PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5222252

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
CERBERUS BUSINESS FINANCE, LLC	10/26/2018

RECEIVING PARTY DATA

Name:	HOLLEY PERFORMANCE PRODUCTS INC.
Street Address:	1801 RUSSELLVILLE ROAD
City:	BOWLING GREEN
State/Country:	KENTUCKY
Postal Code:	42101
Name:	QFT HOLDINGS, INC.
Street Address:	1801 RUSSELLVILLE ROAD
City:	BOWLING GREEN
State/Country:	KENTUCKY
Postal Code:	42101
Name:	HOLLEY PERFORMANCE SYSTEMS, INC.
Street Address:	1801 RUSSELLVILLE ROAD
City:	BOWLING GREEN
State/Country:	KENTUCKY
Postal Code:	42101
Name:	MSD LLC
Street Address:	1801 RUSSELLVILLE ROAD
City:	BOWLING GREEN
State/Country:	KENTUCKY
Postal Code:	42101
Name:	ACCEL PERFORMANCE GROUP LLC
Street Address:	1801 RUSSELLVILLE ROAD
City:	BOWLING GREEN
State/Country:	KENTUCKY
Postal Code:	42101
Name:	POWERTEQ LLC
Street Address:	1801 RUSSELLVILLE ROAD
City:	BOWLING GREEN

State/Country:	KENTUCKY
Postal Code:	42101

PROPERTY NUMBERS Total: 87

Property Type	Number
Patent Number:	7806096
Patent Number:	7634983
Patent Number:	D574852
Patent Number:	7343896
Patent Number:	7255331
Patent Number:	7207786
Patent Number:	7168690
Patent Number:	7156625
Patent Number:	D508496
Patent Number:	6874768
Patent Number:	D503724
Patent Number:	6843913
Patent Number:	6792906
Patent Number:	D486409
Patent Number:	6120007
Patent Number:	5890476
Patent Number:	5863470
Patent Number:	5809972
Patent Number:	5807512
Patent Number:	D660892
Patent Number:	D655311
Patent Number:	D654094
Patent Number:	D659714
Patent Number:	D653263
Patent Number:	D649979
Patent Number:	D659164
Patent Number:	D648746
Patent Number:	D677755
Patent Number:	D653676
Patent Number:	7533661
Patent Number:	6913210
Patent Number:	6901888
Patent Number:	6837228
Patent Number:	6535811

Property Type	Number
Patent Number:	6481698
Patent Number:	6378512
Patent Number:	6272428
Patent Number:	6196364
Application Number:	29435549
Application Number:	14154874
Patent Number:	D721389
Application Number:	14156813
Patent Number:	D645058
Patent Number:	D645057
Patent Number:	D645055
Patent Number:	D555668
Patent Number:	D578550
Patent Number:	D543999
Patent Number:	D543555
Patent Number:	9115671
Patent Number:	7836869
Patent Number:	7681562
Patent Number:	7145324
Patent Number:	7050899
Patent Number:	6820602
Patent Number:	6741925
Patent Number:	6721648
Patent Number:	6196208
Patent Number:	6123063
Patent Number:	5575367
Patent Number:	5904130
Patent Number:	5829422
Patent Number:	6058902
Patent Number:	D680134
Patent Number:	D701535
Patent Number:	D696300
Patent Number:	8561283
Patent Number:	5887569
Patent Number:	5803059
Patent Number:	D726531
Application Number:	62092546
Application Number:	62073894

Property Type	Number
Application Number:	29507994
Application Number:	62079188
Application Number:	62079204
Application Number:	62079252
Application Number:	29511358
Application Number:	13469938
Application Number:	13470121
Application Number:	13570041
Application Number:	13611539
Application Number:	13707276
Application Number:	13358781
Application Number:	14032700
Application Number:	14170538
Application Number:	13358805
Application Number:	13358791

CORRESPONDENCE DATA

Fax Number: (202)835-7586

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.

