

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Holley Performance Products Inc.		01/26/2006	CORPORATION: DELAWARE
Holley Performance Systems, Inc.		01/26/2006	CORPORATION: DELAWARE
Weiland Automotive Industries, Inc.		01/26/2006	CORPORATION: CALIFORNIA
Lunati Cams, Inc.		01/26/2006	CORPORATION: TENNESSEE
Nitrous Oxide Systems, Inc.		01/26/2006	CORPORATION: CALIFORNIA
Earl's Supply Company		01/26/2006	CORPORATION: CALIFORNIA
Biggs Manufacturing, Inc.		01/26/2006	CORPORATION: ARIZONA
Hooker Industries, Inc.		01/26/2006	CORPORATION: CALIFORNIA
So-Cal Speed Shops, Inc.		01/26/2006	CORPORATION: DELAWARE
Efastparts.com, Inc.		01/26/2006	CORPORATION: DELAWARE
KHPP Holdings, Inc.		01/26/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	1 Federal Street
Internal Address:	3rd Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 80

Property Type	Number	Word Mark
Serial Number:	75207657	AFTERBURNER
Serial Number:	75342653	AIRMASS
Serial Number:	74478599	FLOWTECH
Serial Number:	74631897	PURPLE HORNIES
Serial Number:	75207658	WARLOCK

CH \$2015.00 75207657

Serial Number:	73441997	
Serial Number:	73436906	EARL'S
Serial Number:	73436904	EARL'S
Serial Number:	74129580	EARL'S
Serial Number:	73436753	EARL'S
Serial Number:	73436905	EARL'S
Serial Number:	74136085	EARL'S
Serial Number:	75779143	EARL'S
Serial Number:	73439174	EARL'S PERFORMANCE PRODUCTS
Serial Number:	73436873	EARL'S SUPPLY
Serial Number:	75097305	HYPERFIRM
Serial Number:	75162586	HYPERGRIP
Serial Number:	75224537	HYPER-STOP
Serial Number:	76110429	SOLO-BLEED
Serial Number:	76110574	U-SPEC-IT
Serial Number:	75586261	ANNIHILATOR
Serial Number:	72258115	CENTRI-VAC
Serial Number:	78508643	COMMANDER 950
Serial Number:	73712106	CONTENDER
Serial Number:	75349741	DOMINATOR
Serial Number:	73201174	DOMINATOR
Serial Number:	75586262	DOUBLE PUMPER
Serial Number:	75009602	HOLLEY
Serial Number:	73018549	HOLLEY
Serial Number:	73097370	HOLLEY
Serial Number:	71195061	HOLLEY
Serial Number:	74364454	HOLLEY
Serial Number:	73182411	HOLLEY
Serial Number:	73018606	HOLLEY
Serial Number:	78472763	HOLLEY LOW-RIDER AVENGER
Serial Number:	75586278	LASERSHOT
Serial Number:	75586282	LASERSTRIKE MAG
Serial Number:	78459615	LUNATI SLEDGEHAMMER
Serial Number:	73018656	M/T
Serial Number:	73465516	MASTER FIT

Serial Number:	76288580	NO TROUBLE
Serial Number:	76288868	POWERSHOT
Serial Number:	73777196	PRO DOMINATOR
Serial Number:	74306189	PRO-JECTION
Serial Number:	75586280	QUICKSHOT
Serial Number:	78459559	SLEDGEHAMMER
Serial Number:	73076451	STREET DOMINATOR
Serial Number:	75349914	STRIP DOMINATOR
Serial Number:	75556034	SYSTEMAX
Serial Number:	75556985	THE HEART & SOUL OF PERFORMANCE
Serial Number:	73777197	TRICK KIT
Serial Number:	75590311	TRICKIT
Serial Number:	74108511	VOLUMAX
Serial Number:	78459551	VOODOO
Serial Number:	78459608	VOODOO BY LUNATI CAMS
Serial Number:	75065251	HOOKER HEADERS
Serial Number:	75065250	HOOKER HEADERS
Serial Number:	75353168	I LOVE MY HOOKER HEADERS
Serial Number:	75467183	STEP TUNED
Serial Number:	75210015	TUNED FLOW
Serial Number:	75154768	GENERAL KINETICS
Serial Number:	75589155	LUNATI CAMS
Serial Number:	74257671	CHEATER
Serial Number:	74258652	FLARE JET
Serial Number:	74257672	FOGGER
Serial Number:	74257889	FUNNEL JET
Serial Number:	74257661	NOS
Serial Number:	78546643	NOS
Serial Number:	74258656	NOS
Serial Number:	78546646	NOS
Serial Number:	74461374	NOS NITROUS OXIDE SYSTEMS
Serial Number:	74257673	POWERSHOT
Serial Number:	74257670	PRO-SHOT
Serial Number:	75732427	SNIPER
Serial Number:	74257664	SUPER POWERSHOT

