

11-07-2003

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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

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

1. Name of conveying party(ies): 11-3-03
 Holley Performance Products, Inc.

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

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

2. Name and address of receiving party(ies)
 Name: Foothill Capital Corporation
 Internal Address: _____
 Street Address: 2450 Colorado Avenue, Ste 3000
 City: Santa Monica State: CA Zip: 90404

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State California
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Correction per Doc ID 102457473

Execution Date: 07/30/2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 76/110,574;
75/586,279; 75/736,924

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1293499; 1295677
1723592; 1295676; 1297124; 2471006

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Jennifer Lee Taylor
 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: 84

7. Total fee (37 CFR 3.41).....\$ See Doc ID102457473
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
03-1952 (Ref. 51270/16)

OPR/FINANCE
2003 NOV -3 AM 7:06

DO NOT USE THIS SPACE

9. Signature.
Jennifer Lee Taylor
 Name of Person Signing

Signature

10/03/03
 Date

Total number of pages including cover sheet, attachments, and document: 63

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

TRADEMARK
 REEL: 002855 FRAME: 0757

ATTACHMENT

CONTINUATION OF ITEM 1 (NAME OF CONVEYING PARTIES):

Lunati Cams, Inc., a Tennessee corporation
Weiland Automotive Industries, Inc., a California corporation
Earl's Supply Company, a California corporation
Hooker Industries, Inc., a California corporation
Biggs Manufacturing, Inc., an Arizona corporation

Continuation of Item 4B

1,706,754	2,119,778	1,557,635
1,293,522	2,075,294	2,311,381
1,293,498	2,261,811	1,730,640
1,726,992	2,348,293	1,270,570
2,112,989	2,248,039	700,479
2,166,442	2,288,444	1,159,708
2,239,401	1,930,646	2,538,268
1,295,993	2,076,101	
2,490,552	2,173,826	
1,163,395	2,389,228	
1,152,113	845,374	
1,152,114	1,504,797	
2,082,499	2,346,330	
1,822,354	1,133,503	
1,866,730	188,941	
1,867,992	1,021,903	
1,738,012	1,062,188	
1,873,100	2,023,526	
1,737,970	1,020,361	
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1,725,069	1,713,058	
1,895,895	1,754,899	
1,727,069	2,316,094	
1,738,145	2,316,095	
1,798,486	1,016,317	
2,351,813	1,353,694	
1,727,068	1,553,662	
1,769,711	1,778,849	
1,836,425	2,307,441	
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2,075,291	2,493,739	
2,351,121	2,305,840	
2,352,544	2,489,803	

TRADEMARK SECURITY AGREEMENT

by and among

THE GRANTORS NAMED HEREIN,

as Grantors

and

FOOTHILL CAPITAL CORPORATION,

as the Collateral Agent

Dated as of July 30, 2002

5-22-03

05-28-2003

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

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

Tab settings

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1. Name of conveying party(ies):

Holley Performance Products, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 07/30/2002

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation

Internal

Address:

Street Address: 2450 Colorado Avenue, Ste 3000

City: Santa Monica State: CA Zip: 90404

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State California, 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) 76/110,574; 75/586,279; 75/736,924

B. Trademark Registration No.(s) 1293499; 4295677 1723592; 1295676; 1297124; 2471006

Additional number(s) attached Yes No

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

Name: Jennifer Lee Taylor

Internal Address: Morrison & Foerster LLP

Street Address: 425 Market Street

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

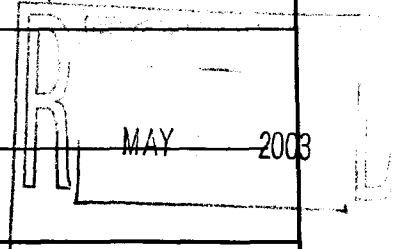
6. Total number of applications and registrations involved: 84

7. Total fee (37 CFR 3.41) \$ 2,115.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

03-1952 (Ref. 51270/16)



05/28/2003 BYRME 00000001 031952 76110574

DO NOT USE THIS SPACE

01 FC:8521 40.00 CH 02 FC:8522 2075.00 CH

Jennifer Lee Taylor Name of Person Signing

Signature

September 3, 2002 Date

Total number of pages including cover sheet, attachments, and document: 62

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

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Schedule I - Trademarks, Registrations and Applications

Schedule II - Licenses

TRADEMARK SECURITY AGREEMENT, dated July 30, 2002, made by the persons listed on the signature pages hereof under the caption "Grantors" (each a "Grantor" and, collectively, the "Grantors"), to FOOTHILL CAPITAL CORPORATION ("Foothill"), as agent (the "Collateral Agent") for the lenders (the "Lenders") party to the Loan and Security Agreement (as hereinafter defined).

PRELIMINARY STATEMENTS.

(1) The Lenders, as lenders, and Foothill, as the arranger and administrative agent for the Lenders, have entered into a Loan and Security Agreement dated as of July 30, 2002 (said agreement, as it may hereafter be amended or otherwise modified from time to time, being the "Loan and Security Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined) with Grantors, as borrowers.

(2) It is a condition precedent to the making of the initial Advance by the Lenders under the Loan and Security Agreement (or any other extension of credit provided for thereunder) that each Grantor shall have granted the assignment and security interest and made the pledge and assignment contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to make the initial Advance (or otherwise extend credit) under the Loan and Security Agreement, each of the Grantors hereby agrees with the Collateral Agent for its benefit and the ratable benefit of the Lenders as follows:

SECTION 1. Grant of Security. Each Grantor hereby assigns and pledges to the Collateral Agent for its benefit and the ratable benefit of the Lenders, and hereby grants to the Collateral Agent for its benefit and the ratable benefit of the Lenders a security interest in, all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified in Schedule I attached hereto and made a part hereof, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other 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 thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (collectively, the "Trademarks"); and

(b) all license agreements with any other person in connection with any of the Trademarks or such other person's names or marks, whether such Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule II attached hereto and made a part hereof, subject, in each case, to the terms of such license agreements, including, without limitation, terms requiring consent to a grant of a security interest, and any right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Loan and Security Agreement) now or hereafter owned by such Grantor and now or hereafter covered by such licenses (collectively, the "Licenses").

SECTION 2. Security for Obligations. The assignment and pledge of and grant of a security interest in the Trademark Collateral by each Grantor pursuant to this Agreement secures the payment of all Obligations of the Grantors now or hereafter existing under the Loan Documents, if any, whether for principal, interest, fees, expenses or otherwise (all such Obligations being the "Secured Obligations"). Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Secured Obligations and would be owed by any Grantor to the Collateral Agent or the Lenders under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Collateral Agent or any Lender or Grantor.

SECTION 3. Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) each Grantor shall remain liable under the contracts and agreements included in the Trademark Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Collateral Agent of any of the rights hereunder shall not release such Grantor from any of its duties or obligations under the contracts and agreements included in the Trademark Collateral and (c) neither the Collateral Agent nor any Lender shall have any obligation or liability under the contracts and agreements included in the Trademark Collateral by reason of this Agreement, nor shall the Collateral Agent nor any Lender be obligated to perform any of the obligations or duties of such Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 4. Representations and Warranties. Each Grantor represents and warrants as to itself and its Trademark Collateral as follows (it is understood and agreed that, for purposes of this Section 4, Grantors may amend Schedules I and II from time to time so long as any such amendment, individually or in the aggregate, would not result in, and reasonably could not be expected to result in, a Material Adverse Change):

(a) Such Grantor is the sole, legal and beneficial owner of the entire right, title and interest in and to the trademark registrations and applications for registration set forth in Schedule I hereto as being the property of such Grantor free and clear of any Lien, except for the security interest created by this Agreement, Permitted Liens and those certain liens in favor of Credit Agricole Indosuez and Bankers Trust (the "Previous Liens"). Except as contemplated by the Loan and Security Agreement, no security agreement, effective financing statement or other instrument similar in effect covering all or any part of the Trademark Collateral, that has not been terminated or released, is on file in any recording office (including, without limitation, the United States Patent and Trademark Office), except such as may have been filed in favor of the

Collateral Agent relating to this Agreement or any other Loan Document, and such Grantor has not consented to the filing of a financing statement under the Uniform Commercial Code or the filing of any document or notice similar in effect, that has not been released or terminated, with any foreign or domestic trademark agency or authority (including, without limitation, the United States Patent and Trademark Office) covering all or any part of the Trademark Collateral other than as contemplated hereby and thereby.

(b) Set forth in Schedule I opposite the name of such Grantor is a complete and accurate list of the material trademarks, trademark registrations and applications for registration owned by such Grantor. As of the date first set forth above, such Grantor has made all necessary filings and recordations to protect and maintain its interest in the trademark registrations and applications for registration set forth in Schedule I, including, without limitation, all necessary filings and recordings in the United States Patent and Trademark Office. Set forth in Schedule II opposite the name of such Grantor is a complete and accurate list of the material Licenses owned by such Grantor in which such Grantor is (i) a licensor or (ii) a licensee.

(c) Each trademark registration and application for registration of such Grantor set forth in Schedule I is subsisting and has not been adjudged invalid, unregistrable or unenforceable (excluding office actions from the United States Patent and Trademark Office and analogous refusals from foreign trademark agencies or authorities), in whole or in part, and, to the best of such Grantor's knowledge, is valid, registrable and enforceable. Each License of such Grantor identified in Schedule II is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of such Grantor's knowledge, is valid and enforceable. Such Grantor has notified the Collateral Agent in writing of all uses of any item of Trademark Collateral of which such Grantor is aware which could reasonably be expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Trademark Collateral, other than any such uses that would not have a Material Adverse Change.

