

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.		10/24/2013	CORPORATION: DELAWARE
DEMON FUEL SYSTEMS, INC.		10/24/2013	CORPORATION: DELAWARE
QFT HOLDINGS, INC.		10/24/2013	CORPORATION: DELAWARE
HOLLEY PERFORMANCE SYSTEMS, INC.		10/24/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT
Street Address:	201 MERRITT 7
City:	NORWALK
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 144

Property Type	Number	Word Mark
Serial Number:	86000900	BG BARRY GRANT FUEL SYSTEMS
Serial Number:	86000943	BG BARRY GRANT FUEL SYSTEMS
Serial Number:	86000972	BG BARRY GRANT FUEL SYSTEMS
Registration Number:	3556041	BG BARRY GRANT FUEL SYSTEMS
Registration Number:	4316374	DEMON FUEL SYSTEMS
Registration Number:	2368810	DEMON CARBURETION CARBURETION INNOVATION
Registration Number:	2998261	IDLE-EZE
Registration Number:	2442018	NITROUS WORKS
Registration Number:	2425428	POWER WING
Serial Number:	76708367	RACE DEMON

OP \$3615.00 86000900

Registration Number:	2436559	RED RELEASE
Registration Number:	2023390	THE POWERFUEL SYSTEMS!
Registration Number:	2196512	VFI
Serial Number:	76708538	BAD MAN
Serial Number:	76708517	BARRY GRANT
Serial Number:	76708766	BG 400 BARRY GRANT FUEL SYSTEMS
Serial Number:	76708541	BG FUEL SYSTEMS
Registration Number:	4217997	DEMON CARBURETION
Serial Number:	85683171	DEMON FUEL SYSTEMS
Serial Number:	76708362	KING DEMON
Registration Number:	4254156	MIGHTY DEMON
Serial Number:	76708759	NITROUS WORKS
Registration Number:	4254155	ROAD DEMON
Serial Number:	76708760	SIX SHOOTER
Serial Number:	76708365	SPEED DEMON
Serial Number:	85501701	STREET DEMON
Serial Number:	76708539	TRACK-MASTER
Serial Number:	76708761	TRIPLE D INDUCTION
Serial Number:	76675838	4150 HP
Registration Number:	3367510	4500 DOMINATOR HP
Registration Number:	2248039	AFTERBURNER
Registration Number:	3931930	AVENGER EFI
Registration Number:	3364165	BLACK
Registration Number:	3364167	BLUE
Registration Number:	1738012	CHEATER
Registration Number:	3084704	COMMANDER 950
Serial Number:	85685591	COYOTE FEST
Registration Number:	1133503	DOMINATOR
Registration Number:	2346330	DOMINATOR
Registration Number:	3931931	DOMINATOR EFI
Registration Number:	2735009	DOUBLE PUMPER
Registration Number:	1295677	EARL'S
Registration Number:	1723592	EARL'S
Registration Number:	1293499	EARL'S
Registration Number:	2471006	EARL'S

	1295676	EARL'S
Registration Number:	1706754	EARL'S
Registration Number:	1297124	EARL'S
Registration Number:	1293498	EARL'S SUPPLY
Registration Number:	3559440	EARL'S SUPPLY CO.
Registration Number:	1873100	FLARE JET
Registration Number:	1930646	FLOWTECH
Registration Number:	3379944	FLOWTECH EXHAUST
Registration Number:	1737970	FOGGER
Registration Number:	4318393	FUEL YOUR PASSION
Registration Number:	1873099	FUNNEL JET
Serial Number:	85961583	HOLLEY 94
Registration Number:	1021903	HOLLEY
Registration Number:	1062188	HOLLEY
Registration Number:	0188941	HOLLEY
Registration Number:	2023526	HOLLEY
Registration Number:	3684772	HOLLEY
Registration Number:	1844076	HOLLEY
Registration Number:	1120891	HOLLEY
Registration Number:	1020361	HOLLEY
Registration Number:	3364148	HOLLEY BLACK ELECTRIC FUEL PUMP
Registration Number:	3364150	HOLLEY BLUE ELECTRIC FUEL PUMP
Registration Number:	3957984	HOLLEY EFI
Registration Number:	3961992	HOLLEY EFI
Registration Number:	3328289	HOLLEY EQUIPPED
Registration Number:	3963919	HOLLEY LS FEST
Registration Number:	3960251	HOLLEY LSFEST.COM
Registration Number:	3364149	HOLLEY RED ELECTRIC FUEL PUMP
Registration Number:	3797957	HOLLEY REMAN
Registration Number:	4003776	HOOKEE
Registration Number:	4080865	HOOKEE
Registration Number:	3337822	HOOKEE FOURBIDDEN
Registration Number:	2075292	HOOKEE HEADERS
Registration Number:	3589536	HOOKEE HEADERS
Registration Number:	4115107	HOOKEE HEADERS

