503561047 11/09/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3607674

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
LARRY J. TIPTON	11/09/2015
SHANE WECKERLY	11/09/2015

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:	14936017

CORRESPONDENCE DATA

Fax Number: (202)955-1500

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2027782201

Email: sloftis@hunton.com

Correspondent Name: HUNTON & WILLIAMS LLP INTELLECTUAL PROPE

Address Line 1: 2200 PENNSYLVANIA AVENUE, N.W.

Address Line 4: WASHINGTON, D.C. 20037

ATTORNEY DOCKET NUMBER:	54306.000228
NAME OF SUBMITTER:	ROBERT A. KING
SIGNATURE:	/ROBERT A. KING/
DATE SIGNED:	11/09/2015

Total Attachments: 4

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PATENT 503561047 REEL: 036994 FRAME: 0663

Attorney Docket No: 54306,000228

ASSIGNMENT

WHEREAS, WE, Larry J. TIPTON, residing at 727 Hunters Run Avenue, Bowling Green, Kentucky 42104 and Shane WECKERLY, residing at 2901 Hammett Hill Road, Bowling Green, Kentucky 42101, have invented, developed, and/or have rights in the invention(s) (hereinafter "Invention") disclosed in an application for United States Letters Patent entitled:

"LIQUID RESERVOIR SYSTEM AND METHOD"

described in U.S. Provisional Application No. 62/076718 filed November 7, 2014 and in an application for United States Letters Patent filed on November 9, 2015 and accorded Application No. 14936017.

WHEREAS, Holley Performance Products, Inc., a corporation organized under the laws of the United States of America and having a place of business at 1801 Russellville Road, Bowling Green, Kentucky 42101 (hereinafter "Assignee"), is desirous of acquiring the entire right, title, and interest in and to the Invention and in and to the Application.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to Assignee and its successors and assigns, our entire right, title and interest, worldwide, in and to the Invention and the Application, and all patents and applications, worldwide, claiming priority to and/or benefit of, directly or indirectly, or based in whole or in part on, said Application and/or said Invention, including continuations, continuations-in-part, divisionals, reissues, reexaminations, renewals, substitutes, and extensions thereof, and any international and regional applications, based in whole or in part on any of the aforesaid applications or in whole or in part on said Invention, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all utility-model registrations, inventor's certificates, and the like heretofore or hereafter filed, worldwide, for the Invention, and in and to any and all patents (including all extensions, renewals, reexaminations and reissues thereof), worldwide, which have been or may be granted on any of the aforesaid applications or on said Invention or any parts thereof.

AND WE HEREBY covenant and agree for ourselves and our heirs, executors and administrators that we will communicate to Assignee any facts known to us respecting the Invention and the aforementioned applications, sign all lawful papers, testify in any legal proceeding, make all rightful oaths, and take any other actions that may be necessary or desirable to secure to Assignee its right, title, and interest in and to the aforementioned patents, applications and Invention, and generally do everything possible to aid Assignee to obtain and enforce proper patent protection for the Invention and the aforementioned patents and applications;

AND WE HEREBY agree to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of said applications, or in the preparation or prosecution of any continuation, continuation-in-part, divisional, substitute, renewal, reexamination or reissue application or in any amendments, extensions or interference proceedings, or other applications for patents or similar rights of any region or country, that may be necessary to secure 0 to Assignee its interest and title in and to said Invention or any parts thereof, and in and to said applications and patents;

1 of 4

Attorney Docket No: 54306.000228

AND WE HEREBY authorize and request our agents, is Hunton & Williams LLP, whose address, 2200 Pennsylvania Avenue, N.W., Washington, DC 20037-1701, 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 covenant for ourselves and our legal representatives, and agree with said Assignee, its successors and assigns, that we have the full right to convey the entire interest herein assigned, and that we have granted no right or license to make, use, sell or offer to sell said Invention, to anyone except said Assignee, that prior to the execution of this deed, our right, title and interest in said Invention and said Application had not been otherwise encumbered, and that we have not and will not execute any instrument in conflict therewith;

AND WE HEREBY authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty is to issue patents on applications as aforesaid, to issue any and all letters patents which may be granted upon said United States and foreign applications or upon the Invention to the Assignee.

- SIGNATURES BEGIN ON NEXT PAGE -

Attorney Docket No: 54306.000228

11-9-15	Lex 9.2
Date	Larry J. TIPTON

WITNESSES:

Printed Name: MICHAEL E. CALVII

Signature Signature

nature

Printed Name: Jag McKarland

patience 11-9-15 Date

Attorney Docket No: 54306.000228

11-	9	15	
Date			

Shane WECKERLY

WITNESSES:

Printed Name: Michael E. Calvid

Signature

___/ / * / * / */ Date

Printed Name: Jas McFarland

Signature

11-9-15 Date