

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355928

| | | | |
|------------------------------------|---|--|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Holley Performance Products Inc. | | 09/22/2015 | CORPORATION: DELAWARE |
| QFT Holdings, Inc. | | 09/22/2015 | CORPORATION: DELAWARE |
| Holley Performance Systems, Inc. | | 09/22/2015 | CORPORATION: DELAWARE |
| Diablosport, LLC | | 09/22/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| MSD LLC | | 09/22/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| Accel Performance Group LLC | | 09/22/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| Racepak LLC | | 09/22/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| Powerteq LLC | | 09/22/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Cerberus Business Finance, LLC, as collateral agent | | |
| Street Address: | 875 Third Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 267 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86000900 | BG BARRY GRANT FUEL SYSTEMS | |
| Serial Number: | 86000943 | BG BARRY GRANT FUEL SYSTEMS | |
| Serial Number: | 86000972 | BG BARRY GRANT FUEL SYSTEMS | |
| Serial Number: | 77300372 | BG BARRY GRANT FUEL SYSTEMS | |
| Serial Number: | 85686520 | DEMON FUEL SYSTEMS | |
| Serial Number: | 75802253 | DEMON CARBURETION CARBURETION INNOVATION | |
| Serial Number: | 78466431 | IDLE-EZE | |
| Serial Number: | 75754240 | NITROUS WORKS | |
| TRADEMARK | | | |

CH \$6690.00 86000900

| Property Type | Number | Word Mark |
|----------------|----------|-----------------------------|
| Serial Number: | 75236059 | POWER WING |
| Serial Number: | 75803970 | RED RELEASE |
| Serial Number: | 74728728 | THE POWERFUEL SYSTEMS! |
| Serial Number: | 75236056 | VFI |
| Serial Number: | 76708765 | DEMON CARBURETION |
| Serial Number: | 85683171 | DEMON FUEL SYSTEMS |
| Serial Number: | 76708366 | MIGHTY DEMON |
| Serial Number: | 86219895 | RACINGHEART |
| Serial Number: | 76708363 | ROAD DEMON |
| Serial Number: | 76708365 | SPEED DEMON |
| Serial Number: | 85501701 | STREET DEMON |
| Serial Number: | 76675838 | 4150 HP |
| Serial Number: | 76676019 | 4500 DOMINATOR HP |
| Serial Number: | 75207657 | AFTERBURNER |
| Serial Number: | 77814983 | AVENGER EFI |
| Serial Number: | 76676013 | BLACK |
| Serial Number: | 86369889 | BLACK WIDOW |
| Serial Number: | 86219878 | BLACKHEART |
| Serial Number: | 76676015 | BLUE |
| Serial Number: | 74257671 | CHEATER |
| Serial Number: | 78508643 | COMMANDER 950 |
| Serial Number: | 85685591 | COYOTE FEST |
| Serial Number: | 73201174 | DOMINATOR |
| Serial Number: | 75349741 | DOMINATOR |
| Serial Number: | 77814999 | DOMINATOR EFI |
| Serial Number: | 75586262 | DOUBLE PUMPER |
| Serial Number: | 73436906 | EARL'S |
| Serial Number: | 74129580 | EARL'S |
| Serial Number: | 73436904 | EARL'S |
| Serial Number: | 75779143 | EARL'S |
| Serial Number: | 73436905 | EARL'S |
| Serial Number: | 74136085 | EARL'S |
| Serial Number: | 73436753 | EARL'S |
| Serial Number: | 73439174 | EARL'S PERFORMANCE PRODUCTS |
| Serial Number: | 76691894 | EARL'S SUPPLY CO. |
| Serial Number: | 74258652 | FLARE JET |
| Serial Number: | 74478599 | FLOWTECH |
| Serial Number: | 76673123 | FLOWTECH EXHAUST |

| Property Type | Number | Word Mark |
|----------------|----------|---------------------------------|
| Serial Number: | 74257672 | FOGGER |
| Serial Number: | 85520516 | FUEL YOUR PASSION |
| Serial Number: | 74257889 | FUNNEL JET |
| Serial Number: | 85961583 | HOLLEY 94 |
| Serial Number: | 73018549 | HOLLEY |
| Serial Number: | 73097370 | HOLLEY |
| Serial Number: | 71195061 | HOLLEY |
| Serial Number: | 75009602 | HOLLEY |
| Serial Number: | 76691971 | HOLLEY |
| Serial Number: | 74364454 | HOLLEY |
| Serial Number: | 73182411 | HOLLEY |
| Serial Number: | 73018606 | HOLLEY |
| Serial Number: | 76675513 | HOLLEY BLACK ELECTRIC FUEL PUMP |
| Serial Number: | 76675516 | HOLLEY BLUE ELECTRIC FUEL PUMP |
| Serial Number: | 76701707 | HOLLEY EFI |
| Serial Number: | 76701705 | HOLLEY EFI |
| Serial Number: | 76673752 | HOLLEY EQUIPPED |
| Serial Number: | 76704736 | HOLLEY LS FEST |
| Serial Number: | 76704735 | HOLLEY LSFEST.COM |
| Serial Number: | 76675514 | HOLLEY RED ELECTRIC FUEL PUMP |
| Serial Number: | 76699879 | HOLLEY REMAN |
| Serial Number: | 85081598 | HOOKER |
| Serial Number: | 85081591 | HOOKER |
| Serial Number: | 86413524 | HOOKER |
| Serial Number: | 75065251 | HOOKER HEADERS |
| Serial Number: | 76691972 | HOOKER HEADERS |
| Serial Number: | 76691893 | HOOKER HEADERS |
| Serial Number: | 75065250 | HOOKER HEADERS |
| Serial Number: | 75097305 | HYPERFIRM |
| Serial Number: | 75353168 | I LOVE MY HOOKER HEADERS |
| Serial Number: | 76704738 | LS FEST |
| Serial Number: | 86260705 | LS FEST WEST |
| Serial Number: | 73018656 | M/T |
| Serial Number: | 76675517 | MODEL 4160 |
| Serial Number: | 76675511 | MODEL 4175 |
| Serial Number: | 76288580 | NO TROUBLE |
| Serial Number: | 74257661 | NOS |
| Serial Number: | 74258656 | NOS |