	2075291	HOOKER HEADERS
Registration Number:	3337821	HOOKER TROUBLEMAKER
Registration Number:	2112989	HYPERFIRM
Registration Number:	2351121	I LOVE MY HOOKER HEADERS
Registration Number:	3963920	LS FEST
Serial Number:	76704737	LS FEST WEST
Registration Number:	1016317	M/T
Registration Number:	1295993	
Serial Number:	76675517	MODEL 4160
Serial Number:	76675511	MODEL 4175
Registration Number:	2692318	NO TROUBLE
Registration Number:	1738011	NOS
Registration Number:	3364191	NOS
Registration Number:	1725069	NOS
Registration Number:	3593599	NOS
Registration Number:	1895895	NOS NITROUS OXIDE SYSTEMS
Registration Number:	2538268	POWERSHOT
Registration Number:	1727069	POWERSHOT
Registration Number:	1778849	PRO-JECTION
Registration Number:	1738145	PRO-SHOT
Registration Number:	1798486	PRO-SHOT FOGGER
Registration Number:	2076101	PURPLE HORNIES
Registration Number:	3333289	RAPTOR
Registration Number:	3364166	RED
Registration Number:	2351813	SNIPER
Registration Number:	3486880	SNIPER
Registration Number:	2490552	SOLO-BLEED
Registration Number:	3680103	SPEED WARRIOR
Registration Number:	3861137	SPEED WARRIOR BY W WEIAND
Serial Number:	85584690	STEALTH
Registration Number:	1066680	STREET DOMINATOR
Registration Number:	3647963	STREET WARRIOR
Registration Number:	3568034	STREET WARRIOR BY WEIAND
Registration Number:	2493739	STRIP DOMINATOR
Registration Number:	1727068	SUPER POWERSHOT

	2305840	SYSTEMAX
Registration Number:	3322236	TEAM G
Serial Number:	85750824	TERMINATOR
Serial Number:	85750623	TERMINATOR
Registration Number:	1769711	TOP SHOT
Registration Number:	1557635	TRICK KIT
Registration Number:	2119778	TUNED FLOW
Registration Number:	1730640	VOLUMAX
Registration Number:	1866730	W WEIAND
Registration Number:	2173826	WARLOCK
Registration Number:	3619710	WARRIOR
Registration Number:	3619711	W WEIAND WARRIOR
Registration Number:	1867992	WEIAND
Registration Number:	3652774	WEIAND
Registration Number:	3619709	WEIAND WARRIOR
Serial Number:	76706869	BLACK WIDOW
Serial Number:	85586682	STEALTH
Serial Number:	76707696	SNIPER MOTORSPORTS
Registration Number:	4183485	SNIPER MOTORSPORTS
Serial Number:	76707699	SNIPER MOTORSPORTS
Registration Number:	4183486	SNIPER MOTORSPORTS
Serial Number:	76707729	SNIPER MOTORSPORTS PRECISION PERFORMANCE
Registration Number:	4183487	SNIPER MOTORSPORTS PRECISION PERFORMANCE
Serial Number:	85766100	BLACK DIAMOND
Serial Number:	86037265	FOUR DOOR
Registration Number:	4374423	QUICK FUEL TECHNOLOGY
Registration Number:	4203662	SLAYER
Serial Number:	76708767	ROAD DEMON JR
Registration Number:	1293522	EARL'S PERFORMANCE PRODUCTS

CORRESPONDENCE DATA

Fax Number: 3129939767

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 3129932647

Email: zeynep.gieseke@lw.com

TRADEMARK
REEL: 005139 FRAME: 0747

Correspondent Name: Zeynep Gieseke
Address Line 1: 233 S. Wacker Drive, Suite 5800
Address Line 2: c/o Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 025646-0708

NAME OF SUBMITTER: Zeynep Gieseke

Signature: /ZG/

Date: 10/25/2013

Total Attachments: 25

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 24, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 24, 2013 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Secured Parties, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Initial Borrower and HPH) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

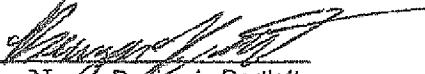
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

