

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM566792

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Halibrand Performance Corporation, Inc.		09/06/2019	Corporation: KANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Holley Performance Products Inc.		
<b>Street Address:</b>	1801 Russellville Road		
<b>City:</b>	Bowling Green		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	42101		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4894086	HALIBRAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173417701		
<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>			
<b>Phone:</b>	6179518000		
<b>Email:</b>	jennifer.kagan@morganlewis.com		
<b>Correspondent Name:</b>	Jennifer Kagan, Paralegal		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 2:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	123938-0001		
<b>NAME OF SUBMITTER:</b>	Jennifer Kagan, Paralegal		
<b>SIGNATURE:</b>	/jenniferkagan/		
<b>DATE SIGNED:</b>	03/12/2020		
<b>Total Attachments: 3</b>			
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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS ("Assignment") is entered this 6<sup>th</sup> day of ~~September~~ 2019, by Halibrand Performance Corporation, Inc. (Assignor) in favor of Holley Performance Products, Inc. (Assignee). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to a certain Unit Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), by and among Assignor and Assignee;

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 Asset 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 Commonwealth of Kentucky, without giving effect to any choice of law or conflict of law provision or rule (whether of the Commonwealth of Kentucky or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than the Commonwealth of Kentucky.

This Assignment is entered into pursuant to the Asset 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.

**IN WITNESS WHEREOF**, the parties have executed the Assignment as of the day and year first above written.

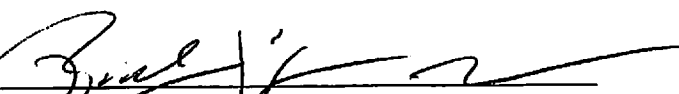
**ASSIGNOR:**

By:   
LARRY R. ANDERSON

By:   
LORETTA F. ANDERSON

By:   
CAROL LEJUERRNE AS TRUSTEE FOR  
THE RICHARD J. LEJUERRNE TRUST

HALIBRAND PERFORMANCE CORPORATION, INC.

By:   
Name: RICHARD J. LEJUERRNE, JR.  
Title: PRESIDENT

**SCHEDULE A TO ASSIGNMENT OF TRADEMARKS  
TRADEMARKS AND TRADEMARK APPLICATIONS**

Trademarks/ Service Marks/ Tradenames

Registered (or claimed to have once been on the register)

Halibrand

Claimed to have once been a live registration on the US Federal Register

Kidney Bean, Kidney Bean 6, Original Sprint, Five Spoke, Cobra II, Cobra III, Sprint, Sprint II, Oval track

Not Registered

“Halibrand” and logo w checkered flag after the “d”, as above but add “America’s First Custom Wheel” under script “Halibrand”, MagCoat, Vintage Machined, Sprint, Sprint II, Oval Track, 5 Spoke, “The Original for More Than 58 Years” (tag lines with no TM after), “The Original Since 1947”, “Knock-Off Adapter Kit”, “Chosen by Champions”, “America’s First Custom Wheel”, “The Original’ Sprint” and logo w checkered flag after the “t”, “The Venerable’ Five Spoke”, “The Five Spoke” and logo w checkered flag after the “e”, “The Dean of Old School” and logo w checkered flag after the “l”, “The Original Cobra III”, “Halibrand Special” in logo with tornado funnel, “The Original Mag Racing Wheel Company”, “The Performance You Demand”, “Legendary Styling”, “Be Original, Buy Genuine Halibrand Wheels”, “Halibrand Engineering” (name of predecessor company and logo on wheel caps), “Performance Style”; and,

Four Logos as per samples found on back page of 2005 Catalog:

- 1) “The Big Wheel” with top hat and bow tie
- 2) “Indy 500” in flag atop wheel with tire emblazed on sidewall with “Halibrand Eng. Torrance Calif” nd banner below “The Original Mag Racing Wheel”
- 3) Wheel with tire emblazed on sidewall with “Halibrand Eng. Culver City Calif” and banner above “Equipped By”
- 4) “HALIBRAND” script above R/W/B shield “Chosen By Champions” centered therein and two lines below: “59 Years of Firsts” underneath which is seen “No Wonder Others Follow Our Lead”