Serial Number:	74257662	TOP SHOT
Serial Number:	74382840	TEAM G
Serial Number:	74382843	W WEIAND
Serial Number:	74382844	WEIAND
Serial Number:	74257902	PRO-SHOT FOGGER

CORRESPONDENCE DATA

Fax Number: (212)492-0737
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-373-3757
Email: ccasselman@paulweiss.com
Correspondent Name: Carolyn Casselman c/o PWRW&G
Address Line 1: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	17744-001
NAME OF SUBMITTER:	Carolyn Casselman
Signature:	/Carolyn Casselman/
Date:	02/01/2006

Total Attachments: 11
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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Notice"), dated as of January 26, 2006, made by Holley Performance Products Inc., a Delaware corporation (the "Company"), each subsidiary of the Company listed on the signature pages hereto (each individually a "Subsidiary" and, collectively the "Subsidiaries") and KHPP Holdings, Inc., a Delaware corporation (together with the Company and the Subsidiaries, the "Grantors"), in favor of U.S. Bank National Association, a national banking association, not in its individual capacity but solely as trustee with respect to the Notes (as defined in the Collateral Agreement) issued under the Indenture (as defined in the Collateral Agreement) and as collateral agent under the Collateral Agreement (in such capacity, together with its successors and assigns, the "Secured Party").

WHEREAS, the Grantors are the owner of the trademarks and service marks set forth on Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the "Trademarks"); and

WHEREAS, pursuant to the terms and conditions of the Collateral Agreement dated as of January 26, 2006, as amended, supplemented or otherwise modified from time to time (the "Collateral Agreement"), by and among Grantors and the Secured Party, Grantors granted, assigned and conveyed to Secured Party a security interest in, and lien on, certain intellectual property owned by the Grantors, including the Trademarks and the goodwill of the business symbolized by the Trademarks and all products and proceeds of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to the Collateral Agreement, Grantors agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Collateral Agreement, the Grantors hereby grant, assign and convey to Secured Party a security interest in, and lien on, the Trademark Collateral, in each case, now existing or hereafter acquired, provided that the grant of security interest shall not include any Trademark that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of such security interest will not affect the validity of such Trademark.


The Grantors hereby acknowledge the sufficiency and completeness of this Notice to create the security interest in the Trademark Collateral and to grant the same to the Secured Party, and the Grantors hereby request the relevant trademark office and/or governing body to file and record this Notice together with the annexed Schedule 1.

The Grantors hereby acknowledge that the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the Collateral Agreement.

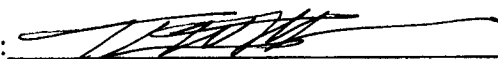
The Grantors hereby acknowledge that this notice and the security interest described herein are subject to the terms and conditions of that certain Intercreditor and Lien Subordination Agreement dated as of the date hereof, as the same may be amended or modified from time to time, between Wells Fargo Foothill, Inc. as administrative agent, and the Secured Party.

IN WITNESS WHEREOF, each of the undersigned has caused this Notice to be duly executed and delivered as of the date first above written.


**HOLLEY PERFORMANCE PRODUCTS INC., a
Delaware corporation**

By: 
Name: Thomas W. Tomlinson
Title: Vice President


**HOLLEY PERFORMANCE SYSTEMS, INC., a
Delaware corporation**

By: 
Name: Thomas W. Tomlinson
Title: Vice President


**WEIAND AUTOMOTIVE INDUSTRIES, INC., a
California corporation**

By: 
Name: Thomas W. Tomlinson
Title: Vice President

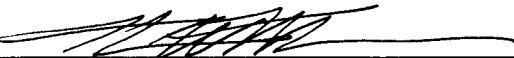
LUNATI CAMS, INC., a Tennessee corporation

By: 
Name: Thomas W. Tomlinson
Title: Vice President

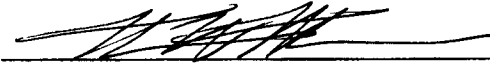
**NITROUS OXIDE SYSTEMS, INC., a California
corporation**

