

04-05-2001

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

3-21-01



HEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of Pat

101669177

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Holley Performance Products, Inc.

- Individual(s) Association
General Partnership Limited Liability

Corporation (Delaware)

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 Rhode Island

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:

(Designations must be a separate document from Assignment)

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:

34

7. Total Fee (37 CFR 3.41) \$ 865.00

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

Tammy S. Settle Signature

MARCH 21, 2001 Date

Total number of pages including cover sheet, attachments, and document: 40

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

04/04/2001 GTDN11 00000135 75586262 Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231

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01 FC:481 40.00 OP
02 FC:482 825.00 OP

TRADEMARK REEL: 002264 FRAME: 0001

TRADEMARK AND LICENSE SECURITY AGREEMENT
between Holley Performance Products, Inc.
Fleet Capital Corporation
SCHEDULE A
Trademark Applications

MARK	APPLICATION NUMBER
DOUBLE PUMPER	75/586,262
LEGACY SERIES	75/586,279
STRIP DOMINATOR	75/349,914
THE HEART AND SOUL OF PERFORMANCE	75/556,985
TOPQUALIFIER	75/736,924

TRADEMARK AND LICENSE SECURITY AGREEMENT
between Holley Performance Products, Inc. And
Fleet Capital Corporation
SCHEDULE B
Trademark Registrations

MARK	REGISTRATION NUMBER
ANNIHILATOR	2,389,228
CENTRI-VAC	845,374
CONTENDER	1,504,797
DOMINATOR	2,346,330
DOMINATOR	1,133,503
HOLLEY	188,941
HOLLEY	1,021,903
HOLLEY	1,062,188
HOLLEY	2,023,526
HOLLEY (STYLIZED)	1,020,361
HOLLEY (STYLIZED)	1,120,891
HOLLEY (STYLIZED)	1,844,076
IQ-500	1,713,058
IQ-750	1,754,899
LASERSHOT	2,316,094
LASERSTRIKE MAG	2,316,095
M.E.P. & DESIGN	1,270,570
MASTER-FIT & DESIGN	1,353,694
PEP	700,479
PRO DOMINATOR	1,553,662
PRO-JECTION	1,778,849
QUICKSHOT	2,307,441
RENEW KIT	1,159,708

MARK	REGISTRATION NUMBER
M/T (STYLIZED)	1,016,317
STREET DOMINATOR	1,066,680
SYSTEMAX	2,305,840
TRICK KIT	1,557,635
TRICKIT (STYLIZED)	2,311,381
VOLUMAX	1,730,640

TRADEMARK AND LICENSE SECURITY AGREEMENT

TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of December ~~21~~²⁷, 2000 made by Holley Performance Products, Inc. a Delaware corporation, having its chief executive office at 1801 Russellville Road, Bowling Green, Kentucky 42101 ("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~~²⁷, 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 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, LMT Motor Sports Corporation, a Mississippi corporation, Nitrous Oxide Systems, Inc., a California corporation, Earl's Supply Company, 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]

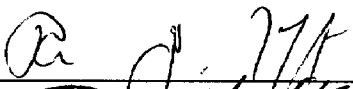
IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark and License Security Agreement on the day and year first above written.

HOLLEY PERFORMANCE PRODUCTS, INC.
a Delaware Corporation

By: 
Name: A.B. Reynolds
Title: VP + CFO

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

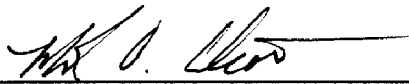
FLEET CAPITAL CORPORATION,
a Rhode Island corporation

By: 
Name: Ira J. Kraft
Title: SVP

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 28 day of December, 2000, by BUCK REYNOLDS, personally known to me to be the VP & CFO of Holley Performance Products, Inc., a Delaware 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
ANNIHILATOR	Holley Performance Products Inc.	United States	75/586,261	11/10/98	2,389,228	09/26/00	Electronic Ignition Systems, for Vehicles, Machines, and Parts Thereof, in Class 7 (U.S. Classes 13, 19, 21, 23, 31, 34, and 35) (11/00/96)	Published 07/04/2000 (120 days = 11/01/2000); Certificate of Registration Issued; Sections 8 and 15 Declaration Due Between 09/26/2005 and 09/26/2006; Renewal Application and Declaration of Use Due Between 09/26/2009 and 09/26/2010
CENTRI-VAC	Holley Performance Products Inc.	United States	72/258,115	11/07/66	845,374	03/05/68	Engine Governors and Parts Therefor, in Class 7 (U.S. Class 23) (09/01/45); Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Effective 05/12/98, Recorded 08/24/98, Reel/Frame 1775/0395	Second Renewal Application and Affidavit of Use Due Between 03/05/2007 and 03/05/2008
CONTENDER	Holley Performance Products Inc.	United States	73/712,106	02/19/88	1,504,797	09/20/88	Intake Manifolds for Land Vehicle Internal Combustion Engines, in Class 12 (U.S. Classes 19 and 23) (02/20/87); Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Effective 05/12/98, Recorded 08/24/98, Reel/Frame 1775/0395	Renewal Application and Affidavit of Use Due Between 09/20/2007 and 09/20/2008
DOMINATOR	Holley Performance Products Inc.	United States	75/349,741	09/02/97	2,346,330	05/02/00	Carburetors, Intake Manifolds and Structural Parts Therefor, All for Use in Land Vehicles Engines, in Class 7 (02/20/70); Owner of U.S. Reg. Nos. 1,066,680, 1,133,503, and 1,553,662; Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Effective 05/12/98, Recorded 08/24/98, Reel/Frame 1775/0395	Sections 8 and 15 Affidavit Due Between 05/02/2005 and 05/02/2006; Renewal Application and Affidavit of Use Due Between 05/02/2009 and 05/02/2010
DOMINATOR	Holley Performance Products Inc.	United States	73/201,174	01/24/79	1,133,503	04/22/80	Carburetors and Parts Therefor for Engines, in Class 7 (U.S. Class 23) (02/20/70); Owner of U.S. Reg. No. 1,050,018; Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Effective 05/12/98, Recorded 08/24/98, Reel/Frame 1775/0395	Renewal Application and Affidavit of Use Due Between 04/22/99 and 04/22/2000; Combined Declaration of Use in Commerce and Application for Renewal Filed 04/19/2000; Acknowledgement of Receipt of Combined Declaration of Use in Commerce and Application for Renewal, Specimen, and Filing Fee Received 04/20/2000