(d) Except as contemplated by the Loan and Security Agreement, such Grantor has not made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale, transfer or encumbrance of any of the Trademark Collateral that has not been terminated or released, except where such assignment, sale, transfer or agreement would not have a Material Adverse Change. Such Grantor has not granted any license (other than those listed on Schedule II hereto), release, covenant not to sue, or non-assertion assurance to any person with respect to any part of the Trademark Collateral so as to have a Material Adverse Change.

(e) No consent of any other person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other third party in the United States is required either (A) for the grant by any Grantor of the assignment and security interest granted hereby or for the execution, delivery or performance of this Agreement by any Grantor, (B) for the perfection or maintenance of the pledge, assignment and security interest created hereby (including the first priority nature of such pledge, assignment or security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code and filings with the United States Patent and Trademark Office (or foreign trademark agencies or authorities), or (C) for the exercise by the Collateral Agent of its

rights provided for in this Agreement or the remedies in respect of the Trademark Collateral pursuant to this Agreement.

(f) Except for the licenses listed on Schedule II hereto, such Grantor has no knowledge of the existence of any right or any claim that is likely to be made under any item of Trademark Collateral contained on Schedule I.

(g) No claim has been made and is continuing or threatened that the use by such Grantor of any item of Trademark Collateral is invalid or unenforceable or that the use by such Grantor of any Trademark Collateral does or may violate the rights of any person, other than any such claim which would not have a Material Adverse Change. To the best of such Grantor's knowledge, there is currently no material infringement or unauthorized use by any third party of any item of Trademark Collateral contained on Schedule I that would threaten the enforceability of the Trademark Collateral.

(h) Such Grantor uses consistent standards of quality in all material respects in the manufacture, distribution and sale of all products sold and provision of all services provided under or in connection with any item of Trademark Collateral contained on Schedule I and has taken reasonable steps to ensure that all licensed users of any item of Trademark Collateral contained on Schedule I use such consistent standards of quality.

(i) No Grantor has knowledge of the existence of any trademark or license agreement held or claimed by any other person that would preclude such Grantor from distributing, marketing, selling or providing any product or service currently distributed, marketed, sold or provided by it, as the case may be, under or in connection with any of the Trademark Collateral (except, in each case, to the extent that such Grantor has granted an exclusive license to another person), or that would interfere with the ability of such Grantor to carry on its business as currently carried on, and no Grantor has knowledge of any claim that is likely to be made that if upheld would preclude or interfere with the business of such Grantor as currently carried on under any of the Trademark Collateral, other than any such trademark, license agreement or claim that would not have a Material Adverse Change.

SECTION 5. Further Assurances. (a) Each Grantor shall from time to time, at its expense, promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Collateral Agent may request, in order to perfect and protect any pledge, assignment or security interest granted or purported to be granted hereby or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral. Without limiting the generality of the foregoing, each Grantor will execute and file such financing or continuation statements, or amendments thereto, and take all further action that is reasonable and necessary in order to perfect and preserve the pledge, assignment and security interest granted or purported to be granted hereby.

(b) Each Grantor hereby authorizes the Collateral Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Trademark Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the

Trademark Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) Each Grantor will furnish to the Collateral Agent from time to time statements and schedules further identifying and describing the Trademark Collateral and such other reports in connection with the Trademark Collateral as the Collateral Agent may reasonably request, all in reasonable detail

(d) Each Grantor agrees that, should it obtain an ownership interest in any trademark, service mark, trade name, trade dress, other indicia of trade origin, trademark or service mark registration, or application for trademark or service mark registration, or license, which is not now a part of the Trademark Collateral, (i) the provisions of Section 1 shall automatically apply thereto, (ii) any such trademark, service mark, trade name, trade dress, indicia of trade origin, trademark or service mark registration or application for trademark or service mark registration, together with the goodwill of the business connected with the use of same and symbolized by same, or license, shall automatically become part of the Trademark Collateral, and (iii) with respect to any ownership interest in any trademark or service mark registration, or application for trademark or service mark registration that such Grantor should obtain, it shall give prompt written notice thereof to the Collateral Agent in accordance with Section 13 hereof. Each Grantor authorizes the Collateral Agent to modify this Agreement by amending Schedules I and II (and will cooperate reasonably with the Collateral Agent in effecting any such amendment) to include any trademark or service mark registration or application for trademark or service mark registration, or License, which becomes part of the Trademark Collateral under this Section.

(e) With respect to each trademark or service mark registration, application for trademark or service mark registration, and License, each Grantor agrees, subject to the last sentence of this subsection, to take all necessary steps, including, without limitation, in the United States Patent and Trademark Office or in any court, to (i) maintain each such trademark or service mark registration, application for trademark or service mark registration, and License, and (ii) pursue each such application for trademark or service mark registration, now or hereafter included in the Trademark Collateral, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of applications for renewal, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, and the participation in opposition, cancellation and infringement and misappropriation proceedings. Each Grantor agrees to take corresponding steps with respect to each new or acquired trademark or service mark registration, application for trademark or service mark registration, or License to which it is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by such Grantor. Such Grantor shall not discontinue use of or otherwise abandon any trademark or service mark, or abandon any right to file an application for registration thereof, or abandon any pending application for registration or registration of any trademark or service mark, without the written consent of the Collateral Agent, unless such Grantor shall have previously determined that such use or the pursuit or maintenance of such application or registration is no longer desirable in the conduct of such Grantor's business and that the loss thereof will not have a Material Adverse Change, in which case, such Grantor will give notice of any such abandonment to the Collateral Agent pursuant to the terms of Section 13 hereof.

(f) Each Grantor agrees to notify the Collateral Agent promptly and in writing if it learns (i) (x) that any item of the Trademark Collateral contained on Schedule I may be determined to have become abandoned or dedicated or (y) of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any item of the Trademark Collateral, and (ii) that such event would have a Material Adverse Change.

(g) In the event that any Grantor becomes aware that any item of the Trademark Collateral is infringed or misappropriated by a third party, such Grantor shall promptly notify the Collateral Agent and shall take reasonable actions under the circumstances to protect such Trademark Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation, unless any such infringement or misappropriation would not have a Material Adverse Change. Any expense incurred in connection with such activities shall be borne by such Grantor.

(h) Each Grantor shall to the extent it deems reasonable in its best business judgment use proper statutory notice in connection with its use of each of its federally registered trademarks and service marks contained in Schedule I, and use the notice designation "TM" or "SM", as applicable, in connection with its use of its adopted trademarks and service marks that are not federally registered.

(i) Each Grantor shall take reasonable steps under the circumstances to preserve and protect its Trademark Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with the Trademark Collateral, consistent with the quality and services as of the date hereof, and taking all steps necessary to ensure that all licensed users of any of said Trademark Collateral use consistent standards of quality.

(j) Within 45 days of the Closing Date, the Grantors shall cause the Previous Liens to be terminated or released to Agent's satisfaction.

SECTION 6. Transfers and Other Liens. No Grantor shall, (a) except with respect to Permitted Dispositions, sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any item of the Trademark Collateral that would have a Material Adverse Change or (b) create or suffer to exist any Lien upon or with respect to any of the Trademark Collateral except for the pledge, assignment, and security interest created by this Agreement or Permitted Liens.

SECTION 7. The Collateral Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints the Collateral Agent as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time in the Collateral Agent's discretion after the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral,

(b) to receive, indorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above, and

(c) to file any claims or take any action or institute any proceedings that the Collateral Agent may deem necessary or desirable for the collection of any payments relating to any of the Trademark Collateral or otherwise to enforce the rights of the Collateral Agent with respect to any of the Trademark Collateral.

To the extent permitted by law, each Grantor hereby ratifies all that the Collateral Agent shall lawfully do or cause to be done as attorney-in-fact for such Grantor. This power of attorney is a power coupled with an interest and is irrevocable.

SECTION 8. The Collateral Agent May Perform. If any Grantor fails to perform any agreement contained herein, the Collateral Agent may itself perform, or cause performance of, such agreement after reasonable notice to such Grantor to the extent practicable, and the expenses of the Collateral Agent incurred in connection therewith shall be payable by such Grantor under Section 11.

SECTION 9. The Collateral Agent's Duties. The powers conferred on the Collateral Agent hereunder are solely to protect its interest in the Trademark Collateral and shall not impose any duty upon the Collateral Agent to exercise any such powers. Except for the safe custody of any Trademark Collateral in its possession and the accounting for any moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Trademark Collateral or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Trademark Collateral. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Trademark Collateral in its possession if such Trademark Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property.

