

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Fleet Capital Corporation

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

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

3. Nature of conveyance:

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

Execution Date: 07/30/2002

2. Name and address of receiving party(ies)

Name: Holley Performance Products, Inc. Internal Address:

Street Address: PO Box 10360

City: Bowling Green State: KY Zip: 421027360

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) 75/586279 75/736924

B. Trademark Registration No.(s) 2389228 0845374 1504797 2346330 1133503 0188941

Additional number(s) attached Yes No

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

Name: Douglas L. Hendricks

Internal Address: Morrison & Foerster LLP

Street Address: 425 Market Street

City: San Francisco State: CA Zip: 94105-2482

6. Total number of applications and registrations involved:

33

7. Total fee (37 CFR 3.41), \$ 840.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

03-1952 (Ref. 51270/16)

DO NOT USE THIS SPACE

9. Signature.

Douglas L. Hendricks Name of Person Signing

Douglas L. Hendricks Signature

8/26/02 Date

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

6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

Continuation of Item 4

1021903
1062188
2023526
1020361
1120891
1844076
1713058
1754899
2316094
2316095
1016317
1353694
1553662
1778849
2307441
1066680
2493739
2305840
2489803
1557635
2311381
1730640
1270570
0700479
1159708

TERMINATION OF TRADEMARK SECURITY INTEREST

This is a Termination of Trademark Security Interest, dated as of July 30, 2002, executed by Fleet Capital Corporation ("Secured Party") releasing all security interests of Secured Party in the Encumbered Trademarks/Licenses (as defined below) owned by Holley Performance Products, Inc. ("Debtor").

RECITALS

WHEREAS, Debtor granted Secured Party a security interest (the "Security Interest") in the Encumbered Trademarks/Licenses (as defined below) pursuant to that Trademark and License Security Agreement dated as of December 29, 2000 (the "Security Agreement"), recorded in the United States Patent and Trademark Office on March 21, 2001 at Reel/Frame No. 002264/0001;

WHEREAS, the Debtor desires termination of the Secured Party's Security Interest; and

WHEREAS, the Secured Party is willing to terminate its Security Interest;

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Encumbered Trademarks/Licenses. "Encumbered Trademarks/Licenses" shall mean the Trademarks (as defined in the Security Agreement), all goodwill connected with and symbolized by such Trademarks, and the Licenses (as defined in the Security Agreement). The Encumbered Trademarks/Licenses shall include, without limitation, the property listed on Schedule A attached hereto and incorporated by reference herein.

2. Termination of Security Interest. Secured Party hereby terminates all of the Secured Party's Security Interest in the Encumbered Trademarks/Licenses, including, without limitation, any and all continuing security interest in and lien on Debtor's entire right, title and interest, including common law rights, in and to the Encumbered Trademarks/Licenses, together with all claims for profits and damages by reason of past infringement, if any, of the Encumbered Trademarks/Licenses or any one of them, and the right to sue for and collect the same.

IN WITNESS WHEREOF, Secured Party has caused this Termination of Trademark Security Interest to be duly executed on the date first mentioned above.

Fleet Capital Corporation

By: Edward M. Bortolotta

Name: Edward M. Bortolotta

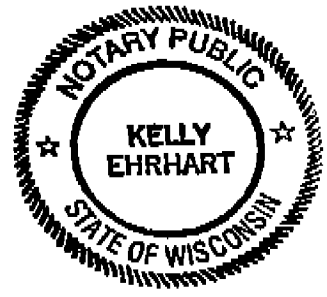
Title: SVP

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)






On July30, 2002, before me, the undersigned notary public in and for said County and State, personally appeared Edward M. Bartkowski, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.


WITNESS my hand and official seal.

Kelly Ehrhart
My commission expires on 3/26/06



SCHEDULE A

Mark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Reel/Frame
LEGACY SERIES	United States	75/586,279	11/10/98			2264/0001
TOPQUALIFIER	United States	75/736,924	06/25/99			2264/001
ANNIHILATOR	United States	75/586,261	11/10/98	2,389,228	09/26/00	2264/0001
CENTRI-VAC	United States	72/258,115	11/07/66	845,374	03/05/68	2264/0001
CONTENDER	United States	73/712,106	02/19/88	1,504,797	09/20/88	2264/0001
DOMINATOR	United States	75/349,741	09/02/97	2,346,330	05/02/00	2264/0001
DOMINATOR	United States	73/201,174	01/24/79	1,133,503	04/22/80	2264/0001
HOLLEY	United States	71/195,061	04/05/24	188,941	09/09/24	2264/0001
HOLLEY	United States	73/018,549	04/11/74	1,021,903	10/07/75	2264/0001
HOLLEY	United States	73/097,370	08/23/76	1,062,188	03/29/77	2264/0001
HOLLEY	United States	75/009,602	10/16/95	2,023,526	12/17/96	2264/0001
HOLLEY (Stylized) 	United States	73/018,606	04/11/74	1,020,361	09/16/75	2264/0001
HOLLEY (Stylized) 	United States	73/182,411	08/17/78	1,120,891	06/26/79	2264/0001
HOLLEY (Stylized) 	United States	74/364,454	03/03/93	1,844,076	07/12/94	2264/0001
IQ-500	United States	74/174,642	06/10/91	1,713,058	09/08/92	2264/0001
IQ-750	United States	74/289,215	06/29/92	1,754,899	03/02/93	2264/0001
LASERSHOT	United States	75/586,278	11/10/98	2,316,094	02/08/00	2264/0001
LASERSTRIKE MAG	United States	75/586,282	11/10/98	2,316,095	02/08/00	2264/0001
M/T (Stylized) 	United States	73/018,656	04/12/74	1,016,317	07/22/75	2264/0001
MASTER-FIT and Design 	United States	73/465,516	02/13/84	1,353,694	08/13/85	2264/0001

Mark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Reel/Frame
PRO DOMINATOR	United States	73/777,196	01/30/89	1,553,662	08/29/89	2264/0001
PRO-JECTION	United States	74/306,189	08/21/92	1,778,849	06/29/93	2264/0001
QUICKSHOT	United States	75/586,280	11/10/98	2,307,441	01/11/00	2264/0001
STREET DOMINATOR	United States	73/076,451	02/06/76	1,066,680	05/31/77	2264/0001
STRIP DOMINATOR	United States	75/349,914	09/02/97	2,493,739	10/02/01	2264/0001
SYSTEMAX	United States	75/556,034	09/21/98	2,305,840	01/04/00	2264/0001
THE HEART & SOUL OF PERFORMANCE	United States	75/556,985	09/21/98	2,489,803	09/18/01	2264/0001
TRICK KIT	United States	73/777,197	01/30/89	1,557,635	09/26/89	2264/0001
TRICKIT (Stylized) TRICKIT	United States	75/590,311	11/17/98	2,311,381	01/25/00	2264/0001
VOLUMAX	United States	74/108,511	10/19/90	1,730,640	11/10/92	2264/0001
M.E.P. and Design 	United States	73/403,945	11/26/82	1,270,570	03/20/84	2264/0001
PEP	United States	72/078,284	07/23/59	700,479	07/05/60	2264/0001
RENEW KIT	United States	73/135,154	07/25/77	1,159,708	07/07/81	2264/0001