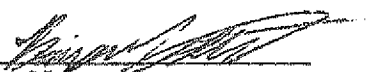
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Holley Performance Products Inc.
as Grantor

By: 
Name: Benjamin Bartlett
Title: Vice President and Assistant Secretary


Demon Fuel Systems, Inc.,
as Grantor

By: 
Name: Benjamin Bartlett
Title: Vice President and Assistant Secretary

QFT Holdings, Inc.,
as Grantor

By: 
Name: Benjamin Bartlett
Title: Vice President and Assistant Secretary

Holley Performance Systems, Inc.,
as Grantor

By: 
Name: Benjamin Bartlett
Title: Vice President and Assistant Secretary

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: Joseph Tunney
Name: Joseph Tunney
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005139 FRAME: 0752







SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT





Trademark Registrations

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Demon Fuel Systems, Inc.			
BG BARRY GRANT FUEL SYSTEMS	U.S.	86000900 July 2, 2013	
BG BARRY GRANT FUEL SYSTEMS	U.S.	86000943 July 2, 2013	
BG BARRY GRANT FUEL SYSTEMS	U.S.	86000972 July 2, 2013	
BG BARRY GRANT FUEL SYSTEMS and Design 	U.S.	77/300372 10/10/2007	3556041 1/6/2009
DEMON FUEL SYSTEMS	U.S.	85686520 July 25, 2012	4316374 April 9, 2013
DEMON CARBURETION CARBURETION INNOVATION ... NOTHING ELSE	U.S.	75/802253 9/20/1999	2368810 7/18/2000
IDLE-EZE	U.S.	78/466431 8/12/2004	2998261 9/20/2005
NITROUS WORKS	U.S.	75/754240 7/19/1999	2442018 4/10/2001
POWER WING	U.S.	75/236059 2/4/1997	2425428 1/30/2001
RACE DEMON	U.S.	76/708,367 07/15/2011	
RED RELEASE	U.S.	75/803970 9/17/1999	2436559 3/20/2001
THE POWERFUEL SYSTEMS!	U.S.	74/728728 9/13/1995	2023390 12/17/1996
VFI	U.S.	75/236056 2/4/1997	2196512 10/13/1998
BAD MAN	U.S.	76/708538 7/29/2011	Pending

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
BARRY GRANT (Stylized) 	U.S.	76/708517 7/27/2011	Pending
BG 400 BARRY GRANT FUEL SYSTEMS	U.S.	76/708766 8/17/2011	Pending
BG FUEL SYSTEMS and Design 	U.S.	76/708541 7/29/2011	Pending
DEMON CARBURETION and Design 	U.S.	76/708765 8/17/2011	4217997 10/02/2012
DEMON FUEL SYSTEMS	U.S.	85/683,171 07/20/2012	
KING DEMON	U.S.	76/708362 7/15/2011	Pending
MIGHTY DEMON	U.S.	76/708366 7/15/2011	4254156 12/04/2012
NITROUS WORKS and Design 	U.S.	76/708759 8/17/2011	Pending
RACE DEMON	U.S.	76/708367 7/15/2011	Pending
ROAD DEMON	U.S.	76/708363 7/15/2011	4254155 12/04/2012
ROAD DEMON JR and Design 	U.S.	76/708767 8/17/2011	4250293 11/27/2012
SIX SHOOTER	U.S.	76/708760 8/17/2011	Pending
SPEED DEMON	U.S.	76/708365 7/15/2011	4250293 11/27/2012
STREET DEMON	U.S.	85/501701 12/22/2011	Pending
TRACK-MASTER	U.S.	76/708539 7/29/2011	Pending
TRIPLE D INDUCTION	U.S.	76/708761 8/17/2011	Pending

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Holley Performance Products Inc.			
4150 HP	U.S.	76/675838 4/23/2007	—
4500 DOMINATOR HP	U.S.	76/676019 4/26/2007	3367510 1/15/2008
AFTERBURNER	U.S.	75/207657 12/3/1996	2248039 5/25/1999
AVENGER EFI	U.S.	77/814983 8/28/2009	3931930 3/15/2011
BLACK	U.S.	76/676013 4/26/2007	3364165 1/8/2008
BLUE	U.S.	76/676015 4/26/2007	3364167 1/8/2008
CHEATER	U.S.	74/257671 3/23/1992	1738012 12/8/1992
COMMANDER 950	Canada	1235768 11/2/2004	TMA702768 12/11/2007
COMMANDER 950	Mexico	685907 11/3/2004	868960 2/24/2005
COMMANDER 950	U.S.	78/508643 10/29/2004	3084704 4/25/2006
CONTENDER	Canada	0624141 1/27/1989	TMA369749 6/22/1990
COYOTE FEST	U.S.	85/685,591 07/24/2012	
DOMINATOR	Canada	0628766 3/31/1989	TMA426805 5/6/1994
DOMINATOR	U.S.	73/201174 1/24/1979	1133503 4/22/1980
DOMINATOR	U.S.	75/349741 9/2/1997	2346330 5/2/2000
DOMINATOR EFI	U.S.	77/814999 8/28/2009	3931931 3/15/2011
DOUBLE PUMPER	U.S.	75/586262 11/10/1998	2735009 7/8/2003
EARL'S	Canada	1501400 10/27/2010	TMA809079 10/14/2011

