

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740161

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VESTA MOTORSPORTS USA, INC.		06/30/2022	Corporation: FLORIDA
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: 2			
Property Type	Number	Word Mark	
Registration Number:	6498178	RACEQUIP	
Registration Number:	4853697	RACEQUIP	
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 Ann Kagan		
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:	/Jennifer Kagan/		
DATE SIGNED:	07/11/2022		
Total Attachments: 5			
source=Holley - Project River Trademark Assignment Agreement#page1.tif			
source=Holley - Project River Trademark Assignment Agreement#page2.tif			

CH \$65.00 6498178

source=Holley - Project River Trademark Assignment Agreement#page3.tif

source=Holley - Project River Trademark Assignment Agreement#page4.tif

source=Holley - Project River Trademark Assignment Agreement#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "**Trademark Assignment**"), dated as of June 30, 2022, is made by VESTA MOTORSPORTS USA, INC., a Florida corporation located at 11705 Boyette Road, Riverview, Florida 33569 ("**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, 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 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. **Assignment.** 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 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. 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. 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:

VESTA MOTORSPORTS USA, INC.,
a Florida corporation

By: 

Name: Patrick L. Utt

Title: President

ASSIGNEE:

HOLLEY PERFORMANCE PRODUCTS INC.,
a Delaware corporation

By: _____

Name: Thomas W. Tomlinson

Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007774 FRAME: 0868

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

ASSIGNOR:

VESTA MOTORSPORTS USA, INC.,
a Florida corporation

By: _____
Name: Patrick L. Utt
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
RaceQuip	U.S.	Registered	6498178	28-SEP-2021
RACEQUIP	U.S.	Registered	4853697	17-NOV-2015
RaceQuip	International Register	Registered	1609643	03-JUN-2021