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
DOUBLE PUMPER	Holley Performance Products Inc.	United States	75/586,262	11/10/98			Vehicle Parts, Namely, Mechanical Secondary Four-Barrel Carburetors and Parts Therefor, in Class 7 [NOTE: Intent-to-Use Application]	Response to Office Action No. 1 Filed 02/08/2000; Acknowledgement of Receipt of Response to Office Action No. 1 Received 02/10/2000
HOLLEY	Holley Performance Products Inc.	Argentina	2.142.333	04/03/98	1.742.582	06/30/99	All Goods in Class 7	Renewal Application Due 06/30/2009
HOLLEY	Holley Performance Products Inc.	Argentina			1.637.082	07/02/97	All Products in International Class 12, Except Electric Motors for Land Vehicles	Renewal Application Due 07/02/2007
HOLLEY	Holley Performance Products Inc.	Australia	818736	12/24/99			Automotive Engine Components, Namely, Alternators, Carburetor Repair Kits Comprising Fuel Needle Valve and Set Assemblies, Accelerating Pump Pistons and Diaphragms, Power Valves, Secondary Throttle Valve Actuator Diaphragms, Gaskets, Seals and O-Rings Sold as a Unit; Manufactured Carburetors; Fuel Pumps; Fuel Filters; Exhaust Emission Components Comprising Air Pumps, Exhaust Gas Recirculation Valves, Positive Crankcase Ventilation Valves and Filters; Dashpots; Choke Diaphragms; Water Pumps; Electric Starter Motor Assemblies and Parts Thereof; Intake Manifolds; Valve Covers; Air Conditioning Compressors; Fuel Injection Parts, Namely, Throttle Bodies, Electrical Fuel Pumps, Electronic Control Modules; Fuel Filters Sold as a Unit, in Class 7; Combustion Engine Fuel System and Accessory Components, Namely, Voltage Regulators, Solenoid Assemblies for Electric Starter Motors, Electronic Controls for Engines, Throttle Valve Idle Stop Solenoids, Choke Thermostat Assemblies, Sensors and Parts Thereof, and Fast Idle Solenoids and Parts Therefor Sold as a Unit, in Class 9	Examiner's Report Issued and Received From Agent 09/07/2000; Response to Examiner's Report Due 11/30/2001

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
HOLLEY	Holley Performance Products Inc.	Brazil	004724-73	03/19/73	007041098	12/25/79	Carburetors; Fuel Controls for Jet Engines (Integral Part of the Engines); Manifolds and Regulators for Engines (Integral Part of the Engines), in Brazil Class 07.55/60	Second Renewal Application Due 12/25/99; Recordal of Name Change Published 05/16/2000
HOLLEY	Holley Performance Products Inc.	Brazil	816872236	08/21/92	816872244	03/22/94	Electronic Control Modules; Alternators, Starters, Generators, Idle Speed Control Motors, Stepper Motors, in Brazil Class 07.60	Renewal Application Due 03/22/2004; Confirmation of Filing Request for Recordation of Name Change Received From Agent 01/10/2000
HOLLEY	Holley Performance Products Inc.	France	62,125	08/28/68	1529834	08/28/68	Machines, Motors (Except for Land Vehicles), Vehicles and Apparatus for Locomotion by Land, Air, or Water, in Classes 7 and 12	Fourth Renewal Application Due 11/20/2007 (second renewal issued 11/20/87)
HOLLEY	Holley Performance Products Inc.	Japan	77016-1998	09/10/98	4250938	03/19/99	Alternating Current Motors or Direct Current Motors for Marine Vehicles, in Class 7	Renewal Application Due Between 09/19/2008 and 03/19/2009
HOLLEY	Holley Performance Products Inc.	Japan	20976-1996	02/29/96	4080787	11/14/97	Applied Electronic Machines and Instruments, Pressure Gauges, Vacuum Gauges and Other Measuring Instruments With Graduations in Derived Measuring Units, Pressure Automatic Control Machines and Instruments, Vacuum Automatic Control Machines and Instruments, and Other Automatic Control Machines and Instruments, in Class 9	Renewal Application Due Between 05/14/2007 and 11/14/2007
HOLLEY	Holley Performance Products Inc.	Japan	53179/63	12/17/63	703770	04/08/66	Carburetors; Fuel Machineries for Engines, Ignition Machineries for Engines, Fuel Pumps for Engines, Speed Regulators for Engines, Thermostats, and Their Parts and All Other Goods Belonging to this Class, in Class 12 (old Class 9)	Fourth Renewal Application Due Between 10/08/2005 and 04/08/2006
HOLLEY	Holley Performance Products Inc.	Japan	20977-1996	02/29/96	4221406	12/18/98	Alternating Current Motors or Direct Current Motors for Land Vehicles, in Class 12	Renewal Application Due Between 06/18/2008 and 12/18/2008
HOLLEY	Holley Performance Products Inc.	Michigan			M41-015	01/09/81	Cutlery, Machinery and Tools, and Parts Thereof, in State Class 23 (12/31/05)	Second Renewal Application Due 01/09/2001

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
HOLLEY	Holley Performance Products Inc.	New Zealand	606015	01/05/00			Automotive Engine Components, Namely, Alternators, Carburetor Repair Kits Comprising Fuel Needle Valve and Set Assemblies, Accelerating Pump Pistons and Diaphragms, Power Valves, Secondary Throttle Valve Actuator Diaphragms, Gaskets, Seals and O-Rings Sold as a Unit; Manufactured Carburetors; Fuel Pumps; Fuel Filters; Exhaust Emission Components Comprising Air Pumps, Exhaust Gas Recirculation Valves, Positive Crankcase Ventilation Valves and Filters; Dashpots; Choke Diaphragms; Water Pumps; Electric Starter Motor Assemblies and Parts Thereof; Intake Manifolds; Valve Covers; Air Conditioning Compressors; Fuel Injection Parts, Namely, Throttle Bodies, Electrical Fuel Pumps, Electronic Control Modules, Fuel Filters Sold as a Unit, in Class 7	Filing Receipt Issued 01/05/2000 and Received From Agent 04/14/2000; Response to Examiner's Report Due 02/08/2001
HOLLEY	Holley Performance Products Inc.	New Zealand	606016	01/05/00			Combustion Engine Fuel System and Accessory Components, Namely, Voltage Regulators, Solenoid Assemblies for Electric Starter Motors, Electronic Controls for Engines, Throttle Valve Idle Stop Solenoids, Choke Thermostat Assemblies, Sensors and Parts Thereof, and Fast Idle Solenoids and Parts Therefor Sold as a Unit, in Class 9	Filing Receipt Issued 01/05/2000 and Received From Agent 04/14/2000; Response to Examiner's Report Due 02/08/2001
HOLLEY	Holley Performance Products Inc.	Spain	452,014	07/17/64	452,014	11/11/64	Carburetors, Fuel Injection Systems, Gas Turbine Engine Fuel Controls and Other Gas Turbine Engine Accessories, Engine Governors, Automotive and Gas Turbine Engine Ignition Systems, Including Transistor Ignition Systems, Including Parts Therefor, in Class 7	Recordation of Assignment to Holley Performance Products Pending; Fifth Quinquennial Tax and Second Renewal Application Due 11/11/2004
HOLLEY	Holley Performance Products Inc.	United States	71/195,061	04/05/24	188,941	09/09/24	Carburetors for Explosive Engines, in Class 5 (U.S. Class 23) (00/00/05); Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Effective 05/12/98, Recorded 08/24/98, Reel/Frame 1775/0395	Fourth Renewal Application and Affidavit of Use Due Between 09/09/2003 and 09/09/2004