SECTION 10. Remedies. If any Event of Default shall have occurred and be continuing and if the Collateral Agent has taken or is taking remedial actions in respect of the Collateral that is Inventory or Accounts:

(a) The Collateral Agent may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein or otherwise available to it and to the fullest extent permitted by law, all the rights and remedies of a secured party upon default under the Uniform Commercial Code in effect in the State of New York at such time (the "N.Y. Uniform Commercial Code") (whether or not the N.Y. Uniform Commercial Code applies to the affected Trademark Collateral) and also may (i) require each Grantor to, and such Grantor hereby agrees that it will at its expense and upon request of the Collateral Agent forthwith, assemble all or part of the documents and things embodying the Trademark Collateral as directed by the Collateral Agent and make them available to the Collateral Agent at a place to be designated by the Collateral Agent that is reasonably convenient to both parties, (ii) occupy any

premises owned or leased by such Grantor where documents and things embodying the Trademark Collateral or any part thereof are assembled for a reasonable period in order to effectuate the Collateral Agent's rights and remedies hereunder or under law, without obligation to any Grantor in respect of such occupation, and (iii) without notice except as specified below, sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Collateral Agent may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and such Grantor shall supply to the Collateral Agent or its designee such Grantor's know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition, and such Grantor's customer lists and other records and documents relating to such Trademark Collateral and to the manufacture, distribution, advertising and sale of such products and services. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Collateral Agent shall not be obligated to make any sale of Trademark Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Collateral Agent in respect of any sale of, collection from, or other realization upon all or any part of the Trademark Collateral may, in the discretion of the Collateral Agent, be held by the Collateral Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Collateral Agent pursuant to Section 11) in whole or in part by the Collateral Agent for the ratable benefit of the Lenders against, all or any part of the Secured Obligations in such order as the Collateral Agent shall elect. Any surplus of such cash or cash proceeds held by the Collateral Agent and remaining after payment in full of all the Secured Obligations shall be paid over to the applicable Grantor or to whomsoever may be lawfully entitled to receive such surplus.

(c) The Collateral Agent may exercise any and all rights and remedies of each Grantor under or otherwise in respect of the Trademark Collateral.

(d) All payments received by any Grantor under or in connection with any of the Trademark Collateral shall be received in trust for the benefit of the Collateral Agent, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Collateral Agent in the same form as so received (with any necessary endorsement).

SECTION 11. Indemnity and Expenses. (a) Each Grantor agrees to indemnify the Agent-Related Persons, the Lender-Related Persons and the Participants (each, an "Indemnified Party") from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from an Indemnified Party's gross negligence or willful misconduct as determined by a final judgment of a court of competent jurisdiction.

(b) Each Grantor will upon demand pay to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that the Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Trademark Collateral, (iii) the exercise or enforcement of any of the rights of the Collateral Agent or the Lenders hereunder or (iv) the failure by such Grantor to perform or observe any of the provisions hereof.

SECTION 12. Amendments, Waivers, Etc. No amendment or waiver of any provision of this Agreement, and no consent to any departure by any Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Collateral Agent and, in the case of an amendment, by each Grantor and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Collateral Agent to exercise, and no delay in exercising any right hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

SECTION 13. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing (including telecopier, telegraphic, telex or cable communication), and mailed, telegraphed, telecopied, telexed, cabled or delivered to any Grantor, addressed to it at its address specified in the Loan and Security Agreement or to the Collateral Agent, addressed to it at its address specified in the Loan and Security Agreement or, as to any party, at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section 13. All such notices and other communications shall, when mailed, telecopied, telegraphed, telexed or cabled, respectively, be effective when deposited in the mails, telecopied, delivered to the telegraph company, confirmed by telex answerback, or delivered to the cable company, respectively, addressed as aforesaid.

SECTION 14. Continuing Security Interest; Assignments Under the Loan and Security Agreement. This Agreement shall create a continuing security interest in the Trademark Collateral and shall (a) remain in full force and effect until the later of the payment in full in cash of all of the Secured Obligations and the effective date of termination or expiration of the Loan and Security Agreement, (b) be binding upon each Grantor, its successors and assigns and (c) inure, together with the rights and remedies of the Collateral Agent hereunder, to the benefit of the Collateral Agent, the Lenders and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), the Collateral Agent and any Lender may assign or otherwise transfer all or any portion of its rights and obligations under the Loan and Security Agreement, to any other person, and such other person shall thereupon become vested with all the benefits in respect thereof granted to the Collateral Agent or such Lender herein or otherwise, in each case as provided in Section 14 of the Loan and Security Agreement.

SECTION 15. Release and Termination. (a) Upon any sale, lease, transfer or other disposition of any item of Trademark Collateral in accordance with the terms of the Loan Documents (other than sales of Inventory and grants of non-exclusive licenses, in each case, in the ordinary course of business), the Collateral Agent will, at any Grantor's expense, execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence the

release of such item of Trademark Collateral from the assignment and security interest granted hereby; provided, however, that (i) at the time of such request and such release and after giving effect thereto no Default shall have occurred and be continuing, (ii) such Grantor shall have delivered to the Collateral Agent, at least ten Business Days prior to the date of the proposed release, a written request for release describing the item of the Trademark Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Collateral Agent and a certification by such Grantor to the effect that the transaction is in compliance with the Loan Documents and as to such other matters as the Collateral Agent may request and (iii) the proceeds of any such sale, lease, transfer or other disposition required to be applied in accordance with Section 2.4 of the Loan and Security Agreement shall be paid to, or in accordance with the instructions of, the Collateral Agent at the closing.

(b) Upon the later of the payment in full in cash of all of the Secured Obligations and the effective date of termination or expiration of the Loan and Security Agreement, the pledge, assignment, and security interest granted hereby shall terminate and all rights to the Trademark Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof shall revert to the applicable Grantors. Upon any such termination, the Collateral Agent will, at such Grantor's expense, execute and deliver to any Grantor such documents as such Grantor shall reasonably request to evidence such termination.

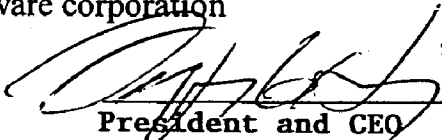
SECTION 16. Governing Law; Terms. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR TRADEMARK COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. Unless otherwise defined herein or in the Loan and Security Agreement, terms used in Article 9 of the N.Y. Uniform Commercial Code are used herein as therein defined.

SECTION 17. Consent to Jurisdiction. Each Grantor agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of any such court and to service of process in any such suit being made upon each Grantor by mail at the address specified in the Loan and Security Agreement. Each Grantor hereby waives any objection that it may now or hereafter have to venue of any such suit or any such court or that such suit is brought in an inconvenient forum.

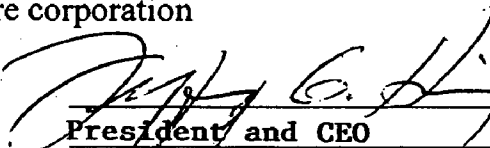
SECTION 18. Waiver of Jury Trial. Each Grantor hereby irrevocably waives all rights to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement, the transactions contemplated hereby or the actions of the Collateral Agent or any Lender in the negotiation, administration, performance or enforcement hereof.

IN WITNESS WHEREOF, Grantors have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

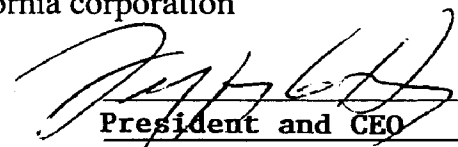
HOLLEY PERFORMANCE PRODUCTS, INC., a Delaware corporation

By: 
Title: President and CEO

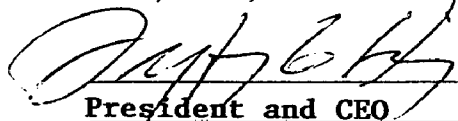
HOLLEY PERFORMANCE SYSTEMS, INC., a Delaware corporation

By: 
Title: President and CEO

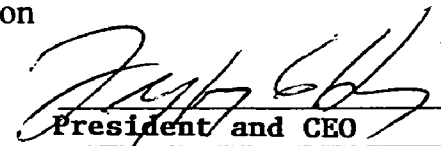
WEIAND AUTOMOTIVE INDUSTRIES, INC., a California corporation

By: 
Title: President and CEO


LUNATI CAMS, INC., a Tennessee corporation

By: 
Title: President and CEO

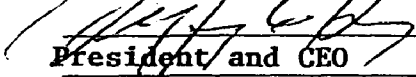
NITROUS OXIDE SYSTEMS, INC., a California corporation

By: 
Title: President and CEO

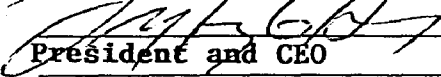
EARL'S SUPPLY COMPANY, a California corporation

By: 
Title: President and CEO


BIGGS MANUFACTURING, INC., an Arizona corporation

By: 
Title: President and CEO

HOOKER INDUSTRIES, INC., a California corporation

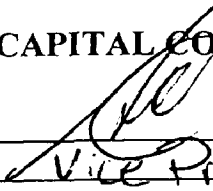
By: 
Title: President and CEO

SO-CAL SPEED SHOPS, INC., a Delaware corporation

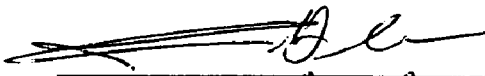
By: 
Title: President and CEO

Agreed and consented to as of
the date first above written:

FOOTHILL CAPITAL CORPORATION, as Collateral Agent

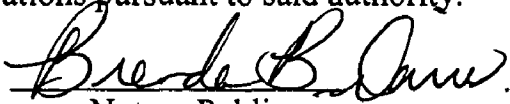
By: 
Title: Vice President
Address: _____

EFASTPARTS.COM, INC.,
a Delaware corporation

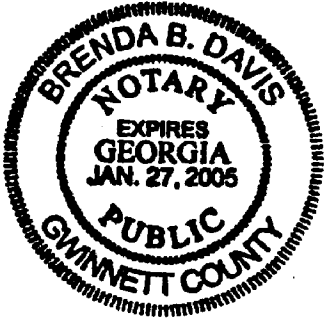
By: 
Name: JOSPH G. ANDERSON
Title: VP+ CFO

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On the 24th the day of July, 2002, before me personally came **Jeffrey G. King** to me known, who, being by me duly sworn, did depose and says that he is the **President and Chief Executive Officer** of **HOLLEY PERFORMANCE PRODUCTS INC., HOLLEY PERFORMANCE SYSTEMS, INC., WEIAND AUTOMOTIVE INDUSTRIES, INC., LUNATI CAMS, INC., NITROUS OXIDE SYSTEMS, INC., EARL'S SUPPLY COMPANY, BIGGS MANUFACTURING, INC., HOOKER INDUSTRIES, INC., SO-CAL SPEED SHOPS, INC.**, the corporations described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporations; and that he signed said instrument on behalf of said corporations pursuant to said authority.