| Property Type | Number | Word Mark |
|----------------|----------|------------------------------|
| Serial Number: | 76691969 | NOS |
| Serial Number: | 74461374 | NOS NITROUS OXIDE SYSTEMS |
| Serial Number: | 76288868 | POWERSHOT |
| Serial Number: | 74257673 | POWERSHOT |
| Serial Number: | 74306189 | PRO-JECTION |
| Serial Number: | 74257670 | PRO-SHOT |
| Serial Number: | 74257902 | PRO-SHOT FOGGER |
| Serial Number: | 74631897 | PURPLE HORNIES |
| Serial Number: | 76673129 | RAPTOR |
| Serial Number: | 76676014 | RED |
| Serial Number: | 75732427 | SNIPER |
| Serial Number: | 76686298 | SNIPER |
| Serial Number: | 76110429 | SOLO-BLEED |
| Serial Number: | 76676998 | SPEED WARRIOR |
| Serial Number: | 76685828 | SPEED WARRIOR BY W WEIAND |
| Serial Number: | 85584690 | STEALTH |
| Serial Number: | 73076451 | STREET DOMINATOR |
| Serial Number: | 76676997 | STREET WARRIOR |
| Serial Number: | 76685824 | STREET WARRIOR BY WEIAND |
| Serial Number: | 75349914 | STRIP DOMINATOR |
| Serial Number: | 74257664 | SUPER POWERSHOT |
| Serial Number: | 75556034 | SYSTEMAX |
| Serial Number: | 76671266 | TEAM G |
| Serial Number: | 85750824 | TERMINATOR |
| Serial Number: | 85750623 | TERMINATOR |
| Serial Number: | 74257662 | TOP SHOT |
| Serial Number: | 73777197 | TRICK KIT |
| Serial Number: | 75210015 | TUNED FLOW |
| Serial Number: | 74108511 | VOLUMAX |
| Serial Number: | 74382843 | W WEIAND |
| Serial Number: | 75207658 | WARLOCK |
| Serial Number: | 76685671 | WARRIOR |
| Serial Number: | 76685819 | W WEIAND WARRIOR |
| Serial Number: | 74382844 | WEIAND |
| Serial Number: | 76691960 | WEIAND |
| Serial Number: | 76685670 | WEIAND WARRIOR |
| Serial Number: | 85586682 | STEALTH |
| Serial Number: | 76979259 | SNIPER M O T O R S P O R T S |

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Serial Number: | 76979268 | SNIPER MOTORSPORTS |
| Serial Number: | 86063147 | SWIVEL-SEAL |
| Serial Number: | 86403812 | TERMINATOR |
| Serial Number: | 86718559 | |
| Serial Number: | 86722495 | BRAID BUDDY |
| Serial Number: | 86718451 | FROSTBITE PERFORMANCE COOLING |
| Serial Number: | 86718540 | FROSTBITE PERFORMANCE COOLING |
| Serial Number: | 86738227 | HOLLEY XP TUNER |
| Serial Number: | 86738263 | HOLLEY XP TUNER |
| Serial Number: | 86484938 | HYDRAMAT |
| Serial Number: | 86554904 | RACE DEMON |
| Serial Number: | 86677856 | WEIAND |
| Serial Number: | 76707697 | SNIPER MOTORSPORTS |
| Serial Number: | 76707698 | SNIPER M O T O R S P O R T S |
| Serial Number: | 76707731 | SNIPER MOTORSPORTS PRECISION PERFORMANCE |
| Serial Number: | 86403822 | DOMINATOR |
| Serial Number: | 86406282 | TRACK WARRIOR |
| Serial Number: | 85766100 | BLACK DIAMOND |
| Serial Number: | 86037265 | FOUR DOOR |
| Serial Number: | 86432166 | QUICK COOL |
| Serial Number: | 86432170 | QUICK COOL |
| Serial Number: | 85444669 | QUICK FUEL T E C H N O L O G Y |
| Serial Number: | 85444643 | SLAYER |
| Serial Number: | 76603216 | |
| Serial Number: | 76585906 | DIABLOSPORT |
| Serial Number: | 76700759 | INTUNE |
| Serial Number: | 76639032 | MAF.IA. |
| Serial Number: | 76652856 | MAFIA |
| Serial Number: | 76640986 | POWER PUCK |
| Serial Number: | 76563108 | PREDATOR |
| Serial Number: | 76652854 | TRINITY |
| Registration Number: | 4180888 | MSD |
| Registration Number: | 4254904 | ATOMIC EFI |
| Registration Number: | 3231310 | E-CURVE |
| Registration Number: | 3124493 | MSD POWERSPORTS |
| Registration Number: | 3133800 | TCD |
| Registration Number: | 3190745 | MSD IGNITION |
| Registration Number: | 3155939 | MSD 6ALN |

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------|
| Registration Number: | 3155938 | MSD IGNITION |
| Registration Number: | 3155937 | MSD IGNITION RACING |
| Registration Number: | 3319112 | SF STREET FIRE |
| Registration Number: | 3427307 | SF STREET FIRE |
| Registration Number: | 2431063 | SUPER CONDUCTOR |
| Registration Number: | 2424645 | MSD PRO-DATA |
| Registration Number: | 2278834 | HELI-CORE |
| Registration Number: | 2299279 | MSD |
| Registration Number: | 2339620 | PRO MAG |
| Registration Number: | 4385623 | DYNAFORCE |
| Registration Number: | 4394055 | DYNAFORCE |
| Registration Number: | 0533982 | M |
| Registration Number: | 0904683 | LLAKEWOOD INDUSTRIES |
| Registration Number: | 0917573 | TRACTION...ACTION! |
| Registration Number: | 0922281 | ACCEL |
| Registration Number: | 0924091 | BFL |
| Registration Number: | 1068426 | UNILITE |
| Registration Number: | 1131664 | THE PERFORMANCE PEOPLE |
| Registration Number: | 1244189 | MALLORY IGNITION |
| Registration Number: | 1278689 | PROMASTER |
| Registration Number: | 1281295 | HYFIRE |
| Registration Number: | 1354807 | MR. GASKET CO. G |
| Registration Number: | 1376500 | THE PERFORMANCE PEOPLE |
| Registration Number: | 1436237 | SPRINTMAG |
| Registration Number: | 1436239 | SPRINTMAG |
| Registration Number: | 1441045 | PRO WIRE |
| Registration Number: | 1441046 | SPRINT WIRE |
| Registration Number: | 1443988 | HYFIRE |
| Registration Number: | 1458008 | SUPER-MAG |
| Registration Number: | 1480470 | PRO SIDEWINDER |
| Registration Number: | 1513340 | COMP 9000 |
| Registration Number: | 1517021 | COMP 9000 |
| Registration Number: | 1555684 | COMP PUMP |
| Registration Number: | 1620861 | M |
| Registration Number: | 1645921 | COMP FILTER |
| Registration Number: | 1645922 | COMP FILTER |
| Registration Number: | 2218663 | CALMAP |
| Registration Number: | 2439848 | ULTRA-SEAL |