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
HOLLEY	Holley Performance Products Inc.	United States	73/018,549	04/11/74	1,021,903	10/07/75	Carburetors, Fuel Controls, Fuel Pumps, Fuel Pump Pressure Regulators, Fuel Conduits, Fuel Filters, Governors, and Parts Therefor for Engines, in Class 7 (U.S. Class 23) (12/31/05); Owner of U.S. Reg. No. 188,941; Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Effective 05/12/98, Recorded 08/24/98, Reel/Frame 1775/0395	Second Renewal Application and Affidavit of Use Due Between 10/07/2004 and 10/07/2005
HOLLEY	Holley Performance Products Inc.	United States	73/097,370	08/23/76	1,062,188	03/29/77	Intake Manifolds for Internal Combustion Engines for Vehicles, in Class 12 (U.S. Class 19) (01/06/76); Owner of U.S. Reg. No. 1,021,903; Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Effective 05/12/98, Recorded 08/24/98, Reel/Frame 1775/0395	Second Renewal Application and Affidavit of Use Due Between 03/29/2006 and 03/29/2007

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
HOLLEY	Holley Performance Products Inc.	United States	75/009,602	10/16/95	2,023,526	12/17/96	Metal Fuel Line Tubing, in Class 6; Automotive Engine Components, Namely, Alternators, Carburetor Repair Kits Comprising Fuel Needle Valve and Seat Assemblies, Accelerating Pump Pistons and Diaphragms, Power Valves, Secondary Throttle Valve Actuator Diaphragms, Gaskets, Seals and O-Rings Sold as a Unit; Remanufactured Carburetors; Fuel Pumps; Fuel Filters; Exhaust Emission Components Comprising Air Pumps, Exhaust Gas Recirculation Valves, Positive Crankcase Ventilation Valves and Filters; Dashpots; Choke Diaphragms, Water Pumps Electric Starter Motor Assemblies and Parts Thereof; Intake Manifolds; Valve Covers; Air Conditioning Compressors; Fuel Injection Parts, Namely, Throttle Bodies, Electrical Fuel Pumps, Electronic Control Modules, Fuel Filters Sold as a Unit, in Class 7; Combustion Engine Fuel System and Accessory Components, Namely, Voltage Regulators, Solenoid Assemblies for Electric Starter Motors, Electronic Controls for Engines, Throttle Valve Idle Stop Solenoids, Choke Thermostat Assemblies, Sensors and Parts Thereof, and Fast Idle Solenoids and Parts Thereof Sold as a Unit, in Class 9 (06/00/76); Owner of U.S. Reg. Nos. 1,021,903, 1,844,076, and Others; Note: Section 2(f); Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Effective 05/12/98, Recorded 08/24/98, Reel/Frame 1775/0395	Sections 8 and 15 Affidavit Due Between 12/17/2001 and 12/17/2002; Renewal Application Due and Affidavit of Use Between 12/17/2005 and 12/17/2006

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
HOLLEY (Stylized) Holley	Holley Performance Products Inc.	Hong Kong	12318/98	09/17/98			Carburetors and Carburetor Parts, Fuel Controls, Fuel Pumps, Fuel Pump Pressure Regulators, Fuel Conduits, Fuel Filters, Governors, and Parts Thereof, for Engines and for Land Vehicles; Fuel Injection Parts for Internal Combustion Engines; Engines and Accessories, Automotive Engine Components; Alternators, Mechanical Fuel Controls for Engines, Carburetor Repair Kits Comprising Fuel Needle Valve and Seat Assemblies, Accelerating Pump Pistons and Diaphragms, Power Valves, Secondary Throttle Valve Actuator Diaphragms, Gaskets, Seals and O-Rings Sold as Unit; Remanufactured Carburetors, Exhaust Emission Components Comprising Air Pumps, Exhaust Gas Recirculation Valves, Positive Crankcase Ventilation Valves, Filters; Dashpots, Choke Diaphragms, Water Pumps, Electric Starter Motor Assemblies and Parts Thereof, Intake Manifolds, Valve Covers, Air Conditioning Compressors; and Fuel Injection Parts; Throttle Bodies, Electrical Fuel Pumps, Electronic Control Modules; Fuel Filters Sold as a Unit; Ignition Control Systems, in Class 7	Application Filed 09/17/98; Filing Receipt Received (state of incorporation identified as North Carolina); Per Agent's 05/08/2000 Advice, Response to Office Action Due 07/14/2000; Confirmation of Filing Response Received From Agent 07/12/2000
HOLLEY (Stylized) Holley	Holley Performance Products Inc.	Hong Kong	12319/98	09/17/98	10028/2000	07/19/00	Voltage Regulators and Solenoid Assemblies for Electric Starter Motors, Electronic Controlling Apparatus for Engines, Fuel Pump Pressure Regulators and Throttle Valve Idle Stop Solenoids; Choke Thermostat Assemblies (Parts for Choke Thermostats), Sensors and Parts Thereof; Ignition Control Apparatus; Fuel Pump Pressure Regulators, Electronic Control Apparatus, Ignition Control Apparatus; All Included in Class 9; Associated With Hong Kong App. Nos. 12318/98 and 12320/98	State of Incorporation Identified as North Carolina; Renewal Application Due 09/17/2005 (application filed 09/17/98)

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
HOLLEY (Stylized) Holley	Holley Performance Products Inc.	Hong Kong	12320/98	09/17/98			Intake Manifolds for Internal Combustion Engines for Vehicles, in Class 12; Associated With Hong Kong App. Nos. 12318/98 and 12319/98	Application Filed 09/17/98; Filing Receipt Received (state of incorporation identified as North Carolina); Per Agent's 05/10/2000 Advice, Approved for Publication for Part A Registration
HOLLEY (Stylized) HOLLEY	Holley Performance Products Inc.	United States	73/018,606	04/11/74	1,020,361	09/16/75	Carburetors, Fuel Controls, Governors, and Parts Thereof, for Engines, in Class 7 (U.S. Class 23) (07/01/47); Owner of U.S. Reg. No. 188,941; Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Effective 05/12/98, Recorded 08/24/98, Reel/Frame 1775/0395	Second Renewal Application and Affidavit of Use Due Between 09/16/2004 and 09/16/2005
HOLLEY (Stylized) HOLLEY	Holley Performance Products Inc.	United States	73/182,411	08/17/78	1,120,891	06/26/79	Carburetors, Governors and Parts Thereof for Engine for Land Vehicles, in Class 7 (U.S. Class 23) (07/01/47); Owner of U.S. Reg. No. 1,020,361 and 1,026,548; Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Effective 05/12/98, Recorded 08/24/98, Reel/Frame 1775/0395	Second Renewal Application and Affidavit of Use Due Between 06/26/2008 and 06/26/2009

