

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568438

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900539737		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fuel Injection Engineering Co. Inc.		09/20/2019	Corporation: CALIFORNIA
Hilborn Manufacturing Corporation		09/20/2019	Corporation: CALIFORNIA
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: 1			
Property Type	Number	Word Mark	
Registration Number:	1136605		
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	6179518000		
Email:	jennifer.kagan@morganlewis.com		
Correspondent Name:	Jennifer Kagan, Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	123938-0001		
NAME OF SUBMITTER:	Jennifer Kagan, Paralegal		
SIGNATURE:	/jenniferkagan/		
DATE SIGNED:	03/23/2020		
Total Attachments: 5			

source=Resubmission#page1.tif
source=Resubmission#page2.tif
source=Resubmission#page3.tif
source=Resubmission#page4.tif
source=Resubmission#page5.tif

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** ("Assignment") is entered this 20th day of September, 2019, by Hilborn Manufacturing Corporation, and Fuel Injection Engineering Co. Inc each a California corporation ("Seller"), Edris Snipes and Duane Hilborn, each an individual resident of the State of California ("Shareholders"), (and all together as "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 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 3.21 to the Asset Purchase Agreement, copy attached hereto as Exhibit A 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

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:

**FUEL INJECTION ENGINEERING
Co. Inc, a California corporation**

By: Edris Snipes
Name: EDRIS SNIPES
Title: Vice President

**HILBORN MANUFACTURING
CORPORATION, a California corporation**

By: Edris Snipes
Name: EDRIS SNIPES
Title: Vice President

SHAREHOLDERS:

By: Edris Snipes
EDRIS SNIPES

By: Duane Hilborn
DUANE HILBORN

TRADEMARK

REEL: 006897 FRAME: 0894

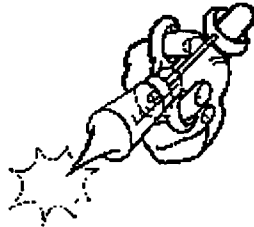
Exhibit A to Assignment of Trademarks
Incorporating Herein APA Schedule 3.21 Intellectual Property

Copyrights. Both Registered and Not Registered to include 2018 Catalog both for ownership transferred to Seller as "Works Made for Hire" and those owned outright as Author.

Trademarks/ Service Marks/ Tradenames

Registered

Hilborn (Miscellaneous Design) Registration # 1136605, serial # 73/209831
Goods and Services IC 007. US 023. G & S: FUEL INJECTORS. FIRST USE:
19490818. FIRST USE IN COMMERCE: 19490829
Registration Date June 3, 1980
Owner (REGISTRANT) FUEL INJECTION ENGINEERING COMPANY,
INCORPORATED CORPORATION CALIFORNIA 22892 GLENWOOD
DRIVE ALISO VIEJO CALIFORNIA 9265



Not Registered (TM)



The First Name In Fuel Injection!

"Hilborn", "Hilborn Fuel Injection", "The First Name In Fuel Injection!" and logo along with Hilborn-formative marks derived therefrom. All with First Use claimed back to March 1949.

"Mega Power", "MEGA Power" and "RAW Power "Race-And-Win""

Patents, applications for patents, and trade secrets to include inventions, patentable or not. Engineering Documents comprising prints, CAD computer models, CAM files, etc.

Internet Web Domains: Details for hilborninjection.com

Expiration Date: September 16, 2023

Expiration Protection: Unprotected Enable Domain Expiration Protection

Auto Renew: On Renewal Options

Account Number: 101057

Account Holder: FUEL INJECTION ENGR.CO.,INC.

Web Page Designs: both for ownership transferred to Seller as "Works Made for Hire" and those owned outright as Author.