

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest recorded at Reel/Frame 2264/0001		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Banc of America Leasing & Capital, LLC (successor to Fleet Capital Corporation)		07/09/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Holley Performance Products, Inc.		
Street Address:	1801 Russellville Road		
Internal Address:	P.O. Box 10360		
City:	Bowling Green		
State/Country:	KENTUCKY		
Postal Code:	42102		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2735009	DOUBLE PUMPER	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	41912-105 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		

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Signature:	/Renee M. Prescan/
Date:	07/09/2012
Total Attachments: 6 source=Holley_Fleet Trademark Release_002264-0001#page1.tif source=Holley_Fleet Trademark Release_002264-0001#page2.tif source=Holley_Fleet Trademark Release_002264-0001#page3.tif source=Holley_Fleet Trademark Release_002264-0001#page4.tif source=Holley_Fleet Trademark Release_002264-0001#page5.tif source=Holley_Fleet Trademark Release_002264-0001#page6.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of July 9th, 2012 ("Effective Date") by and between **BANC OF AMERICA LEASING & CAPITAL, LLC**, a Delaware limited liability company, as successor to Fleet Capital Corporation, a Rhode Island corporation, as Agent for Lenders (as hereinafter defined and herein, together with its successors and assigns in such capacity, the "Agent"), and **HOLLEY PERFORMANCE PRODUCTS, INC.**, a Delaware corporation (herein, together with its successors and assigns in such capacity, the "Pledgor").

WHEREAS, pursuant to the terms and conditions of that certain Trademark and License Security Agreement dated as of December 29, 2000 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"; capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement), Pledgor granted to Agent, for itself and the ratable benefit of Lenders, a first priority security interest in, having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Pledgor's now owned or existing and filed and hereafter acquired or arising and filed (a) Trademarks listed on Schedule A, (b) the goodwill of Pledgor's business connected with and symbolized by the Trademarks, and (c) Licenses listed on Schedule B (all of the items in (a)-(c) hereinafter individually and/or collectively referred to as the "Trademark Collateral");

WHEREAS, Pledgor and Agent entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Loan and Security Agreement by and among Pledgor, Borrowers, Lenders, and Agent dated as of December 29, 2000 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on March 21, 2001, at Reel 002264, Frame 0001; and

WHEREAS, Pledgor has paid all of its outstanding indebtedness to Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby terminates the Trademark Security Agreement and hereby terminates, cancels and releases any and all security interests it has against the Trademark Collateral.

Agent represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral; and (iii) it has not recorded or otherwise evidenced its security interest with respect to any Trademark Collateral, other than the Trademark Collateral set forth on Schedule A, in any jurisdiction throughout the world.

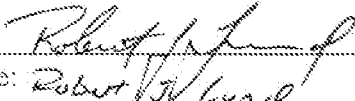
Agent shall, at Pledgor's expense, take all further actions, and provide to Pledgor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other

instruments), reasonably requested by Pledgor to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

BANC OF AMERICA LEASING & CAPITAL, LLC,
as successor to Fleet Capital Corporation, as Agent

By: 
Name: Robert W. Wood
Title: Senior Vice President

[Signature Page to Release of Security Interest in Trademarks]

SCHEDULE A

Trademarks

Mark	Country	App. No./ Filing Date	Reg. No./ Reg. Date
DOUBLE PUMPER	U.S.	75/586262 11/10/1998	2735009 7/8/2003

SCHEDULE B

Licenses

None.

