

MRD 3/2/01

04-05-2001

FORM PTO 1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)



SHEET Y

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks 101669379 attached original documents or copy thereof.

1. Name of conveying party(ies):

Earl's Supply Company

- Individual(s), Association, General Partnership, Limited Liability, Corporation (California), Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Fleet Capital Corporation Internal Address: One South Wacker Drive, Suite 1400 City: Chicago State: Illinois Zip: 60606

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: December 29, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s) SEE ATTACHED SCHEDULE B

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: VEDDER,PRICE, KAUFMAN & KAMMHOLZ

Attention: Tammy S. Settle

Internal Address:

Street Address: 222 North LaSalle Street Suite 2600

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 22

7. Total Fee (37 CFR 3.41) \$ 565.00

- Enclosed, Authorized to be charged to deposit account (Any Deficiencies)

8. Deposit account number: 22-0259 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Tammy S. Settle Name of Person Signing

Signature

MARCH 21, 2001 Date

Total number of pages including cover sheet, attachments, and document: 22

Mail documents to be recorded with required cover sheet information to:

04/04/2001 GTON11 00000137 75620407 Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231

01 FC:481 40.00 OP 02 FC:482 525.00 OP

TRADEMARK REEL: 002263 FRAME: 0687

TRADEMARK AND LICENSE SECURITY AGREEMENT
between Earl's Supply Company and
Fleet Capital Corporation
SCHEDULE A
Trademark Applications

MARK	APPLICATION NUMBER
SOLO-BLEED	75/620,407
SOLO-BLEED	76/110,429
U-SPEC-IT	75/620,408
U-SPEC-IT	76/110,574
EARL'S & DESIGN	75/779,143

TRADEMARK AND LICENSE SECURITY AGREEMENT
between Earl's Supply Company and
Fleet Capital Corporation
SCHEDULE B
Trademark Registrations

MARK	REGISTRATION NUMBER
ECONO-FIT	1,163,395
ECONO-MATE	1,152,113
ECONO-SET	1,152,114
EPP	1,726,992
HYPER-STOP	2,239,401
HYPERFIRM	2,112,989
HYPERGRIP	2,166,442
HYPERTEMP	2,082,499
MISCELLANEOUS DESIGN	1,295,993
EARL'S	1,293,499
EARL'S	1,295,677
EARL'S & DESIGN	1,295,676
EARL'S & DESIGN	1,297,124
EARL'S PERFORMANCE PRODUCTS	1,293,522
EARL'S SUPPLY	1,293,498
EARL'S	1,723,592
EARL'S & DESIGN	1,706,754

TRADEMARK AND LICENSE SECURITY AGREEMENT

TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of December 21, 2000 made by Earl's Supply Company, a California corporation, having its chief executive office at 189 West Victoria Street, Long Beach, California 90801 ("Pledgor"), and FLEET CAPITAL CORPORATION, a Rhode Island corporation ("FCC"), as agent (FCC, in such capacity, being "Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, Pledgor has entered into that certain Loan and Security Agreement dated as of December 21, 2000 (as the same may hereafter be amended or otherwise modified from time to time, the "Loan Agreement"), by and among the Pledgor, Holley Performance Products, Inc., a Delaware corporation, Holley Performance Systems, Inc., a Delaware corporation, Weiland Automotive Industries, Inc., a California corporation, Lunati Cams, Inc., a Tennessee corporation, Lunati & Taylor Pistons, Incorporated, a Mississippi corporation, Nitrous Oxide Systems, Inc., a California corporation, Biggs Manufacturing, Inc., an Arizona corporation, and Hooker Industries, Inc., a California corporation, (collectively the "Borrowers"), the lenders who are signatories thereto ("Lenders") and Agent, pursuant to which Lenders have, subject to certain conditions precedent, agreed to make loans, advances and other financial accommodations (collectively, the "Loans") to Borrowers; and

WHEREAS, Lenders have required as a condition, among others, to the making of the Loans to Borrowers, in order to secure the prompt and complete payment, observance and performance of all of Borrowers' obligations and liabilities hereunder, under the Loan Agreement, and under all of the other instruments, documents and agreements executed and delivered by Borrowers to Agent, for itself and the ratable benefit of Lenders, in connection with the Loan Agreement (all such obligations and liabilities being hereinafter referred to collectively as the "Obligations"), that Pledgor execute and deliver this Agreement to Agent, for itself and the ratable benefit of Lenders;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor agrees as follows:

I. Defined Terms.

- A. Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.