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
EARL'S	Hong Kong	199812528 2/1/1997	199812528 12/2/1998
EARL'S	Japan	S58-002636 1/14/1983	1829117 12/25/1985
EARL'S	U.S.	73/436906 7/29/1983	1295677 9/18/1984
EARL'S	U.S.	74/129580 1/11/1991	1723592 10/13/1992
EARL'S	U.S.	73/436904 7/29/1983	1293499 9/4/1984
EARL'S (Stylized) EARL'S	United Kingdom	1475030 8/31/1991	1475030 3/18/1994
EARL'S and Design 	Australia	518559 9/6/1989	518559 12/3/1992
EARL'S and Design 	Australia	517635 8/23/1989	517635 10/29/1992
EARL'S and Design 	Community Trademark	221952 4/11/1996	221952 1/19/1999
EARL'S and Design 	Hong Kong	199902088 2/1/1997	199902088 2/24/1999
EARL'S and Design 	Japan	S58-002637 1/14/1983	1893758 9/29/1986
EARL'S and Design 	U.S.	75/779143 8/19/1999	2471006 7/24/2001



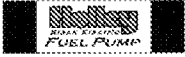
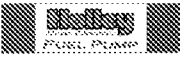


Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
EARL'S and Design 	U.S.	73/436905 7/29/1983	1295676 9/18/1984
EARL'S and Design 	U.S.	74/136085 2/4/1991	1706754 8/11/1992
EARL'S and Design 	U.S.	73/436753 7/29/1983	1297124 9/18/1984
EARL'S and Design 	United Kingdom	1475028 8/31/1991	1475028 3/4/1994
EARL'S PERFORMANCE PRODUCTS	Community Trademark	221937 4/11/1996	221937 1/20/1999
EARL'S PERFORMANCE PRODUCTS	Hong Kong	199813308 2/1/1997	199813308 12/21/1998
EARL'S PERFORMANCE PRODUCTS	U.S.	73/439174 8/15/1983	1293522 9/4/1984
EARL'S PERFORMANCE PRODUCTS (Stylized) EARL'S <small>PERFORMANCE PRODUCTS</small>	Australia	518560 9/6/1989	518560 2/17/1993
EARL'S PERFORMANCE PRODUCTS (Stylized) EARL'S <small>PERFORMANCE PRODUCTS</small>	Australia	517636 8/23/1989	517636 10/29/1992
EARL'S SUPPLY	U.S.	73/436873 7/29/1983	1293498 9/4/1984
EARL'S SUPPLY CO.	U.S.	76/691894 8/7/2008	3559440 1/13/2009
ECONOMASTER	Canada	0624136 1/27/1989	TMA365059 2/2/1990
EPP	Australia	557053 6/3/1991	557053 4/21/1993

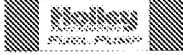




Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
EPP	France	93462807 4/6/1993	93462807
EPP	France	INPI290215 6/7/1991	1732610
EPP	Germany	E31019 8/9/1991	2040916 7/22/1993
EPP	Italy	RM/2011/276 1/19/2011	1409501 1/24/2011
EPP	Japan	H03-064768 6/24/1991	2664316 5/31/1994
EPP	United Kingdom	1464619 5/17/1991	1464619 6/26/1992
FLARE JET	U.S.	74/258652 3/24/1992	1873100 1/10/1995
FLOWTECH	U.S.	74/478599 1/12/1994	1930646 10/31/1995
FLOWTECH EXHAUST and Design 	U.S.	76/673123 2/26/2007	3379944 2/12/2008
FOGGER	U.S.	74/257672 3/23/1992	1737970 12/8/1992
FUEL YOUR PASSION	U.S.	85,520,516 01/19/2012	4318393 04/09/2013
FUNNEL JET	U.S.	74/257889 3/23/1992	1873099 1/10/1995
HOLLEY 94	U.S.	86961583 06/17/2013	
HOLLEY	Argentina	2918567 5/29/2009	2377987 6/22/2010
HOLLEY	Argentina	2749621 6/1/2007	2220133 3/19/2008
HOLLEY	Australia	818736 12/24/1999	818736 5/14/2004
HOLLEY	Australia	1481622 11/11/2010	1481622 10/04/2012
HOLLEY	Benelux	15254 10/21/1971	69194 10/1/1973

