

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
Edelbrock, LLC		06/07/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	1692824	ACCU-DRIVE
Registration Number:	1227537	CYCLEFLEX
Registration Number:	893650	EDELBROCK
Registration Number:	1649419	EDELBROCK TOTAL POWER PACKAGE
Registration Number:	3361269	EDELBROCK
Registration Number:	1457065	EDELBROCK
Registration Number:	3470081	E-FORCE
Registration Number:	1737586	EF USA
Registration Number:	3478569	ENDURA
Registration Number:	3284152	ENDURASHINE
Registration Number:	3367520	PASSION FOR PERFORMANCE
Registration Number:	1936876	PERFORMER
Registration Number:	1543287	PERFORMER SERIES

CH \$1015.00 1692824

900164164

**TRADEMARK
 REEL: 004221 FRAME: 0265**

Registration Number:	2108013	PERFORMER IAS
Registration Number:	1938294	PERFORMER RPM
Registration Number:	1311011	PRO-FLO
Registration Number:	1803624	PRO-FLO
Registration Number:	3305123	PRO PORT
Registration Number:	1152914	PRO RAM II
Registration Number:	3537443	PRO - TUNER
Registration Number:	2522152	QWIKDATA
Registration Number:	3025749	R
Registration Number:	2431323	RPM AIR GAP
Registration Number:	3367552	RPM XT
Registration Number:	3367553	RPM XTREME
Registration Number:	2315630	RUSSELL
Registration Number:	1311010	SIGNATURE SERIES
Registration Number:	939776	TARANTULA
Registration Number:	2697384	THE MOST RESPECTED NAME IN PERFORMANCE
Registration Number:	2951101	THUNDER SERIES AVS
Registration Number:	3090811	TI-TECH
Registration Number:	965089	TORKER
Registration Number:	1616620	TORKER II
Registration Number:	1250929	TUBE SEAL
Registration Number:	871738	TUNNEL RAM
Registration Number:	3470060	VICTOR
Serial Number:	77730128	E-STREET
Serial Number:	77960973	E-SERIES
Serial Number:	77730082	LS-R
Serial Number:	77819893	PRO SWIVEL

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	410635
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	06/09/2010
<p>Total Attachments: 14 source=6-10-10 Edelbrock-TM#page1.tif source=6-10-10 Edelbrock-TM#page2.tif source=6-10-10 Edelbrock-TM#page3.tif source=6-10-10 Edelbrock-TM#page4.tif source=6-10-10 Edelbrock-TM#page5.tif source=6-10-10 Edelbrock-TM#page6.tif source=6-10-10 Edelbrock-TM#page7.tif source=6-10-10 Edelbrock-TM#page8.tif source=6-10-10 Edelbrock-TM#page9.tif source=6-10-10 Edelbrock-TM#page10.tif source=6-10-10 Edelbrock-TM#page11.tif source=6-10-10 Edelbrock-TM#page12.tif source=6-10-10 Edelbrock-TM#page13.tif source=6-10-10 Edelbrock-TM#page14.tif</p>	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

EDELBROCK, LLC
 C/O INDUSTRIAL OPPORTUNITY PARTNERS
 603 ORRINGTON AVENUE, SUITE 700
 EVANSTON, IL 60201

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: DE
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 06/07/2010

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PNC BANK, NATIONAL ASSOCIATION

Internal _____

Address: COMMERCIAL LOAN SERVICE CENTER/DCC

Street Address: 500 FIRST AVENUE

City: PITTSBURGH

State: PA

Country: _____ Zip: 15219

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship JL

Other NA Citizenship PA

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

SEE SCHEDULE 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: ORDER# 410635

6. Total number of applications and registrations involved:

42

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

06/09/2010

Date

LUIS RODRIGUEZ

Name of Person Signing

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

14

TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT

THIS TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT (the "Agreement") made as of this 7th day of June, 2010 by EDELBROCK, LLC, a Delaware limited liability company ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders ("Agent").

W I T N E S S E T H

WHEREAS, Grantor (together with Edelbrock Permanent Mold, LLC, a California limited liability company, Edelbrock Foundry Corporation, LLC, a California limited liability company and Edelbrock II, LLC, a Delaware limited liability company, the "Borrowers" and each a "Borrower") has entered into that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") with the financial institutions party thereto from time to time as lenders (the "Lenders") and Agent, pursuant to which Agent and Lenders have agreed to make loans and extend other make other extensions of credit to Borrowers;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, patents and copyrights, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) Each federally registered trademark, trademark application, federally registered patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark; and

(iii) (a) all of Grantor's now-owned or existing or thereafter acquired or arising, right, title and interest in and to any and all copyrights and copyrightable works (whether statutory or common law, whether established or registered in the United States or any country or any political subdivision thereof), copyright registrations and renewals ("Registrations"), and applications for copyright registrations and renewals ("Applications", together with the Registrations, the "Copyrights") set forth on Schedule II attached hereto, (b) all income, royalties, damages and payments now or hereafter due and/or payable under or with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all other rights corresponding thereto throughout the world, and (e) all products and proceeds thereof.