- B. The words “hereof,” “herein” and “hereunder” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.
- C. All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

II. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Pledgor hereby grants to Agent, for itself and the ratable benefit of Lenders, a first priority security interest in, having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Pledgor’s now owned or existing and filed and hereafter acquired or arising and filed:

- A. trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, © the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Pledgor’s rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in the foregoing clauses (a)-(d), being sometimes hereinafter individually and/or collectively referred to as the “Trademarks”);
- B. the goodwill of Pledgor’s business connected with and symbolized by the Trademarks; and
- C. license agreements with any other party in connection with any Trademarks or such other party’s trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications, whether Pledgor is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of Agent’s rights, for itself and the ratable benefit of Lenders under the Loan Agreement (all of the foregoing being hereinafter referred to collectively as the “Licenses”). Notwithstanding the foregoing provisions of

this Section II, the Licenses shall not include any license agreement which by its terms prohibits the grant of the security interest contemplated by this Agreement or which requires the consent to such grant of a party other than Pledgor, which consent has not been obtained; provided that Pledgor uses commercially reasonable efforts to obtain such consent.

III. Restrictions on Future Agreements. Pledgor will not, without Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Pledgor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Agent, for itself and the ratable benefit of Lenders under this Agreement or the rights associated with those Trademarks which are necessary or desirable in the operation of Pledgor's business.

IV. New Trademarks. Pledgor represents and warrants that the Trademarks and Licenses listed on Schedules A and B, respectively, include all of the trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registrations, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks and service mark applications now owned or held by Pledgor. If, prior to the termination of this Agreement, Pledgor shall (I) obtain rights to any new trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registrations, service mark applications or license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, trade name, service mark, service mark registration or service mark application, the provisions of Section II shall automatically apply thereto and Pledgor shall give to Agent prompt written notice thereof. Pledgor hereby authorizes Agent to modify this Agreement by (a) amending Schedules A or B, as the case may be, to include any future trademarks, trademark registrations, trademark applications, trade names, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, service mark registrations, service mark applications and trade names that are Trademarks or Licenses under Section II, or under this Section IV, and (b) filing in the Patent and Trademark Office, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedules A or B thereto, as the case may be, such future trademarks, trademark applications, trade names, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and trade names which are Trademarks or Licenses under Section II or this Section IV.

V. Royalties. Pledgor hereby agrees that the use by Agent, for itself and the ratable benefit of Lenders, of the Trademarks and Licenses as authorized hereunder shall be, to the extent

permitted by applicable law, co-extensive with Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to Pledgor.

VI. Nature and Continuation of Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full and the Loan Agreement terminated. At such time the rights granted to Agent, for itself and the ratable benefit of Lenders, hereunder shall also terminate.

VII. Right to Inspect; Further Assignments and Security Interests. Agent, for itself and the ratable benefit of Lenders, shall have the right, at any reasonable time and from time to time, to inspect Pledgor's premises and to examine Pledgor's books, records, and operations relating to the Trademarks, including, without limitation, Pledgor's quality control processes; provided, that in conducting such inspections and examinations, Agent shall use its best efforts not to disturb unnecessarily the conduct of Pledgor's ordinary business operations. From and after the occurrence of an Event of Default, and subject to the terms of the Loan Agreement, Pledgor agrees that Agent, for itself and the ratable benefit of Lenders, or a conservator appointed by Agent, shall have the right to establish such reasonable additional product quality controls as Agent or such conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Pledgor under the Trademarks. Pledgor agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks without the prior written consent of Agent, (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (iii) not to change the quality of such products in any material respect without the prior written consent of Agent, which consent shall not be unreasonably withheld, delayed or conditioned.

VIII. Duties of Pledgor. Pledgor shall have the duty, to the extent desirable in the normal conduct of Pledgor's business and consistent with Pledgor's current business practices (i) to prosecute diligently any trademark applications or service mark applications that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks as Pledgor deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of Pledgor's rights in the trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Pledgor. Pledgor shall not abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be necessary or economically desirable in the operation of the Pledgor's business. To the extent that it is commercially reasonable, Pledgor agrees to retain an experienced trademark attorney reasonably acceptable to Agent for the filing and prosecution of all such applications and other proceedings. Agent shall not have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option during the continuance of an Event of Default,

and all reasonable expenses incurred in connection therewith shall be for the sole account of Pledgor and added to the Obligations secured hereby.

IX. Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Loan Agreement, Agent, for itself and the ratable benefit of Lenders, shall have the right, but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if Agent shall commence any such suit, Pledgor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Pledgor shall, upon demand, promptly reimburse and indemnify Agent for all costs and reasonable expenses incurred by Agent in the exercise of its rights under this Section IX (including, without limitation, all attorneys' and paralegals' fees). If, for any reason whatsoever, Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

X. Waivers. No course of dealing between Pledgor and Agent, and no failure to exercise or delay in exercising on the part of Agent any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver of any of Agent's or Lenders' rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the Loan Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

XI. Agent's Exercise of Rights and Remedies Upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement, or any other agreement executed in connection therewith. Without limiting the generality of the foregoing, Pledgor acknowledges and agrees that (i) the Trademarks and Licenses comprise a portion of the Collateral and Agent, for itself and the ratable benefit of Lenders, shall have the right to exercise its rights and the Lenders' rights under the Loan Agreement with respect to the Trademarks and Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuance of an Event of Default, Agent or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the Inventory, or otherwise in connection with the conduct of Pledgor's business.

