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PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date	
LARRY J. TIPTON	03/18/2011	
SHANE WECKERLY	03/18/2011	

RECEIVING PARTY DATA

Name:	HOLLEY PERFORMANCE PRODUCTS, INC.	
Street Address:	1801 RUSSELLVILLE ROAD	
City:	BOWLING GREEN	
State/Country:	KENTUCKY	
Postal Code:	42101	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29387905

CORRESPONDENCE DATA

Fax Number: (404)602-8862

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-955-1500

Email: Ikimsey@hunton.com

Correspondent Name: HUNTON & WILLIAMS LLP

Address Line 1: 1900 K STREET, N.W.

Address Line 2: SUITE 1200

Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20006-1109

ATTORNEY DOCKET NUMBER: 54306.000208

NAME OF SUBMITTER: Betsy LeBel

Total Attachments: 3

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PATENT REEL: 025989 FRAME: 0406

ATTORNEY DOCKET No.: 54306.000208

ASSIGNMENT

WHEREAS, we, Larry J. Tipton, residing 727 Hunters Run Avenue, Bowling Green, KY 42104; and Shane Weckerly, residing at 2901 Hammett Hill Road, Bowling Green KY, 42101, have invented certain new and useful improvements in and to the subject matter of:

THROTTLE VALVE OPENING

described in a United States Design Patent Application filed on March 21, 2011, and accorded Design Application No. 29/387,905;

AND, WHEREAS, Holley Performance Products, Inc., a corporation organized under the laws of the State of Delaware, having a place of business located at 1801 Russellville Road, Bowling Green, KY 42101 (hereinafter "ASSIGNEE"), is desirous of acquiring certain rights to the improvements and under the application;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) or the equivalent thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, we do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, our entire right, title and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto in and to said improvements, said United States provisional application, any other United States applications, including provisional, non-provisional, divisional, renewal, substitute, continuation, reexamination and reissue applications, based in whole or in part on said United States provisional application or in whole or in part on said improvements, any foreign applications, including international and regional applications, based in whole or in part on any of the aforesaid United States provisional or non-provisional applications or in whole or in part on said improvements, and in and to any and all letters patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements or any parts thereof;

AND we hereby authorize and request our agents, Hunton & Williams LLP, 1900 K Street, N.W., Suite 1200, Washington, DC 20006-1109, to insert hereon any identification necessary or desirable for recordation of this document, including the filing date and application number of said application when known;

AND we hereby agree for ourselves and our heirs, executors and administrators to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of said above-referenced application or in the preparation or prosecution of any continuing, substitute, divisional, renewal, reexamination or reissue application or in any amendments, extensions or interference proceedings, or other applications for patents of any region or country, that may be necessary to secure to ASSIGNEE its interest and

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title in and to said improvements or any parts thereof, and in and to said several patents or any of them;

AND we hereby covenant for ourselves and our legal representatives, and agree with said ASSIGNEE, its successors and assigns, that we have granted no right or license to make, use, sell or offer to sell said improvements, to anyone except said ASSIGNEE, that prior to the execution of this deed, our right, title and interest in said improvements had not been otherwise encumbered, and that we have not and will not execute any instrument in conflict therewith;

AND we do hereby authorize and request the Director of the United States Patent and Trademark Office to issue any and all letters patent which may be granted upon said United States applications, or upon said improvements or any parts thereof when granted, to said ASSIGNEE.

IN WITNESS WHEREOF, we have hereunto set our hand and seal.

// .		
County of Warren	1	

State of Kenticty ss:

On this day of Mac , 2011, before me a Notary Public in and for the County and State aforesaid, personally appeared Larry Tipton, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and

deed.

(SEAL)

My Commission Expires: $\frac{1/3}{\sqrt{2}}$

Notary Public

HUNTON & WILLIAMS LLP
INTELLECTUAL PROPERTY DEPARTMENT
1900 K STREET, N.W.
SUITE 1200
WASHINGTON, DC 20006-1109
(202) 955-1500 (TELEPHONE)
(202) 778-2201 (FACSIMILE)

ATTORNEY DOCKET No.: 54306.000208

MARCH 18, 2011 Date	Shane Weckerly
County of Muren ss:	
State of Kenluckey) On this 18th day o	f Mach, 2011, before me a
Notary Public in and for the County and Weckerly, to me known and known to n and sealed the foregoing instrument, and	d State aforesaid, personally appeared Shane ne to be the person of that name, who signed d acknowledged the same to be of his free act
and deed.	Jamiz Miles
(SEAL)	My Commission Expires: 1/31/2012

HUNTON & WILLIAMS LLP
INTELLECTUAL PROPERTY DEPARTMENT
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