

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355928

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Holley Performance Products Inc.		09/22/2015	CORPORATION: DELAWARE
QFT Holdings, Inc.		09/22/2015	CORPORATION: DELAWARE
Holley Performance Systems, Inc.		09/22/2015	CORPORATION: DELAWARE
Diablosport, LLC		09/22/2015	LIMITED LIABILITY COMPANY: DELAWARE
MSD LLC		09/22/2015	LIMITED LIABILITY COMPANY: DELAWARE
Accel Performance Group LLC		09/22/2015	LIMITED LIABILITY COMPANY: DELAWARE
Racepak LLC		09/22/2015	LIMITED LIABILITY COMPANY: DELAWARE
Powerteq LLC		09/22/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Cerberus Business Finance, LLC, as collateral agent
Street Address:	875 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 267

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
Serial Number:	77300372	BG BARRY GRANT FUEL SYSTEMS
Serial Number:	85686520	DEMON FUEL SYSTEMS
Serial Number:	75802253	DEMON CARBURETION CARBURETION INNOVATION
Serial Number:	78466431	IDLE-EZE
Serial Number:	75754240	NITROUS WORKS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	75236059	POWER WING
Serial Number:	75803970	RED RELEASE
Serial Number:	74728728	THE POWERFUEL SYSTEMS!
Serial Number:	75236056	VFI
Serial Number:	76708765	DEMON CARBURETION
Serial Number:	85683171	DEMON FUEL SYSTEMS
Serial Number:	76708366	MIGHTY DEMON
Serial Number:	86219895	RACINGHEART
Serial Number:	76708363	ROAD DEMON
Serial Number:	76708365	SPEED DEMON
Serial Number:	85501701	STREET DEMON
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:	86369889	BLACK WIDOW
Serial Number:	86219878	BLACKHEART
Serial Number:	76676015	BLUE
Serial Number:	74257671	CHEATER
Serial Number:	78508643	COMMANDER 950
Serial Number:	85685591	COYOTE FEST
Serial Number:	73201174	DOMINATOR
Serial Number:	75349741	DOMINATOR
Serial Number:	77814999	DOMINATOR EFI
Serial Number:	75586262	DOUBLE PUMPER
Serial Number:	73436906	EARL'S
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:	76691894	EARL'S SUPPLY CO.
Serial Number:	74258652	FLARE JET
Serial Number:	74478599	FLOWTECH
Serial Number:	76673123	FLOWTECH EXHAUST

Property Type	Number	Word Mark
Serial Number:	74257672	FOGGER
Serial Number:	85520516	FUEL YOUR PASSION
Serial Number:	74257889	FUNNEL JET
Serial Number:	85961583	HOLLEY 94
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	HOOKER
Serial Number:	85081591	HOOKER
Serial Number:	86413524	HOOKER
Serial Number:	75065251	HOOKER HEADERS
Serial Number:	76691972	HOOKER HEADERS
Serial Number:	76691893	HOOKER HEADERS
Serial Number:	75065250	HOOKER HEADERS
Serial Number:	75097305	HYPERFIRM
Serial Number:	75353168	I LOVE MY HOOKER HEADERS
Serial Number:	76704738	LS FEST
Serial Number:	86260705	LS FEST WEST
Serial Number:	73018656	M/T
Serial Number:	76675517	MODEL 4160
Serial Number:	76675511	MODEL 4175
Serial Number:	76288580	NO TROUBLE
Serial Number:	74257661	NOS
Serial Number:	74258656	NOS

Property Type	Number	Word Mark
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
Serial Number:	74257664	SUPER POWERSHOT
Serial Number:	75556034	SYSTEMAX
Serial Number:	76671266	TEAM G
Serial Number:	85750824	TERMINATOR
Serial Number:	85750623	TERMINATOR
Serial Number:	74257662	TOP SHOT
Serial Number:	73777197	TRICK KIT
Serial Number:	75210015	TUNED FLOW
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
Serial Number:	85586682	STEALTH
Serial Number:	76979259	SNIPER M O T O R S P O R T S