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
HOLLEY	Brazil	007041098 3/19/1973	007041098 12/25/1979
HOLLEY	Canada	0623432 1/18/1989	TMA365563 2/16/1990
HOLLEY 1	Colombia	93404303 8/25/1993	156697 4/20/1994
HOLLEY	Colombia	92187146 11/28/1979	103058 9/15/1983
HOLLEY	Colombia	93404304 8/25/1993	155583 4/20/1994
HOLLEY	Germany	H19576 4/17/1961	770706 2/19/1963
HOLLEY	Hong Kong	200010028AA 9/17/1998	200010028AA 7/19/2000
HOLLEY	Hong Kong		200010655 9/17/1998
HOLLEY	Hong Kong		200211201 08/26/2002
HOLLEY	Hong Kong		200010028 07/19/2000
HOLLEY	International Registration Australia		1058584 11/11/2010
HOLLEY	International Registration China		1058584 11/11/2010
HOLLEY	International Registration European Community		1058584 11/11/2010
HOLLEY	Italy	RM/2010/6713 11/5/2010	1371975 11/15/2010
HOLLEY	Japan	H08-020977 2/29/1996	4221406 12/18/1998

1 NOTE: Each of these Columbian trademarks was assigned from Coltec to the entity that is now Holley in connection with the 1998 purchase from Coltec pursuant to that certain Trademark Assignment by and between Coltec Industries Inc. and Holley Performance Products Inc., dated as of May 12, 1998. The assignment was not recorded in Colombia for cost saving reasons.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
HOLLEY	Japan	H10-077016 9/10/1998	4250938 3/19/1999
HOLLEY	Japan	H08-020976 2/29/1996	4080787 11/14/1997
HOLLEY	Japan	S38-053179 12/17/1963	0703770 4/8/1966
HOLLEY	Mexico	255634 5/28/1980	255634 1/20/1981
HOLLEY	New Zealand	606015 1/5/2000	606015 8/9/2001
HOLLEY	New Zealand	606016 1/5/2000	606016 8/9/2001
HOLLEY (Stylized) Holley	South Africa	B65/1512 4/14/1965	B65/1512 4/14/1965
<u>HOLLEY</u> Holley	South Africa	B65/1511 4/14/1965	B65/1511 4/14/1965
HOLLEY	Spain	452014 7/14/1964	452014 11/11/1964
HOLLEY	U.S.	73/018549 4/11/1974	1021903 10/7/1975
HOLLEY	U.S.	73/097370 8/23/1976	1062188 3/29/1977
HOLLEY	U.S.	71/195061 4/5/1924	0188941 9/9/1924
HOLLEY	U.S.	75/009602 10/16/1995	2023526 12/17/1996
HOLLEY	U.S.	76/691971 8/12/2008	3684772 9/22/2009
HOLLEY	Venezuela	1965-005070 1/1/1965	F054019 2/28/1968
HOLLEY (Stylized) HOLLEY	Canada	0244095 1/30/1958	TMA111654 9/26/1958
HOLLEY (Stylized) Holley	U.S.	74/364454 3/3/1993	1844076 7/12/1994








Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
HOLLEY (Stylized) 	U.S.	73/182411 8/17/1978	1120891 6/26/1979
HOLLEY (Stylized) 	U.S.	73/018606 4/11/1974	1020361 9/16/1975
HOLLEY and Design	Chile	735916 7/9/2006	768897 7/9/2006
HOLLEY and Design	Chile	736292 7/13/2006	768898 7/9/2006
HOLLEY BLACK ELECTRIC FUEL PUMP and Design 	U.S.	76/675513 4/16/2007	3364148 1/8/2008
HOLLEY BLUE ELECTRIC FUEL PUMP and Design 	U.S.	76/675516 4/16/2007	3364150 1/8/2008
HOLLEY EFI	U.S.	76/701707 2/19/2010	3957984 5/10/2011
HOLLEY EFI	U.S.	76/701705 2/19/2010	3961992 5/17/2011
HOLLEY EQUIPPED and Design 	U.S.	76/673752 3/8/2007	3328289 11/6/2007
HOLLEY LOW-RIDER AVENGER	Australia	1023813 10/6/2004	1023813 3/31/2005
HOLLEY LOW-RIDER AVENGER	Mexico	679428 9/29/2004	863493 12/14/2004
HOLLEY LS FEST	U.S.	76/704736 9/30/2010	3963919 5/24/2011
HOLLEY LSFEST.COM and Design 	U.S.	76/704735 9/30/2010	3960251 5/17/2011