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Email: dcip@milbank.com
Correspondent Name: JAVIER J. RAMOS
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Address Line 2: MILBANK, TWEED, HADLEY & MCCLOY, LLP
Address Line 4: WASHINGTON, D.C. 20006

ATTORNEY DOCKET NUMBER:	31451.00001
NAME OF SUBMITTER:	JAVIER J. RAMOS
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	11/05/2018

Total Attachments: 13
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RELEASE OF PATENT SECURITY AGREEMENT

October 26, 2018

WHEREAS, pursuant to that certain Patent Security Agreement, dated as of September 22, 2015 and attached hereto as Exhibit A (the "Agreement"), the Grantors party thereto (collectively, the "Releasee") created in favor of Cerberus Business Finance, LLC, a Delaware limited liability company (in such capacity, together with its successors and assigns, "Releasor"), as agent for such lending institutions as become Lenders under that certain Credit Agreement, dated as of September 22, 2015, as amended through the date hereof, a security interest in all of the Patent Collateral (as defined in the Agreement);

WHEREAS, the Agreement was recorded with the United States Patent and Trademark Office on September 22, 2015, at Reel 036664, Frame 0148; and

WHEREAS, Releasee has requested and Releasor has agreed to provide this Release of Patent Security Agreement (this "Release") to confirm the release, relinquishment and discharge of Releasor's security interest in the Patent Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Agreement.

2. Release of Security Interest. Releasor hereby, on behalf of itself and the Secured Parties, (i) terminates, releases, relinquishes and discharges its and the Secured Parties' security interest in the Patent Collateral, including without limitation, all of Releasee's right, title and interest in and to the Patent Collateral listed on Schedule I to the Agreement, as well as any other lien or security interest Releasor or any Secured Party may have in the Patent Collateral or any other collateral of Releasee under the Agreement, (ii) terminates the Agreement and (iii) hereby reassigns any and all such right, title and interest that the Releasor or any Secured Party may have in, to or under the Patent Collateral to each of the Grantors.

3. Authorization. Releaseor hereby authorizes Releasee or Releasee's agent to record this Release with the United States Patent and Trademark Office.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Release of Patent Security Agreement to be duly executed as of the date first written above.

CERBERUS BUSINESS FINANCE, LLC

By: _____
Name: Daniel E. Wolf
Title: Chief Executive Officer

EXHIBIT A

[see attached]

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of September 22, 2015, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Cerberus Business Finance, LLC ("Cerberus"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement dated as of September 22, 2015 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") by and among Holley, Holdings, each Subsidiary of Holley listed as a "Borrower" on the signatures pages thereto, and immediately upon the consummation of the Closing Date Acquisition (as defined therein) the other Persons party thereto that are designated as a "Credit Party" from time to time, the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), the Collateral Agent, and PNC Bank, National Association ("PNC") as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Collateral Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement, pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security

interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its U.S. issued and pending Patents and IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, or other violation thereof.

Section 3. Excluded Property. Notwithstanding anything contained herein, the Collateral does not include any "intent to use" Trademarks or any other Intellectual Property if the grant, attachment or enforcement of a Lien on or security interest in such Intellectual Property would impair the validity or enforceability, or result in the cancellation or voiding of such Intellectual Property or any Intellectual Property issuing therefrom.

Section 4. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents subject to a security interest hereunder.

Section 6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Patent Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

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

GRANTORS:

HOLLEY PERFORMANCE PRODUCTS INC.
QFT HOLDINGS, INC.
HOLLEY PERFORMANCE SYSTEMS, INC.
MSD LLC
ACCEL PERFORMANCE GROUP LLC
POWERTEQ LLC

By: _____
Name: Ulric T. Sullivan
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

CERBERUS BUSINESS FINANCE, LLC,
as Collateral Agent

By: _____
Name: Daniel E. Wolf
Title: President

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. ISSUED PATENTS and PATENT APPLICATIONS