XII. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

XIII. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Sections IV hereof or by a writing signed by the parties hereto.

XIV. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies, for itself and the ratable benefit of Lenders, with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Pledgor hereby irrevocably appoints Agent as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor or otherwise to carry out the acts described below. Subject to the terms of the Loan Agreement and except as prohibited by any contractual provisions other than such as may have been entered into for the purpose of evading this section, upon the occurrence and during the continuance of an Event of Default and the giving by Agent of written notice to Pledgor of Agent's intention to enforce its rights and claims, for itself and the ratable benefit of Lenders, against Pledgor, Pledgor hereby authorizes Agent to, in its sole discretion (i) endorse Pledgor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Agent deems is in the best interest of itself and the Lenders, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. Agent shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section XIV without taking like action with respect to the entire goodwill of Pledgor's business connected with the use of, and symbolized by, such Trademarks. Pledgor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section VI. Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or Lenders under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Agent, for itself and the ratable benefit of Lenders shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.

XV. Binding Effect; Benefits. This Agreement shall be binding upon Pledgor and its successors and assigns, and shall inure to the benefit of Agent and Lenders and their respective nominees, successors and assigns. Pledgor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Pledgor; provided, however that Pledgor shall not voluntarily assign its obligations hereunder without the prior written consent of Agent.

XVI. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as distinguished from the conflicts of law provisions) and decisions of the State of Illinois.

XVII. Notices. All notices or other communications required or permitted hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

XVIII. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

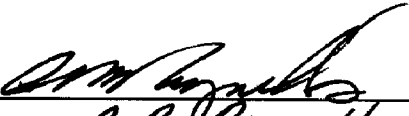
XIX. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

XX. Right of Recordal of Security Interest. Agent shall have the right, for itself and the ratable benefit of Lenders, but not the obligation, at the expense of Pledgor, to record this Agreement in the United States Trademark Office and with such other recording authorities deemed reasonable and proper by Agent, and Agent shall advise Pledgor of such recordals. Upon satisfaction in full of the Obligations and termination of the Loan Agreement, Pledgor shall have the right to effect recordal of such satisfaction or termination at the expense of Pledgor in the United States Trademark Office and with such other recording authorities deemed reasonable and proper by Pledgor. Agent and Pledgor shall cooperate to effect all such recordals hereunder.

[Signature page follows]

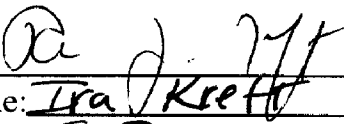
IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark and License Security Agreement on the day and year first above written.

EARL'S SUPPLY, INC., a California corporation

By: 
Name: P. B. Reynolds
Title: VP & CFO

Accepted and agreed to as of this 29th day of December, 2000

FLEET CAPITAL CORPORATION,
a Rhode Island corporation

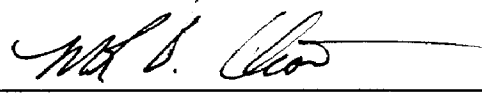
By: 
Name: Ira J. Kretz
Title: SVP

STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS

The foregoing Trademark and License Agreement was executed and acknowledged before me this 28 day of December, 2000, by Bruce Reynolds personally known to me to be the VP & CFO of Earl's Supply Company, a California corporation, on behalf of such corporation.

(SEAL)






Notary Public
My commission expires 4-29-01

SCHEDULE A
to Trademark and License Security Agreement

TRADEMARKS


LISTING OF ACTIVE DOMESTIC AND FOREIGN TRADEMARK REGISTRATIONS AND
APPLICATIONS FOR HOLLEY PERFORMANCE PRODUCTS INC. AND RELATED ENTITIES AS OF DECEMBER 18, 2000