Notary Public

[Notarial Seal]



STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 30th day of July, 2002, before me personally came Joseph G. Anderson to me known, who, being by me duly sworn, did depose and say he resides at _____

VP & CEO ~~and~~ that he is the _____ of EFASTPARTS.COM, INC., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

JEANETTE C. HARRIS
Notary Public, State of New York
No. 01HA4947008
Qualified in Orange County
Certificate Filed in New York County
Commission Expires March 27, 2003

Jeanette C. Harris
Notary Public

[Notarial Seal]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 30th day of July, 2002, before me personally came Stephen Carl to me known, who, being by me duly sworn, did depose and say he resides at _____

VP ~~and~~ that he is the _____ of FOOTHILL CAPITAL CORPORATION, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he has signed said instrument on behalf of said corporation pursuant to said authority.



JEANETTE C. HARRIS
Notary Public, State of New York
No. 01HA4947008
Qualified in Orange County
Certificate Filed in New York County
Commission Expires March 27, 2003







Jeanette C. Harris
Notary Public


[Notarial Seal]



SCHEDULE I: TRADEMARKS, REGISTRATIONS AND APPLICATIONS

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
AFTERBURNER	Biggs Manufacturing, Inc.	United States	75/207,657	12/03/96	2,248,039	05/25/99	Automotive Exhaust Manifolds and Mufflers, in Class 12 (01/09/97)	Combined Declaration of Use and Incontestability Due Between 05/25/2004 and 05/25/2005; Renewal Application and Declaration of Use Due Between 05/25/2008 and 05/25/2009
AIRMASS	Biggs Manufacturing, Inc.	United States	75/342,653	08/18/97	2,288,444	10/26/99	Motor Vehicle Emission Exhaust System Components, Namely, Exhaust Manifolds for Engines, Engine Mufflers and Tailpipes, in Class 12 (11/05/97; 04/08/98)	Combined Declaration of Use and Incontestability Due Between 10/26/2004 and 10/26/2005; Renewal Application and Declaration of Use Due Between 10/26/2008 and 10/26/2009
FLOWTECH	Biggs Manufacturing, Inc.	United States	74/478,599	01/12/94	1,930,646	10/31/95	Tubular Performance Exhaust Headers, in Class 12 (03/29/94)	Renewal Application and Declaration of Use Due Between 10/31/2004 and 10/31/2005
PURPLE HORNIES	Biggs Manufacturing, Inc.	United States	74/631,897	02/09/95		07/01/97	Standard Glass Pack Mufflers and Header Mount Glass Pack Mufflers for Automobile Engines, in Class 7 (01/05/96); Disclaims: PURPLE	Combined Declaration of Use and Incontestability Due Between 07/01/2002 and 07/01/2003; Renewal Application and Declaration of Use Due Between 07/01/2006 and 07/01/2007
WARLOCK	Biggs Manufacturing, Inc.	United States	75/207,658	12/03/96	2,173,826	07/14/98	Automotive Exhaust Systems Comprising Exhaust Manifolds for Engines, Engine Mufflers and Tailpipes, in Class 7 (02/00/97)	Combined Declaration of Use and Incontestability Due Between 07/14/2003 and 07/14/2004; Renewal Application and Declaration of Use Due Between 07/14/2008 and 07/14/2009
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

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 Declaration 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 Application and Declaration of Use Due Between 09/18/2003 and 09/18/2004
EARL'S	Earl's Supply Company 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 Declaration of Use Due Between 10/13/2001 and 10/13/2002
EARL'S (Stylized) EARL'S 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, Adaptors, 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 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


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	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
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 Class 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 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 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 Declaration 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 Declaration of Use Due Between 09/18/2003 and 09/18/2004

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	2,471,006	07/24/01	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 (U.S. Classes 2, 12, 13, 14, 23, 25, and 50); Radiator Caps; Heat 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 (U.S. Classes 13, 19, 21, 23, 31, 34, and 35); 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	Combined Declaration of Use and Incontestability Due Between 07/24/2006 and 07/24/2007; Renewal Application and Declaration of Use Due Between 07/24/2010 and 07/24/2011

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	2,471,006	07/24/01	Welding, in Class 8 (U.S. Classes 23, 28, and 44); Automotive Brake Hoses Used to Transfer Automotive Brake Fluid, in Class 12 (U.S. Classes 19, 21, 23, 31, 35, and 44); 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 (U.S. Classes 1, 5, 12, 13, 35, and 50) (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 Declaration 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 Due 04/11/2006
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

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
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
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 Declaration of Use Due Between 09/04/2003 and 09/04/2004
EARL'S PERFORMANCE PRODUCTS (Stylized) EARL'S PERFORMANCE PRODUCTS	Earl's Supply Co.	Australia	518560	09/06/89	518560	02/17/93	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 PERFORMANCE PRODUCTS	Earl's Supply Co.	Australia	517636	08/23/89	517636	10/29/92	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
EARL'S SUPPLY 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 Declaration of Use Due Between 09/04/2003 and 09/04/2004
EPP	Earl's Supply Company	Australia	557,053	06/03/91	557,053	06/03/91	Fluid Control Hoses and Fittings Thereof, 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	Second Renewal Application Due 06/06/2011

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 Co.	Germany	E 31 019/6 Wz	08/09/91	2 040 916	07/22/93	Fluid-Control Hosing and Fitting Hosing 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	Second Renewal Application Due 08/09/2011
EPP	Earl's Supply Company	Italy	RM91C/001927	05/24/91	612735	12/17/93	Fluid Control Hosing and Fittings, in Class 17; Claim of Priority Based on U.S. Reg. No. 1,726,992	Renewal Application Due 05/24/2001; Confirmation of Filing Renewal Application During Grace Period Received From Agent 07/26/2001
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
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 Declaration of Use Due Between 10/27/2001 and 10/27/2002
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)	Combined Declaration of Use and Incontestability Due Between 11/11/2002 and 11/11/2003; Renewal Application and Declaration 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)	Combined Declaration of Use and Incontestability Due Between 06/16/2003 and 06/16/2004; Renewal Application and Declaration of Use Due Between 06/16/2007 and 06/16/2008

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
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)	Combined Declaration of Use and Incontestability Due Between 04/13/2004 and 04/13/2005; Renewal Application and Declaration of Use Due Between 04/13/2008 and 04/13/2009
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 Declaration of Use Due Between 09/18/2003 and 09/13/2004
SOLO-BLEED	Earl's Supply Company	United States	76/110,429	08/16/00	2,490,552	09/18/01	Replacement Vehicle Brake Bleeding Valves, in Class 12 (U.S. Classes 19, 21, 23, 31, 35, and 44) (11/00/98; 02/00/99)	Combined Declaration of Use and Incontestability Due Between 09/18/2006 and 09/18/2007; Renewal Application and Declaration of Use Due Between 09/18/2010 and 09/18/2011
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)	Compliance With Final Refusal or Request for Reconsideration and/or Notice of Ex Parte Appeal Due 05/08/2002 (final refusal issued 11/08/2001); Compliance With Final Refusal Filed 05/08/2002; Acknowledgement of Receipt of Compliance With Final Refusal Received 05/10/2002
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)	Combined Declaration of Use and Incontestability 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.	Canada	624,133	01/27/89	TMA367,195	03/23/90	Engine Governors and Parts Thereof (00/00/50); Assignment From Coltec Industries Inc. to Holley Performance Products Inc., Recorded 05/10/2001, and Amended 12/17/2001	Renewal Application Due 03/23/2005

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
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 Declaration of Use Due Between 03/05/2007 and 03/05/2008
CONTENDER	Holley Performance Products Inc.	Canada	624,141	01/27/89	TMA369,749	06/22/90	Intake Manifolds for Land Vehicle Internal Combustion Engines (00/00/87); Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Recorded 05/10/2001, and Amended 12/17/2001	Renewal Application Due 06/22/2005
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 Declaration of Use Due Between 09/20/2007 and 09/20/2008
DOMINATOR	Holley Performance Products Inc.	Canada	628,766	03/31/89	TMA426,805	05/06/94	Carburetors 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; Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Recorded 05/10/2001, and Amended 12/17/2001	Renewal Application Due 05/06/2009
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	Combined Declaration of Use and Incontestability Due Between 05/02/2005 and 05/02/2006; Renewal Application and Declaration 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	Second Renewal Application and Declaration of Use Due Between 04/22/2009 and 04/22/2010
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 (U.S. Classes 13, 19, 21, 23, 31, 34, and 35); Disclaims: DOUBLE [NOTE: Intent-to-Use Application]	Notice of Publication Issued 05/22/2002; Publication Date 06/11/2002 (120 days = 10/09/2002)