Title	Country	Applic. No./ Filing Date	Patent No./ Issue Date
Holley Performance Products Inc. (formerly belonging to Demon Fuel Systems, Inc.)			
In-line induction system for internal combustion engine	U.S.	11/810212 6/5/2007	7806096 10/5/2010
Fuel inducted and injected inlet runners for combustion engine with flow modifiers for subdividing fuel droplets	U.S.	11/762095 6/13/2007	7634983 12/22/2009
Carburetor air filter	U.S.	29/217994 11/23/2004	D574852 8/12/2008
Carburetor valve control linkage[1]	U.S.	11/397793 4/4/2006	7343896 3/18/2008
Carburetor with adjustable air bypass	U.S.	10/966770 10/15/2004	7255331 8/14/2007
Fuel pump with filter-absent safety valve and universal inlet and outlet	U.S.	11/006171 12/7/2004	7207786 4/24/2007
Multiple circuit - single valve metering system for carburetor	U.S.	10/994143 11/19/2004	7168690 1/30/2007
Fuel pump with filter-absent safety valve and universal inlet and outlet	U.S.	10/696938 10/30/2003	7156625 1/2/2007
Carburetor	U.S.	29/185106 6/23/2003	D508496 8/16/2005
Transfer tube for carburetor fuel bowls	U.S.	10/774102 2/6/2004	6874768 4/5/2005
Valve cover for internal combustion engine	U.S.	29/170910 11/13/2002	D503724 4/5/2005
Fuel filter with leak avoidance plug	U.S.	10/656983 9/5/2003	6843913 1/18/2005
Anti-stain intake manifold and fill neck for internal combustion engine	U.S.	10/651060 8/28/2003	6792906 9/21/2004
Fuel pressure regulator	U.S.	29/169250 10/16/2002	D486409 2/10/2004
Carburetor with color-coded interchangeable components	U.S.	09/047072 3/24/1998	6120007 9/19/2000
Fuel delivery nozzle	U.S.	08/908338 8/7/1997	5890476 4/6/1999
Carburetor with replaceable Venturi sleeves	U.S.	08/801721 2/14/1997	5863470 1/26/1999

[1] Patent is held jointly by Demon Fuel Systems, Inc. and inventor Scott B. Alm.

Title	Country	Applic. No./ Filing Date	Patent No./ Issue Date
Venturi-assisted fuel injection carburetor system	U.S.	08/899342 7/23/1997	5809972 9/22/1998
Carburetor with replaceable booster Venturis	U.S.	08/824420 3/26/1997	5807512 9/15/1998
Holley Performance Products Inc.			
Oil pan	U.S.	29/400560 8/30/2011	D660892 5/29/2012
Carburetor main body	U.S.	29/400551 8/30/2011	D655311 3/6/2012
Intake manifold	U.S.	29/400554 8/30/2011	D654094 2/14/2012
Carburetor throttle body	U.S.	29/397980 7/25/2011	D659714 5/15/2012
Carburetor metering body and bowl vent	U.S.	29/397983 7/25/2011	D653263 1/31/2012
Carburetor float bowl	U.S.	29/397981 7/25/2011	D649979 12/6/2011
Winged down leg booster for a carburetor	U.S.	29/397978 7/25/2011	D659164 5/8/2012
Carburetor	U.S.	29/388573 3/30/2011	D648746 11/15/2011
Throttle valve opening	U.S.	29/387905 3/21/2011	D677755 3/12/2013
Engine Coil Cover	U.S.	29/386673 3/3/2011	D653676 2/7/2012
Intake manifold plate adapter	U.S.	11/186848 7/22/2005	7533661 5/19/2009
Fuel injector nozzle adapter	U.S.	09/964779 9/28/2001	6913210 7/5/2005
Fuel injector nozzle adapter	U.S.	10/628103 7/28/2003	6901888 6/7/2005
Fuel injector nozzle adapter	U.S.	10/286843 11/4/2002	6837228 1/4/2005
System and method for real-time electronic engine control	U.S.	09/699407 10/31/2000	6535811 3/18/2003
Dual barrel carburetor for motorcycles	U.S.	09/711080 11/14/2000	6481698 11/19/2002
Discharge nitrous oxide and fuel injection plate	U.S.	09/703728 11/2/2000	6378512 4/30/2002
Method and system for engine ignition for timing controlled on a per cylinder basis	U.S.	09/429478 10/29/1999	6272428 8/7/2001
Brake bleeder check valve	U.S.	09/227079 1/5/1999	6196364 3/6/2001
Next Generation Dominator	U.S.	29/435,549 10/25/2012	
Inline pump assembly and method	U.S.	14/154874 1/14/2014	