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
EARL'S	Earl's Supply Co.	Hong Kong	1482/97	02/01/97	12528/98	12/02/98	Parts and Fittings for Vehicles and Vehicle Engines; Hoses; Hose Adaptors and Fittings, Clamps, Couplings and Connectors, All Being Parts for Vehicles and Vehicle Engines; Oil Coolers for Cooling Oil in Internal Combustion Engine and in Automatic Transmission, All for Vehicles; All Included in Class 12	Renewal Application Due Between 11/01/2003 and 02/01/2004
EARL'S and Design 	Earl's Supply Co.	Australia	518,559	09/06/89	518,559	09/06/89	Machine Parts in This Class for Use on Land and Marine Vehicles Including Valves, Carburetors, Filters, Separators and Sealing Joints, Being Goods Included in Class 7	Second Renewal Application Due 09/06/2006
EARL'S and Design 	Earl's Supply Co.	Australia	517,635	08/23/89	517,635	08/23/89	Automotive and Marine Parts and Accessories in This Class, Including Fluid Control Products, Being Goods Included in Class 12	Second Renewal Application Due 08/23/2006
EARL'S and Design 	Earl's Supply Co.	Hong Kong	1483/97	02/01/97	2088/99	02/24/99	Parts and Fittings for Vehicles and Vehicle Engines; Hoses; Hose Adaptors and Fittings, Clamps, Couplings and Connectors, All Being Parts for Vehicles and Vehicle Engines; Oil Coolers for Cooling Oil in Internal Combustion Engines and in Automatic Transmission, All for Vehicles; All Included in Cl. 12; Disclaims: Spanner and Hoses; Associated With Hong Kong Reg. Nos. 12528/98 and 13308/98	Renewal Application Due Between 12/01/2003 and 02/01/2004
EARL'S PERFORMANCE PRODUCTS	Earl's Supply Co.	Hong Kong	1484/97	02/01/97	13308/98	12/21/98	Parts and Fittings for Vehicles and Vehicle Engines; Hoses; Hose Adaptors and Fittings, Clamps, Couplings and Connectors, All Being Parts for Vehicles and Vehicle Engines; Oil Coolers for Cooling Oil in Internal Combustion Engines and in Automatic Transmission, All for Vehicles; All Included in Class 12; Disclaims: PERFORMANCE PRODUCTS; Associated With Hong Kong Reg. No. 12528/98	Renewal Application Due Between 12/01/2003 and 02/01/2004



TRADEMARK

REEL: 002263 FRAME: 0700

LISTING OF ACTIVE DOMESTIC AND FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS FOR HOLLEY PERFORMANCE PRODUCTS INC. AND RELATED ENTITIES AS OF DECEMBER 18, 2000

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
EARL'S PERFORMANCE PRODUCTS (Stylized)	Earl's Supply Co.	Australia	518,560	09/06/89	518,560	09/06/89	Machine Parts in This Class for Use on Land and Marine Vehicles Including Valves, Carburetors, Filters, Separators and Sealing Joints, Being Goods Included in Class 7; Disclaims: PERFORMANCE PRODUCTS	Second Renewal Application Due 09/06/2006
EARL'S PERFORMANCE PRODUCTS (Stylized)	Earl's Supply Co.	Australia	517,636	08/23/89	517,636	08/23/89	Automotive and Marine Parts and Accessories in This Class, Including Fluid Control Products, Being Goods Included in Class 12; Disclaims: PERFORMANCE PRODUCTS	Second Renewal Application Due 08/23/2006
EPP	Earl's Supply Co.	Germany	E 31 019/6 Wz	08/09/91	2040916	07/22/93	Fluid-Control Hoses and Fitting Hoses and Fittings or Adapters; All the Previous Goods Made of Metal and/or of Plastic, in Classes 6 and 17; Claim of Priority Based on U.S. Reg. No. 1,726,992	Renewal Application Due 08/09/2001
EPP	Earl's Supply Co.	Japan	64768/91	06/24/91	2664316	05/31/94	Metallic Hose Ends and Adapters, in Japan Old Class 13; Claim of Priority Based on U.S. Reg. No. 1,726,992	Renewal Application Due Between 11/30/2003 and 05/31/2004
EARL'S (Stylized) EARL'S	Earl's Supply Company	Japan	2636/83	01/14/83	1829117	12/25/85	Machine Elements, and All Other Goods Included in This Class, in Class 9	Second Renewal Application Due Between 06/26/2005 and 12/25/2005
EARL'S (Stylized) EARL'S	Earl's Supply Company	United Kingdom	1475030	08/31/91	1475030	08/31/91	Flexible Hoses and Pipes, Made Wholly or Principally of Metal or of Plastic Materials and Metal or of Rubber and Metal, the Metal Predominating; Pipes, Pipes of Metal, Brake Pipes, Adapters, Couplings and Connectors for All the Aforesaid Goods; All Included in Class 6	Second Renewal Application Due 08/31/2008
EARL'S and Design 	Earl's Supply Company	European Community	000221952	04/11/96	000221952	01/19/99	Hydraulic Hose Ends and Adaptor Fittings Made of Metal, in Class 6; Oil Coolers for Cooling Oil in Internal Combustion Engines and Automatic Transmissions for Land Vehicles, in Class 12; Hydraulic Hoses of Non-Metallic Material With or Without Metal Sheaths for Transmitting Hydraulic Fluids With Internal Combustion Engines, in Class 17	Renewal Application Due 04/11/2006