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
ECONOMASTER	Holley Performance Products Inc.	Canada	624,136	01/27/89	TMA365,05 9	02/02/90	Carburetors and Parts Thereof for Internal Combustion Engines for Land Vehicles (00/00/77); Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Recorded 05/10/2001, and Amended 12/17/2001	Renewal Application Due 02/02/2005
HOLLEY	Holley Performance Products Inc.	Argentina	2.142.333	04/03/98	1.742.582	06/30/99	All Goods in Class 7; Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Recorded 08/14/2001	Request for Correction to Assignee Sent to Agent 02/08/2002; Legalized Certificate of Incorporation of Holley Performance Products Inc. Sent to Agent 02/22/2002; Acknowledgement of Receipt of Legalized Certificate of Incorporation Received From Agent 03/06/2002; F/U Sent to Agent 06/20/2002; Confirmation of Filing Request for Correction of Assignee Name Received From Agent 07/10/2002; Per Agent's 07/10/2002 Advice, Request for Correction to Assignee Name Still Pending; 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

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
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 Thereof Sold as a Unit, in Class 9	Published 03/28/2002; Opposition Period Expires 06/28/2002; Subject to Opposition Proceeding by Matthew Wherrett; see Inter Partes Docket for Status

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
HOLLEY	Holley Performance Products Inc.	Benelux	15254	10/21/71	69194	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, Warmers, 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	Fourth Renewal Application Due 10/21/2004

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
HOLLEY (cont.)	Holley Performance Products Inc.	Benelux	15254	10/21/71	69194	10/21/71	Devices for Motor Vehicles, Automatic Electric Devices, Valves Controlling the Vapour Emissions From Automatic Transmissions and 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, Warmers, Servo-Steering, Not Included in Other Classes, in Class 12; Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Recorded 09/26/2001	
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	Confirmation of Filing Renewal Application Received From Agent 01/17/2000; Per Agent's 11/21/2001 Advice, Renewal and Assignment Still Pending
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

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
HOLLEY	Holley Performance Products Inc.	Canada	623,432	01/18/89	TMA365,56 3	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 Afs, 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	Renewal Application Due 02/16/2005

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
HOLLEY (cont.)	Holley Performance Products Inc.	Canada	623,432	01/18/89	TMA365,56 3	02/16/90	(00/00/74); (4) Intake Manifolds (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; Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Recorded 05/10/2001, and Amended 12/17/2001	
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); Assignment and Power of Attorney Sent to Client for Execution 02/13/2001
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; Assignment and Power of Attorney Sent to Client for Execution 02/13/2001

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
HOLLEY	Colt Industries, Inc.	Colombia	404303	08/25/93	156,697	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; Assignment and Power of Attorney Sent to Client for Execution 02/13/2001
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; Assignment and Power of Attorney Sent to Client for Execution 02/13/2001
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.	Germany	770706	04/17/61	770 706	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; Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Recorded 06/25/2001	Fifth Renewal Application Due 04/30/2011
HOLLEY	Holley Performance Products Inc.	Italy	57421	04/19/61	439588	04/20/65	International Classes 7 and 9; Name Change From Colt Industries Inc. to Coltec Industries, Recorded 10/12/2001; Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Recorded 10/12/2001	Request to Correct Assignee Name Sent to Agent 11/13/2001; Acknowledgement of Receipt of Request Received From Agent 11/27/2001; F/U Sent to Agent 06/20/2002; Confirmation of Filing Request for Correction to Assignee Name on 03/01/2002 Received From Agent 06/24/2002; Confirmation of Filing of Renewal Application on 10/05/2001 Received 10/09/2001 and 10/19/2001
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

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
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, Thermoregulators for Engines, 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.	Mexico	255,634	05/28/80	255,634	01/20/81	Cutlery, Machines or Apparatus, Tools and Their Parts, in Mexico Class 23; Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Recorded 07/17/2001	Request for Correction to Owner Name in Recorded Assignment Sent to Agent 10/24/2001; Fourth Renewal Application Due 05/28/2010
HOLLEY	Holley Performance Products Inc.	New Zealand	606015	01/05/00	606015	08/09/01	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 on Part B	Renewal Application Due 01/05/2007

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	606016	01/05/00	606016	08/09/01	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 on Part B	Renewal Application Due 01/05/2007
HOLLEY	Holley Performance Products Inc.	Spain	0452014	07/17/64	0452014	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; Assigned by Coltec Industries Inc. to Holley Performance Products Inc. Recorded 05/16/2001	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 Declaration of Use Due Between 09/09/2003 and 09/09/2004
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 Declaration 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 Declaration of Use Due Between 03/29/2006 and 03/29/2007

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	Combined Declaration of Use and Incontestability Due Between 12/17/2001 and 12/17/2002; Renewal Application Due and Declaration of Use Between 12/17/2005 and 12/17/2006
HOLLEY	Coltec Industries Inc. (Pennsylvania corporation; North Carolina address)	Venezuela	5070	09/09/65	54019	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 Record Renewals; F/U Sent to Agent 04/09/2002; Per Agent's 05/02/2002 Advice, Third Renewal Application Due 02/28/2008



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	98/12318	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; Associated With Hong Kong Reg. Nos. 10028/2000 and 10655/2000	Confirmation of Filing Documentation to Correct State of Incorporation Received From Agent 03/28/2002; Confirmation of Acceptance on Part A Received From Agent 05/02/2002; Application Will be Published With a Two-Month Opposition Period; Registration Fees Will be Paid by Agent After Application Has Successfully Passed Through Opposition Period
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	Renewal Application Due 09/17/2005; Confirmation of Filing Documentation to Correct State of Incorporation Received From Agent 03/28/2002
HOLLEY (Stylized) Holley	Holley Performance Products Inc.	Hong Kong	12320/98	09/17/98	10655/2000	08/03/00	Intake Manifolds for Internal Combustion Engines for Vehicles, in Class 12; Associated With Hong Kong App. Nos. 12318/98 and 12319/98	Renewal Application Due 09/17/2005; Confirmation of Filing Documentation to Correct State of Incorporation Received From Agent 03/28/2002

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.	South Africa	B65/1511	04/14/65	B65/1511	04/14/65	All Goods in Class 7; Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Recorded 10/16/2001	Fourth Renewal Application Due 04/14/2005
HOLLEY (Stylized) HOLLEY	Holley Performance Products Inc.	South Africa	B65/1512	04/14/65	B65/1512	04/14/65	All Goods in Class 9; Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Recorded 10/16/2001	Fourth Renewal Application Due 04/14/2005
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 Declaration 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 Declaration of Use Due Between 06/26/2008 and 06/26/2009

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) 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, 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 Declaration of Use Due Between 07/12/2003 and 07/12/2004
HOLLEY (Stylized) Holley	Holley Performance Products Inc.	United States	74/364,454	03/03/93	1,844,076	07/12/94	Distributors and Parts Thereof, Carburetors, Jet Engine Fuel Controls, Governors and Parts Thereof for Engines; Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Recorded 05/10/2001, and Amended 12/17/2001	Third Renewal Application Due 09/26/2003
HOLLEY DESIGN HOLLEY	Holley Performance Products Inc.	Canada	244,095	01/30/58	TMA1111,65 4	09/26/58		

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REEL: 002855 FRAME: 0798

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
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 Declaration of Use Due Between 09/08/2001 and 09/08/2002
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 Declaration of Use Due Between 03/02/2002 and 03/02/2003
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)	Combined Declaration of Use and Incontestability Due Between 02/08/2005 and 02/08/2006; Renewal Application and Declaration 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	Combined Declaration of Use and Incontestability Due Between 02/08/2005 and 02/08/2006; Renewal Application and Declaration of Use Due Between 02/08/2009 and 02/08/2010
M/T (Stylized) 	Holley Performance Products Inc.	Canada	624,132	01/27/89	TMA365,96 6	02/23/90	Engine Valve Covers (03/00/70); Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Recorded 05/10/2001, and Amended 12/17/2001	Renewal Application Due 02/23/2005
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 Declaration of Use Due Between 07/22/2004 and 07/22/2005

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
MASTER-FIT and Design MASTERFIT	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 Declaration of Use Due Between 08/13/2004 and 08/13/2005
MILE DIAL	Holley Performance Products Inc.	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); Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Recorded 05/10/2001, and Amended 12/17/2001	Renewal Application Due 02/02/2005
POWERSHOT	Holley Performance Products Inc.	United States	76/288,868	7/24/2001	2,538,268	2/12/2002	Air filters for motors and engines in International Class 7.	Registered Renewal Application due 2/12/2012

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
PRO DOMINATOR	Holley Performance Products Inc.	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; Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Recorded 05/10/2001, and Amended 12/17/2001	Renewal Application Due 11/15/2006
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 Declaration 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 Declaration 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)	Combined Declaration of Use and Incontestability Due Between 01/11/2005 and 01/11/2006; Renewal Application and Declaration of Use Due Between 01/11/2009 and 01/11/2010