Property Type	Number	Word Mark
Serial Number:	76979268	SNIPER MOTORSPORTS
Serial Number:	86063147	SWIVEL-SEAL
Serial Number:	86403812	TERMINATOR
Serial Number:	86718559	
Serial Number:	86722495	BRAID BUDDY
Serial Number:	86718451	FROSTBITE PERFORMANCE COOLING
Serial Number:	86718540	FROSTBITE PERFORMANCE COOLING
Serial Number:	86738227	HOLLEY XP TUNER
Serial Number:	86738263	HOLLEY XP TUNER
Serial Number:	86484938	HYDRAMAT
Serial Number:	86554904	RACE DEMON
Serial Number:	86677856	WEIAND
Serial Number:	76707697	SNIPER MOTORSPORTS
Serial Number:	76707698	SNIPER M O T O R S P O R T S
Serial Number:	76707731	SNIPER MOTORSPORTS PRECISION PERFORMANCE
Serial Number:	86403822	DOMINATOR
Serial Number:	86406282	TRACK WARRIOR
Serial Number:	85766100	BLACK DIAMOND
Serial Number:	86037265	FOUR DOOR
Serial Number:	86432166	QUICK COOL
Serial Number:	86432170	QUICK COOL
Serial Number:	85444669	QUICK FUEL T E C H N O L O G Y
Serial Number:	85444643	SLAYER
Serial Number:	76603216	
Serial Number:	76585906	DIABLOSPORT
Serial Number:	76700759	INTUNE
Serial Number:	76639032	MAF.IA.
Serial Number:	76652856	MAFIA
Serial Number:	76640986	POWER PUCK
Serial Number:	76563108	PREDATOR
Serial Number:	76652854	TRINITY
Registration Number:	4180888	MSD
Registration Number:	4254904	ATOMIC EFI
Registration Number:	3231310	E-CURVE
Registration Number:	3124493	MSD POWERSPORTS
Registration Number:	3133800	TCD
Registration Number:	3190745	MSD IGNITION
Registration Number:	3155939	MSD 6ALN

Property Type	Number	Word Mark
Registration Number:	3155938	MSD IGNITION
Registration Number:	3155937	MSD IGNITION RACING
Registration Number:	3319112	SF STREET FIRE
Registration Number:	3427307	SF STREET FIRE
Registration Number:	2431063	SUPER CONDUCTOR
Registration Number:	2424645	MSD PRO-DATA
Registration Number:	2278834	HELI-CORE
Registration Number:	2299279	MSD
Registration Number:	2339620	PRO MAG
Registration Number:	4385623	DYNAFORCE
Registration Number:	4394055	DYNAFORCE
Registration Number:	0533982	M
Registration Number:	0904683	LLAKEWOOD INDUSTRIES
Registration Number:	0917573	TRACTION...ACTION!
Registration Number:	0922281	ACCEL
Registration Number:	0924091	BFL
Registration Number:	1068426	UNILITE
Registration Number:	1131664	THE PERFORMANCE PEOPLE
Registration Number:	1244189	MALLORY IGNITION
Registration Number:	1278689	PROMASTER
Registration Number:	1281295	HYFIRE
Registration Number:	1354807	MR. GASKET CO. G
Registration Number:	1376500	THE PERFORMANCE PEOPLE
Registration Number:	1436237	SPRINTMAG
Registration Number:	1436239	SPRINTMAG
Registration Number:	1441045	PRO WIRE
Registration Number:	1441046	SPRINT WIRE
Registration Number:	1443988	HYFIRE
Registration Number:	1458008	SUPER-MAG
Registration Number:	1480470	PRO SIDEWINDER
Registration Number:	1513340	COMP 9000
Registration Number:	1517021	COMP 9000
Registration Number:	1555684	COMP PUMP
Registration Number:	1620861	M
Registration Number:	1645921	COMP FILTER
Registration Number:	1645922	COMP FILTER
Registration Number:	2218663	CALMAP
Registration Number:	2439848	ULTRA-SEAL