LISTING OF ACTIVE DOMESTIC AND FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS FOR HOLLEY PERFORMANCE PRODUCTS INC. AND RELATED ENTITIES AS OF DECEMBER 18, 2000

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
EARL'S and Design 	Earl's Supply Company	Japan	2637/83	01/14/83	1893758	09/29/86	Machine Elements, and All Other Goods Included in This Class, in Class 9; Associated With EARL'S, Japan Reg. No. 1829117	Second Renewal Application Due Between 03/30/2006 and 09/29/2006
EARL'S and Design 	Earl's Supply Company	United Kingdom	1475028	08/31/91	1475028	08/31/91	Flexible Hoses and Pipes All Made Wholly or Principally of Metal or of Plastic Materials and/or of Rubber and Metal, the Metal Predominating; Pipes, Pipes of Metal, Brake Pipes, Adaptors, Couplings and Connectors for All the Aforesaid Goods; All Included in Class 6	Second Renewal Application Due 08/31/2008
EARL'S PERFORMANCE PRODUCTS	Earl's Supply Company	European Community	000221937	04/11/96	000221937	01/20/99	Hydraulic Hose Ends and Adaptor Fittings Made of Metal, in Class 6; Oil Coolers for Cooling Oil in Internal Combustion Engines and Automatic Transmissions for Land Vehicles, in Class 12; Hydraulic Hoses of Non-Metallic Material With or Without Metal Sheaths for Transmitting Hydraulic Fluids With Internal Combustion Engines, in Class 17	Renewal Application Due 04/11/2006
ECONO-FIT	Earl's Supply Company	United States	73/206,304	03/06/79	1,163,395	08/04/81	Fittings Made of Metal for Tubular Conduits, in Class 6; Fittings Made of Plastic for Tubular Conduits, in Class 20 (01/00/79)	Renewal Application and Affidavit of Use Due Between 08/04/2000 and 08/04/2001
ECONO-MATE	Earl's Supply Company	United States	73/206,305	03/06/79	1,152,113	04/28/81	Fittings Made of Metal for Tubular Conduits, in Class 6 (U.S. Class 13) (01/00/79)	Renewal Application and Affidavit of Use Due Between 04/28/2000 and 04/28/2001
ECONO-SET	Earl's Supply Company	United States	73/206,306	03/06/79	1,152,114	04/28/81	Fittings Made of Metal for Tubular Conduits, in Class 6 (01/00/79)	Renewal Application and Affidavit of Use Due Between 04/28/2000 and 04/28/2001
EPP	Earl's Supply Company	Australia	557,053	06/03/91	557,053	06/03/91	Fluid Control Hoses and Fittings Therefor, All Being Goods Included in This Class, Being Goods Included in Class 17	Second Renewal Application Due 06/03/2008
EPP	Earl's Supply Company	France	290215	06/07/91	1732610	06/07/91	Non-Metallic Flexible Hose for Fluid Control, in Class 17; Claim of Priority Based on U.S. Reg. No. 1,726,992	Renewal Application Due 06/06/2001

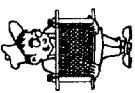
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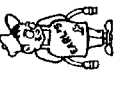
LISTING OF ACTIVE DOMESTIC AND FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS FOR HOLLEY PERFORMANCE PRODUCTS INC. AND RELATED ENTITIES AS OF DECEMBER 18, 2000

