

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM730775

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT SUPPLEMENT FOR TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Simpson Performance Products, Inc.		05/27/2022	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	1525 W WT Harris Blvd.		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4986223	BANDIT	
<b>Registration Number:</b>	3831255	CLEARWATER LIGHTS	
<b>Registration Number:</b>	3640664	EJECT	
<b>Registration Number:</b>	5336330	GHOST	
<b>Registration Number:</b>	5133590	GHOST BANDIT	
<b>Registration Number:</b>	1714637	HANS	
<b>Registration Number:</b>	3811356	QUICK CLICK	
<b>Registration Number:</b>	1243427	SIMPSON	
<b>Registration Number:</b>	3026333	SIMPSON	
<b>Registration Number:</b>	3026334	SIMPSON	
<b>Registration Number:</b>	3050920	SIMPSON	
<b>Registration Number:</b>	6063424	SIMPSON	
<b>Registration Number:</b>	6063425	SIMPSON	
<b>Registration Number:</b>	5024936	TWISTED STITCH SEATS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			

OP \$365.00 4986223

**Phone:** 212-701-3365  
**Email:** ECarrera@cahill.com  
**Correspondent Name:** Elaine Carrera  
**Address Line 1:** 32 Old Slip  
**Address Line 2:** Cahill Gordon & Reindel  
**Address Line 4:** New York, NEW YORK 10005

**ATTORNEY DOCKET NUMBER:** 1694757

**NAME OF SUBMITTER:** Elaine Carrera

**SIGNATURE:** /Elaine Carrera/

**DATE SIGNED:** 05/27/2022

**Total Attachments: 7**

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**SECURITY AGREEMENT SUPPLEMENT  
FOR TRADEMARKS**

SUPPLEMENT NO. 2 (this “Supplement”) dated as of May 27, 2022, to the Security Agreement, dated as of November 18, 2021 (the “Closing Date”) (the “Security Agreement”), among certain subsidiaries of the Borrower (as defined below) from time to time party thereto and WELLS FARGO BANK, NATIONAL ASSOCIATION (“Wells Fargo Bank”), as Administrative Agent (as defined below) for the Secured Parties.

A. Reference is made to that certain Credit Agreement, dated as of November 18, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among HOLLEY INC., a Delaware corporation (the “Borrower”), Wells Fargo Bank, as administrative agent and collateral agent (in such capacities, and together with its successors and permitted assigns, the “Administrative Agent”), each Lender from time to time party thereto and the other parties thereto. The Lenders and L/C Issuers have agreed to extend credit to the Borrower and the Cash Management Banks and the Hedge Banks have agreed to enter into agreements in respect of Cash Management Obligations and the Secured Hedge Agreements, respectively, subject to the terms and conditions set forth in the Credit Agreement.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement.

C. In connection with the Credit Agreement, the Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations. Section 6.14 of the Security Agreement provides that certain Persons may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Person (the “New Grantor”) is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations from time to time under the terms of the Credit Agreement.

Accordingly, the Administrative Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 6.14 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. Each reference to a “Grantor” in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Administrative Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 3 This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Administrative Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor, and the Administrative Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that set forth on Schedule I attached hereto is a true and correct schedule of the Collateral owned by the New Grantor consisting of registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office (excluding any Excluded Property).

SECTION 5. The New Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the Collateral (excluding any Excluded Property), including all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth in Schedule I hereto.

SECTION 6. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. The New Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 7. The New Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Supplement.

SECTION 8. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 9. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 10. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 11. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Security Agreement.

SECTION 12. Reimbursement of the Administrative Agent's expenses under this Supplement shall be governed by the applicable sections of the Security Agreement.

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IN WITNESS WHEREOF, the New Grantor and the Administrative Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

**SIMPSON PERFORMANCE  
PRODUCTS, INC.,**  
as a Grantor

By: \_\_\_\_\_



Name: Dominic Bardos

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007734 FRAME: 0683**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION,**  
as Administrative Agent

By:   
Name: Wm. Heyward Harrison, III  
Title: Senior Vice President



[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007734 FRAME: 0684**


SCHEDULE I

United States Applied for and Registered Intellectual Property

United States Trademark Registrations and Trademark Applications

Grantor	Trademark	Serial No.	Reg. No.	Country	Filing Date	Reg. Date
Simpson Performance Products, Inc.	BANDIT	86402909	4986223	United States	September 23, 2014	June 28, 2016
Simpson Performance Products, Inc.	CLEARWATER LIGHTS	77901663	3831255	United States	December 28, 2009	August 10, 2010
Simpson Performance Products, Inc.	EJECT	77399306	3640664	United States	February 18, 2008	June 16, 2009
Simpson Performance Products, Inc.	GHOST	87086501	5336330	United States	June 28, 2016	November 14, 2017
Simpson Performance Products, Inc.	GHOST BANDIT	87086490	5133590	United States	June 28, 2016	January 31, 2017
Simpson Performance Products, Inc.	HANS	74091431	1714637	United States	August 27, 1990	September 8, 1992
Simpson Performance Products, Inc.	QUICK CLICK	77369856	3811356	United States	January 11, 2008	June 29, 2010
Simpson Performance Products, Inc.	SIMPSON 	73213590	1243427	United States	April 30, 1979	June 28, 1983
Simpson Performance Products, Inc.	SIMPSON 	76977431	3026333	United States	November 12, 2002	December 13, 2005
Simpson Performance Products, Inc.	SIMPSON 	76977443	3026334	United States	November 12, 2002	December 13, 2005
Simpson Performance Products, Inc.	SIMPSON	78975949	3050920	United States	November 8, 2002	January 24, 2006



Grantor	Trademark	Serial No.	Reg. No.	Country	Filing Date	Reg. Date
Simpson Performance Products, Inc.	SIMPSON	88658827	6063424	United States	October 17, 2019	May 26, 2020
Simpson Performance Products, Inc.		88658833	6063425	United States	October 17, 2019	May 26, 2020
Simpson Performance Products, Inc.	TWISTED STITCH SEATS	86517660	5024936	United States	January 29, 2015	August 23, 2016

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