

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
Holley Performance Products Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Limited Liability Company

Citizenship: DE
Execution Date(s) June 7, 2012
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Capital Finance, Inc.

Internal Address:
Street Address: 100 Park Avenue, 14th Floor
City: New York
State: NY
Country: USA Zip: 10017

Association Citizenship:
 General Partnership Citizenship:
 Limited Partnership Citizenship:
 Corporation Citizenship: CA
 Other ___ Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s) See Attached Exhibit A B. Trademark Registration No.(s) See Attached Exhibit A
Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:
Name: Susan O'Brien

Internal Address: CT Lien Solutions
Street Address: 187 Wolf Road, Suite 101
City: Albany
State: NY Zip: 12205
Phone Number: 800-342-3676
Fax Number: 800-962-7049
Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 6 US Marks

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$165 -
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1640
Expiration Date 10/13

b. Deposit Account Number
Authorized User Name:

9. Signature: Kareem Ansley June 8, 2012
Signature Date

Kareem Ansley
Name of Person Signing



Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450









OP \$165.00 8558469

EXHIBIT A
TO
AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
EARL'S	Canada	1501400 10/27/2010	TMA809079 10/14/2011	Registered
HOLLEY (Stylized)	Canada	0244095 1/30/1958	TMA111654 9/26/1958	Registered
HOLLEY and Design	Chile	736292 7/13/2006	768898 7/9/2006	Registered
HOLLEY LS FEST	U.S.	76/704736 9/30/2010	3963919 5/24/2011	Registered
HOLLEY LSFEST.COM and Design 	U.S.	76/704735 9/30/2010	3960251 5/17/2011	Registered
HOOKER	U.S.	85/081598 7/9/2010	4003776 7/26/2011	Registered
HOOKER	U.S.	85/081591 7/9/2010	4080865 1/3/2012	Registered
LS FEST	U.S.	76/704738 9/30/2010	3963920 5/24/2011	Registered
NOS and Design 	Chile	929259 11/15/2010	927023 8/2/2011	Registered

Trademark Applications

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
NOS NITROUS OXIDE SYSTEMS and Design 	Japan	2012-004695. 1/26/2012	—	Pending
NOS and Design 	Brazil	827941021 11/10/2005	—	Pending
NOS and Design 	Chile	929260 11/15/2010	—	Pending
NOS and Design 	International Registration Japan		1062874 11/11/2010	Pending
NOS and Design 	International Registration Australia		1062874 11/11/2010	Pending
NOS and Design 	International Registration China		1062874 11/11/2010	Pending
NOS and Design 	International Registration European Community		1062874 11/11/2010	Pending
NOS and Design 	South Africa	2011/08516 4/11/2011	—	Pending
NOS	South Africa	2011/08515 4/11/2011	—	Pending
HOLLEY	International Registration Australia		1058584 11/11/2010	Pending
HOLLEY	International Registration China		1058584 11/11/2010	Pending

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
HOLLEY	International Registration European Community		1058584 11/11/2010	Pending
STEALTH	U.S.	85/584690 3/30/2012	—	Pending

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AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated June 7, 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 June 22, 2010 (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 of even date herewith (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.

HOLLEY PERFORMANCE PRODUCTS 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]

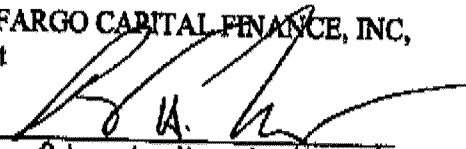
TRADEMARK
REEL: 004802 FRAME: 0836

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

HOLLEY PERFORMANCE PRODUCTS INC., as
Grantor

By: _____
Name: _____
Title: _____

WELLS FARGO CAPITAL FINANCE, INC,
as Agent

By: 
Name: Robert H. Milhorat
Title: Director

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