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------|
| Registration Number: | 2514329 | HAYS |
| Registration Number: | 2655488 | PROCONNECT |
| Registration Number: | 2787074 | PROCONNECT |
| Registration Number: | 2911870 | SUPER-TRUCK |
| Registration Number: | 2946816 | ACCEL ELIMINATOR |
| Registration Number: | 3278231 | E-SPARK |
| Registration Number: | 3578895 | LAKWOOD |
| Registration Number: | 3595514 | OES ENGINEERED QUALITY & FIT |
| Registration Number: | 3668392 | MALLORY |
| Registration Number: | 3675095 | DFI |
| Registration Number: | 3735667 | MR. G GASKET CO. |
| Registration Number: | 3783198 | ACCEL |
| Registration Number: | 3801947 | COPPERSEAL |
| Registration Number: | 3875286 | MALLORY |
| Registration Number: | 3914562 | MMX MODERN MUSCLE |
| Registration Number: | 3920463 | SLM SELF LEARNING MODULE |
| Registration Number: | 4190295 | ULTRA-SEAL |
| Registration Number: | 4218481 | FIRE STORM |
| Registration Number: | 4269005 | QWIKLINKS |
| Registration Number: | 4313217 | ENDURANCE PLUS |
| Registration Number: | 4323573 | FIRE STORM |
| Registration Number: | 4323575 | FIRE STORM |
| Registration Number: | 4368501 | ENDURANCE PLUS |
| Registration Number: | 4639584 | SUPERCOIL |
| Registration Number: | 4254059 | SMARTWIRE |
| Registration Number: | 4254006 | SMARTWIRE |
| Registration Number: | 3718910 | G2XPRO |
| Registration Number: | 3214574 | G2X |
| Registration Number: | 1656136 | RACEPAK |
| Registration Number: | 3936081 | MAINTENANCE MANAGER |
| Registration Number: | 3153781 | TRAIL JAMMER |
| Registration Number: | 3125691 | EDGE PRODUCTS |
| Registration Number: | 3089580 | MICRO TUNER |
| Registration Number: | 3117080 | JUICE |
| Registration Number: | 3912662 | SUPERCHIPS RACING |
| Registration Number: | 3445708 | CORTEX |
| Registration Number: | 3241136 | SUPERCHIPS |
| Registration Number: | 3356808 | FLASHPAQ |

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------------------|
| Registration Number: | 3352887 | FLASHPAQ |
| Registration Number: | 4316083 | TRAILDASH |
| Registration Number: | 4333769 | VIVID |
| Registration Number: | 4333770 | VIVID LINQ |
| Registration Number: | 4185581 | VIVID PAQ |
| Registration Number: | 4255150 | IHAWK |
| Registration Number: | 4332592 | VIGILANTE |
| Registration Number: | 4024312 | MAINTENANCE MANAGER |
| Registration Number: | 4063502 | MILEAGE COACH |
| Registration Number: | 3114255 | ATTITUDE |
| Registration Number: | 3081307 | SUPERCHIPS INC. |
| Registration Number: | 3049069 | EDGE |
| Serial Number: | 86359198 | ATOMIC AIR FORCE |
| Serial Number: | 86286195 | GET 'EM IN YOUR HEAD |
| Serial Number: | 86230396 | BRAINWAVE VEHICLE MANAGEMENT NETWORK |
| Serial Number: | 86230460 | BW |
| Serial Number: | 86031667 | BRAINWAVE |
| Serial Number: | 86372470 | HAYS |
| Serial Number: | 86118270 | HEADLOCK |
| Serial Number: | 86165369 | L LAKEWOOD INDUSTRIES |
| Serial Number: | 86165370 | L LAKEWOOD INDUSTRIES |
| Serial Number: | 86592616 | ELITE EFI |
| Serial Number: | 86660380 | SUPERTUNER |
| Serial Number: | 86660381 | STEALTH SUPERTUNER |
| Serial Number: | 78360255 | ADVANCED POWER SYSTEM |
| Serial Number: | 76697244 | EDGE RACING |
| Serial Number: | 76697262 | EDGE RACING |
| Serial Number: | 77216461 | MAX FUELER |
| Serial Number: | 76691311 | MILEAGE XS |
| Serial Number: | 73369163 | STREET STACKS |
| Serial Number: | 74378396 | SUPER CHIP |

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 212-765-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

TRADEMARK

REEL: 005628 FRAME: 0288

Address Line 2: 25th Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 014951-1582

NAME OF SUBMITTER: Scott Kareff (014951-1582)

SIGNATURE: /kc for sk/

DATE SIGNED: 09/22/2015

Total Attachments: 19

source=Trademark Security Agreement for Holley Performance Products Inc. and others#page1.tif
source=Trademark Security Agreement for Holley Performance Products Inc. and others#page2.tif
source=Trademark Security Agreement for Holley Performance Products Inc. and others#page3.tif
source=Trademark Security Agreement for Holley Performance Products Inc. and others#page4.tif
source=Trademark Security Agreement for Holley Performance Products Inc. and others#page5.tif
source=Trademark Security Agreement for Holley Performance Products Inc. and others#page6.tif
source=Trademark Security Agreement for Holley Performance Products Inc. and others#page7.tif
source=Trademark Security Agreement for Holley Performance Products Inc. and others#page8.tif
source=Trademark Security Agreement for Holley Performance Products Inc. and others#page9.tif
source=Trademark Security Agreement for Holley Performance Products Inc. and others#page10.tif
source=Trademark Security Agreement for Holley Performance Products Inc. and others#page11.tif
source=Trademark Security Agreement for Holley Performance Products Inc. and others#page12.tif
source=Trademark Security Agreement for Holley Performance Products Inc. and others#page13.tif
source=Trademark Security Agreement for Holley Performance Products Inc. and others#page14.tif
source=Trademark Security Agreement for Holley Performance Products Inc. and others#page15.tif
source=Trademark Security Agreement for Holley Performance Products Inc. and others#page16.tif
source=Trademark Security Agreement for Holley Performance Products Inc. and others#page17.tif
source=Trademark Security Agreement for Holley Performance Products Inc. and others#page18.tif
source=Trademark Security Agreement for Holley Performance Products Inc. and others#page19.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK 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).

WITNESSETH:

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 Trademark 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 Trademark 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 "Trademark Collateral"):

(a) all of its U.S. Trademarks, registration and all application for registration thereof and IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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 Trademark 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 Trademark 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 Trademarks subject to a security interest hereunder.

Section 6. Counterparts. This Trademark 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 Trademark 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).