Property Type	Number	Word Mark
Registration Number:	2514329	HAYS
Registration Number:	2655488	PROCONNECT
Registration Number:	2787074	PROCONNECT
Registration Number:	2911870	SUPER-TRUCK
Registration Number:	2946816	ACCEL ELIMINATOR
Registration Number:	3278231	E-SPARK
Registration Number:	3578895	LAKWOOD
Registration Number:	3595514	OES ENGINEERED QUALITY & FIT
Registration Number:	3668392	MALLORY
Registration Number:	3675095	DFI
Registration Number:	3735667	MR. G GASKET CO.
Registration Number:	3783198	ACCEL
Registration Number:	3801947	COPPERSEAL
Registration Number:	3875286	MALLORY
Registration Number:	3914562	MMX MODERN MUSCLE
Registration Number:	3920463	SLM SELF LEARNING MODULE
Registration Number:	4190295	ULTRA-SEAL
Registration Number:	4218481	FIRE STORM
Registration Number:	4269005	QWIKLINKS
Registration Number:	4313217	ENDURANCE PLUS
Registration Number:	4323573	FIRE STORM
Registration Number:	4323575	FIRE STORM
Registration Number:	4368501	ENDURANCE PLUS
Registration Number:	4639584	SUPERCOIL
Registration Number:	4254059	SMARTWIRE
Registration Number:	4254006	SMARTWIRE
Registration Number:	3718910	G2XPRO
Registration Number:	3214574	G2X
Registration Number:	1656136	RACEPAK
Registration Number:	3936081	MAINTENANCE MANAGER
Registration Number:	3153781	TRAIL JAMMER
Registration Number:	3125691	EDGE PRODUCTS
Registration Number:	3089580	MICRO TUNER
Registration Number:	3117080	JUICE
Registration Number:	3912662	SUPERCHIPS RACING
Registration Number:	3445708	CORTEX
Registration Number:	3241136	SUPERCHIPS
Registration Number:	3356808	FLASHPAQ

Property Type	Number	Word Mark
Registration Number:	3352887	FLASHPAQ
Registration Number:	4316083	TRAILDASH
Registration Number:	4333769	VIVID
Registration Number:	4333770	VIVID LINQ
Registration Number:	4185581	VIVID PAQ
Registration Number:	4255150	IHAWK
Registration Number:	4332592	VIGILANTE
Registration Number:	4024312	MAINTENANCE MANAGER
Registration Number:	4063502	MILEAGE COACH
Registration Number:	3114255	ATTITUDE
Registration Number:	3081307	SUPERCHIPS INC.
Registration Number:	3049069	EDGE
Serial Number:	86359198	ATOMIC AIR FORCE
Serial Number:	86286195	GET 'EM IN YOUR HEAD
Serial Number:	86230396	BRAINWAVE VEHICLE MANAGEMENT NETWORK
Serial Number:	86230460	BW
Serial Number:	86031667	BRAINWAVE
Serial Number:	86372470	HAYS
Serial Number:	86118270	HEADLOCK
Serial Number:	86165369	L LAKEWOOD INDUSTRIES
Serial Number:	86165370	L LAKEWOOD INDUSTRIES
Serial Number:	86592616	ELITE EFI
Serial Number:	86660380	SUPERTUNER
Serial Number:	86660381	STEALTH SUPERTUNER
Serial Number:	78360255	ADVANCED POWER SYSTEM
Serial Number:	76697244	EDGE RACING
Serial Number:	76697262	EDGE RACING
Serial Number:	77216461	MAX FUELER
Serial Number:	76691311	MILEAGE XS
Serial Number:	73369163	STREET STACKS
Serial Number:	74378396	SUPER CHIP

CORRESPONDENCE DATA

Fax Number: 2125935955

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

Phone: 212-765-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

TRADEMARK

REEL: 005628 FRAME: 0288

Address Line 2: 25th Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 014951-1582

NAME OF SUBMITTER: Scott Kareff (014951-1582)

SIGNATURE: /kc for sk/

DATE SIGNED: 09/22/2015

Total Attachments: 19

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 22, 2015, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Cerberus Business Finance, LLC ("Cerberus"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement dated as of September 22, 2015 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") by and among Holley, Holdings, each Subsidiary of Holley listed as a "Borrower" on the signatures pages thereto, and immediately upon the consummation of the Closing Date Acquisition (as defined therein) the other Persons party thereto that are designated as a "Credit Party" from time to time, the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), the Collateral Agent, and PNC Bank, National Association ("PNC") as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Collateral 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 Borrowers; 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 the Agents 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 Borrowers thereunder, each Grantor hereby agrees with the Collateral 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, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 U.S. Trademarks, registration and all application for registration thereof and 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, or other violation thereof.

