

08-15-2002

8-15-02



Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 8-15-02 Credit Agricole Indosuez, as Collateral Agent

2. Name and address of receiving party(ies) Name: Holley Performance Products Inc. Internal Address:

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Release

Street Address: 1801 Russellville Road City: Bowling Green State: KY Zip: 42101

Execution Date: 7/29/02

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) see attached

B. Patent No.(s) see attached

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Natalie Lewis, Paralegal Internal Address: Hunton & Williams

6. Total number of applications and patents involved: 39

7. Total fee (37 CFR 3.41) \$ 1,560.00

Enclosed Authorized to be charged to deposit account

Street Address: 600 Peachtree Street

Suite 4100

City: Atlanta State: GA Zip: 30308

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Elizabeth Mullican, Esq. Name of Person Signing

Elizabeth Mullican Signature

August 13, 2002 Date

Total number of pages including cover sheet, attachments, and documents: 6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

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01 FC:581 1560.00 DP

TRADEMARK REEL: 002563 FRAME: 0063

Schedule A

Trademarks

Pledgor: Holley Performance Products, Inc.

Registrations

<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>COUNTRY/STATE</u>	<u>DESCRIPTION</u>
M41-015		Michigan	HOLLEY
845,374	03/05/68	United States	CENTRI-VAC
1,504,797	09/20/88	United States	CONTENDER
1,133,503	04/22/80	United States	DOMINATOR
1,118,641	05/22/79	United States	ECONOMASTER
188,941	09/09/24	United States	HOLLEY and Design
1,020,361	09/16/75	United States	HOLLEY (stylized)
1,021,903	10/07/75	United States	HOLLEY
1,062,188	03/29/77	United States	HOLLEY
1,120,891	06/26/79	United States	HOLLEY (stylized)
1,844,076	07/12/94	United States	HOLLEY (stylized)
2,023,526	12/17/96	United States	HOLLEY
1,713,058	09/08/92	United States	IQ-500
1,754,899	03/02/93	United States	IQ-750
1,270,570	03/20/84	United States	M.E.P. & Design
1,016,317	07/22/75	United States	M/T (stylized)
1,353,694	08/13/85	United States	MASTER FIT and Design
700,479	07/05/60	United States	PEP
1,778,849	06/29/93	United States	PRO-JECTION
1,553,662	08/29/89	United States	PRO DOMINATOR
1,159,708	06/07/81	United States	RENEW KIT
1,066,680	05/31/77	United States	STREET DOMINATOR
1,557,635	09/26/89	United States	TRICK KIT
1,730,640	11/10/92	United States	VOLUMAX
1,394,128	04/30/92	Argentina	HOLLEY
1,637,082	07/02/97	Argentina	HOLLEY
69,194	10/18/94	Benelux	HOLLEY
816872244	03/22/94	Brazil	HOLLEY
TMA-367,195	03/23/90	Canada	CENTRI-VAC
TMA-369,749	06/22/90	Canada	CONTENDER
TMA-426,805	05/06/94	Canada	DOMINATOR
TMA-365,059	02/02/90	Canada	ECONOMASTER
TMA-111,654	09/26/58	Canada	HOLLEY and Design
TMA-365,563	02/16/90	Canada	HOLLEY
TMA-365-966	06/23/90	Canada	M/T and Design
TMA-365,058	02/02/90	Canada	MILE DIAL

<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>COUNTRY/STATE</u>	<u>DESCRIPTION</u>
TMA-390,066	11/15/91	Canada	PRO DOMINATOR
TMA 378,745	01/25/91	Canada	RENEW KIT
TMA-389,837	11/08/91	Canada	STREET DOMINATOR
TMA-390,067	11/15/91	Canada	STRIP DOMINATOR
TMA-380,273	02/22/91	Canada	TRICK KIT
310.642	07/09/96	Chile	HOLLEY
103.058	09/15/93	Columbia	HOLLEY
155,583	04/20/94	Columbia	HOLLEY
156,697	04/20/94	Columbia	HOLLEY
770,706	02/19/63	Germany	HOLLEY
439,588	08/05/86	Italy	HOLLEY
703,770	04/08/96	Japan	HOLLEY
255,634	05/28/90	Mexico	HOLLEY
B65/1511	04/14/95	S. Africa	HOLLEY
B65/1512	04/14/95	S. Africa	HOLLEY
452,014	07/17/64	Spain	HOLLEY
54,019	02/28/98	Venezuela	HOLLEY

Applications

<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>	<u>COUNTRY/STATE</u>	<u>DESCRIPTION</u>
75/349,741	09/02/97	United States	DOMINATOR
75/349,914	09/02/97	United States	STRIP DOMINATOR
20976-1996	02/29/96	Japan	HOLLEY

UNREGISTERED COMMON LAW TRADEMARKS

ANNIHILATOR
DOUBLE PUMPER
LASER SHOT
Legacy Series
QUICK SHOT
PRO STRIP
SystemAX

TERMINATION OF TRADEMARK SECURITY INTEREST

This is a Termination of Trademark Security Interest, dated as of July 29, 2002, executed by Credit Agricole Indosuez, as Collateral Agent ("Secured Party") releasing all security interests of Secured Party in the Encumbered Trademarks/Licenses (as defined below) owned by Holley Performance Products Inc. ("Debtor").

RECITALS

WHEREAS, Debtor granted Secured Party a security interest (the "Security Interest") in the Encumbered Trademarks/Licenses (as defined below) pursuant to that Security Agreement dated as of May 15, 1998 (the "Security Agreement"), recorded in the United States Patent and Trademark Office on June 3, 1998 at Reel/Frame No. 1734/0715;

WHEREAS, the Debtor desires termination of the Secured Party's Security Interest; and

WHEREAS, the Secured Party is willing to terminate its Security Interest;

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Encumbered Trademarks/Licenses. "Encumbered Trademarks/Licenses" shall mean the trademarks, included but not limited (as defined in the Security Agreement), all goodwill connected with and symbolized by such Trademarks, and the Licenses (as defined in the Security Agreement). The Encumbered Trademarks/Licenses shall include, without limitation, the property listed on Schedule A attached hereto and incorporated by reference herein.

2. Termination of Security Interest. Secured Party hereby terminates all of the Secured Party's Security Interest in the Encumbered Trademarks/Licenses, including, without limitation, any and all continuing security interest in and lien on Debtor's entire right, title and interest, including common law rights, in and to the Encumbered Trademarks/Licenses, together with all claims for profits and damages by reason of past infringement, if any, of the Encumbered Trademarks/Licenses or any one of them, and the right to sue for and collect the same.

IN WITNESS WHEREOF, Secured Party has caused this Termination of Trademark Security Interest to be duly executed on the date first mentioned above.

CREDIT AGRICOLE INDOSUEZ, as Collateral Agent

By: _____

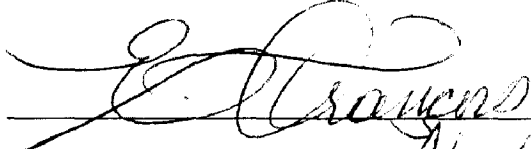
Name: _____

Title: _____

STATE OF New York)
COUNTY OF New York) ss.

On August 7, 2002, before me, the undersigned notary public in and for said County and State, personally appeared Curt Becker, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.


My commission expires on April 19, 2006

EUGENIE FRANCOIS
Notary Public, State of New York
No. 01FR6032968
Qualified in N.Y. & Ulster County
Commission Expires 04-19-06