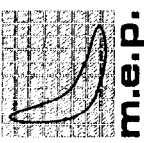

LISTING OF ACTIVE DOMESTIC AND FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS FOR HOLLEY PERFORMANCE PRODUCTS INC. AND RELATED ENTITIES AS OF DECEMBER 18, 2000

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
HOLLEY (Stylized) Holley	Holley Performance Products Inc.	United States	74/364,454	03/03/93	1,844,076	07/12/94	Metal Fuel Line Tubing, in Class 6 (U.S. Class 13) (06/00/76; 09/00/76); Automotive Engine Components; Namely, Alternators, Carburetors, Fuel Pumps, Mechanical Fuel Controls for Engines, Fuel Filters; Carburetor Repair Kits Comprising Fuel Needle Valve and Seat Assemblies, Accelerating Pump Pistons and Diaphragms, Power Valves, Secondary Throttle Valve Actuator Diaphragms, Gaskets, Seals and O-Rings Sold as a Unit; Remanufactured Carburetors, Fuel Pumps, Fuel Filters; Exhaust Emission Components Comprising Air Pumps, Exhaust Gas Recirculation Valves, Positive Crankcase Ventilation Valves, Filters; Dashpots, Choke Diaphragms, Water Pumps, Electric Starter Motor Assemblies and Parts Thereof, Intake Manifolds, Valve Covers, Air Conditioning Compressors; and Fuel Injection Parts; Namely, Throttle Bodies, Electrical Fuel Pumps, Electronic Control Modules, Fuel Filters, Sold as a Unit, in Class 7 (U.S. Classes 19, 21, 23, 31, and 35) (06/00/76); Combustion Engine Fuel System and Accessory Components; Namely, Voltage Regulators and Solenoid Assemblies for Electric Starter Motors, Electronic Controls for Engines, Fuel Pump Pressure Regulators and Throttle Valve Idle Stop Solenoids, Choke Thermostat Assemblies, Sensors and Parts Thereof, and Fast Idle Solenoids and Parts Thereof, Sold as a Unit, in Class 9 (U.S. Classes 21, 23, and 26) (06/00/76); Owner of U.S. Reg. Nos. 1,020,361, 1,021,903.	Renewal Application and Affidavit of Use Due Between 07/12/2003 and 07/12/2004; Sections 8 and 15 Affidavit Filed 07/07/2000; Acknowledgement of Receipt of Sections 8 and 15 Affidavit Received 07/10/2000; Acceptance of Section 8 Affidavit and Acknowledgement of Section 15 Affidavit Issued 10/11/2000


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
HOLLEY (Stylized) (cont.) Holley	Holley Performance Products Inc.	United States	74/364,454	03/03/93	1,844,076	07/12/94	1,062,188, 1,120,891, and Others; Note: Section 2(f); Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Effective 05/12/98, Recorded 08/24/98, Reel/Frame 1775/0395	Renewal Application and Affidavit of Use Due Between 09/08/2001 and 09/08/2002
IQ-500	Holley Performance Products Inc.	United States	74/174,642	06/10/91	1,713,058	09/08/92	Ignition Control Systems in the Nature of a Distributor for Internal Combustion Engines; Namely, Electronic Ignition Control Units and Ignition Wiring and Parts for the Foregoing, in Class 7 (U.S. Classes 19, 21, and 23) (03/00/90; 10/15/90); Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Effective 05/12/98, Recorded 08/24/98, Reel/Frame 1775/0395	Renewal Application and Affidavit of Use Due Between 03/02/2002 and 03/02/2003
IQ-750	Holley Performance Products Inc.	United States	74/289,215	06/29/92	1,754,899	03/02/93	Ignition Control Systems in the Nature of a Distributor for Internal Combustion Engines; Namely, Electronic Ignition Control Units and Ignition Wiring and Parts for the Foregoing, in Class 7 (U.S. Classes 19, 21, and 23) (05/01/91); Owner of U.S. Reg. No. 1,713,058; Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Effective 05/12/98, Recorded 08/24/98, Reel/Frame 1775/0395	Renewal Application and Affidavit of Use Due Between 02/08/2005 and 02/08/2006; Renewal Application and Affidavit of Use Due Between 02/08/2009 and 02/08/2010
LASERSHOT	Holley Performance Products Inc.	United States	75/586,278	11/10/98	2,316,094	02/08/00	Ignition Coils for Automotive Engines, in Class 7 (11/00/96)	Sections 8 and 15 Affidavit Due Between 02/08/2005 and 02/08/2006; Renewal Application and Affidavit of Use Due Between 02/08/2009 and 02/08/2010
LASERSTRIKE MAG	Holley Performance Products Inc.	United States	75/586,282	11/10/98	2,316,095	02/08/00	Magnetic Crank Trigger Kits for Automotive Ignition Systems, Comprising a Trigger Wheel, Mounting Bracket, Space Bushings and Magnetic Pick-Up Sensor, in Class 7 (11/00/96); Disclaims: MAG	Sections 8 and 15 Affidavit Due Between 02/08/2005 and 02/08/2006; Renewal Application and Affidavit of Use Due Between 02/08/2009 and 02/08/2010
LEGACY SERIES	Holley Performance Products Inc.	United States	75/586,279	11/10/98			Carburetors and Parts Therefor, in Class 7 (03/00/95); Disclaims: SERIES	Response to Office Action No. 1 Due 10/28/2000 (issued 04/28/2000); Per Client's 10/24/2000 Instructions, Abandon Application

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
M.E.P. and Design 	Holley Performance Products Inc.	United States	73/403,945	11/26/82	1,270,570	03/20/84	Machine Engines and Parts Therefor— Namely, Internal Combustion Engines With Engine Driven Radiator Module for Engine Cooling, Internal Combustion Engines With Engine Driven Radiator in Tandem With Interstage Cooler for Compressor Drive, Internal Combustion Engine Driven Pump Assemblies, and Internal Combustion Engine Driven Compressor Assemblies, in Class 7 (U.S. Class 23) (01/00/73); The Mark Consists of the Letters M.E.P. and the Fanciful Representation of a Graph; The Drawing is Lined for the Color Green; Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Effective 05/12/98, Recorded 08/24/98, Reel/Frame 1775/0395	Renewal Application and Affidavit of Use Due Between 03/20/2003 and 03/20/2004
M/T (Stylized) 	Holley Performance Products Inc.	United States	73/018,656	04/12/74	1,016,317	07/22/75	Automotive Engine Exhaust Headers, Exhaust Mufflers, Valve Covers and Components, Intake Manifolds, Pistons, Rods, Wrist Pins, Cams, Rocker Arms, Tappets and Transmission Shifters, in Class 12 (U.S. Class 19) (12/01/61); Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Effective 05/12/98, Recorded 08/24/98, Reel/Frame 1775/0395	Second Renewal Application and Affidavit of Use Due Between 07/22/2004 and 07/22/2005