Section 3. Excluded Property. Notwithstanding anything contained herein, the Collateral does not include any "intent to use" Trademarks or any other Intellectual Property if the grant, attachment or enforcement of a Lien on or security interest in such Intellectual Property would impair the validity or enforceability, or result in the cancellation or voiding of such Intellectual Property or any Intellectual Property issuing therefrom.

Section 4. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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 5. 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 subject to a security interest hereunder.

Section 6. 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 7. 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).

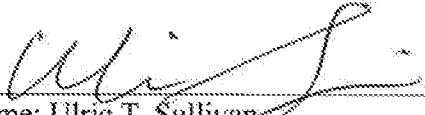
[SIGNATURE PAGES FOLLOW]

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.

GRANTORS:

HOLLEY PERFORMANCE PRODUCTS INC.
QFT HOLDINGS, INC.
HOLLEY PERFORMANCE SYSTEMS, INC.
DIABLOSPORT, LLC
MSD LLC
ACCEL PERFORMANCE GROUP LLC
RACEPAK LLC
POWERTEQ LLC

By:


Name: Ulric T. Sullivan
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

CERBERUS BUSINESS FINANCE, LLC,
as Collateral Agent



By:


Name: Daniel E. Wolf
Title: President






SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT




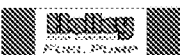


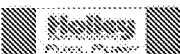
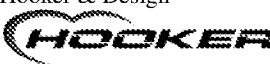
Trademark Registrations






1. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS





Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
Holley Performance Products Inc. (formerly trademarks of Demon Fuel Systems, Inc.)			
BG BARRY GRANT FUEL SYSTEMS	U.S.	86/000900 July 2, 2013	4612199 09/30/2014
BG BARRY GRANT FUEL SYSTEMS	U.S.	86/000943 July 2, 2013	4612200 09/30/2014
BG BARRY GRANT FUEL SYSTEMS AND DESIGN	U.S.	86/000972 July 2, 2013	4612201 09/30/2014
BG BARRY GRANT FUEL SYSTEMS and Design 	U.S.	77/300372 10/10/2007	3556041 1/6/2009
DEMON FUEL SYSTEMS & Design	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
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
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	4448646 12/10/2013
MIGHTY DEMON	U.S.	76/708366 7/15/2011	4254156 12/04/2012
RACINGHEART	U.S.	86/219895 03/13/2014	

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
ROAD DEMON	U.S.	76/708363 7/15/2011	4254155 12/04/2012
SPEED DEMON	U.S.	76/708365 7/15/2011	4250293 11/27/2012
STREET DEMON	U.S.	85/501701 12/22/2011	4433106 11/12/2013
Holley Performance Products Inc.			
4150 HP	U.S.	76/675838 4/23/2007	4426943 11/05/2013
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
BLACK WIDOW	U.S.	86/369889 8/18/2014	
BLACKHEART	U.S.	86/219,878 03/13/2014	
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	U.S.	78/508643 10/29/2004	3084704 4/25/2006
COYOTE FEST	U.S.	85/685,591 07/24/2012	
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	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 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 PERFORMANCE PRODUCTS	U.S.	73/439174 8/15/1983	1293522 9/4/1984
EARL'S SUPPLY CO.	U.S.	76/691894 8/7/2008	3559440 1/13/2009
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.	85961583 06/17/2013	
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 (Stylized) 	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 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 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
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 & Design 	U.S.	86/413524 10/02/2014	4767690 07/17/2015
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




Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
HOOKER HEADERS and Design 	U.S.	75/065250 2/29/1996	2075291 7/1/1997
HYPERFIRM	U.S.	75/097305 5/1/1996	2112989 11/11/1997
I LOVE MY HOOKER HEADERS and Design 	U.S.	75/353168 9/8/1997	2351121 5/23/2000
LS FEST	U.S.	76/704738 9/30/2010	3963920 5/24/2011
LS FEST WEST	U.S.	86/260705 04/23/2014	
M/T (Stylized) 	U.S.	73/018656 4/12/1974	1016317 7/22/1975
MODEL 4160	U.S.	76/675517 4/16/2007	4426942 11/05/2013
MODEL 4175	U.S.	76/675511 4/16/2007	4426941 11/05/2013
NO TROUBLE	U.S.	76/288580 7/23/2001	2692318 3/4/2003
NOS	U.S.	74/257661 3/23/1992	1738011 12/8/1992
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
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-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
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	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	U.S.	75/349914 9/2/1997	2493739 10/2/2001
SUPER POWERSHOT	U.S.	74/257664 3/23/1992	1727068 10/27/1992
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
TERMINATOR	U.S.	85/750/824 10/10/2012	4429875 11/05/2013
TERMINATOR	U.S.	85/750,623 10/10/2012	4441301 11/26/2013
TOP SHOT	U.S.	74/257662 3/23/1992	1769711 5/11/1993
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

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
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
W WEIAND WARRIOR and Design 	U.S.	76/685819 1/16/2008	3619711 5/12/2009
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 WARRIOR	U.S.	76/685670 1/11/2008	3619709 5/12/2009
STEALTH and Design 	U.S.	85586682 4/2/2012	—
SNIPER MOTORSPORTS & Design	U.S.	76979259 05/23/2011	4580269 08/05/2014
SNIPER MOTORSPORTS	U.S.	76979268 05/23/2011	4621333 10/14/2014
SWIVEL-SEAL	U.S.	86063147 09/12/2013	4661878 12/30/2014
TERMINATOR	U.S.	86403812 09/23/2014	
BEAR HEAD DESIGN ONLY	U.S.	86718559 08/07/2015	
BRAID BUDDY	U.S.	86722495 08/12/2015	
FROSTBITE PERFORMANCE COOLING	U.S.	86718451 08/07/2015	
FROSTBITE PERFORMANCE COOLING DESIGN	U.S.	86718540 08/07/2015	
HOLLEY XP TUNER	U.S.	86738227 08/26/2015	
HOLLEY XP TUNER DESIGN	U.S.	86738263 08/26/2015	
HYDRAMAT	U.S.	86484938 12/18/2014	
RACE DEMON	U.S.	86554904 03/05/2015	

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
WEIAND	U.S.	86677856 06/29/2015	
Assigned to Holley Performance Products Inc. by Sniper Motorsports, Inc.			
SNIPER MOTORSPORTS	U.S.	76/707697 5/23/2011	4183485 07/31/2012
SNIPER MOTORSPORTS and Design 	U.S.	76/707698 5/23/2011	4183486 07/31/2012
SNIPER MOTORSPORTS PRECISION PERFORMANCE and Design 	U.S.	76/707731 5/24/2011	4183487 07/31/2012
DOMINATOR	U.S.	86/403822 9/23/2014	Pending
TRACK WARRIOR	U.S.	86/406282 9/25/2014	Pending
QFT Holdings, Inc.			
BLACK DIAMOND	U.S.	85/766,100 10/29/2012	4441329 11/26/2013
FOUR DOOR	U.S.	86037265 08/14/2013	4639447 11/18/2014
QUICK COOL	U.S.	86/432166 10/23/2014	
QUICK COOL & Design	U.S.	86/432170 10/23/2014	
QUICK FUEL TECHNOLOGY 	U.S.	85444669 10/11/2011	4374423 7/30/2013
SLAYER	U.S.	85444643 10/11/2011	4203662 9/4/2012

Marks owned by DIABLOSPORT, LLC	Jurisdiction	Application No. Filing Date	Registration No. Registration Date
	U.S.	76603216 19-JUL-2004	3025697 13-DEC-2005
DIABLOSPORT	U.S.	76585906 09-APR-2004	2947507 10-MAY-2005
INTUNE	U.S.	76700759 09-DEC-2009	3970811 31-MAY-2011
	U.S.	76639032 19-MAY-2005	3089289 09-MAY-2006
	U.S.	76652856 04-JAN-2006	3398912 18-MAR-2008

Marks owned by DIABLOSPORT, LLC	Jurisdiction	Application No. Filing Date	Registration No. Registration Date
	U.S.	76640986 16-JUN-2005	3195484 09-JAN-2007
	U.S.	76563108 21-NOV-2003	3031066 20-DEC-2005
	U.S.	76652854 04-JAN-2006	3481085 05-AUG-2008