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
RENEW KIT	Holley Performance Products Inc.	Canada	624,140	01/27/89	TMA378,74 5	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; Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Recorded 05/10/2001, and Amended 12/17/2001	Renewal Application Due 01/25/2006
STREET DOMINATOR	Holley Performance Products Inc.	Canada	624,139	01/27/89	TMA389,83 7	11/08/91	Intake Manifolds for Internal Combustion Engines for Land Vehicles (00/00/76); Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Recorded 05/10/2001, and Amended 12/17/2001	Renewal Application Due 11/08/2006
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 Declaration of Use Due Between 05/31/2006 and 05/31/2007
STRIP DOMINATOR	Holley Performance Products Inc.	Canada	624,138	01/27/89	TMA390,06 7	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; Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Recorded 05/10/2001, and Amended 12/17/2001	Renewal Application Due 11/15/2006




Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
STRIP DOMINATOR	Holley Performance Products Inc.	United States	75/349,914	09/02/97	2,493,739	10/02/01	Carburetors, Intake Manifolds and Structural Parts Therefor, All for Use in Land Vehicles Engines, in Class 7 (U.S. Classes 13, 19, 21, 23, 31, 34, and 35) (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	Combined Declaration of Use and Incontestability Due Between 10/02/2006 and 10/02/2007; Renewal and Declaration of Use Due Between 10/02/2010 and 10/02/2011
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)	Combined Declaration of Use and Incontestability Due Between 01/04/2005 and 01/04/2006; Renewal Application and Declaration of Use Due Between 01/04/2009 and 01/04/2010




Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
THE HEART & SOUL OF PERFORMANCE	Holley Performance Products Inc.	United States	75/556,985	09/21/98	2,489,803	09/18/01	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 (U.S. Classes 13, 19, 21, 23, 31, 34, and 35); 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 (U.S. Classes 21, 23, 26, 36, and 38) (11/00/97)	Request for Correction of Certificate of Registration Filed 10/23/2001; Acknowledgement of Receipt of Request for Correction of Registration Certificate Received 10/24/2001; Corrected Registration Certificate Issued 06/04/2002; Combined Declaration of Use and Incontestability Due Between 09/18/2006 and 09/18/2007; Renewal Application and Declaration of Use Due Between 09/18/2010 and 09/18/2011
TRICK KIT	Holley Performance Products Inc.	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); Assigned by Coltec Industries Inc. to Holley Performance Products Inc., Recorded 05/10/2001, and Amended 12/17/2001	Renewal Application Due 02/22/2006


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, Slosh 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, Slosh 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	Combined Declaration of Use and Incontestability Due Between 01/25/2005 and 01/25/2005; Renewal Application and Declaration 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 Declaration of Use Due Between 11/10/2001 and 11/10/2002
COYOTE PERFORMANCE HEADERS	Hooker Industries Inc.	California			14658	03/18/86	Automotive Exhaust Headers Mufflers Reducers and Brackets, in Class 12	Original Registration No. 80583; Second Renewal Application Due 03/18/2006
HOOKER HEADERS	Hooker Industries, Inc.	Canada	516,900	05/24/67	TMA156,173	03/29/68	Automotive Exhaust Mechanisms (03/02/66); Disclaims: HEADERS	Third Renewal Application Due 03/29/2013

TRADEMARK

REEL: 002855 FRAME: 0805



Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
HOOKER HEADERS	Hooker Industries, Inc.	United States	75/065,251	02/29/96	2,075,292	07/01/97	Exhaust Gas Piping and Mufflers for Use on Engines of Land Vehicles, Marinecraft, and Aircraft, in Class 7 (05/01/67); Disclaims: HEADERS	Combined Declaration of Use and Incontestability Due Between 07/01/2002 and 07/01/2003; Renewal Application and Declaration of Use Due Between 07/01/2006 and 07/01/2007
HOOKER HEADERS and Design 	Hooker Industries, Inc.	United States	75/065,250	02/29/96	2,075,291	07/01/97	Exhaust Gas Piping and Mufflers for Use on Engines of Land Vehicles, Marinecraft, and Aircraft, in Class 7 (05/01/67); Disclaims: HEADERS	Combined Declaration of Use and Incontestability Due Between 07/01/2002 and 07/01/2003; Renewal Application and Declaration of Use Due Between 07/01/2006 and 07/01/2007
I LOVE MY HOOKER HEADERS and Design 	Hooker Industries, Inc.	California			4717	05/04/76	Exhaust Systems for Automotive Vehicles and Apparatus Used Therewith, in Class 12 (State Class 101) (01/00/67 in California; 02/00/67 Anywhere)	Original Reg. No. 4377; Third Renewal Application Due 05/04/2006
I LOVE MY HOOKER HEADERS and Design 	Hooker Industries Inc.	United States	75/353,168	09/08/97	2,351,121	05/23/00	Exhaust Gas Piping and Mufflers for Use on Engines of Land Vehicles, Marinecraft, and Aircraft, in Class 12 (02/01/67); Owner of U.S. Reg. Nos. 2,075,291 and 2,075,292; Disclaims: HEADERS	Combined Declaration of Use and Incontestability Due Between 05/23/2005 and 05/23/2006; Renewal Application and Declaration of Use Due Between 05/23/2009 and 05/23/2010
STEP TUNED	Hooker Industries, Inc.	United States	75/467,183	04/13/98	2,352,544	05/23/00	Exhaust Gas Piping for Use on Land Vehicles, Boats, and Airplanes, in Class 12; Disclaims: TUNED (06/25/98)	Combined Declaration of Use and Incontestability Due Between 05/23/2005 and 05/23/2006; Renewal Application and Declaration of Use Due Between 05/23/2009 and 05/23/2010
TUNED FLOW	Hooker Industries Inc.	United States	75/210,015	12/09/96	2,119,778	12/09/97	Exhaust Gas Piping and Mufflers for Use on Engines of Land Vehicles, Marinecraft, and Aircraft, in Class 7 (01/00/97)	Combined Declaration of Use and Incontestability Due Between 12/09/2002 and 12/09/2003; Renewal Application and Declaration of Use Due Between 12/09/2006 and 12/09/2007

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
GENERAL KINETICS and Design 	Lunati, Judy, DBA Camshaft Merchandisers, and Lunati, Joseph, Jr., DBA Camshaft Merchandisers	Tennessee				07/22/96	Vehicles Internal Combustion Engine Components for Land Vehicles, Including Camshafts, Cams and Related Parts, in Class 12 (Tennessee Class 19) (05/20/96 in Tennessee; 07/19/66 Anywhere)	Renewal Application Due 07/22/2006
GENERAL KINETICS and Design 	Lunati, Joseph, Jr., and Lunati, Judy	United States	75/154,768	08/19/96	2,261,811	07/20/99	Internal Combustion Engine Components, Namely, Camshafts, Cams, Valve Lifters, Valve Springs, Valve Spring Retainers, Valve Spring Retainer Keepers, Push Rods and Rocker Arms, All for Land Vehicles, in Class 7 (11/17/65; 07/19/96)	Combined Declaration of Use and Incontestability Due Between 07/20/2004 and 07/20/2005; Renewal Application and Declaration of Use Due Between 07/20/2008 and 07/20/2009
LUNATI CAMS (Stylized) 	Lunati Cams, Inc.	United States	75/589,155	11/16/98	2,348,293	05/09/00	Mechanical Engine Parts for Automobiles, Trucks, and Related Vehicles, in Class 7 (06/02/69); Disclaims: CAMS; Note: Section 2(f)	Combined Declaration of Use and Incontestability Due Between 05/09/2005 and 05/09/2006; Renewal Application and Declaration of Use Due Between 05/09/2009 and 05/09/2010
CHEATER	Nitrous Oxide Systems, Inc.	United States	74/257,671	03/23/92	1,738,012	12/08/92	Fuel Injection Kits for Injecting Nitrous Oxide and a Fuel Mixture Into an Internal Combustion Engine, Comprised of a Nitrous Bottle, Nitrous and Fuel Solenoids, Injector Plates, Filters, Fittings, Jets, Switches, Hose and Installation Hardware, in Class 7 (03/00/80)	Renewal Application and Declaration of Use Due Between 12/08/2001 and 12/08/2002
FLARE JET	Nitrous Oxide Systems, Inc.	United States	74/258,652	03/24/92	1,873,100	01/10/95	Jet for Injecting a Fuel Mixture and Nitrous Oxide Into an Internal Combustion Engine, in Class 7 (08/05/94); Disclaims: JET	Renewal Application and Declaration of Use Due Between 01/10/2004 and 01/10/2005
FOGGER	Nitrous Oxide Systems, Inc.	United States	74/257,672	03/23/92	1,737,970	12/08/92	Metal Nozzle for Injecting Nitrous Oxide and a Fuel Mixture Into an Internal Combustion Engine, in Class 6 (03/00/85)	Renewal Application and Declaration of Use Due Between 12/08/2001 and 12/08/2002
FUNNEL JET	Nitrous Oxide Systems, Inc.	United States	74/257,889	03/23/92	1,873,099	01/10/95	Jet for Injecting a Fuel Mixture and Nitrous Oxide Into an Internal Combustion Engine, in Class 7 (08/05/94); Disclaims: JET	Renewal Application and Declaration of Use Due Between 01/10/2004 and 01/10/2005