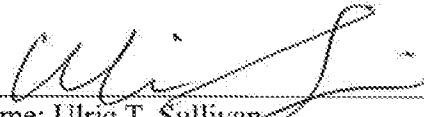
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark 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.
DIABLOSPORT, LLC
MSD LLC
ACCEL PERFORMANCE GROUP LLC
RACEPAK 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
TRADEMARK SECURITY AGREEMENT




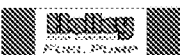


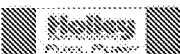
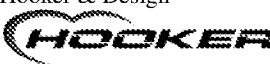
Trademark Registrations






1. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS





| Mark | Jurisdiction | Serial No./ Filing Date | Reg. No./ Reg. Date |
|---|--------------|----------------------------|--------------------------|
| Holley Performance Products Inc. (formerly trademarks of Demon Fuel Systems, Inc.) | | | |
| BG BARRY GRANT FUEL SYSTEMS | U.S. | 86/000900 July 2, 2013 | 4612199 09/30/2014 |
| BG BARRY GRANT FUEL SYSTEMS | U.S. | 86/000943 July 2, 2013 | 4612200 09/30/2014 |
| BG BARRY GRANT FUEL SYSTEMS AND DESIGN | U.S. | 86/000972 July 2, 2013 | 4612201 09/30/2014 |
| BG BARRY GRANT FUEL SYSTEMS and Design  | U.S. | 77/300372 10/10/2007 | 3556041 1/6/2009 |
| DEMON FUEL SYSTEMS & Design | U.S. | 85686520 July 25, 2012 | 4316374 April 9, 2013 |
| DEMON CARBURETION CARBURETION INNOVATION ... NOTHING ELSE! | U.S. | 75/802253 9/20/1999 | 2368810 7/18/2000 |
| IDLE-EZE | U.S. | 78/466431 8/12/2004 | 2998261 9/20/2005 |
| NITROUS WORKS | U.S. | 75/754240 7/19/1999 | 2442018 4/10/2001 |
| POWER WING | U.S. | 75/236059 2/4/1997 | 2425428 1/30/2001 |
| RED RELEASE | U.S. | 75/803970 9/17/1999 | 2436559 3/20/2001 |
| THE POWERFUEL SYSTEMS! | U.S. | 74/728728 9/13/1995 | 2023390 12/17/1996 |
| VFI | U.S. | 75/236056 2/4/1997 | 2196512 10/13/1998 |
| DEMON CARBURETION and Design  | U.S. | 76/708765 8/17/2011 | 4217997 10/02/2012 |
| DEMON FUEL SYSTEMS | U.S. | 85/683,171 07/20/2012 | 4448646 12/10/2013 |
| MIGHTY DEMON | U.S. | 76/708366 7/15/2011 | 4254156 12/04/2012 |
| RACINGHEART | U.S. | 86/219895 03/13/2014 | |

| Mark | Jurisdiction | Serial No./ Filing Date | Reg. No./ Reg. Date |
|--|--------------|----------------------------|------------------------|
| ROAD DEMON | U.S. | 76/708363 7/15/2011 | 4254155 12/04/2012 |
| SPEED DEMON | U.S. | 76/708365 7/15/2011 | 4250293 11/27/2012 |
| STREET DEMON | U.S. | 85/501701 12/22/2011 | 4433106 11/12/2013 |
| Holley Performance Products Inc. | | | |
| 4150 HP | U.S. | 76/675838 4/23/2007 | 4426943 11/05/2013 |
| 4500 DOMINATOR HP | U.S. | 76/676019 4/26/2007 | 3367510 1/15/2008 |
| AFTERBURNER | U.S. | 75/207657 12/3/1996 | 2248039 5/25/1999 |
| AVENGER EFI | U.S. | 77/814983 8/28/2009 | 3931930 3/15/2011 |
| BLACK | U.S. | 76/676013 4/26/2007 | 3364165 1/8/2008 |
| BLACK WIDOW | U.S. | 86/369889 8/18/2014 | |
| BLACKHEART | U.S. | 86/219,878 03/13/2014 | |
| BLUE | U.S. | 76/676015 4/26/2007 | 3364167 1/8/2008 |
| CHEATER | U.S. | 74/257671 3/23/1992 | 1738012 12/8/1992 |
| COMMANDER 950 | U.S. | 78/508643 10/29/2004 | 3084704 4/25/2006 |
| COYOTE FEST | U.S. | 85/685,591 07/24/2012 | |
| DOMINATOR | U.S. | 73/201174 1/24/1979 | 1133503 4/22/1980 |
| DOMINATOR | U.S. | 75/349741 9/2/1997 | 2346330 5/2/2000 |
| DOMINATOR EFI | U.S. | 77/814999 8/28/2009 | 3931931 3/15/2011 |
| DOUBLE PUMPER | U.S. | 75/586262 11/10/1998 | 2735009 7/8/2003 |
| EARL'S | U.S. | 73/436906 7/29/1983 | 1295677 9/18/1984 |
| EARL'S | U.S. | 74/129580 1/11/1991 | 1723592 10/13/1992 |
| EARL'S | U.S. | 73/436904 7/29/1983 | 1293499 9/4/1984 |
| EARL'S and Design  | U.S. | 75/779143 8/19/1999 | 2471006 7/24/2001 |


| Mark | Jurisdiction | Serial No./ Filing Date | Reg. No./ Reg. Date |
|--|--------------|----------------------------|------------------------|
| EARL'S and Design  | U.S. | 73/436905 7/29/1983 | 1295676 9/18/1984 |
| EARL'S and Design  | U.S. | 74/136085 2/4/1991 | 1706754 8/11/1992 |
| EARL'S and Design  | U.S. | 73/436753 7/29/1983 | 1297124 9/18/1984 |
| EARL'S PERFORMANCE PRODUCTS | U.S. | 73/439174 8/15/1983 | 1293522 9/4/1984 |
| EARL'S SUPPLY CO. | U.S. | 76/691894 8/7/2008 | 3559440 1/13/2009 |
| FLARE JET | U.S. | 74/258652 3/24/1992 | 1873100 1/10/1995 |
| FLOWTECH | U.S. | 74/478599 1/12/1994 | 1930646 10/31/1995 |
| FLOWTECH EXHAUST and Design  | U.S. | 76/673123 2/26/2007 | 3379944 2/12/2008 |
| FOGGER | U.S. | 74/257672 3/23/1992 | 1737970 12/8/1992 |
| FUEL YOUR PASSION | U.S. | 85,520,516 01/19/2012 | 4318393 04/09/2013 |
| FUNNEL JET | U.S. | 74/257889 3/23/1992 | 1873099 1/10/1995 |
| HOLLEY 94 | U.S. | 85961583 06/17/2013 | |
| HOLLEY | U.S. | 73/018549 4/11/1974 | 1021903 10/7/1975 |
| HOLLEY | U.S. | 73/097370 8/23/1976 | 1062188 3/29/1977 |
| HOLLEY | U.S. | 71/195061 4/5/1924 | 0188941 9/9/1924 |
| HOLLEY | U.S. | 75/009602 10/16/1995 | 2023526 12/17/1996 |
| HOLLEY | U.S. | 76/691971 8/12/2008 | 3684772 9/22/2009 |
| HOLLEY (Stylized) Holley | U.S. | 74/364454 3/3/1993 | 1844076 7/12/1994 |