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
MASTER-FIT and Design 	Holley Performance Products Inc.	United States	73/465,516	02/13/84	1,353,694	08/13/85	Alternators, Liquid Petroleum Gas Fuel Conversion Systems Comprising Carburetors, Regulators, Fuel Locks and Fuel Filters, Carburetor Repair Kits Comprising Fuel Needle Valve and Seat Assemblies, Accelerating Pump Pistons and Diaphragms, Power Valves, Secondary Throttle Valve Actuator Diaphragms, Gaskets, Seals and O-Rings Sold as a Unit and Remanufactured Carburetor Assemblies, in Class 7 (U.S. Class 23); Voltage Regulators and Solenoid Assemblies for Electric Starter Motors, in Class 9 (U.S. Classes 21 and 26); Parts for Land Vehicles, Namely, Fuel Pumps, Fuel Filters, Exhaust Emission Components Comprising Air Pumps, Exhaust Gas Recirculation Valves, Positive Crankcase Ventilation Valves, Filters, Throttle Valve Idle Stop Solenoids, Dashpots, Choke Diaphragms, Choke Thermostats, Sensors and Parts Thereof, Water Pumps, Electric Starter Motor Assemblies and Parts Thereof, Brake Pads, Brake Shoes and Master Brake Cylinder Assemblies, in Class 12 (U.S. Classes 19, 21, 23, 31, and 35) (11/10/82); Owner of U.S. Reg. No. 1,306,394; Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Effective 05/12/98, Recorded 08/24/98, Reel/Frame 1775/0395	Renewal Application and Affidavit of Use Due Between 08/13/2004 and 08/13/2005
PEP	Holley Performance Products Inc.	United States	72/078,284	07/23/59	700,479	07/05/60	Engine Accessories and Parts, in Class 12 (03/26/59); Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Effective 05/12/98, Recorded 08/24/98, Reel/Frame 1775/0395	Second Renewal Application and Affidavit of Use Due Between 07/05/99 and 07/05/2000; Per Client's 07/05/2000 Instructions, Allow Registration to Expire

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
PRO DOMINATOR	Holley Performance Products Inc.	United States	73/777,196	01/30/89	1,553,662	08/29/89	Intake Manifolds for Internal Combustion Engines for Land Vehicles, in Class 12 (U.S. Classes 19 and 23) (12/31/79); Owner of U.S. Reg. Nos. 1,050,017, 1,050,018, 1,066,680; Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Effective 05/12/98, Recorded 08/24/98, Reel/Frame 1775/0395	Renewal Application and Affidavit of Use Due Between 08/29/2008 and 08/29/2009
PRO-JECTION	Holley Performance Products Inc.	United States	74/306,189	08/21/92	1,778,849	06/29/93	Fuel Injection Parts for Internal Combustion Engines for Land Vehicles; Namely, Throttle Bodies, Electrical Fuel Pumps, Electronic Control Modules, Fuel Filters, Fast Idle Solenoids, and Parts Therefor, Sold as a Unit, in Class 12 (U.S. Classes 19 and 31) (11/00/88; 04/00/89); Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Effective 05/12/98, Recorded 08/24/98, Reel/Frame 1775/0395	Renewal Application and Affidavit of Use Due Between 06/29/2002 and 06/29/2003
QUICKSHOT	Holley Performance Products Inc.	United States	75/586,280	11/10/98	2,307,441	01/11/00	Electronic Micro Processing Programmer for Automotive Ignition Systems, in Class 9 (11/00/96)	Sections 8 and 15 Affidavit Due Between 01/11/2005 and 01/11/2006; Renewal Application and Affidavit of Use Due Between 01/11/2009 and 01/11/2010
RENEW KIT	Holley Performance Products Inc.	United States	73/135,154	07/25/77	1,159,708	07/07/81	Carburetor Repair Kits Comprising Pumps, Valves, Diaphragms, Seals and Metering Restrictions for Carburetors for Internal Combustion Engines for Land Vehicles, in Class 7 (U.S. Classes 19 and 23) (08/26/76); Disclaims: KIT; Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Effective 05/12/98, Recorded 08/24/98, Reel/Frame 1775/0395	Renewal Application and Affidavit of Use Due Between 07/07/2000 and 07/07/2001

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
STREET DOMINATOR	Holley Performance Products Inc.	United States	73/076,451	02/06/76	1,066,680	05/31/77	Intake Manifolds for Internal Combustion Engines for Land Vehicles, in Class 12 (U.S. Class 23) (01/22/76); Owner of U.S. Reg. Nos. 1,021,023, 1,021,903, and 1,050,017; Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Effective 05/12/98, Recorded 08/24/98, Reel/Frame 1775/0395	Second Renewal Application and Affidavit of Use Due Between 05/31/2006 and 05/31/2007
STRIP DOMINATOR	Holley Performance Products Inc.	United States	75/349,914	09/02/97			Carburetors, Intake Manifolds and Structural Parts Therefor, All for Use in Land Vehicles Engines, in Class 7 (01/06/76); Owner of U.S. Reg. Nos. 1,066,680, 1,133,503, and 1,553,662, Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Effective 05/12/98, Recorded 08/24/98, Reel/Frame 1775/0395; Corrective Recordation 05/27/99, Reel/Frame 001907/0083	Response to Office Action No. 1 Filed 12/01/98; Acknowledgement of Receipt of Response to Office Action No. 1 Received 12/03/98
SYSTEMAX	Holley Performance Products Inc.	United States	75/556,034	09/21/98	2,305,840	01/04/00	Land Vehicle Internal Combustion Engine Parts, Namely Manifolds, Headers, and Camshafts Sold as a Unit, in Class 7 (U.S. Classes 13, 19, 21, 23, 31, 34, and 35) (06/00/95)	Sections 8 and 15 Affidavit Due Between 01/04/2005 and 01/04/2006; Renewal Application and Affidavit of Use Due Between 01/04/2009 and 01/04/2010

