

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lunati Cams, Inc.		01/15/2007	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Holley Performance Products, Inc.		
Street Address:	1801 Russellville Road		
City:	Bowling Green		
State/Country:	KENTUCKY		
Postal Code:	42101		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2348293	LUNATI CAMS	
CORRESPONDENCE DATA			
Fax Number:	(214)756-8570		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-740-8570		
Email:	ssapp@lockeliddell.com		
Correspondent Name:	Stephen L. Sapp, Esq.		
Address Line 1:	2200 Ross Avenue, Suite 2200		
Address Line 4:	Dallas, TEXAS 75201-6776		
ATTORNEY DOCKET NUMBER:	100903.00001		
NAME OF SUBMITTER:	Stephen L. Sapp		
Signature:	/Stephen L. Sapp/		
Date:	01/16/2007		

CH \$40.00 2348293

Total Attachments: 2

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FEDERAL TRADEMARK ASSIGNMENT

WHEREAS, Lunati Cams, Inc., a Tennessee corporation, having its principal offices at 1801 Russellville Road, Bowling Green, Kentucky 42101 ("Assignor"), is the owner of all right, title and interest in and to the Trademark listed on Exhibit A (the "Trademark"), which Trademark is presently registered on the Principal Register of the United States Patent and Trademark Office ("USPTO"), as indicated thereon; and

WHEREAS, Holley Performance Products, Inc., a Delaware corporation having its principal offices at 1801 Russellville Road, Bowling Green, Kentucky 42101 ("Assignee"), is desirous of acquiring all right, title, and interest of Assignor in and to the Trademark and in and to any registrations, renewals, and extensions that may be granted thereon, and in each case together with the goodwill of the business connected therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, transferred, and conveyed, and by these presents hereby sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor's right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, and the right, if any, of Assignor to recover for damages and profits for past infringements of the Trademark.

The Commissioner of Patents and Trademarks is requested to direct any correspondence after the date hereof to Assignee, in each case, c/o Stephen L. Sapp, Esq., Locke Liddell & Sapp LLP, 2200 Ross Avenue, Suite 2200, Dallas, Texas 75201-6776 (phone 214-740-8570; fax 214-756-8570).

This Assignment is binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

Signed this 15 day of January, 2007.

LUNATI CAMS, INC.
a Tennessee corporation


By: 
Thomas W. Tomlinson
Chief Financial Officer

EXHIBIT A

<u>MARK</u>	<u>U.S. REGISTRATION /SERIAL NO.</u>	<u>REGISTRATION /APPLICATION DATE</u>
LUNATI CAMS	2,348,293	May 9, 2000

DALLAS: 100903.00001: 1561530v1