| Mark | Jurisdiction | Serial No./ Filing Date | Reg. No./ Reg. Date |
|--|--------------|----------------------------|------------------------|
| HOLLEY (Stylized)  | U.S. | 73/182411 8/17/1978 | 1120891 6/26/1979 |
| HOLLEY (Stylized)  | U.S. | 73/018606 4/11/1974 | 1020361 9/16/1975 |
| HOLLEY BLACK ELECTRIC FUEL PUMP and Design  | U.S. | 76/675513 4/16/2007 | 3364148 1/8/2008 |
| HOLLEY BLUE ELECTRIC FUEL PUMP and Design  | U.S. | 76/675516 4/16/2007 | 3364150 1/8/2008 |
| HOLLEY EFI | U.S. | 76/701707 2/19/2010 | 3957984 5/10/2011 |
| HOLLEY EFI | U.S. | 76/701705 2/19/2010 | 3961992 5/17/2011 |
| HOLLEY EQUIPPED and Design  | U.S. | 76/673752 3/8/2007 | 3328289 11/6/2007 |
| HOLLEY LS FEST | U.S. | 76/704736 9/30/2010 | 3963919 5/24/2011 |
| HOLLEY LSFEST.COM and Design  | U.S. | 76/704735 9/30/2010 | 3960251 5/17/2011 |
| HOLLEY RED ELECTRIC FUEL PUMP and Design  | U.S. | 76/675514 4/16/2007 | 3364149 1/8/2008 |
| HOLLEY REMAN | U.S. | 76/699879 10/15/2009 | 3797957 6/8/2010 |
| HOOKER | U.S. | 85/081598 7/9/2010 | 4003776 7/26/2011 |
| HOOKER | U.S. | 85/081591 7/9/2010 | 4080865 1/3/2012 |
| Hooker & Design  | U.S. | 86/413524 10/02/2014 | 4767690 07/17/2015 |
| HOOKER HEADERS | U.S. | 75/065251 2/29/1996 | 2075292 7/1/1997 |
| HOOKER HEADERS | U.S. | 76/691972 8/12/2008 | 3589536 3/17/2009 |
| HOOKER HEADERS | U.S. | 76/691893 8/7/2008 | 4115107 3/20/2012 |




| Mark | Jurisdiction | Serial No./ Filing Date | Reg. No./ Reg. Date |
|--|--------------|----------------------------|------------------------|
| HOOKER HEADERS and Design  | U.S. | 75/065250 2/29/1996 | 2075291 7/1/1997 |
| HYPERFIRM | U.S. | 75/097305 5/1/1996 | 2112989 11/11/1997 |
| I LOVE MY HOOKER HEADERS and Design  | U.S. | 75/353168 9/8/1997 | 2351121 5/23/2000 |
| LS FEST | U.S. | 76/704738 9/30/2010 | 3963920 5/24/2011 |
| LS FEST WEST | U.S. | 86/260705 04/23/2014 | |
| M/T (Stylized)  | U.S. | 73/018656 4/12/1974 | 1016317 7/22/1975 |
| MODEL 4160 | U.S. | 76/675517 4/16/2007 | 4426942 11/05/2013 |
| MODEL 4175 | U.S. | 76/675511 4/16/2007 | 4426941 11/05/2013 |
| NO TROUBLE | U.S. | 76/288580 7/23/2001 | 2692318 3/4/2003 |
| NOS | U.S. | 74/257661 3/23/1992 | 1738011 12/8/1992 |
| NOS and Design  | U.S. | 74/258656 3/24/1992 | 1725069 10/20/1992 |
| NOS and Design  | U.S. | 76/691969 8/12/2008 | 3593599 3/24/2009 |
| NOS NITROUS OXIDE SYSTEMS | U.S. | 74/461374 11/18/1993 | 1895895 5/30/1995 |
| POWERSHOT | U.S. | 76/288868 7/24/2001 | 2538268 2/12/2002 |
| POWERSHOT | U.S. | 74/257673 3/23/1992 | 1727069 10/27/1992 |
| PRO-JECTION | U.S. | 74/306189 8/21/1992 | 1778849 6/29/1993 |
| PRO-SHOT | U.S. | 74/257670 3/23/1992 | 1738145 12/8/1992 |
| PRO-SHOT FOGGER | U.S. | 74/257902 3/23/1992 | 1798486 10/12/1993 |
| PURPLE HORNIES | U.S. | 74/631897 2/9/1995 | 2076101 7/1/1997 |

| Mark | Jurisdiction | Serial No./ Filing Date | Reg. No./ Reg. Date |
|---|--------------|----------------------------|------------------------|
| RAPTOR (Stylized)  | U.S. | 76/673129 2/26/2007 | 3333289 11/13/2007 |
| RED | U.S. | 76/676014 4/26/2007 | 3364166 1/8/2008 |
| SNIPER | U.S. | 75/732427 6/18/1999 | 2351813 5/23/2000 |
| SNIPER and Design  | U.S. | 76/686298 1/30/2008 | 3486880 8/19/2008 |
| SOLO-BLEED | U.S. | 76/110429 8/16/2000 | 2490552 9/18/2001 |
| SPEED WARRIOR | U.S. | 76/676998 5/17/2007 | 3680103 9/8/2009 |
| SPEED WARRIOR BY W WEIAND and Design  | U.S. | 76/685828 1/16/2008 | 3861137 10/12/2010 |
| STEALTH | U.S. | 85/584690 3/30/2012 | — |
| STREET DOMINATOR | U.S. | 73/076451 2/6/1976 | 1066680 5/31/1977 |
| STREET WARRIOR | U.S. | 76/676997 5/17/2007 | 3647963 6/30/2009 |
| STREET WARRIOR BY WEIAND and Design  | U.S. | 76/685824 1/16/2008 | 3568034 1/27/2009 |
| STRIP DOMINATOR | U.S. | 75/349914 9/2/1997 | 2493739 10/2/2001 |
| SUPER POWERSHOT | U.S. | 74/257664 3/23/1992 | 1727068 10/27/1992 |
| SYSTEMAX | U.S. | 75/556034 9/21/1998 | 2305840 1/4/2000 |
| TEAM G | U.S. | 76/671266 1/11/2007 | 3322236 10/30/2007 |
| TERMINATOR | U.S. | 85/750/824 10/10/2012 | 4429875 11/05/2013 |
| TERMINATOR | U.S. | 85/750,623 10/10/2012 | 4441301 11/26/2013 |
| TOP SHOT | U.S. | 74/257662 3/23/1992 | 1769711 5/11/1993 |
| TRICK KIT | U.S. | 73/777197 1/30/1989 | 1557635 9/26/1989 |
| TUNED FLOW | U.S. | 75/210015 12/9/1996 | 2119778 12/9/1997 |

