

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name                                  | Formerly | Execution Date | Entity Type                              |
|---------------------------------------|----------|----------------|--|
| Harbor Freight Tools USA, Inc.        |          | 05/14/2012     | CORPORATION: DELAWARE                    |
| HFT Holdings, Inc.                    |          | 05/14/2012     | CORPORATION: DELAWARE                    |
| Central Purchasing, LLC               |          | 05/14/2012     | LIMITED LIABILITY COMPANY: CALIFORNIA    |
| Central Purchasing International Inc. |          | 05/14/2012     | CORPORATION: DELAWARE                    |
| Harbor Freight Tools Texas, L.P.      |          | 05/14/2012     | LIMITED PARTNERSHIP: DELAWARE            |
| Harbor Freight Tools Incentives, LLC  |          | 05/15/2012     | LIMITED LIABILITY COMPANY: NEW HAMPSHIRE |
| Texas Management Services, LLC        |          | 05/15/2012     | LIMITED LIABILITY COMPANY: CALIFORNIA    |

**RECEIVING PARTY DATA**

|                        |                                    |
|------------------------|------------------------------------|
| <b>Name:</b>           | Webster Bank, National Association |
| <b>Street Address:</b> | One Boston Place                   |
| <b>City:</b>           | Boston                             |
| <b>State/Country:</b>  | MASSACHUSETTS                      |
| <b>Postal Code:</b>    | 02108                              |
| <b>Entity Type:</b>    | National Bank: UNITED STATES       |

**PROPERTY NUMBERS Total: 71**

| Property Type        | Number  | Word Mark                     |
|----------------------|---------|-------------------------------|
| Registration Number: | 3072727 | AMERICA'S FAVORITE TOOL STORE |
| Registration Number: | 1351733 | BIG TOP                       |
| Registration Number: | 2191713 | BUMBLE BEE                    |
| Registration Number: | 3391325 | BUNKER HILL SAFES             |
| Registration Number: | 3391324 | BUNKER HILL SECURITY          |
| Registration Number: | 3057400 | BUNKER HILL SECURITY PRODUCTS |

CH \$1790.00 3072727

|                      |         |                            |
|----------------------|---------|----------------------------|
| Registration Number: | 3274234 | CEN-TECH                   |
| Registration Number: | 1281579 | CENTRAL FLEX               |
| Registration Number: | 3638843 | CENTRAL FORGE              |
| Registration Number: | 3044780 | CENTRAL MACHINERY          |
| Registration Number: | 3271569 | CENTRAL MACHINERY          |
| Registration Number: | 1564171 | CENTRAL PNEUMATIC          |
| Registration Number: | 1623254 | CENTRAL PNEUMATIC          |
| Registration Number: | 1317682 | CF CENTRAL FORGE           |
| Registration Number: | 1307657 | CH CENTRAL HYDRAULICS      |
| Registration Number: | 3316735 | CENTRAL MACHINERY          |
| Registration Number: | 1306584 | CHICAGO ELECTRIC           |
| Registration Number: | 1264742 | CPI CENTRAL PNEUMATIC TOOL |
| Registration Number: | 2195090 | DIAMOND LIFE               |
| Registration Number: | 2414392 | DIAMOND LIFE               |
| Registration Number: | 1280530 | DM DRILLMASTER             |
| Registration Number: | 2420638 | ESSEX BRASS                |
| Registration Number: | 2435405 | ESSEX BRASS                |
| Registration Number: | 2471426 | ESSEX BRASS                |
| Registration Number: | 2566695 | ESSEX BRASS                |
| Registration Number: | 2142233 | FISHERMAN'S HABIT          |
| Registration Number: | 3588309 | GREYHOUND                  |
| Registration Number: | 2394977 | HARBOR FREIGHT             |
| Registration Number: | 1530291 | HARBOR FREIGHT             |
| Registration Number: | 2403471 | HARBOR FREIGHT             |
| Registration Number: | 1558534 | HARBOR FREIGHT TOOLS       |
| Registration Number: | 2262968 | HARBOR FREIGHT TOOLS       |
| Registration Number: | 2264787 | HARBOR FREIGHT TOOLS       |
| Registration Number: | 2438888 | HARBOR FREIGHT TOOLS USA   |
| Registration Number: | 2574045 | HARBOR FREIGHT USA         |
| Registration Number: | 2441298 | HARBOR FREIGHT USA         |
| Registration Number: | 2476123 | HARBOR FREIGHT TOOLS USA   |
| Registration Number: | 2397649 | HARBORFREIGHT.COM          |
| Registration Number: | 3380099 | H-M                        |
| Registration Number: | 3380100 | H-M                        |
| Registration Number: | 3982428 | HAUL-MASTER                |

