

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698798

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BAER, INC.		12/23/2021	Corporation: NEVADA
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: 5			
Property Type	Number	Word Mark	
Registration Number:	3588931	ALUMASPORT	
Registration Number:	3105028	DECELAROTOR	
Registration Number:	3031745	BAER	
Registration Number:	2997918	ERADISPEED	
Registration Number:	2266943	BAER	
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:	6179518961		
Email:	jennifer.kagan@morganlewis.com		
Correspondent Name:	Jennifer Kagan		
Address Line 1:	One Federal Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	123938-0001		
NAME OF SUBMITTER:	Jennifer Kagan, Paralegal		
SIGNATURE:	/Jennifer Kagan/		
DATE SIGNED:	12/30/2021		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "**Trademark Assignment**"), dated as of December 23, 2021, is made by BAER, INC., a Nevada corporation located at 2222 West Peoria Avenue, Phoenix, Arizona 85029 ("**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 among 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 with any other 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. **Assignment.** Subject to the terms and conditions of the Purchase Agreement, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following:

(a) all trademark registrations and applications set forth in **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with all of the goodwill of the business connected with the use of, and symbolized by, 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. **Recordation and Other Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and any other administrative or government entities, agencies, and officials in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee.

3. Governing Law; Venue. THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE CHOICE OF LAW PROVISIONS SET FORTH IN, AND SHALL BE SUBJECT TO THE VENUE AND NOTICE PROVISIONS OF, THE PURCHASE AGREEMENT.

4. Counterparts. 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.

**[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:

BAER, INC.,
a Nevada corporation

DocuSigned by:

Hal Baer

By: _____

Name: Hal F. Baer

Title: President

ASSIGNEE:

HOLLEY PERFORMANCE PRODUCTS INC.,
a Delaware corporation

By: _____

Name: Thomas W. Tomlinson

Title: Chief Executive Officer

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

ASSIGNOR:

BAER, INC.,
a Nevada corporation

By: _____

Name: Hal F. Baer

Title: President

ASSIGNEE:

HOLLEY PERFORMANCE PRODUCTS INC.,
a Delaware corporation


By: Thomas W. Tomlinson

Name: Thomas W. Tomlinson

Title: Chief Executive Officer

SCHEDULE 1

ASSIGNED TRADEMARKS

Mark	Jurisdiction	Status	Reg. No.	Reg. Date
ALUMASPORT	U.S.	Registered	3588931	10-MAR-2009
DECELAROTOR	U.S.	Registered	3105028	13-JUN-2006
BAER	U.S.	Registered	3031745	20-DEC-2005
ERADISPEED	U.S.	Registered	2997918	20-SEP-2005
BAER AND DESIGN 	U.S.	Registered	2266943	03-AUG-1999