| Mark | Jurisdiction | Serial No./ Filing Date | Reg. No./ Reg. Date |
|--|--------------|----------------------------|------------------------|
| VOLUMAX | U.S. | 74/108511 10/19/1990 | 1730640 11/10/1992 |
| W WEIAND (Stylized)  | U.S. | 74/382843 4/21/1993 | 1866730 12/13/1994 |
| WARLOCK | U.S. | 75/207658 12/3/1996 | 2173826 7/14/1998 |
| WARRIOR | U.S. | 76/685671 1/11/2008 | 3619710 5/12/2009 |
| W WEIAND WARRIOR and Design  | U.S. | 76/685819 1/16/2008 | 3619711 5/12/2009 |
| WEIAND | U.S. | 74/382844 4/21/1993 | 1867992 12/20/1994 |
| WEIAND | U.S. | 76/691960 8/12/2008 | 3652774 7/7/2009 |
| WEIAND WARRIOR | U.S. | 76/685670 1/11/2008 | 3619709 5/12/2009 |
| STEALTH and Design  | U.S. | 85586682 4/2/2012 | — |
| SNIPER MOTORSPORTS & Design | U.S. | 76979259 05/23/2011 | 4580269 08/05/2014 |
| SNIPER MOTORSPORTS | U.S. | 76979268 05/23/2011 | 4621333 10/14/2014 |
| SWIVEL-SEAL | U.S. | 86063147 09/12/2013 | 4661878 12/30/2014 |
| TERMINATOR | U.S. | 86403812 09/23/2014 | |
| BEAR HEAD DESIGN ONLY | U.S. | 86718559 08/07/2015 | |
| BRAID BUDDY | U.S. | 86722495 08/12/2015 | |
| FROSTBITE PERFORMANCE COOLING | U.S. | 86718451 08/07/2015 | |
| FROSTBITE PERFORMANCE COOLING DESIGN | U.S. | 86718540 08/07/2015 | |
| HOLLEY XP TUNER | U.S. | 86738227 08/26/2015 | |
| HOLLEY XP TUNER DESIGN | U.S. | 86738263 08/26/2015 | |
| HYDRAMAT | U.S. | 86484938 12/18/2014 | |
| RACE DEMON | U.S. | 86554904 03/05/2015 | |

| Mark | Jurisdiction | Serial No./ Filing Date | Reg. No./ Reg. Date |
|---|--------------|----------------------------|------------------------|
| WEIAND | U.S. | 86677856 06/29/2015 | |
| Assigned to Holley Performance Products Inc. by Sniper Motorsports, Inc. | | | |
| SNIPER MOTORSPORTS | U.S. | 76/707697 5/23/2011 | 4183485 07/31/2012 |
| SNIPER MOTORSPORTS and Design  | U.S. | 76/707698 5/23/2011 | 4183486 07/31/2012 |
| SNIPER MOTORSPORTS PRECISION PERFORMANCE and Design  | U.S. | 76/707731 5/24/2011 | 4183487 07/31/2012 |
| DOMINATOR | U.S. | 86/403822 9/23/2014 | Pending |
| TRACK WARRIOR | U.S. | 86/406282 9/25/2014 | Pending |
| QFT Holdings, Inc. | | | |
| BLACK DIAMOND | U.S. | 85/766,100 10/29/2012 | 4441329 11/26/2013 |
| FOUR DOOR | U.S. | 86037265 08/14/2013 | 4639447 11/18/2014 |
| QUICK COOL | U.S. | 86/432166 10/23/2014 | |
| QUICK COOL & Design | U.S. | 86/432170 10/23/2014 | |
| QUICK FUEL TECHNOLOGY  | U.S. | 85444669 10/11/2011 | 4374423 7/30/2013 |
| SLAYER | U.S. | 85444643 10/11/2011 | 4203662 9/4/2012 |


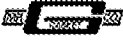


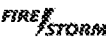



| Marks owned by DIABLOSPORT, LLC | Jurisdiction | Application No. Filing Date | Registration No. Registration Date |
|---|--------------|--------------------------------|---------------------------------------|
|  | U.S. | 76603216 19-JUL-2004 | 3025697 13-DEC-2005 |
| DIABLOSPORT | U.S. | 76585906 09-APR-2004 | 2947507 10-MAY-2005 |
| INTUNE | U.S. | 76700759 09-DEC-2009 | 3970811 31-MAY-2011 |
|  | U.S. | 76639032 19-MAY-2005 | 3089289 09-MAY-2006 |
|  | U.S. | 76652856 04-JAN-2006 | 3398912 18-MAR-2008 |


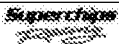
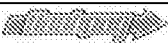




| Marks owned by DIABLOSPORT, LLC | Jurisdiction | Application No. Filing Date | Registration No. Registration Date |
|---|--------------|--------------------------------|---------------------------------------|
|  | U.S. | 76640986 16-JUN-2005 | 3195484 09-JAN-2007 |
|  | U.S. | 76563108 21-NOV-2003 | 3031066 20-DEC-2005 |
|  | U.S. | 76652854 04-JAN-2006 | 3481085 05-AUG-2008 |



| Registered Owner | Mark | Registration Number | Registration Date |
|----------------------------------|-------------------------------|---------------------|-------------------|
| HOLLEY PERFORMANCE PRODUCTS INC. | SNIPER MOTORSPORTS AND DESIGN | 4580269 | 08/05/2014 |
| 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 |




| US Trademark Registrations – Owned by MSD LLC | | | | |
|---|---|------------------|-------------------|----------------|
| Our Ref. | Mark | Registration No. | Registration Date | Recorded Owner |
| 020 |  | 4,180,888 | 07/24/2012 | MSD LLC |
| 021 | ATOMIC EFI | 4,254,904 | 12/04/2012 | MSD LLC |
| 022 | E-CURVE | 3,231,310 | 04/17/2007 | MSD LLC |
| 023 | MSD POWERSPORTS | 3,124,493 | 08/01/2006 | MSD LLC |
| 024 | TCD | 3,133,800 | 08/22/2006 | MSD LLC |
| 028 | MSD IGNITION | 3,190,745 | 01/02/2007 | MSD LLC |
| 029 | MSD 6ALN | 3,155,939 | 10/17/2006 | MSD LLC |
| 030 | MSD IGNITION | 3,155,938 | 10/17/2006 | MSD LLC |
| 031 | MSD IGNITION RACING | 3,155,937 | 10/17/2006 | MSD LLC |
| 032 | SF STREET FIRE | 3,319,112 | 10/23/2007 | MSD LLC |
| 033 |  | 3,427,307 | 05/13/2008 | MSD LLC |
| 034 | SUPER CONDUCTOR | 2,431,063 | 02/27/2001 | MSD LLC |
| 035 | MSD PRO-DATA | 2,424,645 | 01/30/2001 | MSD LLC |
| 036 | HELI-CORE | 2,278,834 | 09/21/1999 | MSD LLC |
| 037 | MSD | 2,299,279 | 12/14/1999 | MSD LLC |
| 038 | PRO MAG | 2,339,620 | 04/11/2000 | MSD LLC |
| 041 |  | 4,385,623 | 08/13/2013 | MSD LLC |
| 042 | DYNAFORCE | 4,394,055 | 08/27/2013 | MSD LLC |
| US Trademark Registrations – Owned by Accel Performance Group LLC | | | | |
| Our Ref. | Mark | Registration No. | Registration Date | Recorded Owner |