By: 
Name: Thomas W. Tomlinson
Title: Vice President

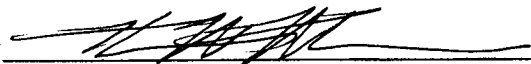
EARL'S SUPPLY COMPANY, a California corporation

By: 
Name: Thomas W. Tomlinson
Title: Vice President

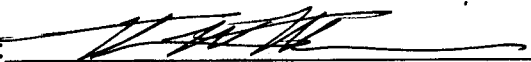
BIGGS MANUFACTURING, INC., an Arizona corporation

By: 
Name: Thomas W. Tomlinson
Title: Vice President


HOOKER INDUSTRIES, INC., a California corporation

By: 
Name: Thomas W. Tomlinson
Title: Vice President

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

By: 
Name: Thomas W. Tomlinson
Title: Vice President

EFASTPARTS.COM, INC., a Delaware corporation

By: 
Name: Thomas W. Tomlinson
Title: Vice President

KHPP HOLDINGS, INC., a Delaware corporation

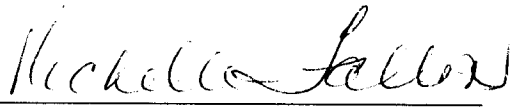
By: _____

Name: Thomas W. Tomlinson

Title: Vice President

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

On the 26 day of January, before me the undersigned, personally appeared THOMAS W. TOMLINSON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument on behalf of each entity party hereto in the capacity indicated and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
MICHELLE FALLON
Notary Public, State of New York
No. 01FA5034522
Qualified in Bronx County
Commission Expires October 11, 2006

Schedule 1

Trademark	Owner	App. No.	Reg. No.	Country	Filing Date	Reg. Date
AFTERBURNER	Bigg's Manufacturing, Inc.	75/207,657	2248039	U.S.A	03-Dec-1996	25-May-1999
AIRMASS	Bigg's Manufacturing, Inc.	75/342,653	2288444	U.S.A	18-Aug-1997	26-Oct-1999
FLOWTECH	Bigg's Manufacturing, Inc.	74/478,599	1930646	U.S.A	12-Dec-1994	31-Oct-1995
PURPLE HORNIERS	Bigg's Manufacturing, Inc.	74/631,897	2076101	U.S.A	09-Feb-1995	01-Jul-1997
WARLOCK	Bigg's Manufacturing, Inc.	75/207,658	2173826	U.S.A	03-Dec-1996	14-Jul-1998
EARL DESIGN	Earl's Supply Company	73/441,997	1295993	U.S.A	01-Sep-1983	18-Sep-1984
EARL'S	Earl's Supply Company	73/436,906	1295677	U.S.A	29-Jul-1983	18-Sep-1984
EARL'S	Earl's Supply Company	73/436,904	1293499	U.S.A	29-Jul-1983	04-Sep-1984
EARL'S	Earl's Supply Company	74/129,580	1723592	U.S.A	11-Jan-1991	13-Oct-1992
EARL'S and Design	Earl's Supply Company	73/436,753	1297124	U.S.A	29-Jul-1983	18-Sep-1984
EARL'S and Design	Earl's Supply Company	73/436,905	1295676	U.S.A	29-Jul-1983	18-Sep-1984
EARL'S and Design	Earl's Supply Company	74/136,085	1706754	U.S.A	04-Feb-1991	11-Aug-1992
EARL'S and Design	Earl's Supply Company	75/779,143	2471006	U.S.A	19-Aug-1999	24-Jul-2001
EARL'S and Design	Earl's Supply Company	73/439,174	1293522	U.S.A	15-Aug-1983	04-Sep-1984
EARL'S and Design	Earl's Supply Company	73/436,873	1293498	U.S.A	29-Jul-1983	04-Sep-1984
EARL'S and Design	Earl's Supply Company	75/097,305	2112989	U.S.A	01-May-1996	11-Nov-1997
EARL'S and Design	Earl's Supply Company	75/162,586	2166442	U.S.A	09-Sep-1996	16-Jun-1998
EARL'S and Design	Earl's Supply Company	75/224,537	2239401	U.S.A	13-Jan-1997	13-Apr-1999