3. Covenants. Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks, Patents and Copyrights without prior written consent of Agent.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule 1 attached hereto constitute all federally registered trademarks, trademark applications, federally registered patents and patent applications owned or registered to Grantor as of the date of this Agreement and the Copyrights listed on Schedule 2 are all Registrations and Applications owned by the Grantor as of the date hereof.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to its conflicts of laws rules.

[Signatures to appear on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

EDELBROCK, LLC

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: Raymond M Temple
Name: Raymond Temple
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT
SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

EDELBROCK, LLC

By: Robert M. Usher
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: Raymond Temple
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT
SECURITY AGREEMENT]

TRADEMARK
REEL: 004221 FRAME: 0272

COMPANY ACKNOWLEDGMENT

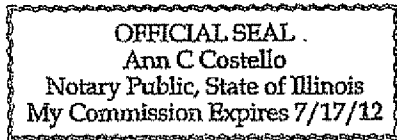
UNITED STATES OF AMERICA :
STATE OF *Illinois* : SS
COUNTY OF *COOK* :

On this 3rd of June, 2010, before me personally appeared Robert Vespa to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Edelbrock, LLC, a Delaware limited liability company, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Ann C Costello

Notary Public

My Commission Expires: *1/17/12*



(ACKNOWLEDGEMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT)

SCHEDULE 1


TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Patent and Trademark Office</u>	<u>Federal Registration No. / Ser. No.</u>	<u>Registration Date</u>
ACCU-DRIVE	Edelbrock, LLC	Active	1,692,824	6/9/1992
CYCLEFLEX	Edelbrock, LLC	Active	1,227,537	2/15/1983
E-STREET	Edelbrock, LLC	Active	77/730,128	5/6/2009
EDELBROCK	Edelbrock, LLC	Active	893,650	6/30/1970
EDELBROCK TOTAL POWER PACKAGE	Edelbrock, LLC	Active	1,649,419	7/2/1991
EDELBROCK (logo) 	Edelbrock, LLC	Active	3,361,269	1/1/2008
EDELBROCK and design 	Edelbrock, LLC	Active	1,457,065	9/15/1987
E-FORCE	Edelbrock, LLC	Active	3,470,081	7/22/2008
E-SERIES	Edelbrock, LLC	Application	77/960,973	3/17/2010
EF USA and design 	Edelbrock, LLC	Active	1,737,586	12/1/1992
ENDURA	Edelbrock, LLC	Active	3,478,569	8/5/2008
ENDURASHINE	Edelbrock, LLC	Active	3,284,152	8/28/2007
LS-R	Edelbrock, LLC	Active	77/730,082	5/6/2009
PASSION FOR PERFORMANCE	Edelbrock, LLC	Active	3,367,520	1/15/2008

SCHEDULE -1

074658.01323/30349833v.3

**TRADEMARK
REEL: 004221 FRAME: 0274**

Trademark	Owner	Status in Patent and Trademark Office	Federal Registration No./Ser. No.	Registration Date
PERFORMER	Edelbrock, LLC	Active	1,936,876	11/21/1995
PERFORMER SERIES	Edelbrock, LLC	Active	1,543,287	6/13/1989
PERFORMER IAS	Edelbrock, LLC	Active	2,108,013	10/21/1997
PERFORMER RPM	Edelbrock, LLC	Active	1,938,294	11/28/1995
PRO-FLO	Edelbrock, LLC	Active	1,311,011	12/25/1984
PRO-FLO	Edelbrock, LLC	Active	1,803,624	11/9/1993
PRO PORT	Edelbrock, LLC	Active	3,305,123	10/9/2007
PRO RAM II	Edelbrock, LLC	Active	1,152,914	5/5/1981
PRO - TUNER	Edelbrock, LLC	Active	3,537,443	11/25/2008
QWIKDATA	Edelbrock, LLC	Active	2,522,152	12/25/2001
R (stylized design) 	Edelbrock, LLC	Active	3,025,749	12/13/2005
RPM AIR GAP	Edelbrock, LLC	Active	2,431,323	2/27/2001
RPM XT	Edelbrock, LLC	Active	3,367,552	1/15/2008
RPM XTREME	Edelbrock, LLC	Active	3,367,553	1/15/2008
RUSSELL	Edelbrock, LLC	Renewal Process	2,315,630	2/8/2000
SIGNATURE SERIES	Edelbrock, LLC	Active	1,311,010	12/25/1984
TARANTULA	Edelbrock, LLC	Active	939,776	8/1/1972
THE MOST RESPECTED NAME IN PERFORMANCE	Edelbrock, LLC	Active	2,697,384	3/18/2003
THUNDER SERIES AVS	Edelbrock, LLC	Active	2,951,101	5/17/2005
TI-TECH	Edelbrock, LLC	Active	3,090,811	5/9/2006
TORKER	Edelbrock, LLC	Active	965,089	7/31/1973
TORKER II	Edelbrock, LLC	Active	1,616,620	10/9/1990
TUBE SEAL	Edelbrock, LLC	Active	1,250,929	9/13/2003
TUNNEL RAM	Edelbrock, LLC	Active	871,738	6/24/1969