| | | | | |
|-----|---|-----------|------------|-----------------------------|
| 013 |  | 0,533,982 | 11/28/1950 | Accel Performance Group LLC |
| 014 |  | 904,683 | 12/22/1970 | Accel Performance Group LLC |
| 015 | TRACTION...ACTION! | 0,917,573 | 08/03/1971 | Accel Performance Group LLC |
| 016 |  | 0,922,281 | 10/19/1971 | Accel Performance Group LLC |
| 017 | BFL | 0,924,091 | 11/23/1971 | Accel Performance Group LLC |
| 018 | UNILITE | 1,068,426 | 06/28/1977 | Accel Performance Group LLC |
| 019 | THE PERFORMANCE PEOPLE | 1,131,664 | 03/11/1980 | Accel Performance Group LLC |
| 020 |  | 1,244,189 | 07/05/1983 | Accel Performance Group LLC |
| 022 | PROMASTER | 1,278,689 | 05/22/1984 | Accel Performance Group LLC |
| 023 | HYFIRE | 1,281,295 | 06/12/1984 | Accel Performance Group LLC |
| 024 |  | 1,354,807 | 08/20/1985 | Accel Performance Group LLC |
| 025 | THE PERFORMANCE PEOPLE | 1,376,500 | 12/24/1985 | Accel Performance Group LLC |
| 026 | SPRINTMAG | 1,436,237 | 04/14/1987 | Accel Performance Group LLC |
| 027 |  | 1,436,239 | 04/14/1987 | Accel Performance Group LLC |
| 028 | PRO WIRE | 1,441,045 | 06/02/1987 | Accel Performance Group LLC |
| 029 | SPRINT WIRE | 1,441,046 | 06/02/1987 | Accel Performance Group LLC |
| 030 |  | 1,443,988 | 06/23/1987 | Accel Performance Group LLC |
| 031 | SUPER-MAG | 1,458,008 | 09/22/1987 | Accel Performance Group LLC |
| 032 | PRO SIDEWINDER | 1,480,470 | 03/15/1988 | Accel Performance Group LLC |
| 033 |  | 1,513,340 | 11/22/1988 | Accel Performance Group LLC |
| 034 | COMP 9000 | 1,517,021 | 12/20/1988 | Accel Performance Group LLC |
| 035 | COMP PUMP | 1,555,684 | 09/12/1989 | Accel Performance Group LLC |
| 036 |  | 1,620,861 | 11/06/1990 | Accel Performance Group LLC |
| 037 | COMP FILTER | 1,645,921 | 05/28/1991 | Accel Performance Group LLC |
| 038 |  | 1,645,922 | 05/28/1991 | Accel Performance Group LLC |
| 039 | CALMAP | 2,218,663 | 01/19/1999 | Accel Performance Group LLC |
| 040 | ULTRA-SEAL | 2,439,848 | 04/03/2001 | Accel Performance Group LLC |
| 041 |  | 2,514,329 | 12/04/2001 | Accel Performance Group LLC |
| 042 | PROCONNECT | 2,655,488 | 12/03/2002 | Accel Performance Group LLC |
| 043 | PROCONNECT | 2,787,074 | 11/25/2003 | Accel Performance Group LLC |



| 045 | SUPER-TRUCK | 2,911,870 | 12/14/2004 | Accel Performance Group LLC |
|--|---|------------------|-------------------|-----------------------------|
| 046 | ACCEL ELIMINATOR | 2,946,816 | 05/03/2005 | Accel Performance Group LLC |
| 047 | E-SPARK | 3,278,231 | 08/07/2007 | Accel Performance Group LLC |
| 048 | LAKWOOD | 3,578,895 | 02/24/2009 | Accel Performance Group LLC |
| 050 |  | 3,595,514 | 03/24/2009 | Accel Performance Group LLC |
| 051 | MALLORY | 3,668,392 | 08/18/2009 | Accel Performance Group LLC |
| 052 | DFI | 3,675,095 | 09/01/2009 | Accel Performance Group LLC |
| 053 |  | 3,735,667 | 01/12/2010 | Accel Performance Group LLC |
| 054 | ACCEL | 3,783,198 | 05/04/2010 | Accel Performance Group LLC |
| 055 | COPPERSEAL | 3,801,947 | 06/15/2010 | Accel Performance Group LLC |
| 056 | MALLORY | 3,875,286 | 11/16/2010 | Accel Performance Group LLC |
| 057 |  | 3,914,562 | 02/01/2011 | Accel Performance Group LLC |
| 058 | SLM SELF LEARNING MODULE | 3,920,463 | 02/15/2011 | Accel Performance Group LLC |
| 059 | ULTRA-SEAL | 4,190,295 | 08/14/2012 | Accel Performance Group LLC |
| 060 |  | 4,218,481 | 10/02/2012 | Accel Performance Group LLC |
| 061 | QWIKLINKS | 4,269,005 | 01/01/2013 | Accel Performance Group LLC |
| 062 | ENDURANCE PLUS | 4,313,217 | 04/02/2013 | Accel Performance Group LLC |
| 063 |  | 4,323,573 | 04/23/2013 | Accel Performance Group LLC |
| 064 | FIRE STORM | 4,323,575 | 04/23/2013 | Accel Performance Group LLC |
| 065 |  | 4,368,501 | 07/16/2013 | Accel Performance Group LLC |
| 066 | SUPERCOIL | 4,639,584 | 11/18/2014 | Accel Performance Group LLC |
| US Trademark Registrations – Owned by Racepak LLC | | | | |
| Our Ref. | Mark | Registration No. | Registration Date | Recorded Owner |
| 002 |  | 4,254,059 | 12/04/2012 | Racepak LLC |
| 003 | SMARTWIRE | 4,254,006 | 12/04/2012 | Racepak LLC |
| 004 | G2XPRO | 3,718,910 | 12/01/2009 | Racepak LLC |
| 005 |  | 3,214,574 | 03/06/2007 | Racepak LLC |
| 006 | RACEPAK | 1,656,136 | 09/10/1991 | Racepak LLC |
| US Trademark Registrations – Owned by Powerteq LLC | | | | |
| Our Ref. | Mark | Registration No. | Registration Date | Recorded Owner |
| 009 | MAINTENANCE MANAGER | 3,936,081 | 03/22/2011 | PowerTeq, LLC |