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
THE HEART AND SOUL OF PERFORMANCE	Holley Performance Products Inc.	United States	75/556,985	09/21/98			A Full Line of High-Performance Automotive and Marine Components, Namely, Internal Combustion Engines for Boats; Parts for Automobile and Boat Engines, Namely, Intake Manifolds for Engines, Carburetors, Mechanical Fuel Controls, Fuel Pumps, Fuel Filters, Parts for Fuel Injectors, Throttle Bodies, Accelerating Pump Diaphragms, Discharge Nozzles, and Camshafts; Carburetor Repair Kits Consisting Primarily of Gaskets, Power Valves, Needles and Seats, O-Rings, and Vacuum Diaphragms; Electronic Ignitions and Alternators; Electronic System Components, Namely Electronic Ignition Systems, Distributors, and Spark Plug Wires; Fuel System Components, Namely, Fuel Injectors; and Parts for All of the Foregoing, in Class 7; Combustion Engine Components, Namely, Electronic Control Modules for Engines, Fast Idle Solenoids for Engines, Voltage Regulator and Solenoid Assemblies for Electric Starter Motors; Electronic Controls for Engines; Thermostats; Temperature Sensors; Manifold Absolute Pressure Sensors; Throttle Position Sensors; and Idle Air Control Valve Sensors; and Parts for All of the Foregoing, in Class 9 (11/00/97)	Response to Office Action No. 2 Filed 08/10/2000; Acknowledgement of Receipt of Response Received 08/11/2000; Notice of Abandonment Issued in Error 09/11/2000; Request for Reinstatement Filed 09/18/2000; Acknowledgement of Receipt of Request for Reinstatement Received 09/18/2000
TOPQUALIFIER	Holley Performance Products Inc.	United States	75/736,924	06/25/99			Combustion Engine Intake Manifolds for Marine Vehicles and Land Vehicles, in Class 7 (U.S. Classes 13, 19, 21, 23, 31, 34, and 35) [NOTE: Intent-to-Use Application]	Notice of Allowance Issued 11/28/2000; Statement of Use or First Extension Request Due 05/28/2001

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
TRICK KIT	Holley Performance Products Inc.	United States	73/777,197	01/30/89	1,557,635	09/26/89	Parts for Carburetors, Namely, Gaskets, Needle Valve and Seat Assemblies, Sloss Tube Extensions, Accelerating Pump Diaphragm Assemblies, Accelerating Pump Discharge Nozzles, Accelerating Pump Cams, Fuel Bowl Vent Tubes, Check Valves, Springs, Seals, Power Valve Assemblies, O-Ring Seals, Baffles, Tubes and Screws; Sold as a Unit for Internal Combustion Engines for Land Vehicles, in Class 7 (U.S. Classes 19 and 23) (03/19/74); Disclaims: KIT; Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Effective 05/12/98, Recorded 08/24/98, Reel/Frame 1775/0395	Renewal Application Due Between 03/26/2009 and 09/26/2009
TRICKIT (Stylized) TRICKIT	Holley Performance Products Inc.	United States	75/590,311	11/17/98	2,311,381	01/25/00	Carburetor Service Parts for Internal Combustion Engines for Land Vehicles, Namely, Gaskets, Needle Valve and Seat Assemblies, Sloss Tube Extensions, Accelerating Pump Diaphragm Assemblies, Discharge Nozzles, and Cams, Fuel Bowl Vent Tubes, Check Valves, Springs, Seals, Power Valve Assemblies, O-Ring Seals, Baffles, Tubes and Screws, Sold as a Unit, in Class 7 (09/08/98); Owner of U.S. Reg. No. 1,557,635	Sections 8 and 15 Affidavit Due Between 01/25/2005 and 01/25/2005; Renewal Application and Affidavit of Use Due Between 01/25/2009 and 01/25/2010
VOLUMAX	Holley Performance Products Inc.	United States	74/108,511	10/19/90	1,730,640	11/10/92	Fuel Pumps and Parts Therefor, for Internal Combustion Engines for Marine Vehicles, in Class 7 (U.S. Class 23); Fuel Pumps and Parts Therefor, for Internal Combustion Engines for Land Vehicles, in Class 12 (U.S. Class 19) (10/10/90; 02/28/91); Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Effective 05/12/98, Recorded 08/24/98, Reel/Frame 1775/0395	Renewal Application and Affidavit of Use Due Between 11/10/2001 and 11/10/2002

**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
HOLLEY	Colt Industries, Inc.	Colombia	187,146	11/28/79	103,058	09/15/83	Machines and Machine Tools; Motors (Except for Land Vehicles); Machine Coupling and Transmission Components (Except for Land Vehicles); Agricultural Implements; Incubators and Parts Thereof; Internal Combustion Engines; Fuel Pumps to Provide Fuel to an Engine; Regulators and Parts Thereof to Regulate Vehicle Engine's or Limit the Engine's Velocity (Internal Combustion Engines); Covers for the Valves of the Internal Combustion Engines and Admission Multiples for Internal Combustion Engines, in Class 7	Third Renewal Application Due Between 03/15/2003 and 09/15/2003
HOLLEY	Colt Industries, Inc.	Colombia	404303	08/25/93	156697	04/20/94	Fuel Injection Systems and Compounds to be Used Associated With Engines and Land Vehicles, Electronic Control Modules, Mechanisms of Control for Engines and Motors, Compressors as Components to be Used in the Control Operation of Engines and in the Exhaust System of Engines, Intake Manifold to be Used Associated With Engines or Motors for Vehicles and Products Related Thereof, in Class 7	Renewal Application Due Between 10/20/2003 and 04/20/2004
HOLLEY	Colt Industries, Inc.	Colombia	404302	08/25/93	155,584	04/20/94	Air Conditioners Compressors for Use in Vehicles, Air Conditioning and Cooling Apparatus and Installations Products Thereof, in Class 11	Renewal Application Due Between 10/20/2003 and 04/20/2004
HOLLEY	Colt Industries, Inc.	Colombia	404304	08/25/93	155,583	04/20/94	Air Pumps for Use as Accessories for Vehicles and Vehicle's Engines and Products Thereof, in Class 12	Renewal Application Due Between 10/20/2003 and 04/20/2004
HOLLEY	Colt Industries, Inc. (Pennsylvania corporation; New York address)	Italy	57/421	04/19/61	439,588	04/20/65	International Classes 7 and 91	Second Renewal Application Due 04/19/2001

Per Cummings & Lockwood docket, goods are identified as Alternating Current Motors or Direct Current Motors for Land Vehicles in Class 12; however, 1981 renewal notification from agent indicates goods are in Classes 7 and 9. There is no specification of the goods in the classes.