Registered Owner	Mark	Registration Number	Registration Date
HOLLEY PERFORMANCE PRODUCTS INC.	SNIPER MOTORSPORTS AND DESIGN	4580269	08/05/2014
HOLLEY PERFORMANCE PRODUCTS INC.	HOOKER	86413524	10/02/2014
HOLLEY PERFORMANCE PRODUCTS INC.	SNIPER MOTORSPORTS	76979268	05/23/2011
HOLLEY PERFORMANCE PRODUCTS INC.	SWIVEL-SEAL	86063147	09/12/2013

US Trademark Registrations – Owned by MSD LLC				
Our Ref.	Mark	Registration No.	Registration Date	Recorded Owner
020		4,180,888	07/24/2012	MSD LLC
021	ATOMIC EFI	4,254,904	12/04/2012	MSD LLC
022	E-CURVE	3,231,310	04/17/2007	MSD LLC
023	MSD POWERSPORTS	3,124,493	08/01/2006	MSD LLC
024	TCD	3,133,800	08/22/2006	MSD LLC
028	MSD IGNITION	3,190,745	01/02/2007	MSD LLC
029	MSD 6ALN	3,155,939	10/17/2006	MSD LLC
030	MSD IGNITION	3,155,938	10/17/2006	MSD LLC
031	MSD IGNITION RACING	3,155,937	10/17/2006	MSD LLC
032	SF STREET FIRE	3,319,112	10/23/2007	MSD LLC
033		3,427,307	05/13/2008	MSD LLC
034	SUPER CONDUCTOR	2,431,063	02/27/2001	MSD LLC
035	MSD PRO-DATA	2,424,645	01/30/2001	MSD LLC
036	HELI-CORE	2,278,834	09/21/1999	MSD LLC
037	MSD	2,299,279	12/14/1999	MSD LLC
038	PRO MAG	2,339,620	04/11/2000	MSD LLC
041		4,385,623	08/13/2013	MSD LLC
042	DYNAFORCE	4,394,055	08/27/2013	MSD LLC
US Trademark Registrations – Owned by Accel Performance Group LLC				
Our Ref.	Mark	Registration No.	Registration Date	Recorded Owner

013		0,533,982	11/28/1950	Accel Performance Group LLC
014		904,683	12/22/1970	Accel Performance Group LLC
015	TRACTION...ACTION!	0,917,573	08/03/1971	Accel Performance Group LLC
016		0,922,281	10/19/1971	Accel Performance Group LLC
017	BFL	0,924,091	11/23/1971	Accel Performance Group LLC
018	UNILITE	1,068,426	06/28/1977	Accel Performance Group LLC
019	THE PERFORMANCE PEOPLE	1,131,664	03/11/1980	Accel Performance Group LLC
020		1,244,189	07/05/1983	Accel Performance Group LLC
022	PROMASTER	1,278,689	05/22/1984	Accel Performance Group LLC
023	HYFIRE	1,281,295	06/12/1984	Accel Performance Group LLC
024		1,354,807	08/20/1985	Accel Performance Group LLC
025	THE PERFORMANCE PEOPLE	1,376,500	12/24/1985	Accel Performance Group LLC
026	SPRINTMAG	1,436,237	04/14/1987	Accel Performance Group LLC
027		1,436,239	04/14/1987	Accel Performance Group LLC
028	PRO WIRE	1,441,045	06/02/1987	Accel Performance Group LLC
029	SPRINT WIRE	1,441,046	06/02/1987	Accel Performance Group LLC
030		1,443,988	06/23/1987	Accel Performance Group LLC
031	SUPER-MAG	1,458,008	09/22/1987	Accel Performance Group LLC
032	PRO SIDEWINDER	1,480,470	03/15/1988	Accel Performance Group LLC
033		1,513,340	11/22/1988	Accel Performance Group LLC
034	COMP 9000	1,517,021	12/20/1988	Accel Performance Group LLC
035	COMP PUMP	1,555,684	09/12/1989	Accel Performance Group LLC
036		1,620,861	11/06/1990	Accel Performance Group LLC
037	COMP FILTER	1,645,921	05/28/1991	Accel Performance Group LLC
038		1,645,922	05/28/1991	Accel Performance Group LLC
039	CALMAP	2,218,663	01/19/1999	Accel Performance Group LLC
040	ULTRA-SEAL	2,439,848	04/03/2001	Accel Performance Group LLC
041		2,514,329	12/04/2001	Accel Performance Group LLC
042	PROCONNECT	2,655,488	12/03/2002	Accel Performance Group LLC
043	PROCONNECT	2,787,074	11/25/2003	Accel Performance Group LLC