| | | | | |
|-----|---|-----------|------------|---------------|
| 010 | TRAIL JAMMER | 3,153,781 | 10/10/2006 | PowerTeq, LLC |
| 011 |  | 3,125,691 | 08/08/2006 | PowerTeq, LLC |
| 012 | MICRO TUNER | 3,089,580 | 05/09/2006 | PowerTeq, LLC |
| 013 | JUICE | 3,117,080 | 07/18/2006 | PowerTeq, LLC |
| 014 |  | 3,912,662 | 02/01/2011 | PowerTeq, LLC |
| 015 | CORTEX | 3,445,708 | 06/10/2008 | PowerTeq, LLC |
| 016 | SUPERCHIPS | 3,241,136 | 05/15/2007 | PowerTeq, LLC |
| 017 |  | 3,356,808 | 12/18/2007 | PowerTeq, LLC |
| 018 | FLASHPAQ | 3,352,887 | 12/11/2007 | PowerTeq, LLC |
| 019 |  | 4,316,083 | 04/09/2013 | PowerTeq, LLC |
| 020 | VIVID | 4,333,769 | 05/14/2013 | PowerTeq, LLC |
| 021 |  | 4,333,770 | 05/14/2013 | PowerTeq, LLC |
| 022 |  | 4,185,581 | 08/07/2012 | PowerTeq, LLC |
| 023 | IHAWK | 4,255,150 | 12/04/2012 | PowerTeq, LLC |
| 024 | VIGILANTE | 4,332,592 | 05/07/2013 | PowerTeq, LLC |
| 025 |  | 4,024,312 | 09/13/2011 | PowerTeq, LLC |
| 026 | MILEAGE COACH | 4,063,502 | 11/29/2011 | PowerTeq, LLC |
| 027 | ATTITUDE | 3,114,255 | 07/11/2006 | PowerTeq, LLC |
| 028 | SUPERCHIPS INC. | 3,081,307 | 04/18/2006 | PowerTeq, LLC |
| 029 | EDGE | 3,049,069 | 01/24/2006 | PowerTeq, LLC |

| US Trademark Applications – Owned by MSD LLC | | | | |
|--|---|-----------------|---|-----------------------------|
| Our Ref. | Mark | Application No. | Filing Date | Recorded Owner |
| 014 | ATOMIC AIR FORCE | 86/359,198 | 08/06/2014 | MSD LLC |
| 015 | GET 'EM IN YOUR HEAD | 86/286,195 | 05/20/2014 | MSD LLC |
| 016 |  | 86/230,396 | 03/24/2014; published for opposition 09/02/2014 | MSD LLC |
| 017 |  | 86/230,460 | 03/24/2014; "DEAD" abandonment date 01/06/2015 | MSD LLC |
| 040 | BRAINWAVE | 86/031,667 | 08/07/2013; published for opposition 10/15/2013 | MSD LLC |
| US Trademark Applications – Owned by Accel Performance Group LLC | | | | |
| Our Ref. | Mark | Application No. | Filing Date | Recorded Owner |
| 071 | HAYS | 86/372,470 | 08/20/2014 | Accel Performance Group LLC |
| 072 | HEADLOCK | 86/118,270 | 11/13/2013; published | Accel Performance Group |

| US Trademark Applications – Owned by MSD LLC | | | | |
|--|---|-----------------|--|--------------------------------|
| Our Ref. | Mark | Application No. | Filing Date | Recorded Owner |
| | | Reg # 4,773,588 | for opposition 09/02/2014; registered 07/14/2015 | LLC |
| 073 |  | 86/165,369 | 01/14/2014; published for opposition 06/30/2015 | Accel Performance Group LLC |
| 074 |  | 86/165,370 | 01/14/2014; published for opposition 06/30/2015 | Accel Performance Group LLC |
| 080 |  | 86/592,616 | 04/09/2015 | Accel Performance Group LLC |
| 088 | SUPERTUNER | 86/660,380 | 06/12/2015 | Accel Performance Group LLC |
| 089 | STEALTH SUPERTUNER | 86/660,381 | 06/12/2015 | Accel Performance Group LLC |

| Trademark / Design | Jurisdiction | App. # | Reg. # | Filing Date | Reg. Date | Status | Owner |
|---|--------------|----------|---------|-------------|-------------|------------|-----------------------------|
| ADVANCED POWER SYSTEM | U.S. Federal | 78360255 | 3005053 | 30-JAN-2004 | 04-OCT-2005 | Registered | MSD, LLC |
|  | U.S. Federal | 76697244 | 3717226 | 06-MAY-2009 | 01-DEC-2009 | Registered | POWERTEQ, LLC |
| EDGE RACING | U.S. Federal | 76697262 | 3717227 | 06-MAY-2009 | 01-DEC-2009 | Registered | POWERTEQ, LLC |
|  | U.S. Federal | 86592616 | | 09-APR-2015 | | Pending | Accel Performance Group LLC |
| MAX FUELER | U.S. Federal | 77216461 | 3584022 | 27-JUN-2007 | 03-MAR-2009 | Registered | Accel Performance Group LLC |
|  | U.S. Federal | 76691311 | 3696241 | 15-JUL-2008 | 13-OCT-2009 | Registered | POWERTEQ, LLC |
| STREET STACKS | U.S. Federal | 73369163 | 1267881 | 11-JUN-1982 | 21-FEB-1984 | Registered | Accel Performance Group LLC |
| SUPER CHIP | U.S. Federal | 74378396 | 1876383 | 09-APR-1993 | 31-JAN-1995 | Registered | POWERTEQ, LLC |

| Marks owned by DIABLOSPORT, LLC | Jurisdiction | Application No. Filing Date | Registration No. Registration Date |
|---|--------------|--------------------------------|---------------------------------------|
|  | U.S. | 76603216 19-JUL-2004 | 3025697 13-DEC-2005 |
| DIABLOSPORT | U.S. | 76585906 09-APR-2004 | 2947507 10-MAY-2005 |
| INTUNE | U.S. | 76700759 09-DEC-2009 | 3970811 31-MAY-2011 |
|  | U.S. | 76639032 19-MAY-2005 | 3089289 09-MAY-2006 |

| Marks owned by DIABLOSPORT, LLC | Jurisdiction | Application No. Filing Date | Registration No. Registration Date |
|---------------------------------|--------------|--------------------------------|---------------------------------------|
| MAFia | U.S. | 76652856 04-JAN-2006 | 3398912 18-MAR-2008 |
| POWER POG | U.S. | 76640986 16-JUN-2005 | 3195484 09-JAN-2007 |
| PREDATOR | U.S. | 76563108 21-NOV-2003 | 3031066 20-DEC-2005 |
| Trinity | U.S. | 76652854 04-JAN-2006 | 3481085 05-AUG-2008 |