

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647411

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced Engine Management Inc.		04/14/2021	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: 8			
Property Type	Number	Word Mark	
Registration Number:	2600528	AEM	
Registration Number:	2763222	AEM	
Registration Number:	5002054	AEM	
Registration Number:	4554650	AEM ENGINEERED TO OUTPERFORM	
Serial Number:	88824258	AEMEV	
Registration Number:	5326626	AEM BRUTE FORCE	
Registration Number:	3733376	AEM	
Registration Number:	3638056	AEM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	14049626494		
Email:	stephen.kabakoff@millermartin.com		
Correspondent Name:	Stephen E. Kabakoff		
Address Line 1:	1180 W Peachtree St NW UNIT 2100		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Stephen E. Kabakoff		
SIGNATURE:	/Stephen E. Kabakoff/		

CH \$215.00 2600528

DATE SIGNED:

05/17/2021

Total Attachments: 12

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "**Trademark Assignment**"), dated as of April 14, 2021, is made by ADVANCED ENGINE MANAGEMENT INC., a California corporation located at 2205 W. 126th Street, Suite A, Hawthorne, California 90250 ("**Assignor**"), in favor of HOLLEY PERFORMANCE PRODUCTS INC., a Delaware corporation located at 1801 Russellville Road, Bowling Green, Kentucky 42101 ("**Assignee**").

WHEREAS, under the terms of the Asset Purchase Agreement, dated as of the date hereof, by and between Assignor, Assignee and the other parties thereto (the "**Purchase Agreement**"), Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following (the "**Assigned Trademark Rights**"):

(a) all trademark registrations and applications set forth in **Schedule 1** hereto together with all of the goodwill associated with and symbolized by the trademarks (the "**Trademarks**");

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including, but not limited to, all rights in and to any other applications or registrations for the Trademarks filed anywhere in the world and all rights to claim priority in any country on the basis of any such applications or registrations;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, without further consideration, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to

effect, evidence, or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto.

3. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

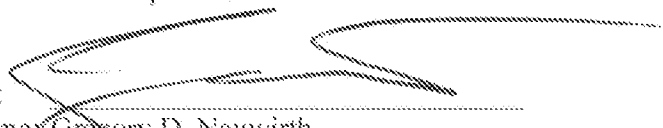
4. Neither this Trademark Assignment nor any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular Assigned Trademark Rights shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement. The rules of construction of the Purchase Agreement shall apply to this Trademark Assignment. In the event of any inconsistency between the statements in this Trademark Assignment and the Purchase Agreement, the statements in the body of the Purchase Agreement shall control.

**[Remainder of page intentionally left blank.
Signature page immediately follows.]**

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

ASSIGNOR:

ADVANCED ENGINE MANAGEMENT INC.,
a California corporation

By: 
Name: Gregory D. Neuwirth
Title: President

ASSIGNEE:

HOLLEY PERFORMANCE PRODUCTS INC.,
a Delaware corporation

By: _____
Name: Owen M. Basham
Title: Vice President and Secretary

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

ASSIGNOR:

ADVANCED ENGINE MANAGEMENT INC.,
a California corporation

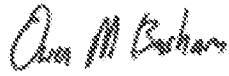
By: _____

Name: Gregory D. Neuwirth

Title: President

ASSIGNEE:

HOLLEY PERFORMANCE PRODUCTS INC.,
a Delaware corporation





By:  _____

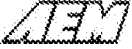




Name: Owen M. Basham

Title: Vice President and Secretary

SCHEDULE 1

ASSIGNED TRADEMARKS


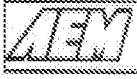
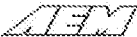


	Mark	Jurisdiction	Status	Reg. No. / [App. No.]	Reg. Date / [Filing Date]
1.	AEM 	Australia	Registered	1471677	30-JAN-2012
2.	AEMEV	Australia	Pending	[2147587]	[12-AUG-2020]
3.	AEM (word)	Brazil	Pending	[A0105186]	[08-FEB-2021]
4.	AEM & Design CompuMark Trademark: AEM 	Canada	Registered	TMA856349	26-JUL-2013
5.	AEMEV CompuMark Trademark: AEMEV	Canada	Pending	[1569812]	[12-AUG-2020]
6.	AEM 	China	Registered	28503318	07-MAR-2019
7.	AEM 	China	Registered	16261087	28-MAR-2016

	Mark	Jurisdiction	Status	Reg. No. / [App. No.]	Reg. Date / [Filing Date]
8.	AEM 	China	Registered	16207281	28-MAR-2016
9.	AEM 	China	Registered	10615803	07-AUG-2013
10.	AEMEV	China	Pending	[1569812]	[12-AUG-2020]
11.	AEM (word)	Czech Republic	Pending	[A0105186]	[08-FEB-2021]
12.	AEM 	EU trade marks	Registered	4065777	03-JAN-2006
13.	AEM 	EU trade marks	Registered	4065306	14-FEB-2006
14.	AEM 	EU trade marks	Registered	14008783	04-SEP-2015
15.	AEMEV	EU trade marks	Pending	[1569812]	[12-AUG-2020]
16.	AEM (word)	India	Pending	[A0105186]	[08-FEB-2021]
17.	AEM (word)	Indonesia	Pending	[A0105186]	[08-FEB-2021]



