

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356240

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		09/22/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Holley Performance Products Inc.		
Street Address:	1801 Russellville Road		
City:	Bowling Green		
State/Country:	KENTUCKY		
Postal Code:	42101		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4580269	SNIPER M O T O R S P O R T S	
Serial Number:	86413524	HOOKER	
Serial Number:	76979268	SNIPER MOTORSPORTS	
Serial Number:	86063147	SWIVEL-SEAL	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	25th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-1582		
NAME OF SUBMITTER:	Scott Kareff (014951-1582)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	09/24/2015		
Total Attachments: 4			

CH \$115.00 4580269

source=Trademark Release for Holley Performance Products Inc. - General Electric#page1.tif

source=Trademark Release for Holley Performance Products Inc. - General Electric#page2.tif

source=Trademark Release for Holley Performance Products Inc. - General Electric#page3.tif

source=Trademark Release for Holley Performance Products Inc. - General Electric#page4.tif

**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "**Release**"), dated as of September 22, 2015, is made by GENERAL ELECTRIC CAPITAL CORPORATION, as administrative agent (in such capacity, together with its successors and permitted assigns, the "**Agent**") for the Secured Parties in favor of HOLLEY PERFORMANCE PRODUCTS INC. (the "**Grantor**"). Capitalized terms used and not defined herein shall have the meanings set forth in the Credit Agreement referenced below.

WHEREAS, in connection with that certain Credit Agreement, dated as of October 24, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among High Performance Holdings, Inc. (the "**Borrower**"), the other Credit Parties party thereto, the Lenders from time to time party thereto and the Agent, and together with all general security agreements, trademark security agreements, patent security agreements and copyright security agreements entered into in connection therewith, the Lenders made loans and other financial accommodations to the Borrower;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of October 24, 2013 in favor of the Agent, for the benefit of the Secured Parties (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty and Security Agreement**"), to guarantee the Obligations of the Borrower;

WHEREAS, in connection with the Credit Agreement, Guaranty and Security Agreement, and pursuant to that certain Amendment to Trademark Security Agreement dated as of December 8, 2014 (the "**Trademark Security Agreement**"), the Grantor granted to the Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor: (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto; (b) all renewals and extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof (collectively, the "**Trademark Collateral**"); and

WHEREAS, the Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office on December 8, 2014 at Reel/Frame No. 5415/0569.

WHEREAS, the Grantor requests a specific release of the security interest granted and recorded against the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby, on behalf of itself and the Secured Parties, terminates the Trademark Security Agreement and releases, without representation, recourse or warranty whatsoever, all of its security interest in the Trademark Collateral, whether granted pursuant to the Trademark Security Agreement or any other agreement or document delivered in connection with the Credit Agreement, and the Agent hereby reassigns any and all such right, title and interest (if any) that the Agent or the Secured Parties may have in the Trademark Collateral to the Grantor, together with the goodwill of the business symbolized thereby. The Agent agrees, at the expense of the Grantor, to cooperate with the Grantor and to

provide the Grantor with the information and additional authorization reasonably required to effect the release of the Agent's security interests in the Trademark Collateral.

This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first above written.

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Brent J. Chase
Title: Duly Authorized Signatory

Trademark Registrations

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
HOLLEY PERFORMANCE PRODUCTS INC.	SNIPER MOTORSPORTS	4580269	08/05/2014

Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
HOLLEY PERFORMANCE PRODUCTS INC.	HOOKER	86413524	10/02/2014
HOLLEY PERFORMANCE PRODUCTS INC.	SNIPER MOTORSPORTS	76979268	05/23/2011
HOLLEY PERFORMANCE PRODUCTS INC.	SWIVEL-SEAL	86063147	09/12/2013