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
HOLLEY RED ELECTRIC FUEL PUMP and Design 	U.S.	76/675514 4/16/2007	3364149 1/8/2008
HOLLEY REMAN	U.S.	76/699879 10/15/2009	3797957 6/8/2010
HOOKER	U.S.	85/081598 7/9/2010	4003776 7/26/2011
HOOKER	U.S.	85/081591 7/9/2010	4080865 1/3/2012
HOOKER FOURBIDDEN and Design 	U.S.	76/673136 2/26/2007	3337822 11/20/2007
HOOKER HEADERS	Canada	0305169 5/24/1967	TMA156173 3/29/1968
HOOKER HEADERS	U.S.	75/065251 2/29/1996	2075292 7/1/1997
HOOKER HEADERS	U.S.	76/691972 8/12/2008	3589536 3/17/2009
HOOKER HEADERS	U.S.	76/691893 8/7/2008	4115107 3/20/2012
HOOKER HEADERS and Design 	U.S.	75/065250 2/29/1996	2075291 7/1/1997
HOOKER TROUBLEMAKER and Design 	U.S.	76/673124 2/26/2007	3337821 11/20/2007
HYPERFIRM	U.S.	75/097305 5/1/1996	2112989 11/11/1997
HYPERGRIP	Canada	0832854 1/3/1997	TMA488833 1/30/1998
I LOVE MY HOOKER HEADERS and Design 	U.S.	75/353168 9/8/1997	2351121 5/23/2000





Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
LS FEST	U.S.	76/704738 9/30/2010	3963920 5/24/2011
LS FEST WEST	U.S.	76/704,737 09/30/2010	
M/T (Stylized) 	Canada	0624132 1/27/1989	TMA365966 2/23/1990
M/T (Stylized) 	U.S.	73/018656 4/12/1974	1016317 7/22/1975
Miscellaneous Earl's Design 	U.S.	73/441997 9/1/1983	1295993 9/18/1984
MODEL 4160	U.S.	76/675517 4/16/2007	—
MODEL 4175	U.S.	76/675511 4/16/2007	—
NO TROUBLE	U.S.	76/288580 7/23/2001	2692318 3/4/2003
NOS	Argentina	2784978 11/9/2007	—
NOS	Argentina	2784980 11/9/2007	2258065 11/12/2008
NOS	Canada	1136486 4/5/2002	TMA646182 8/19/2005
NOS	Community Trademark	3312956 8/14/2003	3312956 2/4/2005
NOS	Mexico	549925 6/4/2002	755745 7/25/2002
NOS	South Africa	2011/08515 4/11/2011	2011/08515 4/11/2011
NOS	U.S.	74/257661 3/23/1992	1738011 12/8/1992
NOS	U.S.	76/677177 5/21/2007	3364191 1/8/2008

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
NOS and Design NOS	Argentina	2784975 11/9/2007	—
NOS and Design NOS	Argentina	2784977 11/9/2007	2258060 11/12/2008
NOS & Design NOS	Australia	1419937	12/29/2011
NOS and Design NOS	Brazil	840032943 2/22/2012	—
NOS and Design2 NOS	Brazil	827941021 11/10/2005	—
NOS and Design NOS	Canada	1136487 4/5/2002	TMA646139 8/19/2005
NOS and Design NOS	Chile	929260 11/15/2010	ABANDONE D
NOS and Design NOS	Chile	929259 11/15/2010	927023 8/2/2011
NOS and Design NOS	Community Trademark	3312931 8/14/2003	3312931 2/4/2005
NOS & Design NOS	Cyprus	None 11/30/2012	
NOS and Design NOS	International Registration Japan		1062874 11/11/2010
NOS and Design NOS	International Registration Australia		1062874 11/11/2010
NOS and Design NOS	International Registration China		1062874 11/11/2010





