

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SNIPER MOTORSPORTS, INC.		12/28/2011	CORPORATION: DELAWARE
DEMON FUEL SYSTEMS, INC.		12/28/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO CAPITAL FINANCE, INC.
Street Address:	2450 COLORADO AVENUE
Internal Address:	SUITE 3000 WEST
City:	SANTA MONICA
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Serial Number:	76707696	SNIPER MOTORSPORTS
Serial Number:	76707697	SNIPER MOTORSPORTS
Serial Number:	76707698	SNIPER MOTORSPORTS
Serial Number:	76707699	SNIPER MOTORSPORTS
Serial Number:	76707729	SNIPER MOTORSPORTS PRECISION PERFORMANCE
Serial Number:	76707731	SNIPER MOTORSPORTS PRECISION PERFORMANCE
Registration Number:	2023390	THE POWERFUEL SYSTEMS!
Registration Number:	2196512	VFI
Registration Number:	2425428	POWER WING
Registration Number:	2442018	NITROUS WORKS
Registration Number:	2368810	DEMON CARBURETION CARBURETION INNOVATION.. .NOTHING ELSE!
Serial Number:	75803970	RED RELEASE

CH \$865.00 76707696

Serial Number:	76708362	KING DEMON
Serial Number:	76708363	ROAD DEMON
Serial Number:	76708364	DEMON
Serial Number:	76708365	SPEED DEMON
Serial Number:	76708366	MIGHTY DEMON
Serial Number:	76708367	RACE DEMON
Serial Number:	76708517	BARRY GRANT
Serial Number:	76708538	BAD MAN
Serial Number:	76708539	TRACK-MASTER
Serial Number:	76708540	BG 400 FUEL SYSTEMS
Serial Number:	76708541	BG FUEL SYSTEMS
Serial Number:	76708542	REACTION-TIME
Serial Number:	76708759	NITROUS WORKS
Serial Number:	76708760	SIX SHOOTER
Serial Number:	76708761	TRIPLE D INDUCTION
Serial Number:	76708764	POWERFUEL ADVANTAGE
Serial Number:	76708765	DEMON CARBURETION
Serial Number:	76708766	BG 400 BARRY GRANT FUEL SYSTEMS
Serial Number:	76708767	ROAD DEMON JR
Serial Number:	76708768	THE BILLET ATOMIZER
Registration Number:	3556041	BG BARRY GRANT FUEL SYSTEMS
Registration Number:	2998261	IDLE-EZE

CORRESPONDENCE DATA

Fax Number: (213)830-8743
Phone: 213-680-6400
Email: kimberley.lathrop@bingham.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: KIMBERLEY A. LATHROP
Address Line 1: BINGHAM MCCUTCHEN LLP
Address Line 2: 355 SOUTH GRAND AVENUE
Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3004422.318592
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/

01/04/2012

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 28th day of December, 2011, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, INC.**, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated June 22, 2010 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among **HOLLEY PERFORMANCE PRODUCTS INC.**, a Delaware corporation ("Parent"), and each of Parent's Subsidiaries signatory thereto (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a "Borrower" and collectively, as "Borrowers"), the lenders from time to time party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Supplement No. 1, dated October 28, 2011, to the Security Agreement dated June 22, 2010 (including all annexes, supplements, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Intellectual Property Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, extensions, modifications and renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain

outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[Signature page follows.]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

SNIPER MOTORSPORTS, INC.,
a Delaware corporation

By: Stephen Trussell
Name: Stephen Trussell
Title: Vice President of Finance

DEMON FUEL SYSTEMS, INC.,
a Delaware corporation

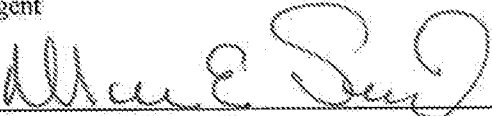
By: Stephen Trussell
Name: Stephen Trussell
Title: Vice President of Finance

[First Lien Trademark Security Agreement]

TRADEMARK
REEL: 004692 FRAME: 0066

AGENT:

WELLS FARGO CAPITAL FINANCE, INC.,
a California corporation,
as Agent

By: 
Name: MARK E. SCHWARTZ
Title: SENIOR VICE PRESIDENT

[First Lien Trademark Security Agreement]

TRADEMARK
REEL: 004692 FRAME: 0067

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Grantor: Sniper Motorsports, Inc.

Name	Jurisdiction	Application Number	Application Date	Registration Number	Registration date	Status
SNIPER MOTORSPORTS	United States	76707696	05/23/2011			Pending
SNIPER MOTORSPORTS	United States	76707697	05/23/2011			Pending
SNIPER MOTORSPORTS	United States	76707698	05/23/2011			Pending
SNIPER MOTORSPORTS	United States	76707699	05/23/2011			Pending
SNIPER MOTORSPORTS PRECISION PERFORMANCE	United States	76707729	05/24/2011			Pending
SNIPER MOTORSPORTS PRECISION PERFORMANCE	United States	76707731	05/24/2011			Pending

Grantor: Demon Fuel Systems, Inc.

Name	Jurisdiction	Application Number	Application Date	Registration Number	Registration date	Status
THE POWERFUEL SYSTEMS!	United States	74728728	09/13/1995	2023390	12/17/1996	Registered

VFI	United States	75236056	02/04/1997	2196512	10/13/1998	Registered
POWER WING	United States	75236059	02/04/1997	2425428	01/30/2001	Registered
NITROUS WORKS	United States	75754240	07/19/1999	2442018	04/10/2001	Registered
DEMON CARBURETION CARBURETION INNOVATION	United States	75802253	09/20/1999	2368810	07/18/2000	Registered
RED RELEASE	United States	75803970	09/17/1999	75803970	03/20/2001	Registered
KING DEMON	United States	76708362	07/15/2011			Pending
ROAD DEMON	United States	76708363	07/15/2011			Pending
DEMON	United States	76708364	07/15/2011			Pending
SPEED DEMON	United States	76708365	07/15/2011			Pending
MIGHTY DEMON	United States	76708366	07/15/2011			Pending
RACE DEMON	United States	76708367	07/15/2011			Pending
BARRY GRANT	United States	76708517	07/27/2011			Pending
BAD MAN	United States	76708538	07/29/2011			Pending
TRACK-MASTER	United States	76708539	07/29/2011			Pending
BG 400 FUEL SYSTEMS	United States	76708540	07/29/2011			Pending
BG FUEL SYSTEMS	United States	76708541	07/29/2011			Pending

REACTION-TIME	United States	76708542	07/29/2011			Pending
NITROUS WORKS	United States	76708759	08/17/2011			Pending
SIX SHOOTER	United States	76708760	08/17/2011			Pending
TRIPLE D INDUCTION	United States	76708761	08/17/2011			Pending
POWERFUL ADVANTAGE	United States	76708764	08/17/2011			Pending
DEMON CARBURETION	United States	76708765	08/17/2011			Pending
BG 400 BARRY GRANT FUEL SYSTEMS	United States	76708766	08/17/2011			Pending
ROAD DEMON JR	United States	76708767	08/17/2011			Pending
THE BILLET ATOMIZER	United States	76708768	08/17/2011			Pending
BG BARRY GRANT FUEL SYSTEMS	United States	77300372	10/10/2007	3556041	01/06/2009	Registered
IDLE-EZE	United States	78466431	08/12/2004	2998261	09/20/2005	Registered