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
HOLLEY (Stylized) HOLLEY	Coltec Industries Inc.	Argentina			1,394,128	04/30/92	Engines and Turbines for Land Vehicles; Pumps for Land Vehicles; Starters, Including Electric Starters, for Engines for Land Vehicles; Fuel Economizers for Engines for Land Vehicles, in Class 12	Third Renewal Application Due Between 03/01/2002 and 04/30/2002; Request for Recordation of Assignment From Coltec Industries Inc. to Holley Performance Products Inc. Filed 06/16/99
HOLLEY	Coltec Industries Inc. (Delaware Corporation; New York address)	Chile	71,228	05/27/86	463,984	07/09/86	All Articles Comprised in Classes 7, 9, and 12	Renewal Application Filed 05/23/96; Need Status Report From Agent; No Separate File Received; Some Materials Regarding Registration Found in File for Chile Reg. No. 463,985; Not Included in 05/12/98 Assignment (formerly Reg. No. 310,414)
HOLLEY (Stylized) HOLLEY	Coltec Industries Inc. (Delaware Corporation; New York address)	Chile			463,985	07/09/96	Carburetors, Parts and Accessories Thereof for Internal Combustion Engines, in Class 7; Fuel Injection Equipment, Parts and Accessories Thereof for Distributors of Internal Combustion Engines, in Class 9; Carburetors and Distributors, Parts and Accessories Thereof, for Internal Combustion Engines to be Used in Motor Vehicles, in Class 12	Renewal Application Due 07/09/2006; Not Included in 05/12/98 Assignment (formerly Reg. No. 310,642)
HOLLEY	Coltec Industries Inc. (Michigan address)	Germany	770706	04/17/61	770706	02/19/63	Carburetors and Parts Thereof for Internal Combustion Engines; Speed Governors and Parts Thereof for Combustion Engines; and Ignition Distributors for Internal Combustion Engines, in Class 7	Fourth Renewal Application Due 04/17/2001
PEP	Coltec Industries Inc. (North Carolina Corporation; Charlotte address)	France	62,124	08/28/68	1,436,426	08/28/68	Machine Tools and Motors, in Class 7; Vehicles, Engine Accessories and Parts, in Class 12	Fourth Renewal Application Due 11/20/2007 (second renewal application issued 11/20/87); Per Client's 07/26/2000 Instructions, Allow Registration to Expire
CENTRI-VAC	Coltec Industries Inc. (Pennsylvania corporation; New York address)	Canada	624,133	01/27/89	TMA367,195	03/23/90	Engine Governors and Parts Thereof (00/00/50)	Renewal Application Due 03/23/2005

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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
CONTENDER	Coltec Industries Inc. (Pennsylvania corporation; New York address)	Canada	624,141	01/27/89	TMA369,749	06/22/90	Intake Manifolds for Land Vehicle Internal Combustion Engines (00/00/87)	Renewal Application Due 06/22/2005
DOMINATOR	Coltec Industries Inc. (Pennsylvania corporation; New York address)	Canada	628,766	03/31/89	TMA426,805	05/06/94	Carburctors and Parts Thereof for Internal Combustion Engines for Land Vehicles (00/00/71); Associated With Canada Registration Nos. TMA389,837, TMA390,066, and TMA390,067	Renewal Application Due 05/06/2009
ECONOMASTER	Coltec Industries Inc. (Pennsylvania corporation; New York address)	Canada	624,136	01/27/89	TMA365,059	02/02/90	Carburctors and Parts Thereof for Internal Combustion Engines for Land Vehicles (00/00/77)	Renewal Application Due 02/02/2005

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
HOLLEY	Coltec Industries Inc. (Pennsylvania Corporation; New York address)	Benelux	15254	10/21/71	69,194	10/21/71	Spray Guns, Elements and Accessories of Ignition and Fuel Feed Systems for Gas Turbines, Diesel Engines and Reciprocating Engines, Valves Controlling the Steam Emissions From Automatic Transmissions and Casings, Machine Tools Drive Devices, Gas Turbine Motors Drives, Combustible and Fuel Drives, Compressor Flow Drives, Reheatactuators, Carburetors and Other Motor Accessories, Distributors, Fuel Circuits, Ignition Devices, Speed Regulator, Heat Regulation Valves, Fuel Pumps and Other Equipments and Accessories for Internal Combustion Engines, Not Included in Other Classes, in Class 7; Glazed Ice and White Frost Sensors, Electric Devices for Motor Vehicles, Automatic Electric Devices, Machine Tools Drive Devices, Ignition Devices, Speed Regulator, Heat Regulation Valves, Electric Fittings for Automotive Vehicles, Voltage Regulators, Generators and Generator and Starter Elements, Warner Relays, Electric Switches for Motor Vehicle Headlights and Circuit-Breakers and Alternator Portions of Automotive Vehicles, Warners, Servo-Brakes, Not Included in Other Classes, in Class 9; Steering Mechanisms for the Sea Services and Their Parts and Accessories, Elements and Accessories of Ignition and Fuel Feed Systems for Gas Turbines, Diesel Engines and Reciprocating Engines, Electric Devices for Motor Vehicles, Automatic Electric Devices, Valves Controlling the Vapour Emissions From Automatic Transmissions and	Fourth Renewal Application Due 10/21/2004

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
HOLLEY (cont.)	Coltec Industries Inc. (Pennsylvania Corporation; New York address)	Benelux	15254	10/21/71	69,194	10/21/71	Housings, Gas Turbine Engine Emissions From Automatic Transmissions and Housings, Gas Turbine Engine Drives, Fuel and Combustible Drives, Compressor Flow Drives, After-Burning Drives, Carburetors and Other Engine Accessories, Distributors, Fuel Circuits, Ignition Devices, Speed Regulators, Heat Regulation Valves, Fuel Pumps and Other Equipments and Accessories for Internal Combustion Engines, Electric Fittings for Automotive Vehicles, Voltage Regulators, Generators and Generator and Starter Elements, Warner Relays, Electric Switches for Motor Vehicle Headlights and Circuit-Breakers and Alternator Parts of Automotive Vehicles, Warners, Servo-Steering, Not Included in Other Classes, in Class 12	

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
HOLLEY	Coltec Industries Inc. (Pennsylvania Corporation; New York address)	Canada	623,432	01/18/89	TMA365,563	02/16/90	(1) Performance Carburetors, Replacement Carburetors, Governed Carburetors, Carburetor Repair Kits Namely, Packages Containing, in Varying Combination, the Following Replacement Parts for Repairing and/or Rebuilding Carburetors: Accelerating Pump Assemblies, Anti-Backfire Valves, Bearings and Bushings, Check Balls and Check Ball Valves, Check Ball Weights, Diaphragm Assemblies, Economizer Assemblies, Fasteners and Retainers, Gaskets, Gauges, Idle Fuel Needle Valves, Lead Seals, Idle Fuel Valve Limiter Caps, Main Fuel Well Tubes, Needle Valve and Seat Assemblies; O-Ring Seals, Power Valves, Accelerating Pump Discharge Nozzles, Rubber Hoses, Safety Wires and Linkages, Fuel Filter Screens, Spark Valves, Springs, Plugs for Tubes Hoses, Clips and Washers; Carburetor Replacement Parts Namely, Fuel Bowl Needle Valve and Seat Assemblies, Diaphragms for the Opening of Secondary Throttle Valves, Accelerating Pump Pistons and Diaphragm Assemblies, Throttle Shafts and Assemblies, Throttle Bodies, Metering Blocks, Bearings and Bushings, Idle and Fluid Metering Restrictions, Metered Fuel Discharge Nozzles, Power Valves, Fuel Bowl Flo Ats, Fuel Filters, Choke Valve Thermostats and Gaskets for Carburetors and for Carburetor-to-Intake Manifold; Gasket Kits (00/00/71); (2) Mechanical and Electrical Fuel Pumps (00/00/72); (3) Valve Covers (00/00/74); (4) Intake Manifolds	Renewal Application Due 02/16/2005