Schedule 1

Trademark	Owner	App. No.	Reg. No.	Country	Filing Date	Reg. Date
SOLO-BLEED	Earl's Supply Company	76/110,429	2490552	U.S.A	16-Aug-2000	18-Sep-2001
U-SPEC-IT	Earl's Supply Company	76/110,574	2667809	U.S.A	16-Aug-2000	31-Dec-2002
ANNIHILATOR	Holley Performance Products, Inc.	75/586,261	2389228	U.S.A	10-Nov-1998	26-Sep-2000
CENTRI-VAC	Holley Performance Products, Inc.	72/258,115	845374	U.S.A	07-Nov-1966	05-Mar-1968
COMMANDER 950	Holley Performance Products, Inc.	78/508,643		U.S.A	29-Oct-2004	
CONTENDER	Holley Performance Products, Inc.	73/712,106	1504797	U.S.A	19-Feb-1988	20-Sep-1988
DOMINATOR	Holley Performance Products, Inc.	75/349,741	2346330	U.S.A	02-Sep-1997	02-May-2000
DOMINATOR	Holley Performance Products, Inc.	73/201,174	1133503	U.S.A	24-Jan-1979	22-Apr-1980
DOUBLE PUMPER	Holley Performance Products, Inc.	75/586,262	2735009	U.S.A	10-Nov-1998	08-Jul-2003
HOLLEY	Holley Performance Products, Inc.	75/009,602	2023526	U.S.A	16-Oct-1995	17-Dec-1996
HOLLEY	Holley Performance Products, Inc.	73/018,549	1021903	U.S.A	11-Apr-1974	07-Oct-1975
HOLLEY	Holley Performance Products, Inc.	73/097,370	1062188	U.S.A	23-Aug-1976	29-Mar-1977
HOLLEY	Holley Performance Products, Inc.	71/195,061	188941	U.S.A	05-Apr-1924	09-Sep-1924
HOLLEY (Stylized)	Holley Performance Products, Inc.	74/364,454	1844076	U.S.A	03-Mar-1993	12-Jul-1994
HOLLEY (Stylized)	Holley Performance Products, Inc.	73/182,411	1120891	U.S.A	17-Aug-1978	26-Jun-1979
HOLLEY (Stylized)	Holley Performance Products, Inc.	73/018,606	1020361	U.S.A	11-Apr-1974	16-Sep-1975
HOLLEY LOW-RIDER AVENGER	Holley Performance Products, Inc.	78/472,763		U.S.A	24-Aug-2004	
LASERSHOT	Holley Performance Products, Inc.	75/586,278	2316094	U.S.A	10-Nov-1998	08-Feb-2000

Schedule 1

Trademark	Owner	App. No.	Reg. No.	Country	Filing Date	Reg. Date
LASERSTRIKE MAG LUNATI SLEDGEHAMMER & Design	Holley Performance Products, Inc. Holley Performance Products, Inc.	75/586,282 78/459,615	2316095	U.S.A U.S.A	10-Nov-1998 30-Jul-2004	08-Feb-2000
M/T (Stylized)	Holley Performance Products, Inc.	73/018,656	1016317	U.S.A	12-Apr-1974	22-Jul-1975
MASTER-FIT and Design	Holley Performance Products, Inc.	73/465,516	1353694	U.S.A	13-Feb-1984	13-Aug-1985
NO TROUBLE	Holley Performance Products, Inc.	76/288,580	2692318	U.S.A	23-Jul-2001	04-Mar-2003
POWERSHOT	Holley Performance Products, Inc.	76/288,868	2538268	U.S.A	24-Jul-2001	12-Feb-2002
PRO DOMINATOR	Holley Performance Products, Inc.	73/777,196	1553662	U.S.A	30-Jan-1989	29-Aug-1989
PRO-JECTION	Holley Performance Products, Inc.	74/306,189	1778849	U.S.A	21-Aug-1992	29-Jun-1993
QUICKSHOT	Holley Performance Products, Inc.	75/586,280	2307441	U.S.A	10-Nov-1998	11-Jan-2000
SLEDGEHAMMER	Holley Performance Products, Inc.	78/459,559		U.S.A	30-Jul-2004	
STREET DOMINATOR	Holley Performance Products, Inc.	73/076,451	1066680	U.S.A	06-Feb-1976	31-May-1977
STRIP DOMINATOR	Holley Performance Products, Inc.	75/349,914	2493739	U.S.A	02-Sep-1997	02-Oct-2001
SYSTEMAX THE HEART & SOUL OF PERFORMANCE	Holley Performance Products, Inc. Holley Performance Products, Inc.	75/556,034 75/556,985	2305840 2489803	U.S.A U.S.A	21-Sep-1998 21-Sep-1998	04-Jan-2000 18-Sep-2001
TRICK KIT	Holley Performance Products, Inc.	73/777,197	1557635	U.S.A	30-Jan-1989	26-Sep-1989
TRICKIT (Stylized)	Holley Performance Products, Inc.	75/590,311	2311381	U.S.A	17-Nov-1998	25-Jan-2000
VOLUMAX	Holley Performance Products, Inc.	74/108,511	1730640	U.S.A	19-Oct-1990	10-Nov-1992
VOODOO	Holley Performance Products, Inc.	78/459,551		U.S.A	30-Jul-2004	