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
NOS	Nitrous Oxide Systems, Inc.	Canada	1136486	04/05/02			Fuel Injector Kits for Injecting Nitrous Oxide and a Fuel Mixture Into an Internal Combustion Engine and Nozzles for Fuel Injection (00/00/79)	Instructions to Proceed With Filing Sent to Agent 04/04/2002; Confirmation of Filing Application Received From Agent 04/05/2002; Filing Receipt Issued 05/13/2002 and Received From Agent 06/12/2002
NOS	Nitrous Oxide Systems, Inc.	Mexico	549925	06/04/02			Fuel Injector Kits for Injecting Nitrous Oxide and a Fuel Mixture Into an Internal Combustion Engine and Nozzles for Fuel Injection, in Class 7	Filing Particulars Sent to Agent 03/27/2002; Instructions to Perform Clearance Searches Sent to Agent 03/27/2002; Power of Attorney Sent to Client for Execution 04/08/2002; Executed Power of Attorney Sent to Agent 05/24/2002; Instructions to File Intent-to-Use Sent to Agent 05/29/2002; Acknowledgement of Receipt of Instructions Received From Agent 05/29/2002; Confirmation of Filing Application and Filing Particulars Received From Agent 06/12/2002
NOS	Nitrous Oxide Systems, Inc.	United States	74/257,661	03/23/92	1,738,011	12/08/92	Fuel Injector Kits for Injecting Nitrous Oxide and a Fuel Mixture Into an Internal Combustion Engine and Nozzles for Fuel Injection, in Class 7 (03/00/78)	Renewal Application and Declaration of Use Due Between 12/08/2001 and 12/08/2002
NOS and Design 	Nitrous Oxide Systems, Inc.	Canada	1136487	04/05/02			Fuel Injector Kits for Injecting Nitrous Oxide and a Fuel Mixture Into an Internal Combustion Engine and Nozzles for Fuel Injection (00/00/79)	Instructions to Proceed With Filing Sent to Agent 04/04/2002; Confirmation of Filing Application Received From Agent 04/05/2002; Filing Receipt Issued 05/13/2002 and Received From Agent 06/12/2002

TRADEMARK



REEL: 002855 FRAME: 0808


Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
NOS and Design 	Nitrous Oxide Systems, Inc.	Mexico	549926	06/04/02			Fuel Injector Kits for Injecting Nitrous Oxide and a Fuel Mixture Into an Internal Combustion Engine and Nozzles for Fuel Injection, in Cl. 7	Filing Particulars Sent to Agent 03/27/2002; Instructions to Perform Clearance Searches Sent to Agent 03/27/2002; Power of Attorney Sent to Client for Execution 04/08/2002; Executed Power of Attorney Sent to Agent 05/24/2002; Instructions to File Intent-to-Use Sent to Agent 05/29/2002; Acknowledgement of Receipt of Instructions Received From Agent 05/29/2002; Confirmation of Filing Application and Filing Particulars Received From Agent 06/12/2002
NOS and Design 	Nitrous Oxide Systems, Inc.	United States	74/258,656	03/24/92	1,725,069	10/20/92	Fuel Injector Kits for Injecting Nitrous Oxide and a Fuel Mixture Into and Internal Combustion Engine and Nozzles for Fuel Injection, in Class 7 (03/00/78)	Renewal Application and Declaration of Use Due Between 10/20/2001 and 10/20/2002
NOS NITROUS OXIDE SYSTEMS	Nitrous Oxide Systems, Inc.	United States	74/461,374	11/18/93	1,895,895	05/30/95	Fuel Injector Kits for Injecting Nitrous Oxide and a Fuel mixture Into an Internal Combustion Engine and Nozzles for Fuel Injection, in Class 7 (03/00/78); Owner of U.S. Registration Nos. 1,725,069, 1,738,011; Disclaims: NITROUS OXIDE SYSTEMS	Renewal Application and Declaration of Use Due Between 05/30/2004 and 05/30/2005
POWERSHOT	Nitrous Oxide Systems, Inc.	United States	74/257,673	03/23/92	1,727,069	10/27/92	Fuel Injector Kits for Injecting Nitrous Oxide and a Fuel Mixture Into an Internal Combustion Engine and Solenoids for Fuel Injection, in Class 7 (03/00/80)	Renewal Application and Declaration of Use Due Between 10/27/2001 and 10/27/2002
PRO-SHOT	Nitrous Oxide Systems, Inc.	United States	74/257,670	03/23/92	1,738,145	12/08/92	Solenoids for Use in Injecting Nitrous Oxide and a Fuel Mixture Into an Internal Combustion Engine, in Class 9 (03/00/85)	Renewal Application and Declaration of Use Due Between 12/08/2001 and 12/08/2002
PRO-SHOT FOGGER	Nitrous Oxide Systems, Inc.	United States	74/257,902	03/23/92	1,798,486	10/12/93	Fuel Injector Kits for Injecting Nitrous Oxide and a Fuel Mixture Into an Internal Combustion Engine, Comprised of a Nitrous Bottle, Nitrous and Fuel Solenoids, Nozzles, Filters, Fittings, Tubing, Distribution Blocks, Jets, Switches, Hose and Installation Hardware, in Class 7 (03/00/85)	Renewal Application and Declaration of Use Due Between 10/12/2002 and 10/12/2003

TRADEMARK

REEL: 002855 FRAME: 0809

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
SNIPER	Nitrous Oxide Systems, Inc.	United States	75/732,427	06/18/99	2,351,813	05/23/00	Fuel Injector Kits for Injecting Nitrous Oxide and a Fuel Mixture Into an Internal Combustion Engine to Increase the Speed of the Vehicle, in Class 7 (11/04/98; 01/31/99)	Combined Declaration of Use and Incontestability Due Between 05/23/2005 and 05/23/2005; Renewal Application and Declaration of Use Due Between 05/23/2009 and 05/23/2010
SUPER POWERSHOT	Nitrous Oxide Systems, Inc.	United States	74/257,664	03/23/92	1,727,068	10/27/92	Fuel Injector Kits for Injecting Nitrous Oxide and a Fuel Mixture Into an Internal Combustion Engine and Solenoids for Fuel Injection, in Class 7 (03/00/85)	Renewal Application and Declaration of Use Due Between 10/27/2001 and 10/27/2002
TOP SHOT	Nitrous Oxide Systems, Inc.	United States	74/257,662	03/23/92	1,769,711	05/11/93	Fuel Injector Kits for Injecting Nitrous Oxide and a Fuel Mixture Into an Internal Combustion Engine and Nozzles for Fuel Injection, in Class 7 (03/00/85)	Renewal Application and Declaration of Use Due Between 05/11/2002 and 05/11/2003
TEAMG (Stylized) TEAMG	Weiland Automotive Industries	Australia	601404	04/30/93	601404	04/21/93	Manifolds for Vehicles, Being Goods Included in Class 12; Priority Claim as of 04/21/93 Based on U.S. Registration No. 1,822,354	Second Renewal Application Due 04/30/2010
TEAMG (Stylized) TEAMG	Weiland Automotive Industries	Australia	601403	04/30/93	601403	04/21/93	Water Pumps, Being Goods Included in Class 7; Priority Claim as of 04/21/93 Based on U.S. Registration No. 1,822,354	Second Renewal Application Due 04/30/2010
TEAMG (Stylized) TEAMG	Weiland Automotive Industries	United States	74/382,840	04/21/93	1,822,354	02/22/94	Water Pumps for Use in Land Vehicle Motors and Engines; Intake Manifolds for Land Vehicles, in Class 7 (U.S. Class 23) (00/00/77)	Renewal Application Due Between 08/22/2003 and 02/22/2004

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
W WEIAND (Stylized) 	Weiland Auto- motive Industries	Australia	601405	04/30/93	601405	04/21/93	Parts of Automobile Engines; Namely, Carburetor Adapters, Water Pumps, Air Cleaners Including Air Filters; Carburetor Linkage Kits Composed of Linkages Sold as a Unit; Automobile Engine Intake Manifold Pop-Off Plate Kits Comprised of Springs, a Plate, and Fittings Sold as a Unit; Automobile Engine Street Supercharger Kits Comprised of Superchargers, Drives, Pulleys, Belts, Intake Manifolds and Fittings, Emission Adapter Kits, Water Outlets, Water Outlet Spacers, Springs, Mounting Bolt/Stud Kits, Bearing Plates, and Drive Kits; Exhaust Headers and Fittings Sold as a Unit; Parts of Marine Engines, Namely, Marine Supercharger Kits Comprised of Superchargers, Intake Manifolds, Drives, Pulleys, Belts and Fittings Sold as a Unit, Being Good Included in Class 12; Priority Claim as of 04/21/93 Based on U.S. Registration No. 1,866,730	Second Renewal Application Due 04/30/2010
W WEIAND (Stylized) 	Weiland Auto- motive Industries	Australia	601406	04/30/93	601406	04/21/93	Camshaft Kits Including Lifters; Fuel Injection Devices Including Manifolds, Pump Drives and Front Plates and Manifolds for Vehicles Including Header Kits, Tops Included in This Class, Runners Included in this Class and Spacer Kits Included in This Class, Being Goods Included in Class 12; Priority Claim as of 04/21/93 Based on U.S. Registration No. 1,866,730	Second Renewal Application Due 04/30/2010