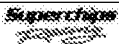
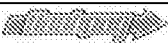




045	SUPER-TRUCK	2,911,870	12/14/2004	Accel Performance Group LLC
046	ACCEL ELIMINATOR	2,946,816	05/03/2005	Accel Performance Group LLC
047	E-SPARK	3,278,231	08/07/2007	Accel Performance Group LLC
048	LAKWOOD	3,578,895	02/24/2009	Accel Performance Group LLC
050		3,595,514	03/24/2009	Accel Performance Group LLC
051	MALLORY	3,668,392	08/18/2009	Accel Performance Group LLC
052	DFI	3,675,095	09/01/2009	Accel Performance Group LLC
053		3,735,667	01/12/2010	Accel Performance Group LLC
054	ACCEL	3,783,198	05/04/2010	Accel Performance Group LLC
055	COPPERSEAL	3,801,947	06/15/2010	Accel Performance Group LLC
056	MALLORY	3,875,286	11/16/2010	Accel Performance Group LLC
057		3,914,562	02/01/2011	Accel Performance Group LLC
058	SLM SELF LEARNING MODULE	3,920,463	02/15/2011	Accel Performance Group LLC
059	ULTRA-SEAL	4,190,295	08/14/2012	Accel Performance Group LLC
060		4,218,481	10/02/2012	Accel Performance Group LLC
061	QWIKLINKS	4,269,005	01/01/2013	Accel Performance Group LLC
062	ENDURANCE PLUS	4,313,217	04/02/2013	Accel Performance Group LLC
063		4,323,573	04/23/2013	Accel Performance Group LLC
064	FIRE STORM	4,323,575	04/23/2013	Accel Performance Group LLC
065		4,368,501	07/16/2013	Accel Performance Group LLC
066	SUPERCOIL	4,639,584	11/18/2014	Accel Performance Group LLC



US Trademark Registrations – Owned by Racepak LLC




Our Ref.	Mark	Registration No.	Registration Date	Recorded Owner
002		4,254,059	12/04/2012	Racepak LLC
003	SMARTWIRE	4,254,006	12/04/2012	Racepak LLC
004	G2XPRO	3,718,910	12/01/2009	Racepak LLC
005		3,214,574	03/06/2007	Racepak LLC
006	RACEPAK	1,656,136	09/10/1991	Racepak LLC




US Trademark Registrations – Owned by Powerteq LLC



Our Ref.	Mark	Registration No.	Registration Date	Recorded Owner
009	MAINTENANCE MANAGER	3,936,081	03/22/2011	PowerTeq, LLC

010	TRAIL JAMMER	3,153,781	10/10/2006	PowerTeq, LLC
011		3,125,691	08/08/2006	PowerTeq, LLC
012	MICRO TUNER	3,089,580	05/09/2006	PowerTeq, LLC
013	JUICE	3,117,080	07/18/2006	PowerTeq, LLC
014		3,912,662	02/01/2011	PowerTeq, LLC
015	CORTEX	3,445,708	06/10/2008	PowerTeq, LLC
016	SUPERCHIPS	3,241,136	05/15/2007	PowerTeq, LLC
017		3,356,808	12/18/2007	PowerTeq, LLC
018	FLASHPAQ	3,352,887	12/11/2007	PowerTeq, LLC
019		4,316,083	04/09/2013	PowerTeq, LLC
020	VIVID	4,333,769	05/14/2013	PowerTeq, LLC
021		4,333,770	05/14/2013	PowerTeq, LLC
022		4,185,581	08/07/2012	PowerTeq, LLC
023	IHAWK	4,255,150	12/04/2012	PowerTeq, LLC
024	VIGILANTE	4,332,592	05/07/2013	PowerTeq, LLC
025		4,024,312	09/13/2011	PowerTeq, LLC
026	MILEAGE COACH	4,063,502	11/29/2011	PowerTeq, LLC
027	ATTITUDE	3,114,255	07/11/2006	PowerTeq, LLC
028	SUPERCHIPS INC.	3,081,307	04/18/2006	PowerTeq, LLC
029	EDGE	3,049,069	01/24/2006	PowerTeq, LLC