|                      |          |                         |
|----------------------|----------|-------------------------|
|                      | 3217190  | IGNITION TRAK           |
| Registration Number: | 1464950  | "INSIDE TRACK" CLUB     |
| Registration Number: | 2803910  | LIFETIME CARBIDE        |
| Registration Number: | 2976715  | LIFETIME CARBIDE        |
| Registration Number: | 1005236  | LIFETIME CARBIDE SAWS   |
| Registration Number: | 1340028  | NUT AND BOLT STOREHOUSE |
| Registration Number: | 2467936  | ONE STOP GARDENS        |
| Registration Number: | 3577480  | OOZE                    |
| Registration Number: | 3755204  | OOZE                    |
| Registration Number: | 3385236  | PACIFIC HYDROSTAR       |
| Registration Number: | 1392153  | PF PITTSBURGH FORGE     |
| Registration Number: | 1337579  | PITTSBURGH              |
| Registration Number: | 1898834  | PRO-KART PK             |
| Registration Number: | 3097647  | PUTTY CHASER            |
| Registration Number: | 2779361  | RAPID PUMP              |
| Registration Number: | 3554621  | RS ROAD SHOCK           |
| Registration Number: | 2946255  | STOREHOUSE              |
| Registration Number: | 3206727  | THUNDERBOLT MAGNUM      |
| Registration Number: | 2807203  | U.S. GENERAL            |
| Registration Number: | 2807202  | U.S. GENERAL            |
| Registration Number: | 2710979  | U.S. GENERAL            |
| Registration Number: | 2163466  | WD WINDSOR DESIGN       |
| Serial Number:       | 85401773 | WARRIOR                 |
| Serial Number:       | 85528188 | BADLAND                 |
| Serial Number:       | 85521122 | GORDON                  |
| Serial Number:       | 85558850 | FASTEN-PRO              |
| Serial Number:       | 85475594 | PREDATOR                |
| Serial Number:       | 85352103 | METAL HEAD              |
| Registration Number: | 2437230  | ESSEX BRASS             |
| Registration Number: | 2372871  | HARBORFREIGHTTOOLS.COM  |

**CORRESPONDENCE DATA**

Fax Number: 3026365454

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 800-927-9801 x2348

**TRADEMARK**  
**REEL: 004780 FRAME: 0021**

Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

|                         |               |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 204885        |
| NAME OF SUBMITTER:      | Jean Paterson |
| Signature:              | /jep/         |
| Date:                   | 05/15/2012    |

Total Attachments: 12  
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### 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):**

Harbor Freight Tools USA, Inc.

- Individual(s)
- Partnership
- Corporation- State: DE
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) May 14, 2012

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wells Fargo Bank, National Association

Street Address: One Boston Place

City: Boston

State: MA

Country: US Zip: 02108

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other National Bank Citizenship US

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule attached to Security Agreement

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: Corporation Service Company

Internal Address: \_\_\_\_\_

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212/299-5600

Docket Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

71

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

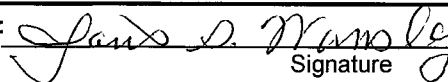
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature

Janet S. Wamsley

May 15, 2012

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Additional Names of Conveying Parties

HFT Holdings, Inc., a Delaware corporation

Central Purchasing, LLC, a California limited liability company

Central Purchasing International Inc., a Delaware corporation

Harbor Freight Tools Texas, L.P., a Delaware limited partnership

Harbor Freight Tools Incentives, LLC, a New Hampshire limited liability company

Texas Management Services, LLC, a California limited liability company

1438963.1

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Trademark Security Agreement*") dated May 14, 2012, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Wells Fargo Bank, National Association, as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Administrative Agent*").