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
EPP	Earl's Supply Company	France	93462807	04/06/93	93462807	04/06/93	Metallic Fittings, Metallic Couplers, and Metallic Adapters for Flexible Hose Ends, in Class 6; Claim of Priority Based on U.S. Reg. No. 1,726,992	Renewal Application Due 04/05/2003
EPP	Earl's Supply Company	Italy	RM91C/001927	05/24/91	612735	12/17/93	Fluid Control Hosing and Fittings, in Cl. 17; Claim of Priority Based on U.S. Reg. No. 1,726,992	Renewal Application Due 05/24/2001
EPP	Earl's Supply Company	United Kingdom	1464619	05/17/91	1464619	05/17/91	Fluid Control Hosing; Pipes and Piping; Fluid Control Apparatus and Instruments; Pipe Gaskets and Junctions; Parts and Fittings for All the Aforesaid Goods; All Included in Class 17	Second Renewal Application Due 05/17/2008
EPP	Earl's Supply Company	United States	74/143,305	02/28/91	1,726,992	10/27/92	Metallic Hose Fittings, in Class 6 (U.S. Class 13) (04/00/90)	Renewal Application and Affidavit of Use Due Between 10/27/2001 and 10/27/2002
HYPER-STOP	Earl's Supply Company	United States	75/224,537	01/13/97	2,239,401	04/13/99	Vehicle Brake Fluid, in Class 1 (U.S. Classes 1, 5, 6, 10, 26, and 46); Land Vehicle Brake Products, Namely, Brake Line Hoses, Brakes and Pads, in Class 12 (U.S. Classes 19, 21, 23, 31, 35, and 44) (07/00/98; 10/00/98)	Sections 8 and 15 Affidavit Due Between 04/13/2004 and 04/13/2005; Renewal Application and Affidavit of Use Due Between 04/13/2008 and 04/13/2009
HYPERFIRM	Earl's Supply Company	United States	75/097,305	05/01/96	2,112,989	11/11/97	Brake Hose Kit for Cars, Trucks or Motorcycles Consisting Primarily of Flexible Hose Assemblies, in Class 12 (U.S. Classes 19, 21, 23, 31, 35, and 44) (10/00/96)	Sections 8 and 15 Affidavit Due Between 11/11/2002 and 11/11/2003; Renewal Application and Affidavit of Use Due Between 11/11/2006 and 11/11/2007
HYPERGRIP	Earl's Supply Company	Canada	832,854	01/03/97	TMA488,833	01/30/98	Brake Pads and Brake Shoes for Vehicles; Claimed Priority Date of 09/09/96 Based on U.S. Reg. No. 2,166,442	Renewal Application Due 01/30/2013
HYPERGRIP	Earl's Supply Company	United States	75/162,586	09/09/96	2,166,442	06/16/98	Brake Pads and Brake Shoes for Land Vehicles, in Class 12 (U.S. Classes 19, 21, 23, 31, 35, and 44) (12/00/96; 02/01/97)	Sections 8 and 15 Affidavit Due Between 06/16/2003 and 06/16/2004; Renewal Application and Affidavit of Use Due Between 06/16/2007 and 06/16/2008
HYPERTEMP	Earl's Supply Company	United States	75/095,229	04/25/96	2,082,499	07/22/97	Brake Fluid for Vehicles, in Class 1 (U.S. Classes 1, 5, 6, 10, 26, and 46) (10/00/96; 12/00/96)	Sections 8 and 15 Affidavit Due Between 07/22/2002 and 07/22/2003; Renewal Application and Affidavit of Use Due Between 07/22/2006 and 07/22/2007


LISTING OF ACTIVE DOMESTIC AND FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS FOR HOLLEY PERFORMANCE PRODUCTS INC. AND RELATED ENTITIES AS OF DECEMBER 18, 2000

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
Miscellaneous Design 	Earl's Supply Company	United States	73/441,997	09/01/83	1,295,993	09/18/84	Oil Coolers for Land Vehicle Engines and Transmission, in Class 12 (U.S. Class 19 (10/00/79); Disclaims: Design of the Oil Cooler	Renewal Application and Affidavit of Use Due Between 09/18/2003 and 09/13/2004
SOLO-BLEED	Earl's Supply Company	United States	75/620,407	01/13/99			Kit for Upgrading Flexible Vehicle Brake Hoses Comprised of Replacement Brake Hoses and End Fittings, in Class 12 (U.S. Classes 19, 21, 23, 31, 35, and 44) [NOTE: Intent-to-Use]	Notice of Allowance Issued 02/01/2000; Statement of Use or First Extension Request Due 08/01/2000; Per Client's Instructions, Application Filed for Wrong Goods; Abandon Application and Refile Use-Based Application With Goods in U-SPEC-IT Application; Notice of Abandonment Issued 10/24/2000
SOLO-BLEED	Earl's Supply Company	United States	76/110,429	08/16/00			Replacement Vehicle Brake Bleeding Valves, in Class 12 (11/00/98; 02/00/99)	Filing Receipt Issued 09/07/2000; Request for Correction of Filing Receipt Due 10/07/2000; Request for Correction of Filing Receipt Filed 09/28/2000; Acknowledgement of Receipt of Request for Correction of Filing Receipt Received 09/29/2000
U-SPEC-IT	Earl's Supply Company	United States	75/620,408	01/13/99			Replacement Vehicle Brake Bleeding Valves, in Class 12 (U.S. Classes 19, 21, 23, 31, 35, and 44) [NOTE: Intent-to-Use Application]	Notice of Allowance Issued 02/01/2000; Statement of Use or First Extension Request Due 08/01/2000; Per Client's Instructions, Application Filed for Wrong Goods; Abandon Application and Refile Use-Based Application With Goods in SOLO-BLEED Application; Notice of Abandonment Issued 10/24/2000
U-SPEC-IT	Earl's Supply Company	United States	76/110,574	08/16/00			Kit for Upgrading Flexible Vehicle Brake Hoses Comprised of Replacement Brake Hoses and End Fittings, in Class 12 (12/00/98)	Application Filed 08/16/2000; Acknowledgement of Receipt of Application, Specimen, and Filing Fee Received 08/16/2000; Filing Receipt Issued 09/20/2000



LISTING OF ACTIVE DOMESTIC AND FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS FOR HOLLEY PERFORMANCE PRODUCTS INC. AND RELATED ENTITIES AS OF DECEMBER 18, 2000