Title	Country	Applic. No./ Filing Date	Patent No./ Issue Date
Carburetor Main Body	U.S.	29/478722 01/08/2014	D721389 1/20/2015
Fuel injection throttle body	U.S.	14/156813 1/16/2014	
Carburetor main body	U.S.	29/478722 1/8/2014	D721389 1/20/2015
QFT Holdings, Inc.			
Automobile fuel pump	U.S.	29/372,494 11/29/2010	D645,058 9/13/2011
Automobile fuel pump	U.S.	29/372,493 11/29/2010	D645,057 9/13/2011
Automobile fuel pump	U.S.	29/372,492 11/29/2010	D645,055 9/13/2011
Carburetor main body	U.S.	29/262,425 6/29/2006	D555,668 11/20/2007
Carburetor main body	U.S.	29/292,210 10/2/2007	D578,550 10/14/2008
Carburetor float bowl	U.S.	29/244,462 12/8/2005	D543999 6/5/2007
Carburetor float bowl	U.S.	29/244,461 12/8/2005	D543555 5/29/2007
Hybrid carburetor and fuel injection assembly for an internal combustion engine	U.S.	13/671196 11/07/2012	9115671 8/25/2015

Registered Owner	Title	Application Number	Filing Date
QFT HOLDINGS, INC.	HYBRID CARBURETOR AND FUEL INJECTION ASSEMBLY FOR AN INTERNAL COMBUSTION ENGINE	13/671196	11/07/2012
HOLLEY PERFORMANCE PRODUCTS INC.	INLINE PUMP ASSEMBLY AND METHOD	14/154874	1/14/2014
HOLLEY PERFORMANCE PRODUCTS INC.	NEXT GENERATION DOMINATOR	29/435549	10/25/2012
HOLLEY PERFORMANCE PRODUCTS INC.	CARBURETOR MAIN BODY (DESIGN PATENT)	29/478722	01/08/2014

US Patents – Owned by MSD LLC					
Our Ref.	Title	Patent No.	Filing Date	Issue Date	Recorded Owner
069	Multiple Primary Coil Ignition System And Method	7,836,869	02/03/2010	11/23/2010	MSD LLC
070	Multiple Primary Coil Ignition	7,681,562	01/31/2008	03/23/2010	MSD LLC

	System And Method				
071	System And Method For Driving A Tachometer	7,145,324	11/10/2004	12/05/2006	MSD LLC
072	Slew Rate Revlimiter	7,050,899	03/24/2004	05/23/2006	MSD LLC
073	High Energy Ignition Method And System	6,820,602	11/26/2003	11/23/2004	MSD LLC
074	User Interface For Electronic Controller And Timing Sensor	6,741,925	06/14/2001	05/25/2004	MSD LLC
075	Method And Apparatus For Controlling A Motorcycle Engine	6,721,648	08/14/2001	04/13/2004	MSD LLC
076	Digital Ignition	6,196,208	10/30/1998	03/06/2001	MSD LLC
077	Stacker Ignition System	6,123,063	04/29/1999	09/26/2000	MSD LLC