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
W WEIAND (Stylized) 	Weiland Auto- motive Industries	United States	74/382,843	04/21/93	1,866,730	12/13/94	Parts of Automobile Engines; Namely, Carburetor Adapters, Water Pumps, Air Cleaners; Namely, Air Filters, and Intake Manifolds; Carburetor Linkage Kits Composed of Linkages Sold as a Unit; Automobile Fuel Injection System Comprised of Intake Manifolds; Automobile Engine Intake Manifold Pop-Off Plate Kits Comprised of Springs, a Plate, and Fittings Sold as a Unit; Automobile Engine Street Supercharger Kits Comprised of Superchargers, Drives, Pulleys, Belts, Intake Manifolds and Fittings, Emission Adapter Kits, Water Outlets, Water Outlet Spacers, Springs, Mounting Bolt/Stud Kits, Bearing Plates, and Drive Kits; Exhaust Headers and Fittings Sold as a Unit; Parts of Marine Engines; Namely, Marine Supercharger Kits Comprised of Superchargers, Intake Manifolds, Drives, Pulleys, Belts and Fittings Sold as a Unit, in Class 7 (U.S. Classes 19 and 23) (00/00/68); The Mark is Comprised of the Word WEIAND Bordered by a Stylized Version of the Letter W	Renewal Application and Declaration of Use Due Between 12/13/2003 and 12/13/2004
WEIAND	Weiland Auto- motive Industries	Australia	601401	04/30/93	601401	04/21/93	Parts of Automobile Engines; Namely, Carburetor Adapters, Water Pumps, Air Cleaners Including Air Filters; Carburetor Linkage Kits Composed of Linkages Sold as a Unit; Automobile Engine Intake Manifold Pop-Off Plate Kits Comprised of Springs, a Plate, and Fittings Sold as a Unit; Automobile Engine Street Supercharger Kits Comprised of Superchargers, Drives, Pulleys, Belts, Intake Manifolds and Fittings, Emission Adapter Kits, Water Outlets, Water Outlet Spacers, Springs, Mounting Bolt/Stud Kits, Bearing Plates, and Drive Kits; Exhaust Headers and Fittings Sold as a Unit; Parts of Marine Engines; Namely, Marine Supercharger Kits Comprised of Superchargers, Intake Manifolds, Drives, Pulleys, Belts and Fittings Sold as a Unit, in Class 7 (U.S. Classes 19 and 23) (00/00/68); The Mark is Comprised of the Word WEIAND Bordered by a Stylized Version of the Letter W	Second Renewal Application Due 04/30/2010

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
WEIAND	Weiland Automotive Industries	Australia	601402	04/30/93	601402	04/21/93	Camshaft Kits Including Lifters; Fuel Injection Devices Including Manifolds, Pump Drives and Front Plates; Manifolds for Vehicles Including Header Kits Tops in This Class, Runners in This Class, and Spacer Kits in This Class, Being Goods Included in Class 12; Priority Claim as of 04/21/93 Based on U.S. Registration No. 1,867,992	Second Renewal Application Due 04/30/2010
WEIAND	Weiland Automotive Industries	United States	74/382,844	04/21/93	1,867,992	12/20/94	Parts of Automobile Engines—Namely, Carburetor Adapters, Water Pumps, Air Cleaners; Namely, Air Filters, and Intake Manifolds; Carburetor Linkage Kits Composed of Linkages Sold as a Unit; Automobile Fuel Injection System Composed of Intake Manifolds; Automobile Engine Intake Manifold Pop-Off Plate Kits Composed of Springs, a Plate, and Fittings Sold as a Unit; Automobile Engine Street Supercharger Kits Comprised of Superchargers, Drives, Pulleys, Belts, Intake Manifolds and Fittings, Emission Adapter Kits, Water Outlets, Water Outlet Spacers, Springs, Mounting Bolt/Stud Kits, Bearing Plates, and Drive Kits; Exhaust Headers and Fittings Sold as a Unit; Parts of Marine Engines; Namely, Marine Supercharger Kits Comprised of Superchargers, Intake Manifolds, Drives, Pulleys, Belts and Fittings Sold as a Unit, in Class 7 (U.S. Class 23) (00/00/93); Note: Section 2(f)	Renewal Application Due Between 06/20/2004 and 12/20/2004
SPEEDHITCH	Biggs Manufacturing, Inc.	United States	75/331,895	07/28/97			Vehicle Towing Accessories, Namely, Hitches and Ball Mounts, in Class 12 (12/17/96)	Subject to Opposition Proceeding Filed by Daniels Pull Plow, Inc., Opposition No. 112,383; Per Client's 07/20/2001 Instructions, Abandon Application
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 Declaration of Use Due Between 08/04/2000 and 08/04/2001; Per Client's 07/20/2001 Instructions, Allow Registration to Expire

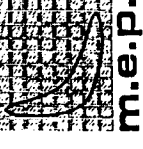
Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
ECONO-MATE	Earl's Supply Company	United States	73/206,305	03/06/79	1,152,113	04/28/81	Fittings Made of Metal for Tubular Conduits, in Class 6 (U.S. Class 13) (01/00/79)	Renewal Application and Declaration of Use Due Between 04/28/2000 and 04/28/2001; No Instructions for Filing Received From Client by Due Date; Renewal Application and Declaration of Use During Six-Month Grace Period Due Between 04/28/2001 and 10/28/2001; Per Client's 05/17/2001 Instructions, Allow Registration to Expire
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 Declaration of Use Due Between 04/28/2000 and 04/28/2001; No Instructions for Filing Received From Client by Due Date; Renewal Application and Declaration of Use During Six-Month Grace Period Due Between 04/28/2001 and 10/28/2001; Per Client's 05/17/2001 Instructions, Allow Registration to Expire
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)	Combined Declaration of Use and Incontestability Due Between 07/22/2002 and 07/22/2003; Renewal Application and Declaration of Use Due Between 07/22/2006 and 07/22/2007; Per Client's 07/20/2001 Instructions, Allow Registration to be Canceled


Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
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
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
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; Assignment and Power of Attorney Sent to Client for Execution 02/13/2001; Per Client's 07/20/2001 Instructions, Allow Registration to Expire
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; Per Client's 01/04/2001 Instructions, Allow Registration to Expire

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.	Argentina	1,732,360	03/16/90	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; Name Change From Colt Industries, Inc., to Coltec Industries Inc., Recorded 07/05/99; Assigned by Coltec Industries, Inc., to Holley Performance Products Inc., Recorded 07/25/2000	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; Per Client's 07/20/2001 Instructions, Allow Registration to Expire; Instructions to Allow Registration to Expire Sent to Agent 10/05/2001; Acknowledgement of Receipt of Instructions Received From Agent 10/09/2001
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 Thereto, 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); Assignment and Power of Attorney Sent to Client for Execution 02/13/2001; Per Client's 07/20/2001 Instructions, Allow Registration to Expire
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; Notice of Abandonment Issued 12/15/2000

TRADEMARK

REEL: 002855 FRAME: 0816

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
M.E.P. and Design  m.e.p.	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, 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 Declaration of Use Due Between 03/20/2003 and 03/20/2004; Per Client's 07/20/2001 Instructions, Allow Registration to Expire
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
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 Declaration of Use Due Between 07/05/99 and 07/05/2000; Per Client's 07/05/2000 Instructions, Allow Registration to Expire
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 Declaration of Use Due Between 07/07/2000 and 07/07/2001; Per Client's 07/05/2001 Instructions, Allow Registration to Expire

Mark	Owner	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Goods With Class (First Use Dates)	Status
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; Per Client's 05/24/2001 Instructions, Abandon Application; Notice of Abandonment Issued 09/13/2001
CASLER PERFORMANCE PRODUCTS and Design 	Hooker Industries, Inc.	United States	75/065,324	02/29/96	2,075,294	07/01/97	Exhaust Gas Piping and Mufflers for Use on Engines of Land Vehicles, Marinecraft, and Aircraft, in Class 7 (03/01/75); Disclaims: PERFORMANCE PRODUCTS; Note: Section 2(f)	Combined Declaration of Use and Incontestability Due Between 07/01/2002 and 07/01/2003; Renewal Application and Declaration of Use Due Between 07/10/2006 and 07/01/2007; Per Client's 07/20/2001 Instructions, Allow Registration to be Canceled
BRAKE LOC	Nitrous Oxide Systems, Inc.	United States	74/257,663	03/23/92	1,836,425	05/10/94	Solenoids and Switches Therefor for Use in Locking and Releasing the Brakes of an Automobile, in Class 9 (03/00/87); Note: Supplemental Register	Section 8 Declaration Due Between 05/10/99 and 05/10/2000; Renewal Application and Declaration of Use Due Between 05/10/2003 and 05/10/2004; Per Instructions From Former NOS Counsel, Allow Registration to be Canceled Due to Non-Use, as Advised by NOS in 1999

SCHEDULE II: LICENSES

License Agreement dated as of November 1, 1997 between Alex B. Xydias and The Pete Chapouris Group granting The Pete Chapouris Group an exclusive license to use the mark SO-CAL SPEED SHOP.

ny-421991

RECORDED: 05/22/2003

**TRADEMARK
REEL: 002855 FRAME: 0819**