SCHEDULE - 1

074658.01323/30349833v.3

TRADEMARK
REEL: 004221 FRAME: 0275

Trademark	Owner	Status in Patent and Trademark Office	Federal Registration No. / Ser. No.	Registration Date
VICTOR	Edelbrock, LLC	Active	3,470,060	7/22/2008
PRO SWIVEL	Edelbrock, LLC	Active	77/819,893	12/8/2009
PERFORMER RPM (Australian Trademark)	Edelbrock, LLC	Active	544834	3/6/1997
RUSSELL (Australian Trademark)	Edelbrock, LLC	Active	895887	5/29/1997

SCHEDULE - 1

074658.01323/30349833v.3

TRADEMARK
REEL: 004221 FRAME: 0276

PATENT REGISTRATIONS

Application or Patent No.	Country	Filing Date	Issue / Publication Date	Expiration Date	Title	Owner
61/110,083	USA	11/3/2008				Edelbrock, LLC
12/611,846	USA	11/3/2009				Edelbrock, LLC
10/714,086	USA	11/13/2003	5/16/2006	11/11/2024		Edelbrock, LLC
10/975,729	USA	10/28/2004	7/17/2007	6/30/2025		Edelbrock, LLC

SCHEDULE - 1

074658.01323/30349833v.3

TRADEMARK
REEL: 004221 FRAME: 0277

SCHEDULE 2

COPYRIGHTS

Copyright Title	Owner	Copyright Registration No.	Date Issued
Edelbrock 50 years, 1938-1988 catalog	Edelbrock, LLC	TX0002221196	12/29/1987
Edelbrock: made in USA	Edelbrock, LLC	TX0006502707	1/16/2007
Mach 3, all stainless brake systems	Edelbrock, LLC	TX0004876391	9/29/1998

POWER OF ATTORNEY

EDELBROCK, LLC, a Delaware limited liability company (the "Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Credit, Term Loan and Security Agreement dated as of June __, 2010 among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") and Grantor (as the same may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark, Patent and Copyright Security Agreement between Grantor and Agent dated as of June __, 2010 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark, Patent and Copyright Security Agreement"), including, without limitation, the power to record its interest in any Trademarks, Patents and Copyrights (as defined in the Trademark, Patent and Copyright Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office, additional copyright registrations or applications in the United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Trademark, Patent and Copyright Security Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents or Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a Trademark, Patent or Copyright, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents or Copyrights to anyone else, in each case subject to the terms of the Trademark, Patent and Copyright Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark, Patent and Copyright Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney granted herein is coupled with an interest and shall be irrevocable for the life of the Trademark, Patent and Copyright Security Agreement.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

EDELBROCK, LLC

By: *Robert M. [Signature]*
Name: _____
Title: _____

[SIGNATURE PAGE TO POWER OF ATTORNEY]

COMPANY ACKNOWLEDGMENT

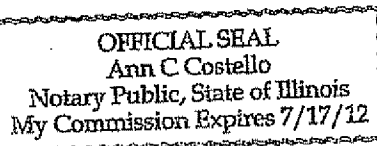
UNITED STATES OF AMERICA :
STATE OF *Illinois* : SS
COUNTY OF *cook* :

On this *2nd* of June, 2010, before me personally appeared *Ronald Vigna*, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Edelbrock, LLC, a Delaware limited liability company, that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Ann C Costello

Notary Public

My Commission Expires: *7/17/12*



(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK AND PATENT
SECURITY AGREEMENT)