US Patents – Owned by Accel Performance Group LLC

Our Ref.	Title	Patent No.	Filing Date	Issue Date	Recorded Owner
003	Uniform High Force Clutch	5,575,367	07/31/1995	11/19/1996	Accel Performance Group LLC
004	Gaseous Fuel Injection System	5,904,130	05/06/1997	05/18/1999	Accel Performance Group LLC
005	Lightweight, High-Power Magneto System	5,829,422	07/16/1997	11/03/1998	Accel Performance Group LLC
006	Ignition Coil Output Pulse Controlled Power Switch For Internal Combustion Engine	6,058,902	08/10/1998	05/09/2000	Accel Performance Group LLC
007	Fuel Pump	D680,134	04/23/2012	04/16/2013	Accel Performance Group LLC
008	Motorcycle Ignition Coil Assembly	D701,535	01/31/2013	03/25/2014	Accel Performance Group LLC
009	Fuel Pump	D696,300	03/22/2013	12/24/2013	Accel Performance Group LLC
011A	Method To Provide A Universal Bellhousing Between An Engine And Transmission Of A Vehicle	8,561,283	10/27/2008	10/22/2013	Accel Performance Group LLC
068	Centrifugal Fuel Distributor	5,887,569	07/17/1997	03/30/1999	Accel Performance Group LLC
069	Automotive Intermediate Ignition Signal Converter	5,803,059	06/23/1997	09/08/1998	Accel Performance Group LLC
076	Headlocking Bolt - Design Patent	D726,531	11/01/2013	04/14/2015	Accel Performance Group LLC

US Patent Applications – Owned by MSD LLC

Our Ref.	Title	Application No.	Filing Date	Publication No.	Recorded Owner
002	System And Method For Tracking And Implementing Emission Offsets	62/092,546	12/16/2014	N/A	MSD LLC
004	Air Intake Manifold	62/073,894	10/31/2014	N/A	MSD LLC
004A	Air Intake Manifold	29/507,994	10/31/2014	N/A	MSD LLC
010	Throttle Body Fuel Injection System Having A Common-Port Fuel Injector	62/079,188	11/13/2014	N/A	MSD LLC
011	Cam-Actuated Adjustable Secondary Linkage	62/079,204	11/13/2014	N/A	MSD LLC
012	Air Bleed Emulsification System For Use With Fuel Injectors	62/079,252	11/13/2014	N/A	Assignment to MSD LLC not yet recorded (in process)
068	Ignition Coil Cover System	29/511,358	12/10/2014	N/A	MSD LLC
079	Throttle Body Fuel Injection System With Improved Idle Air Control	13/469,938	05/11/2012	2013/0298868	MSD LLC

US Patent Applications – Owned by MSD LLC					
Our Ref.	**Title**	**Application No.**	**Filing Date**	**Publication No.**	**Recorded Owner**
080	Throttle Body Fuel Injection System With Improved Fuel Distribution	13/470,121	05/11/2012	2013/0298871	MSD LLC
081	Engine Control Using An Asynchronous Data Bus	13/570,041	08/08/2012	2014/0046574	MSD LLC
082	Self-Tuning Electronic Fuel Injection System	13/611,539	09/12/2012	2014/0074377	MSD LLC
083	Fuel Rail-Cooled Engine Control System	13/707,276	12/06/2012	2014/0158091	MSD LLC
US Patent Applications – Owned by Accel Performance Group LLC					
Our Ref.	**Title**	**Application No.**	**Filing Date**	**Publication No.**	**Recorded Owner**
010	Automotive Flywheel With Fins To Increase Airflow Through Clutch, Method Of Make Same, And Heat Management Method	13/358,781	01/26/2012	2012/0186386	Accel Performance Group LLC
011B	Method, System, And Apparatus To Provide For Universal Bellhousing Between Engine And Transmission Of Vehicle	14/032,700	09/20/2013	2014/0020505	Accel Performance Group LLC
012	Motorcycle Ignition Coil Assembly	14/170,538	01/31/2014	2014/0209077	Accel Performance Group LLC
070	Perforated Clutch Disc And Heat Management Method	13/358,805	01/26/2012	2012/0186935	Accel Performance Group LLC
090	Clutch Assembly Cover, Method of Making Same, and Optional Heat Management	13/358,791	01/26/2012	2012/0186936	Accel Performance Group LLC
US Patent Applications – Owned by Powerteq LLC					
Our Ref.	**Title**	**Application No.**	**Filing Date**	**Publication No.**	**Recorded Owner**
005	Method and Apparatus for Programming ECU	TBD	TBD	TBD	Powerteq LLC (application filing in progress)