

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOLLEY PERFORMANCE PRODUCTS INC.		12/08/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4580269	SNIPER M O T O R S P O R T S	
Serial Number:	86413524	HOOKER	
Serial Number:	76979268	SNIPER MOTORSPORTS	
Serial Number:	86063147	SWIVEL-SEAL	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>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.</i>			
Phone:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	330 N. Wabash Street, Suite 2800		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	025646-0708		
NAME OF SUBMITTER:	Zeynep Gieseke		
SIGNATURE:	/zg/		
DATE SIGNED:	12/08/2014		
Total Attachments: 5			

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AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT TO TRADEMARK SECURITY AGREEMENT ("Amendment"), dated as of December 8, 2014 is entered into by and between HOLLEY PERFORMANCE PRODUCTS INC. ("Grantor") and GENERAL ELECTRIC CAPITAL CORPORATION, as administrative agent ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Guaranty and Security Agreement dated as of October 24, 2013 (the "Guaranty and Security Agreement") by and among the Grantor, Agent and the other parties thereto, the parties hereto previously entered into that certain Trademark Security Agreement dated as of October 24, 2013 (the "Existing Trademark Security Agreement") which was filed with the United States Patent and Trademark Office on October 25, 2013 at Reel 5139, Frame 0743. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Guaranty and Security Agreement.

WHEREAS, Grantor desires to amend the Existing Trademark Security Agreement to reflect the addition of certain Collateral listed on Schedule I attached hereto.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Amendment to Existing Trademark Security Agreement. "Schedule I to Trademark Security Agreement" appended to the Existing Trademark Security Agreement is hereby amended by adding the Collateral listed on Schedule I attached hereto.

2. Absence of Waiver or Setoff.

2.1. No Waiver. Agent and Grantor agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Existing Trademark Security Agreement or any other Loan Document.

2.2. Acknowledgment of Liabilities. Grantor acknowledges and agrees that there is no defense, setoff or counterclaim of any kind, nature or description to the Secured Obligations or the payment thereof when due.

3. Representations. Grantor hereby represents and warrants to Agent that:

(i) Grantor is a corporation duly organized, validly existing, and in good standing under the laws of the state of its incorporation; and

(ii) this Amendment is a legal, valid, and binding obligation of Grantor, enforceable against Grantor in accordance with its terms, except as may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization,

receivership, moratorium or similar laws of general applicability relating to or limiting creditors' rights generally or by general equity principles.

4. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment.

(ii) This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

(iii) The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Amendment, 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).

(iv) All obligations of Grantor and rights of Agent that are expressed herein, shall be in addition to and not in limitation of those provided by applicable law.


(v) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(vi) This Amendment shall be binding upon Grantor and Agent and their respective successors and assigns, and shall inure to the benefit of Grantor and Agent and the successors and assigns of Agent.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

HOLLEY PERFORMANCE PRODUCTS INC.,
as Grantor

By: 

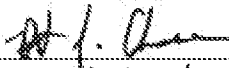
Name: Thomas W. Tomlinson

Title: President and Chief Executive Officer

[Signature Page to Amendment to Trademark Security Agreement]

TRADEMARK
REEL: 005415 FRAME: 0573

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 
Name: Brent J. Chase
Title: Its Duly Authorized Signatory

Trademark Registrations

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
HOLLEY PERFORMANCE PRODUCTS INC.	SNIPER MOTORSPORTS	4580269	08/05/2014

Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
HOLLEY PERFORMANCE PRODUCTS INC.	HOOKER	86413524	10/02/2014
HOLLEY PERFORMANCE PRODUCTS INC.	SNIPER MOTORSPORTS	76979268	05/23/2011
HOLLEY PERFORMANCE PRODUCTS INC.	SWIVEL-SEAL	86063147	09/12/2013