

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325580

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DiabloSport, Inc.		12/08/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	DiabloSport, LLC		
Street Address:	1865 SW 4th Ave., Suite D2		
City:	Delray Beach		
State/Country:	FLORIDA		
Postal Code:	33444		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3481085	TRINITY	
Registration Number:	2947507	DIABLOSPORT	
Registration Number:	3025697		
Registration Number:	3970811	INTUNE	
Registration Number:	3089289	MAF.IA.	
Registration Number:	3398912	MAFIA	
Registration Number:	3195484	POWER PUCK	
Registration Number:	3031066	PREDATOR	
CORRESPONDENCE DATA			
Fax Number:	2485668523		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(248) 566-8522		
Email:	jlyons@honigman.com		
Correspondent Name:	Thomas J. Appledorn		
Address Line 1:	39400 Woodward Avenue, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	222382-116851		
NAME OF SUBMITTER:	Thomas J. Appledorn		
SIGNATURE:	/Thomas J. Appledorn/		

CH \$215.00 3481085

DATE SIGNED:	12/09/2014
Total Attachments: 4 source=TM Assignment#page1.tif source=TM Assignment#page2.tif source=TM Assignment#page3.tif source=TM Assignment#page4.tif	

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** ("Assignment") is entered this 8th day of December, 2014, by DiabloSport, Inc. ("Assignor") in favor of DiabloSport, LLC ("Assignee"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to a certain Unit Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among Assignor, Assignee, Holley Performance Products, Inc., a Delaware corporation, Lincolnshire HP Holdings, LLC, Michael W. Wesley, Michael S. Johnston, and the Michael S. Johnston Revocable Living Trust;

WHEREAS, Assignor owns the trademarks and trademark applications listed on Schedule A, attached hereto and incorporated herein, and all goodwill symbolized thereby (collectively, the "Marks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign and transfer to Assignee all of its right, title and interest in and to the Marks and Assignee is desirous of acquiring the same.

NOW, THEREFORE, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees:

Assignor hereby irrevocably sells, transfers, assigns, and conveys to Assignee all of its right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, including, without limitation, any renewals of the registrations, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection therewith, all rights to sue for past, present and future infringement or dilution thereof or other conflict therewith, and all rights to recover damages or lost profits in connection therewith.

Assignor shall provide Assignee, its successors and assigns, and their legal representatives (at the cost of Assignee or such other person or entity) such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with effectuating and implementing this Assignment.

No provision of this Assignment may be amended, supplemented or modified except by a written instrument making specific reference hereto signed by all of the parties to this Assignment.

All terms and conditions of, and all representations, warranties, covenants and agreements relating to, the transactions contemplated by the Purchase Agreement are set forth in the Purchase Agreement. To the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. Nothing contained in this Assignment shall be deemed to supersede, enlarge, limit or otherwise modify any of the obligations, agreements, covenants, representations or warranties contained in the Purchase Agreement.

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or scanned pages shall be effective as delivery of a manually executed counterpart to this Assignment.

This Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than the State of Delaware.

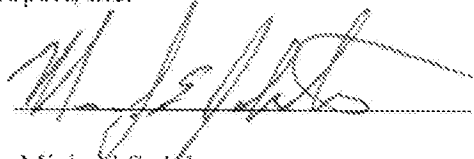
This Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

DiabloSport, Inc.

By:



Name: Michael S. Johnston

Title: Chief Operating Officer

SCHEDULE A

Serial No.	Mark	Register/ Country	Reg. Date (App. Date)	Reg. No.
76-652,854		U.S.A.	8/5/2008	3,481,085
76-585,906	DIABLOSPORT	U.S.A.	5/10/2005	2,947,507
76-603,216		U.S.A.	12/13/2005	3,025,697
76-700,759	INTUNE	U.S.A.	5/31/2011	3,970,811
76-639,032		U.S.A.	5/9/2006	3,089,289
76-652,856		U.S.A.	5/18,2008	3,398,912
76-640,986		U.S.A.	6/9/2007	3,195,484
76-563,108		U.S.A.	12/20/2005	3,031,066
1095421	INTUNE	Mexico	6/8.2010	