

EXHIBIT A
TO
AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Mark	Jurisdiction	Registration Number	Registration Date	Status
Demon Fuel Systems, Inc.	DEMON CARBURETION and Design	USA	4217997	10/2/2012	Registered
Demon Fuel Systems, Inc.	SPEED DEMON	USA	4250293	11/27/2012	Registered
Sniper Motorsports, Inc.	SNIPER MOTORSPORTS	USA	4183485	7/31/2012	Registered
Sniper Motorsports, Inc.	SNIPER MOTORSPORTS PRECISION PERFORMANCE	USA	4183487	7/31/2012	Registered
Sniper Motorsports, Inc.	SNIPER M O T O R S P O R T S	USA	4183486	7/31/2012	Registered

Trademark Applications

Grantor	Mark	Jurisdiction	Application Number	Application Date	Status
Demon Fuel Systems, Inc.	MIGHTY DEMON	USA	76/708366	7/15/2011	Pending
Demon Fuel Systems, Inc.	ROAD DEMON	USA	76/708363	7/15/2011	Pending
Demon Fuel Systems, Inc.	DEMON FUEL SYSTEMS	USA	85/686520	7/25/2012	Pending

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated November 30, 2012, is by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE, INC., a California corporation, in its capacity as agent (in such capacity, "Agent") pursuant to the Credit Agreement (as hereinafter defined) acting for and on behalf of the Lender Group and the Bank Product Providers (each as defined in the Credit Agreement).

WITNESSETH:

WHEREAS, certain of the Grantors, the Lenders (as defined in the Credit Agreement) and Agent have previously entered into that certain Credit Agreement dated as of June 22, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "Existing Credit Agreement") providing for the availability of certain credit facilities to Grantors upon the terms and conditions set forth therein;

WHEREAS, in connection with the Existing Credit Agreement, Grantors and Agent entered into the Trademark Security Agreement, dated as of December 28, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement"), pursuant to which Grantors granted to Agent a security interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, Grantors have requested that that Agent and Lenders amend and restate the Existing Credit Agreement, all as more particularly set forth in the Amended and Restated Credit Agreement dated as of June 7, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Grantors, the Lenders and Agent, pursuant to which the Lender Group has agreed to provide for the availability of certain credit facilities to Grantors upon the terms and conditions set forth therein;

WHEREAS, Grantors have filed new registrations and applications for Trademark as more fully set forth on Exhibit A attached hereto; and

WHEREAS, in order to induce Agent and Lenders to continue to provide financing arrangements to Grantors and to further evidence Agent's security interest in the new registrations and applications for Trademarks, Grantors have agreed to enter into this Amendment.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. Amendment to Schedule 1.

(a) Schedule 1 attached to the Trademark Security Agreement is hereby amended by inserting the contents of Exhibit A attached hereto at the end thereof.

(b) For purposes of this Amendment, unless otherwise defined herein, all capitalized terms used herein which are defined in the Trademark Security Agreement shall have the meaning given to such terms in the Trademark Security Agreement.

2. Confirmation and Grant of Security Interest. To secure payment and performance of all Obligations, and ratifying, confirming and supplementing each Grantor's prior grants of security interests in and liens upon the Trademarks and other Trademark Collateral described in the Trademark Security Agreement, as Trademark Collateral security heretofore granted to the Agent pursuant to the Trademark Security Agreement, Grantors hereby grant to Agent, a security interest in and lien upon, and acknowledges and agrees that the Agent has and shall continue to have a pledge of and a continuing security interest in and lien on, any and all right, title and interest of Grantors, whether now existing or hereafter acquired or arising, in and to all of the Trademark Collateral (expressly including, without limitation, all of the Trademarks described on Exhibit A attached to this Amendment).

3. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Credit Agreement, as amended, the term or provision of the Credit Agreement shall control.

4. Entire Agreement. This Amendment contains the entire agreement of the parties hereto with respect to the subject matter hereof.

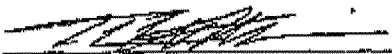
5. Binding Effect. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Amendment.


[Signature Page Follows]

IN WITNESS WHEREOF, Grantors and Agent have executed this Amendment as of the day and year first above written.

DEMON FUEL SYSTEMS, INC., as Grantor

By: 
Name: Thomas W. Tomlinson
Title: President and Chief Executive Officer

SNIPER MOTORSPORTS, INC., as Grantor

By: 
Name: Thomas W. Tomlinson
Title: President and Chief Executive Officer

WELLS FARGO CAPITAL FINANCE, INC,
as Agent

By: _____
Name: _____
Title: _____

[Signature Page to Amendment No. 1 to Trademark Security Agreement - Wells Fargo]

IN WITNESS WHEREOF, Grantors and Agent have executed this Amendment as of the day and year first above written.


DEMON FUEL SYSTEMS, INC., as Grantor

By: _____
Name: _____
Title: _____

SNIPER MOTORSPORTS, INC., as Grantor

By: _____
Name: _____
Title: _____

WELLS FARGO CAPITAL FINANCE, INC.,
as Agent

By: 
Name: Guido Cuomo
Title: Authorized Signatory

[Signature Page to Amendment No. 1 to Trademark Security Agreement - Wells Fargo]