US Trademark Applications – Owned by MSD LLC				
Our Ref.	Mark	Application No.	Filing Date	Recorded Owner
014	ATOMIC AIR FORCE	86/359,198	08/06/2014	MSD LLC
015	GET 'EM IN YOUR HEAD	86/286,195	05/20/2014	MSD LLC
016		86/230,396	03/24/2014; published for opposition 09/02/2014	MSD LLC
017		86/230,460	03/24/2014; "DEAD" abandonment date 01/06/2015	MSD LLC
040	BRAINWAVE	86/031,667	08/07/2013; published for opposition 10/15/2013	MSD LLC
US Trademark Applications – Owned by Accel Performance Group LLC				
Our Ref.	Mark	Application No.	Filing Date	Recorded Owner
071	HAYS	86/372,470	08/20/2014	Accel Performance Group LLC
072	HEADLOCK	86/118,270	11/13/2013; published	Accel Performance Group

US Trademark Applications – Owned by MSD LLC				
Our Ref.	Mark	Application No.	Filing Date	Recorded Owner
		Reg # 4,773,588	for opposition 09/02/2014; registered 07/14/2015	LLC
073		86/165,369	01/14/2014; published for opposition 06/30/2015	Accel Performance Group LLC
074		86/165,370	01/14/2014; published for opposition 06/30/2015	Accel Performance Group LLC
080		86/592,616	04/09/2015	Accel Performance Group LLC
088	SUPERTUNER	86/660,380	06/12/2015	Accel Performance Group LLC
089	STEALTH SUPERTUNER	86/660,381	06/12/2015	Accel Performance Group LLC

Trademark / Design	Jurisdiction	App. #	Reg. #	Filing Date	Reg. Date	Status	Owner
ADVANCED POWER SYSTEM	U.S. Federal	78360255	3005053	30-JAN-2004	04-OCT-2005	Registered	MSD, LLC
	U.S. Federal	76697244	3717226	06-MAY-2009	01-DEC-2009	Registered	POWERTEQ, LLC
EDGE RACING	U.S. Federal	76697262	3717227	06-MAY-2009	01-DEC-2009	Registered	POWERTEQ, LLC
	U.S. Federal	86592616		09-APR-2015		Pending	Accel Performance Group LLC
MAX FUELER	U.S. Federal	77216461	3584022	27-JUN-2007	03-MAR-2009	Registered	Accel Performance Group LLC
	U.S. Federal	76691311	3696241	15-JUL-2008	13-OCT-2009	Registered	POWERTEQ, LLC
STREET STACKS	U.S. Federal	73369163	1267881	11-JUN-1982	21-FEB-1984	Registered	Accel Performance Group LLC
SUPER CHIP	U.S. Federal	74378396	1876383	09-APR-1993	31-JAN-1995	Registered	POWERTEQ, LLC

Marks owned by DIABLOSPORT, LLC	Jurisdiction	Application No. Filing Date	Registration No. Registration Date
	U.S.	76603216 19-JUL-2004	3025697 13-DEC-2005
DIABLOSPORT	U.S.	76585906 09-APR-2004	2947507 10-MAY-2005
INTUNE	U.S.	76700759 09-DEC-2009	3970811 31-MAY-2011
	U.S.	76639032 19-MAY-2005	3089289 09-MAY-2006

Marks owned by DIABLOSPORT, LLC	Jurisdiction	Application No. Filing Date	Registration No. Registration Date
MAFIA	U.S.	76652856 04-JAN-2006	3398912 18-MAR-2008
POWER POCK	U.S.	76640986 16-JUN-2005	3195484 09-JAN-2007
PREDATOR	U.S.	76563108 21-NOV-2003	3031066 20-DEC-2005
Trinity	U.S.	76652854 04-JAN-2006	3481085 05-AUG-2008