

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Holley Performance Products Inc.	01/12/2010
RECEIVING PARTY DATA	
Name:	Navistar, Inc.
Street Address:	4201 Winfield Road
City:	Warrenville
State/Country:	ILLINOIS
Postal Code:	60555
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	11681551
Application Number:	11559067
Patent Number:	7591245
CORRESPONDENCE DATA	
Fax Number:	(630)753-3982
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	630-753-2132
Email:	ptinfo@navistar.com
Correspondent Name:	International Engine Intellectual Proper
Address Line 1:	4201 Winfield Road
Address Line 4:	Warrenville, ILLINOIS 60555
ATTORNEY DOCKET NUMBER:	HOLLEY ASSIGNMENT, N419
NAME OF SUBMITTER:	Jefrey P. Calfa

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Total Attachments: 4
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PATENT AND IP RIGHTS ASSIGNMENT

THIS PATENT ASSIGNMENT is effective as of January 12, 2010.

WHEREAS, Holley Performance Products Inc., a Delaware corporation, located at 1801 Russellville Road, Bowling Green, Kentucky 42101 (the “**Assignor**”), is the owner of the patents and patent applications listed on Schedule A hereto (the “**Patents**”) and those IP Rights defined in the Agreement (further defined below);

WHEREAS, Assignor has agreed to transfer all of its IP Rights, including its rights in and to the Patents to **Navistar, Inc.**, a Delaware corporation, located at 4201 Winfield Road, Warrenville IL, 60555 or any affiliate (the “**Assignee**”), and Assignee has agreed to accept such assignment, on the terms and conditions set forth in the Asset Purchase Agreement between the parties and having an Effective Date of January 5, 2010 (the “**Agreement**”); and

WHEREAS, the parties wish to herein memorialize said assignment, transfer and sale of the Patents to Assignee in a form for recording in the Patent and Trademark Office.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and pursuant to the terms and conditions of the Agreement, Assignor hereby sells, assigns, transfers, and conveys to Assignee, all right, title and interest in and to the IP Rights, including the Patents, and any continuations, continuations-in-part, divisions, reissues, reexaminations, extensions, and foreign patents and patent applications thereof, and any rights to file applications claiming the benefit of one or more of the IP Rights including the Patents and receive patents that issue from said applications and from said applications and from applications included in the Patents and patent applications and pending inventions of IP Rights as yet unprepared or unified, together with all claims for past and future damages by reason of infringement of the same, and together with the right to sue for past and future damages;

AND, Assignor hereby requests the Director of the United States Patent and Trademark Office (the “**Director**”), as well as his or her non-US counterparts in the non-US jurisdictions which exercise authority over any of the IP Rights including the Patents to record this Patent and IP Rights Assignment. Assignor hereby further requests the Director and his or her non-US counterparts to issue any and all patents or other intellectual property resulting from IP Rights, inventions, Patents or from applications claiming the benefit of one or more of the IP Rights including the Patents to Assignee as assignee of the entire interest therein.

At any time, and from time to time at Assignee’s request, Assignor agrees to execute further documents and instruments and to do such other acts as may be necessary or reasonably requested by Assignee to more effectively vest full title in and to the Patents in the Assignee. This Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Assignor and Assignee.

Schedule A


Patents

Title	Application No. Patent No.	Filing Date	Issue Date
AIR VALVE AND METHOD OF USE	7591245	12/23/2008	09/22/2009
AIR VALVE AND METHOD OF USE	11681551	03/02/007	n/a
AIR VALVE AND METHOD OF USE	11559067	11/13/2006	n/a

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their authorized representatives as of the date first set forth above.

ASSIGNOR:

HOLLEY PERFORMANCE PRODUCTS INC.

By:  _____

Name: Thomas W. Tomlinson

Title: Chief Executive Officer

ASSIGNEE:

NAVISTAR, INC.

By: _____

Name: _____

Title: _____

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their authorized representatives as of the date first set forth above.

ASSIGNOR:

HOLLEY PERFORMANCE PRODUCTS INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

NAVISTAR, INC.

By: Richard C. Tarapchak
Name: Richard C. Tarapchak
Title: Vice President

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