOKER TROUBLEMAKER and Design 	U.S.	76/673124 2/26/2007	3337821 11/20/2007
Holley Performance Products, Inc.	HYPERFIRM	U.S.	75/097305 5/1/1996	2112989 11/11/1997
Holley Performance Products, Inc.	HYPERGRIP	Canada	0832854 1/3/1997	TMA488833 1/30/1998
Holley Performance Products, Inc.	I LOVE MY HOOKER HEADERS and Design 	U.S.	75/353168 9/8/1997	2351121 5/23/2000
Holley Performance Products, Inc.	LS FEST	U.S.	76/704738 9/30/2010	3963920 5/24/2011



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Holley Performance Products, Inc.	M/T (Stylized) 	Canada	0624132 1/27/1989	TMA365966 2/23/1990
Holley Performance Products, Inc.	M/T (Stylized) 	U.S.	73/018656 4/12/1974	1016317 7/22/1975
Holley Performance Products, Inc.	Miscellaneous Earl's Design 	U.S.	73/441997 9/1/1983	1295993 9/18/1984
Holley Performance Products, Inc.	MODEL 4160	U.S.	76/675517 4/16/2007	—
Holley Performance Products, Inc.	MODEL 4175	U.S.	76/675511 4/16/2007	—
Holley Performance Products, Inc.	NO TROUBLE	U.S.	76/288580 7/23/2001	2692318 3/4/2003
Holley Performance Products, Inc.	NOS	Argentina	2784978 11/9/2007	—
Holley Performance Products, Inc.	NOS	Argentina	2784980 11/9/2007	2258065 11/12/2008
Holley Performance Products, Inc.	NOS	Canada	1136486 4/5/2002	TMA646182 8/19/2005
Holley Performance Products, Inc.	NOS	Community Trademark	3312956 8/14/2003	3312956 2/4/2005
Holley Performance Products, Inc.	NOS	Mexico	549925 6/4/2002	755745 7/25/2002
Holley Performance Products, Inc.	NOS	South Africa	2011/08515 4/11/2011	—
Holley Performance Products, Inc.	NOS	U.S.	74/257661 3/23/1992	1738011 12/8/1992
Holley Performance Products, Inc.	NOS	U.S.	76/677177 5/21/2007	3364191 1/8/2008
Holley Performance Products, Inc.	NOS and Design 	Argentina	2784975 11/9/2007	—



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Holley Performance Products, Inc.	NOS and Design 	Argentina	2784977 11/9/2007	2258060 11/12/2008
Holley Performance Products, Inc.	NOS and Design 	Brazil	840032943 2/22/2012	—
Holley Performance Products, Inc.	NOS and Design 	Canada	1136487 4/5/2002	TMA646139 8/19/2005
Holley Performance Products, Inc.	NOS and Design 	Chile	929260 11/15/2010	—
Holley Performance Products, Inc.	NOS and Design 	Chile	929259 11/15/2010	927023 8/2/2011
Holley Performance Products, Inc.	NOS and Design 	Community Trademark	3312931 8/14/2003	3312931 2/4/2005
Holley Performance Products, Inc.	NOS and Design 	International Registration Japan		1062874 11/11/2010
Holley Performance Products, Inc.	NOS and Design 	International Registration Australia		1062874 11/11/2010
Holley Performance Products, Inc.	NOS and Design 	International Registration China		1062874 11/11/2010
Holley Performance Products, Inc.	NOS and Design 	International Registration European Community		1062874 11/11/2010
Holley Performance Products, Inc.	NOS and Design 	Mexico	549926 6/4/2002	757808 7/31/2002
Holley Performance Products, Inc.	NOS and Design 	South Africa	2011/08516 4/11/2011	—
Holley Performance Products, Inc.	NOS and Design 	U.S.	74/258656 3/24/1992	1725069 10/20/1992

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Holley Performance Products, Inc.	NOS and Design 	U.S.	76/691969 8/12/2008	3593599 3/24/2009
Holley Performance Products, Inc. ¹	NOS and Design 	Brazil	827941021 11/10/2005	—
Holley Performance Products, Inc.	NOS and Design 	Italy	MO/2002/463 12/3/2002	1023169 10/3/2006
Holley Performance Products, Inc.	NOS NITROUS OXIDE SYSTEMS	U.S.	74/461374 11/18/1993	1895895 5/30/1995
Holley Performance Products, Inc.	NOS NITROUS OXIDE SYSTEMS and Design 	Japan	2012-004695. 1/26/2012	—
Holley Performance Products, Inc.	POWERSHOT	U.S.	76/288868 7/24/2001	2538268 2/12/2002
Holley Performance Products, Inc.	POWERSHOT	U.S.	74/257673 3/23/1992	1727069 10/27/1992
Holley Performance Products, Inc.	PRO DOMINATOR	Canada	0624137 1/27/1989	TMA390066 11/15/1991
Holley Performance Products, Inc.	PRO-JECTION	U.S.	74/306189 8/21/1992	1778849 6/29/1993
Holley Performance Products, Inc.	PRO-SHOT	U.S.	74/257670 3/23/1992	1738145 12/8/1992
Holley Performance Products, Inc.	PRO-SHOT FOGGER	U.S.	74/257902 3/23/1992	1798486 10/12/1993
Holley Performance Products, Inc.	PURPLE HORNIES	U.S.	74/631897 2/9/1995	2076101 7/1/1997
Holley Performance Products, Inc.	RAPTOR (Stylized) 	U.S.	76/673129 2/26/2007	3333289 11/13/2007
Holley Performance Products, Inc.	RED	U.S.	76/676014 4/26/2007	3364166 1/8/2008

¹ The recordal of an assignment to Holley Performance Products, Inc. is pending.