Schedule 1-2


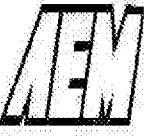



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	Mark	Jurisdiction	Status	Reg. No. / [App. No.]	Reg. Date / [Filing Date]
18.	AEM (word)	Japan	Pending	[A0105186]	[08-FEB-2021]
19.	AEM 	Kuwait	Registered	138285	01-JUL-2016
20.	AEM 	Kuwait	Registered	119739	22-DEC-2014
21.	AEM 	Malaysia	Registered	2012001372	30-JAN-2018
22.	AEM 	Malaysia	Registered	2012018392	09-OCT-2013
23.	AEM 	Malaysia	Registered	2012001371	28-AUG-2013
24.	AEM 	Mexico	Registered	1488224	14-OCT-2014

	Mark	Jurisdiction	Status	Reg. No. / [App. No.]	Reg. Date / [Filing Date]
25.	AEM 	Mexico	Registered	1457575	27-MAY-2014
26.	AEM 	Mexico	Registered	1298514	19-JUL-2012
27.	AEM 	New Zealand	Registered	855725	04-DEC-2012
28.	AEM (word)	Philippines	Pending	[A0105186]	[08-FEB-2021]
29.	AEM (word)	Russia	Pending	[A0105186]	[08-FEB-2021]
30.	AEM (Stylized) (cl. 9)	Saudi Arabia	Registered	143303186	11-SEP-2013
31.	AEM (Stylized) (cl. 12)	Saudi Arabia	Registered	143303185	22-AUG-2013
32.	AEM 	South Africa	Registered	2012/02089	29-NOV-2013
33.	AEM 	South Africa	Registered	2012/02090	29-NOV-2013

	Mark	Jurisdiction	Status	Reg. No. / [App. No.]	Reg. Date / [Filing Date]
34.	AEM Original Trademark Name: AEM 	South Korea	Registered	400948442	11-JAN-2013
35.	AEM 	Taiwan	Registered	01538124	16-SEP-2012
36.	AEM (word)	Thailand	Pending	[200119638]	[01-JUN-2020]
37.	AEM (word)	Thailand	Pending	[200119639]	[01-JUN-2020]
38.	AEM (word)	Thailand	Pending	[200119640]	[01-JUN-2020]
39.	AEM (word)	Thailand	Pending	[200119641]	[01-JUN-2020]
40.	AEM (stylized)	Thailand	Pending	[200119642]	[01-JUN-2020]
41.	AEM (stylized)	Thailand	Pending	[200119643]	[01-JUN-2020]
42.	AEM (stylized)	Thailand	Pending	[200119644]	[01-JUN-2020]
43.	AEM (stylized)	Thailand	Pending	[200119645]	[01-JUN-2020]

	Mark	Jurisdiction	Status	Reg. No. / [App. No.]	Reg. Date / [Filing Date]
44.	Aem 	Turkey	Registered	2014 32719	[21-APR-2014]
45.	AEM 	United Arab Emirates	Registered	168638	06-MAR-2013
46.	AEM 	United Arab Emirates	Registered	168637	06-MAR-2013
47.	AEMEV	United Kingdom	Pending	[1569812]	[12-AUG-2020]
48.	AEM 	USPTO	Registered	2600528	30-JUL-2002
49.	AEM	USPTO	Registered	2763222	16-SEP-2003
50.	AEM 	USPTO	Registered	5002054	19-JUL-2016

	Mark	Jurisdiction	Status	Reg. No. / [App. No.]	Reg. Date / [Filing Date]
51.	AEM ENGINEERED TO OUTPERFORM 	USPTO	Registered	4554650	24-JUN-2014
52.	AEMEV 	USPTO	Pending - Allowed	[88824258]	[06-MAR- 2020]
53.	AEM BRUTE FORCE 	USPTO	Registered	5326626	07-NOV-2017
54.	AEM 	USPTO	Registered	3733376	05-JAN-2010
55.	AEM 	USPTO	Registered	3638056	16-JUN-2009
56.	AEM (word)	Vietnam	Pending	[A0105186]	[08-FEB-2021]

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	Mark	Jurisdiction	Status	Reg. No. / [App. No.]	Reg. Date / [Filing Date]
57.	AEM (word)	WIPO	Pending	[A0105186]	[08-FEB-2021]
58.	AEMEV	WIPO	Registered	1569812	12-AUG-2020

Schedule 1-8

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RECORDED: 05/17/2021

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