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
EARL'S	Earl's Supply Company d.b.a Earl's Supply and Earl's Performance Products, Inc.	United States	73/436,904	07/29/83	1,293,499	09/04/84	Retail Store Services Specializing in the Sale of Hydraulic Hose, Hose End and Adapter Fittings and Assemblies Thereof, in Class 42 (U.S. Class 101) (00/00/55)	Renewal Application and Affidavit of Use Due Between 09/04/2003 and 09/04/2004
EARL'S	Earl's Supply Company d.b.a Earl's Supply and Earl's Performance Products, Inc.	United States	73/436,906	07/29/83	1,295,677	09/18/84	Hydraulic Hose End and Adapter Fittings Made of Metal, in Class 6 (U.S. Class 13) (00/00/55)	Renewal and Affidavit of Use Due Between 09/18/2003 and 09/18/2004
EARL'S and Design 	Earl's Supply Company d.b.a Earl's Supply and Earl's Performance Products, Inc.	United States	73/436,905	07/29/83	1,295,676	09/18/84	Hydraulic Hose End and Adapter Fittings Made of Metal, in Class 6 (U.S. Classes 13 and 35) (03/25/72; 04/00/72)	Renewal Application and Affidavit of Use Due Between 09/18/2003 and 09/18/2004
EARL'S and Design 	Earl's Supply Company d.b.a Earl's Supply and Earl's Performance Products, Inc.	United States	73/436,753	07/29/83	1,297,124	09/18/84	Retail Store Services Specializing in the Sale of Hydraulic Hose, Hose End and Adapter Fittings and Assemblies Thereof, in Class 42 (U.S. Class 101) (03/25/72; 04/00/72)	Renewal Application and Affidavit of Use Due Between 09/18/2003 and 09/18/2004
EARL'S PERFORMANCE PRODUCTS	Earl's Supply Company d.b.a Earl's Supply and Earl's Performance Products, Inc.	United States	73/439,174	08/15/83	1,293,522	09/04/84	Retail Store Services Specializing in the Sale of Hydraulic Hose, Hose End and Adapter Fittings and Assemblies Thereof, in Class 42 (U.S. Class 101) (01/00/80); Disclaims: PERFORMANCE PRODUCTS	Renewal Application and Affidavit of Use Due Between 09/04/2003 and 09/04/2004
EARL'S SUPPLY	Earl's Supply Company d.b.a Earl's Supply and Earl's Performance Products, Inc.	United States	73/436,873	07/29/83	1,293,498	09/04/84	Retail Store Services Specializing in the Sale of Hydraulic Hose, Hose End and Adapter Fittings and Assemblies Thereof, in Class 42 (U.S. Class 101) (00/00/55); Disclaims: SUPPLY	Renewal Application and Affidavit of Use Due Between 09/04/2003 and 09/04/2004

LISTING OF ACTIVE DOMESTIC AND FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS FOR HOLLEY PERFORMANCE PRODUCTS INC. AND RELATED ENTITIES AS OF DECEMBER 18, 2000

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
EARL'S and Design 	Earl's Supply Company DBA Earl's Performance Products, Inc.	United States	75/779,143	08/19/99			Metal Fittings for Hose Ends of Automotive Fuel, Oil and Coolant Transferring Mediums; Metal Clamps for Securing Fittings to Hoses Used in Automotive Fuel, Oils, and Coolant Transferring; Custom Hardware for Use in Automotive Operations, Namely, Thermostat Housings, Radiator Bungs, Plug Wire Separators, Tire Valve Stem Covers, PCV Breathers, Dip Stick Handles, Valve Cover Hold-Downs, Distributor Hold-Downs, Carburetor Return Spring Brackets and Cup Washers; and Automotive Sealing Elements, Namely, Metal Valve Cover Gaskets and Metal Header and Collector Gaskets, in Class 6; Radiator for Exchanger in the Nature of a Radiator for Dissipating Heat in Automotive Engines; Heat Exchanger in the Nature of an Oil Cooler for Dissipating Heat in Automotive Engine-Oil Systems, in Class 7; Manually Operated Hand Tools for Automotive Use, Namely, Auto Crimp Installation Wheels Used to Crimp Sleeves to Hoses; Heavy Duty Scissors and Hose Cutters for Cutting Stainless Tube Braid; Hose End Wrenches; Braid Spreaders Used to Separate Hose Braids From Their Liners; Auto Crimping Tools and Ties Used for Crimping Aluminum Collars on Auto Crimp Hose Ends; Grooving Wheels Used to Groove Hose Ends; and Clamps for Clamping Body Panels Together During Welding, in Class 8; Automotive Brake Hoses Used to Transfer Automotive Brake Fluid, in	Response to Office Action No. 1 Filed 06/22/2000; Acknowledgement of Receipt of Response and Additional Filing Fee for Four Classes Received 06/26/2000; Revocation of Power of Attorney and Substitute Power of Attorney and Amendment Under 37 C.F.R. § 2.71(a) Filed 06/22/2000; Acknowledgement of Receipt of Revocation of Power of Attorney and Substitute Power of Attorney and Amendment Under 37 C.F.R. § 2.71(a) Received 06/26/2000; Examiner's Amendment Issued 09/27/2000