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Holley Performance Products, Inc.	RENEW KIT	Canada	0624140 1/27/1989	TMA378745 1/25/1991
Holley Performance Products, Inc.	SNIPER	U.S.	75/732427 6/18/1999	2351813 5/23/2000
Holley Performance Products, Inc.	SNIPER and Design 	U.S.	76/686298 1/30/2008	3486880 8/19/2008
Holley Performance Products, Inc.	SOLO-BLEED	U.S.	76/110429 8/16/2000	2490552 9/18/2001
Holley Performance Products, Inc.	SPEED WARRIOR	U.S.	76/676998 5/17/2007	3680103 9/8/2009
Holley Performance Products, Inc.	SPEED WARRIOR BY W WEIAND and Design 	U.S.	76/685828 1/16/2008	3861137 10/12/2010
Holley Performance Products, Inc.	STEALTH	U.S.	85/584690 3/30/2012	—
Holley Performance Products, Inc.	STREET DOMINATOR	Canada	0624139 1/27/1989	TMA389837 11/8/1991
Holley Performance Products, Inc.	STREET DOMINATOR	U.S.	73/076451 2/6/1976	1066680 5/31/1977
Holley Performance Products, Inc.	STREET WARRIOR	U.S.	76/676997 5/17/2007	3647963 6/30/2009
Holley Performance Products, Inc.	STREET WARRIOR BY WEIAND and Design 	U.S.	76/685824 1/16/2008	3568034 1/27/2009
Holley Performance Products, Inc.	STRIP DOMINATOR	Canada	0624138 1/27/1989	TMA390067 11/15/1991
Holley Performance Products, Inc.	STRIP DOMINATOR	U.S.	75/349914 9/2/1997	2493739 10/2/2001
Holley Performance Products, Inc.	SUPER POWERSHOT	U.S.	74/257664 3/23/1992	1727068 10/27/1992
Holley Performance Products, Inc.	SYSTEMAX	U.S.	75/556034 9/21/1998	2305840 1/4/2000

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Holley Performance Products, Inc.	TEAM G	U.S.	76/671266 1/11/2007	3322236 10/30/2007
Holley Performance Products, Inc.	TEAM G (Stylized) 	Australia	601403 4/30/1993	601403 4/3/1995
Holley Performance Products, Inc.	TEAM G (Stylized) 	Australia	601404 4/30/1993	601404 4/3/1995
Holley Performance Products, Inc.	TOP SHOT	U.S.	74/257662 3/23/1992	1769711 5/11/1993
Holley Performance Products, Inc.	TRICK KIT	Canada	0624134 1/27/1989	TMA380273 2/22/1991
Holley Performance Products, Inc.	TRICK KIT	U.S.	73/777197 1/30/1989	1557635 9/26/1989
Holley Performance Products, Inc.	TUNED FLOW	U.S.	75/210015 12/9/1996	2119778 12/9/1997
Holley Performance Products, Inc.	U-SPEC-IT	U.S.	76/110574 8/16/2000	2667809 12/31/2002
Holley Performance Products, Inc.	VOLUMAX	U.S.	74/108511 10/19/1990	1730640 11/10/1992
Holley Performance Products, Inc.	W WEIAND (Stylized) 	U.S.	74/382843 4/21/1993	1866730 12/13/1994
Holley Performance Products, Inc.	WARLOCK	U.S.	75/207658 12/3/1996	2173826 7/14/1998
Holley Performance Products, Inc.	WARRIOR	U.S.	76/685671 1/11/2008	3619710 5/12/2009
Holley Performance Products, Inc.	WARRIOR and Design 	U.S.	76/685819 1/16/2008	3619711 5/12/2009
Holley Performance Products, Inc.	WEIAND	Australia	601401 4/30/1993	601401 3/17/1995
Holley Performance Products, Inc.	WEIAND	Australia	601402 4/30/1993	601402 12/16/1994
Holley Performance Products, Inc.	WEIAND	U.S.	74/382844 4/21/1993	1867992 12/20/1994

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Holley Performance Products, Inc.	WEIAND	U.S.	76/691960 8/12/2008	3652774 7/7/2009
Holley Performance Products, Inc.	WEIAND W and Design 	Australia	601405 4/30/1993	601405 3/15/1995
Holley Performance Products, Inc.	WEIAND W and Design 	Australia	601406 4/30/1993	601406 3/15/1995
Holley Performance Products, Inc.	WEIAND WARRIOR	U.S.	76/685670 1/11/2008	3619709 5/12/2009

Trade Names

Common Law Trademarks

Trademark Licenses