2 The recordal of an assignment from Nitrous Oxide Systems, Inc. to Holley Performance Products Inc. is pending.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
NOS and Design 	International Registration European Community		1062874 11/11/2010
NOS and Design 	Italy	MO/2002/463 12/3/2002	1513992 10/3/2006
NOS and Design 	Mexico	549926 6/4/2002	757808 7/31/2002
NOS and Design 	South Africa	2011/08516 4/11/2011	201108516 4/11/2011
NOS and Design 	U.S.	74/258656 3/24/1992	1725069 10/20/1992
NOS and Design 	U.S.	76/691969 8/12/2008	3593599 3/24/2009
NOS NITROUS OXIDE SYSTEMS	U.S.	74/461374 11/18/1993	1895895 5/30/1995
NOS NITROUS OXIDE SYSTEMS and Design 	Japan	2012-004695. 1/26/2012	5575881 04/19/2013
POWERSHOT	U.S.	76/288868 7/24/2001	2538268 2/12/2002
POWERSHOT	U.S.	74/257673 3/23/1992	1727069 10/27/1992
PRO DOMINATOR	Canada	0624137 1/27/1989	TMA390066 11/15/1991
PRO-JECTION	U.S.	74/306189 8/21/1992	1778849 6/29/1993
PRO-SHOT	U.S.	74/257670 3/23/1992	1738145 12/8/1992
PRO-SHOT FOGGER	U.S.	74/257902 3/23/1992	1798486 10/12/1993
PURPLE HORNIES	U.S.	74/631897 2/9/1995	2076101 7/1/1997

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
RAPTOR (Stylized) 	U.S.	76/673129 2/26/2007	3333289 11/13/2007
RED	U.S.	76/676014 4/26/2007	3364166 1/8/2008
RENEW KIT	Canada	0624140 1/27/1989	TMA378745 1/25/1991
SNIPER	U.S.	75/732427 6/18/1999	2351813 5/23/2000
SNIPER and Design 	U.S.	76/686298 1/30/2008	3486880 8/19/2008
SOLO-BLEED	U.S.	76/110429 8/16/2000	2490552 9/18/2001
SPEED WARRIOR	U.S.	76/676998 5/17/2007	3680103 9/8/2009
SPEED WARRIOR BY W WEIAND and Design 	U.S.	76/685828 1/16/2008	3861137 10/12/2010
STEALTH	U.S.	85/584690 3/30/2012	—
STREET DOMINATOR	Canada	0624139 1/27/1989	TMA389837 11/8/1991
STREET DOMINATOR	U.S.	73/076451 2/6/1976	1066680 5/31/1977
STREET WARRIOR	U.S.	76/676997 5/17/2007	3647963 6/30/2009
STREET WARRIOR BY WEIAND and Design 	U.S.	76/685824 1/16/2008	3568034 1/27/2009
STRIP DOMINATOR	Canada	0624138 1/27/1989	TMA390067 11/15/1991
STRIP DOMINATOR	U.S.	75/349914 9/2/1997	2493739 10/2/2001
SUPER POWERSHOT	U.S.	74/257664 3/23/1992	1727068 10/27/1992

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
SYSTEMAX	U.S.	75/556034 9/21/1998	2305840 1/4/2000
TEAM G	U.S.	76/671266 1/11/2007	3322236 10/30/2007
TEAM G (Stylized) 	Australia	601403 4/30/1993	601403 4/3/1995
TEAM G (Stylized) 	Australia	601404 4/30/1993	601404 4/3/1995
TERMINATOR	USA	85/750/824 10/10/2012	
TERMINATOR	USA	85/750,623 10/10/2012	
TOP SHOT	U.S.	74/257662 3/23/1992	1769711 5/11/1993
TRICK KIT	Canada	0624134 1/27/1989	TMA380273 2/22/1991
TRICK KIT	U.S.	73/777197 1/30/1989	1557635 9/26/1989
TUNED FLOW	U.S.	75/210015 12/9/1996	2119778 12/9/1997
VOLUMAX	U.S.	74/108511 10/19/1990	1730640 11/10/1992
W WEIAND (Stylized) 	U.S.	74/382843 4/21/1993	1866730 12/13/1994
WARLOCK	U.S.	75/207658 12/3/1996	2173826 7/14/1998
WARRIOR	U.S.	76/685671 1/11/2008	3619710 5/12/2009
WARRIOR and Design 	U.S.	76/685819 1/16/2008	3619711 5/12/2009
WEIAND	Australia	601401 4/30/1993	601401 3/17/1995
WEIAND	Australia	601402 4/30/1993	601402 12/16/1994



Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
WEIAND	U.S.	74/382844 4/21/1993	1867992 12/20/1994
WEIAND	U.S.	76/691960 8/12/2008	3652774 7/7/2009
WEIAND	U.S.	74/382844 4/21/1993	1867992 12/20/1994
WEIAND	U.S.	76/691960 8/12/2008	3652774 7/7/2009
WEIAND W and Design 	Australia	601405 4/30/1993	601405 3/15/1995
WEIAND W and Design 	Australia	601406 4/30/1993	601406 3/15/1995
WEIAND WARRIOR	U.S.	76/685670 1/11/2008	3619709 5/12/2009
BLACK WIDOW	U.S.	76/706869 3/17/2011	—
STEALTH and Design 	U.S.	85586682 4/2/2012	—
Assigned to Holley Performance Products Inc. by Sniper Motorsports, Inc.			
SNIPER MOTORSPORTS	U.S.	76/707696 5/23/2011	—
SNIPER MOTORSPORTS	U.S.	76/707697 5/23/2011	4183485 07/31/2012
SNIPER MOTORSPORTS and Design 	U.S.	76/707699 5/23/2011	—
SNIPER MOTORSPORTS and Design 	U.S.	76/707698 5/23/2011	4183486 07/31/2012

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
SNIPER MOTORSPORTS PRECISION PERFORMANCE and Design 	U.S.	76/707729 5/24/2011	—
SNIPER MOTORSPORTS PRECISION PERFORMANCE and Design 	U.S.	76/707731 5/24/2011	4183487 07/31/2012
QFT Holdings, Inc.			
BLACK DIAMOND	U.S.	85/766,100 10/29/2012	Pending
BLACK DIAMOND	Australia	15521673 04/17/2013	
FOUR DOOR	U.S.	86037265 08/14/2013	Pending
QUICK FUEL TECHNOLOGY 	U.S.	85444669 10/11/2011	4374423 7/30/2013
SLAYER	U.S.	85444643 10/11/2011	4203662 9/4/2012
QUICK FUEL TECHNOLOGY 	Canada	1570423 3/26/2012	Pending

4

3 Application No. 1552167 has passed the examination stage of the registration process. It was advertised in the Australian Official Journal of Trade Marks July 4, 2013, and other people have two months from such advertisement within which to oppose registration.

4 NOTE: This trademark application was assigned to QFT Holdings as part of Holley's acquisition of Quick Fuel. This is in the process of being recorded by Canadian counsel.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
QUICK FUEL TECHNOLOGY 	Australia	1482093 3/22/2012	Pending
QUICK FUEL TECHNOLOGY 	Australia		1342938

UNREGISTERED TRADEMARKS

AFTERBURNER SOUND ENGINEERED MUFFLERS and Design



AVENGER EFI and Design



DOMINATOR EFI and Design



EARL'S PERFORMANCE PLUMBING and Design



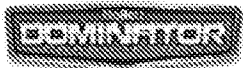
FJO

FJO RACING PRODUCTS and Design

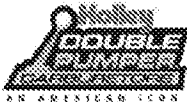


FOUR DOOR

HOLLEY DOMINATOR CARBURETORS and Design



HOLLEY DOUBLE PUMPER CARBURETORS AN
AMERICAN ICON and Design



HOLLEY EFI and Design



HOLLEY HP SERIES and Design



HOLLEY STREET AVENGER SYSTEM and Design



HOOKER AERO CHAMBER and Design



HOOKER and Design



HOOKER DARKSIDES

HOOKER DARKSIDES and Design



HP EFI

HP EFI ENGINE MANAGEMENT SYSTEM and Design



HP SERIES

LAUNCHER BY NOS and Design



LAUNCHER™

PURPLE HORNIES and Design



RED HOTS!

RED HOTS! FLOWTECH and Design



STEALTH RAM

STEALTH RAM and Design



STREET AVENGER

SWIVEL SEAL

TERMINATOR

TERMINATOR THE "BAD BOYS" OF HEADERS and Design



THE "BAD BOYS" OF HEADERS™

ULTRA HP

WARLOCK RACING MUFFLERS BY FLOWTECH and Design



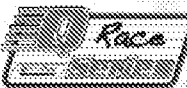
FUEL CHUTE™

INNOVATORS IN FUEL TECHNOLOGY

P SERIES and Design



Q RACE SERIES and Design



Q SERIES and Design



QFT and Design



QFT HOT ROD SERIES and Design



QFT SUPER STREET and Design



QFT™

QFX SERIES and Design



QUICKLINK™

QUICKSET™