

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
Demon Fuel Systems, Inc.		11/30/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	LBC Capital Partners II, L.P., as Agent
Street Address:	Cira Centre, 2929 Arch Street
Internal Address:	Suite 1550
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	76708366	MIGHTY DEMON
Serial Number:	76708765	DEMON CARBURETION

CORRESPONDENCE DATA	
Fax Number:	3128637827
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	312-201-3927
Email:	vandy.fitzpatrick@goldbergekohn.com
Correspondent Name:	Vandy F. Fitzpatrick, Paralegal
Address Line 1:	55 E. Monroe Street
Address Line 2:	Suite 3300
Address Line 4:	Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6030.049
NAME OF SUBMITTER:	Vandy F. Fitzpatrick

OP \$65.00 76708366

Signature:	/vandy f. fitzpatrick/
Date:	11/30/2012
Total Attachments: 4 source=First Amendment to Trademark Security Agreement (Demon)#page1.tif source=First Amendment to Trademark Security Agreement (Demon)#page2.tif source=First Amendment to Trademark Security Agreement (Demon)#page3.tif source=First Amendment to Trademark Security Agreement (Demon)#page4.tif	

**FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is dated as of November 30, 2012 and is an amendment to that certain Trademark Security Agreement dated as of June 7, 2012 (the "Trademark Security Agreement") made by DEMON FUEL SYSTEMS, INC., a Delaware corporation ("Grantor"), in favor of LBC CAPITAL PARTNERS II, L.P., in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Holley Performance Products Inc. ("HP Products"), Holley Performance Systems, Inc. ("HP Systems"), Grantor, Sniper Motorsports, Inc. ("Sniper") and QFT Holdings, Inc. ("QFT"; and together with HP Products, HP Systems, Grantor and Sniper, collectively, "Borrowers"), High Performance Industries, Inc. ("Parent"), High Performance Holdings, Inc. ("Parent Holdco"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, in connection with the Original Credit Agreement (as defined in the Credit Agreement), the Grantor, certain affiliates of the Grantor, and Agent executed and delivered that certain Security Agreement dated as of June 7, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), pursuant to which, among other things, Grantor has granted to the Agent a security interest in substantially all of Grantor's assets, including, without limitation, all of its "Trademarks", as such term is defined in the Security Agreement (herein, the "Trademarks"), and pursuant to the Security Agreement, Grantor also executed the Trademark Security Agreement in favor of Agent to further evidence the grant of a security interest by Grantor to Agent in the Trademarks;

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in additional Trademarks (the "New Trademarks"); and

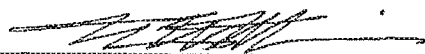
WHEREAS, in accordance with the Security Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

1. Schedules. Schedule I to the Trademark Security Agreement shall be deemed to refer to Schedule I as amended by the addition of the New Trademarks scheduled on Schedule A attached hereto to the end thereof.
2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.
3. Miscellaneous. Section 5, 6, 7 8 and 9 of the Trademark Security Agreement are hereby incorporated by reference and shall apply in all respects to this Amendment.

IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.


DEMON FUEL SYSTEMS, INC.

By: 
Name: Thomas W. Tomlinson
Title: President and Chief Executive Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

LBC CREDIT PARTNERS II, L.P., as Agent

By: 
Name: David E. Fraimow
Title: Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS/APPLICATIONS

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Demon Fuel Systems, Inc.	USA	MIGHTY DEMON	76708366	July 15, 2011
Demon Fuel Systems, Inc.	USA	DEMON CARBURETION	76708765	October 2, 2012