Schedule 1

Trademark	Owner	App. No.	Reg. No.	Country	Filing Date	Reg. Date
VOODOO BY LUNATI CAMS and Design	Holley Performance Products, Inc.	78/459,608		U.S.A	30-Jul-2004	
HOOKER HEADERS	Hooker Industries, Inc.	75/065,251	2075292	U.S.A	29-Feb-1996	01-Jul-1997
HOOKER HEADERS and Design	Hooker Industries, Inc.	75/065,250	2075291	U.S.A	29-Feb-1996	01-Jul-1997
I LOVE MY HOOKER HEADERS and Design	Hooker Industries, Inc.	75/353,168	2351121	U.S.A	08-Sep-1997	23-May-2000
STEP TUNED	Hooker Industries, Inc.	75/467,183	2352544	U.S.A	13-Apr-1998	23-May-2000
TUNED FLOW	Hooker Industries, Inc.	75/210,015	2119778	U.S.A	09-Dec-1996	09-Dec-1997
GENERAL KINETICS and Design	Joseph and Judy Lunati	75/154,768	2261811	U.S.A	19-Aug-1996	20-Jul-1999
LUNATI CAMS (Stylized)	Lunati Cams, Inc.	75/589,155	2348293	U.S.A	16-Nov-1998	09-May-2000
CHEATER	Nitrous Oxide Systems, Inc.	74/257,671	1738012	U.S.A	23-Mar-1992	08-Dec-1992
FLARE JET	Nitrous Oxide Systems, Inc.	74/258,652	1873100	U.S.A	24-Mar-1992	10-Jan-1995
FOGGER	Nitrous Oxide Systems, Inc.	74/257,672	1737970	U.S.A	23-Mar-1992	08-Dec-1992
FUNNEL JET	Nitrous Oxide Systems, Inc.	74/257,889	1873099	U.S.A	23-Mar-1992	10-Jan-1995
NOS	Nitrous Oxide Systems, Inc.	74/257,661	1738011	U.S.A	23-Mar-1992	08-Dec-1992
NOS	Nitrous Oxide Systems, Inc.	78/546,643		U.S.A	12-Jan-2005	
NOS and Design	Nitrous Oxide Systems, Inc.	74/258,656	1725069	U.S.A	24-Mar-1992	20-Oct-1992
NOS and Design	Nitrous Oxide Systems, Inc.	78/546,646		U.S.A	12-Jan-2005	
NOS NITROUS OXIDE SYSTEMS	Nitrous Oxide Systems, Inc.	74/461,374	1895895	U.S.A	18-Nov-1993	30-May-1995
POWERSHOT	Nitrous Oxide Systems, Inc.	74/257,673	1727069	U.S.A	23-Mar-1992	27-Oct-1992

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Trademark	Owner	App. No.	Reg. No.	Country	Filing Date	Reg. Date
PRO-SHOT	Nitrous Oxide Systems, Inc.	74/257,670	1738145	U.S.A	23-Mar-1992	08-Dec-1992
PRO-SHOT FOGGER	Nitrous Oxide Systems, Inc.	74/257,902	1798486	U.S.A	23-Mar-1992	12-Oct-1993
SNIPER	Nitrous Oxide Systems, Inc.	75/732,427	2351813	U.S.A	18-Jun-1999	23-May-2000
SUPER POWERSHOT	Nitrous Oxide Systems, Inc.	74/257,664	1727068	U.S.A	23-Mar-1992	27-Oct-1992
TOP SHOT	Nitrous Oxide Systems, Inc.	74/257,662	1769711	U.S.A	23-Mar-1992	11-May-1993
TEAM G (Stylized)	Weiland Automotive Industries	74-382,840	1822354	U.S.A	21-Apr-1993	22-Feb-1994
W WEILAND (Stylized)	Weiland Automotive Industries	74/382,843	1866730	U.S.A	21-Apr-1993	13-Dec-1994
WEILAND	Weiland Automotive Industries	74/382,844	1867992	U.S.A	21-Apr-1993	20-Dec-1994

TRADEMARK

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RECORDED: 02/01/2006