LISTING OF ACTIVE DOMESTIC AND FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS FOR HOLLEY PERFORMANCE PRODUCTS INC. AND RELATED ENTITIES AS OF DECEMBER 18, 2000

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
EARL'S and Design (cont.) 	Earl's Supply Company DBA Earl's Performance Products, Inc.	United States	75/779,143	08/19/99			Class 12; Stainless Steel-Braided Rubber Hoses With Interiors Coated With Non-Stick Solution for Automotive Hydraulic Applications; Stainless Steel-Braided Rubber Hoses for Automotive Use for Transferring Fuel, Coolant and Oils for Internal Combustion Engines; Fabric Reinforced Rubber Hoses for Transmitting Hydraulic Fluids for Internal Combustion Engines; Stainless Steel-Braided Rubber Hoses With Metal Fittings, the Hose Interiors Coated With Non-Stick Solution, for Automotive Brake Systems; Rubber Engine Oil Seals; and Automotive Sealing Elements Namely, Sealing Tape and Rubber Valve Cover Gaskets, in Class 17 (00/00/72); Owner of U.S. Reg. Nos. 1,706,754, 1,295,676, 1,297,124, 1,295,993, and 1,295,677	Renewal Application and Affidavit of Use Due Between 10/13/2001 and 10/13/2002
EARL'S	Earl's Supply Company DBA Earl's Supply and DBA Earl's Performance Products, Inc.	United States	74/129,580	01/11/91	1,723,592	10/13/92	Oil Coolers for Cooling Oil in Internal Combustion Engines and Automatic Transmission for Land Vehicles, in Class 12 (U.S. Class 19); Hydraulic Hoses of Nonmetallic Material With or Without Metal Sheaths, in Class 17 (U.S. Class 35) (00/00/55); Owner of U.S. Reg. No. 1,295,677; Note: Registered With U.S. Customs Office	Renewal Application and Affidavit of Use Due Between 08/11/2001 and 08/11/2002
EARL'S and Design 	Earl's Supply Company DBA Earl's Supply and DBA Earl's Performance Products, Inc.	United States	74/136,085	02/04/91	1,706,754	08/11/92	Hydraulic Hoses of Non-Metallic Material With or Without Metal Sheaths for Transmitting Hydraulic Fluids Within Internal Combustion Engines, in Class 17 (U.S. Class 35) (03/25/72; 04/00/72); Owner of U.S. Reg. No. 1,295,676	Renewal Application and Affidavit of Use Due Between 08/11/2001 and 08/11/2002

SCHEDULE B
to Trademark and License Security Agreement

LICENSES

VEDDER PRICE

TAMMY S. SETTLE
LEGAL ASSISTANT
312-609-7838

VEDDER, PRICE, KAUFMAN & KAMMHOLZ
222 NORTH LASALLE STREET
CHICAGO, ILLINOIS 60601
312-609-7500
FACSIMILE: 312-609-5005

A PARTNERSHIP INCLUDING VEDDER, PRICE, KAUFMAN & KAMMHOLZ, P.C.
WITH OFFICES IN CHICAGO, NEW YORK CITY, AND LIVINGSTON, NEW JERSEY

March 20, 2001

VIA FEDERAL EXPRESS

Assistant Commissioner of Patents & Trademarks
Office of Public Records
1213 Jefferson Davis Highway
Third Floor
Arlington, Virginia 22202
Attn: Customer Service Counter

Re: Trademark and License Security Agreement
Reference No. 002795.00.0116

Dear Sir:

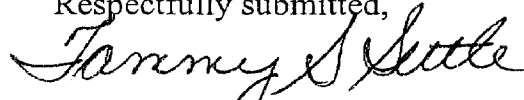
Attached please find the Trademark and License Security Agreement between Earl's Supply Company and Fleet Capital Corporation for recordation in the Assignment Branch of the United States Patent and Trademark Office along with a check in the amount of \$565.00 for the required filing fee.

Any additional fees should be charged to our Deposit Account No. 22-0259.

Please direct all correspondence regarding this matter to:

Tammy S. Settle
Vedder, Price, Kaufman & Kammholz
222 North LaSalle Street
Chicago, Illinois 60601
(312) 609-7838

Respectfully submitted,



Tammy S. Settle
Legal Assistant

Enclosures

cc: Jenny Sepulveda (w/encs.)