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
HOLLEY (cont.)	Coltec Industries Inc. (Pennsylvania Corporation; New York address)	Canada	623,432	01/18/89	TMA365,563	02/16/90	(00/00/75); (5) Remanufactured Performance Carburetors and Electronic Carburetors (00/00/82); (6) Fuel Injection Components Namely, "TBI" (Throttle Body Injection) Assemblies, Throttle Position Sensors, Idle Air Control Valves, Pressure Regulators, Fuel Injectors (04/01/86); (7) Fuel Injection Components, Namely Remanufactured Electronic Control Modules (05/01/88); Associated With Canada Registration No. TMA111,654	Third Renewal Application Due 09/26/2003
HOLLEY DESIGN HOLLEY	Coltec Industries Inc. (Pennsylvania Corporation; New York address)	Canada	244,095	01/30/58	TMA111,654	09/26/58	Distributors and Parts Thereof, Carburetors, Jet Engine Fuel Controls, Governors and Parts Thereof for Engines	Third Renewal Application Due 09/26/2003
HOLLEY (Stylized) HOLLEY	Coltec Industries Inc. (Pennsylvania corporation; New York address)	South Africa	B65/1511	04/14/65	B65/1511	04/14/65	All Goods in Class 7	Fourth Renewal Application Due 04/14/2005
HOLLEY (Stylized) HOLLEY	Coltec Industries Inc. (Pennsylvania corporation; New York address)	South Africa	B65/1512	04/14/65	B65/1512	04/14/65	All Goods in Class 9	Fourth Renewal Application Due 04/14/2005
M/T (Stylized) M/T	Coltec Industries Inc. (Pennsylvania corporation; New York address)	Canada	624,132	01/27/89	TMA365,966	02/23/90	Engine Valve Covers (03/00/70)	Renewal Application Due 02/23/2005
MILE DIAL	Coltec Industries Inc. (Pennsylvania corporation; New York address)	Canada	624,135	01/27/89	TMA365,058	02/02/90	Electronic Carburetors and Parts Thereof for Internal Combustion Engines for Land Vehicles and Retro-Fit Kits for Converting Conventional Carburetors to Electronic Carburetors (00/00/83)	Renewal Application Due 02/02/2005
PRO DOMINATOR	Coltec Industries Inc. (Pennsylvania corporation; New York address)	Canada	624,137	01/27/89	tma390,066	11/15/91	Intake Manifolds for Internal Combustion Engines for Land Vehicles (00/00/79); Associated With Canada Registration Nos. TMA389,837 and TMA390,067	Renewal Application Due 11/15/2006

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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
RENEW KIT	Coltec Industries Inc. (Pennsylvania corporation; New York address)	Canada	624,40	01/27/89	TMA378,745	01/25/91	Carburetor Repair Kits Comprising Accelerating Pump Assemblies, Anti-Backfire Valves, Bearings and Bushings, Check Balls and Check Ball Valves, Check Ball Weights, Diaphragm Assemblies, Economizer Assemblies, Fasteners and Retainers, Gaskets, Gauges, Idle Fuel Needle Valves, Lead Seals, Idle Fuel Valve Limiter Caps, Main Fuel Well Tubes, Needle Valve and Seat Assemblies, O-Ring Seals, Power Valves, Accelerating Pump Discharge Nozzles, Rubber Hoses, Safety Wires and Linkages, Filter Screens, Spark Valves, Springs, Plugs for Tubes and Washers for Carburetors for Internal Combustion Engines for Land Vehicles (00/00/76); Disclaims: KIT	Renewal Application Due 01/25/2006
STREET DOMINATOR	Coltec Industries Inc. (Pennsylvania corporation; New York address)	Canada	624,139	01/27/89	TMA389,837	11/08/91	Intake Manifolds for Internal Combustion Engines for Land Vehicles (00/00/76)	Renewal Application Due 11/08/2006
STRIP DOMINATOR	Coltec Industries Inc. (Pennsylvania corporation; New York address)	Canada	624,138	01/27/89	tma390,067	11/15/91	Intake Manifolds for Internal Combustion Engines for Land Vehicles (00/00/76); Associated With Canada Registration Nos. TMA389,837 and TMA390,066	Renewal Application Due 11/15/2006

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
TRICK KIT	Coltec Industries Inc. (Pennsylvania corporation; New York address)	Canada	624,134	01/27/89	TMA380,273	02/22/91	Parts for Carburetors (Such As: Accelerating Pump Discharge Nozzles, Gaskets, Needle Valve and Seat Assemblies, Sloss Tube Extensions, Accelerating Pump Diaphragm Assemblies, Accelerating Pump Cams, Fuel Bowl Vent Tubes, Check Valves, Springs, Seals, Power Valve Assemblies, O-Ring Seals, Baffles, Tubes and Screws) for Internal Combustion Engines for Land Vehicles (00/00/74)	Renewal Application Due 02/22/2006
HOLLEY	Coltec Industries Inc. (Pennsylvania corporation; North Carolina address)	Mexico2	255,634	05/28/80	255,634	01/20/81	Cutlery, Machines or Apparatus, Tools and Their Parts, in Mexico Class 23	Third Renewal Application Due 05/28/2000; Per Agent's 05/26/2000 Advice, Renewal Can be Filed During Six-Month Grace Period; Declaration of Use, Power of Attorney, and Certified Apostilled Copy of U.S. Assignment Document Sent to Agent 11/09/2000; Acknowledgement of Receipt of Declaration, Power of Attorney and U.S. Assignment Received From Agent 11/13/2000; Confirmation of Filing Renewal Application and Request for Recordation of Assignment Received From Agent 11/27/2000
HOLLEY	Coltec Industries Inc. (Pennsylvania corporation; North Carolina address)	Venezuela	5070	09/09/65	54,019	02/28/68	None Identified in File	Second Renewal Application Filed 08/24/98; Per Agent's 10/28/98 Advice, Venezuelan Trademark Office is Taking Approximately 24 Months to Rec??ord Renewals

There are references in this file to HOLLEY, Mexico Registration No. 323,149. However, no file was received from Cummings & Lockwood in connection with it, and it is not listed on Cummings & Lockwood's docket. Registration No. 323,149 is not listed on the 05/12/98 assignment.

TRADEMARK

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SCHEDULE B
to Trademark and License Security Agreement

LICENSES