

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination And Release Of Security Interest In Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Foothill, Inc.		09/04/2008	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Holley Performance Products, Inc.		
<b>Street Address:</b>	1801 Russellville Road		
<b>City:</b>	Bowling Green		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	42102		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3184641	NOS	
Registration Number:	3188054	NOS	
Registration Number:	3237982	VOODOO BY LUNATI CAMS	
Registration Number:	3174952	VOODOO	
Registration Number:	3169549	SLEDGEHAMMER	
Registration Number:	3197354	LUNATI SLEDGEHAMMER	
Registration Number:	2348293	LUNATI CAMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)756-8570		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214-740-8570		
<b>Email:</b>	ssapp@lockelord.com		
<b>Correspondent Name:</b>	Stephen L. Sapp, Esq.		
<b>Address Line 1:</b>	2200 Ross Avenue, Suite 2200		
<b>Address Line 4:</b>	Dallas, TEXAS 75201-6776		

**CH \$190.00 3184641**

ATTORNEY DOCKET NUMBER:	0100903-00024
NAME OF SUBMITTER:	Stephen L. Sapp
Signature:	/Stephen L. Sapp/
Date:	09/05/2008
Total Attachments: 4 source=Foothill Release#page1.tif source=Foothill Release#page2.tif source=Foothill Release#page3.tif source=Foothill Release#page4.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Termination"), is dated as of September 4, 2008, and made by **WELLS FARGO FOOTHILL, INC.**, a California corporation, having an office at 2450 Colorado Avenue, Suite 3000 West, Santa Monica, California 90404 ("Grantee") to **HOLLEY PERFORMANCE PRODUCTS, INC.**, a Delaware corporation ("Grantor"), with its chief executive office at 1801 Russellville Road, Bowling Green, Kentucky 42102.

WHEREAS, pursuant to (a) that certain Trademark Security Agreement dated as of July 30, 2002 made by Grantor in favor of Grantee, recorded in the Trademark Division of the United States Patent and Trademark Office on November 7, 2003 at Reel 2855 and Frame 0757, (b) that certain Trademark Security Agreement dated as of July 30, 2002 made by Grantor in favor of Grantee recorded in the Trademark Division of the United States Patent and Trademark Office on September 20, 2007, at Reel 3624 and Frame 0728, and (c) that certain Trademark Security Agreement dated as of March 28, 2008 made by Grantor in favor of Grantee recorded in the Trademark Division of the United States Patent and Trademark Office on April 3, 2008, at Reel 37514 and Frame 0586 (collectively, the "Security Agreement"), a security interest was granted by the Grantor to Grantee in certain collateral, including the Trademarks (as hereinafter defined);

WHEREAS, Grantee now desires to terminate and release its security interest in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

1. Definitions. The term "Trademarks," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto.
2. Release of Security Interest. Grantee hereby terminates, releases and discharges its security interest in the Trademarks and reassigns to the person or persons legally entitled thereto all right, title and interest of Grantee in the Trademarks. Except as expressly set forth herein with respect to the Trademarks, the Security Agreement remains in full force and effect and Grantee's rights thereunder are not in any way modified by this Termination.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

**WELLS FARGO FOOTHILL, INC.,**  
a California corporation

By:           *Su Sj*            
Name: *Sean Spring*  
Title: *Vice President*

**Schedule A**

**U.S. Trademark Registrations**

<b>Title</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
VOODOO BY LUNATI CAMS	3237982	May 1, 2007
VOODOO	3174952	November 21, 2006
SLEDGEHAMMER	3169549	November 7, 2006
LUNATI SLEDGEHAMMER	3197354	January 9, 2007
LUNATI	2348293	May 22, 2003
NOS	3184641	December 12, 2006
NOS & DESIGN	3188054	December 19, 2006

**Foreign Trademark Registrations**

<b>Country of Registration</b>	<b>Title</b>	<b>App. No.</b>	<b>App. Date</b>
ARGENTINA	NOS	2.784.979	November 9, 2007
ARGENTINA	NOS & DESIGN	2.784.976	November 9, 2007
AUSTRALIA	NOS	1,037,602	January 14, 2005
AUSTRALIA	NOS & DESIGN	1,037,603	January 14, 2005
CANADA	VOODOO BY LUNATI CAMS	123627700	November 4, 2004
CANADA	VOODOO	123591800	November 2, 2004
CANADA	LUNATI SLEDGEHAMMER & DESIGN	123867800	November 25, 2004
CANADA	NOS	1,243,808	January 17, 2005
CANADA	NOS & DESIGN	1,243,809	January 17, 2005
MEXICO	LUNATI SLEDGEHAMMER	689154	November 23, 2004
MEXICO	SLEDGEHAMMER	686657	November 8, 2004

Country of Registration	Title	App. No.	App. Date
MEXICO	VOODOO	686655	November 8, 2004
MEXICO	VOODOO BY LUNATICAMS & DESIGN	686656	November 8, 2004
MEXICO	NOS	697021	January 14, 2005
MEXICO	NOS & DESIGN	697022	January 14, 2005

A/72474088.2/3004422-0000318592

**RECORDED: 09/05/2008**

**TRADEMARK  
REEL: 003847 FRAME: 0635**