Reference is made to (i) the Credit Agreement, dated as of May 14, 2012 (as amended, restated, amended and restated, extended, renewed, replaced, refinanced, supplemented and/or otherwise modified from time to time, the "*Credit Agreement*"), by, among others, Harbor Freight Tools USA, Inc., HFT Holdings, Inc., the Lenders party thereto from time to time and Wells Fargo Bank, National Association, as Administrative Agent, (ii) each Secured Hedge Agreement, (iii) each Secured Bank Product Agreement, and (iv) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Issuers have agreed to issue Letters of Credit for the account of the Borrower or a Restricted Subsidiary on the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements, the providers of Bank Products have agreed to enter into and/or maintain one or more Secured Bank Product Agreements, and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements, Secured Bank Product Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders' extension of such credit, the issuance by the Issuers of Letters of Credit for the account of the Borrower or a Restricted Subsidiary, the Hedge Banks entering into and/or maintaining such Secured Hedge Agreements, the providers of Bank Products entering into and/or maintaining such Secured Bank Product Agreements and the Cash Management Banks entering into and/or maintaining such Cash Management Services, each Grantor has executed and delivered that certain Security Agreement dated May 14, 2012 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the USPTO and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including the goodwill symbolized thereby or associated therewith), including the registered Trademarks and Trademark registration applications set forth on Schedule A attached hereto. Notwithstanding anything to the contrary contained herein, the security interest evidenced by this Trademark Security Agreement shall not extend to any Excluded Property.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the USPTO Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. Termination. Upon Payment in Full and the termination of the Security Agreement (but subject to reinstatement of the Security Agreement pursuant to Section 8.12 of the Security Agreement), the Administrative Agent shall, following the written request of any Grantor, execute and deliver to such Grantor, at such Grantor's sole cost and expense, an instrument in writing in recordable form releasing the collateral assignment and security interest in the Trademarks under this Trademark Security Agreement.

[Remainder of this page intentionally left blank]



IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

**GRANTORS:**

HARBOR FREIGHT TOOLS USA, INC.

By: \_\_\_\_\_  
Name: ROBERT RENE  
Title: CHIEF OPERATING OFFICER

HFT HOLDINGS, INC.

By: \_\_\_\_\_  
Name: ROBERT RENE  
Title: CHIEF OPERATING OFFICER

TEXAS MANAGEMENT SERVICES, LLC

By: Harbor Freight Tools USA, Inc.  
Its: Manager

By: \_\_\_\_\_  
Name: ROBERT RENE  
Title: CHIEF OPERATING OFFICER

HARBOR FREIGHT TOOLS TEXAS, L.P.

By: Texas Management Services, LLC  
Its: General Partner

By: Harbor Freight Tools USA, Inc.  
Its: Manager

By: \_\_\_\_\_  
Name: ROBERT RENE  
Title: CHIEF OPERATING OFFICER

HARBOR FREIGHT TOOLS INCENTIVES, LLC

By: Harbor Freight Tools USA, Inc.  
Its: Manager

By: [Signature]  
Name: ROBERT RENE  
Title: CHIEF OPERATING OFFICER


CENTRAL PURCHASING, LLC

By: [Signature]  
Name: ROBERT RENE  
Title: CHIEF OPERATING OFFICER

CENTRAL PURCHASING INTERNATIONAL  
INC.

By: [Signature]  
Name: ROBERT RENE  
Title: CHIEF OPERATING OFFICER






WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Administrative Agent  
and Grantee






By:   
Name: William Chan  
Title: Director











*[Signature Page to Trademark Security Agreement]*







**TRADEMARK**  
**REEL: 004780 FRAME: 0029**




**SCHEDULE A**

| <b>Owner/Grantor</b>              | <b>Mark</b>   | <b>Application No.<br/>Filing Date</b> | <b>Registration No.<br/>Registration Date</b> |
|-----------------------------------|---|--|---|
| Harbor Freight Tools<br>USA, Inc. | AMERICA'S FAVORITE TOOL<br>STORE  | 78/276,913<br>07/21/03                 | 3,072,727<br>03/28/06                         |
| Harbor Freight Tools<br>USA, Inc. | BIG TOP   | 73/503,807<br>10/15/84                 | 1,351,733<br>07/30/85                         |
| Harbor Freight Tools<br>USA, Inc. |    | 75/043,114<br>12/15/95                 | 2,191,713<br>09/29/98                         |
| Harbor Freight Tools<br>USA, Inc. | BUNKER HILL SAFES   | 77212207<br>21-JUN-2007                | 3391325<br>04-MAR-2008                        |
| Harbor Freight Tools<br>USA, Inc. | BUNKER HILL SECURITY  | 77212128<br>21-JUN-2007                | 3391324<br>04-MAR-2008                        |
| Harbor Freight Tools<br>USA, Inc. |   | 78/503,084<br>10/20/04                 | 3,057,400<br>02/07/06                         |
| Harbor Freight Tools<br>USA, Inc. | CEN-TECH  | 78/549,143<br>01/18/05                 | 3274234<br>07-AUG-2007                        |
| Harbor Freight Tools<br>USA, Inc. | CENTRAL FLEX  | 73/423,125<br>04/25/83                 | 1,281,579<br>06/12/84                         |
| Harbor Freight Tools<br>USA, Inc. | CENTRAL FORGE   | 77613013<br>12-NOV-2008                | 3638843<br>16-JUN-2009                        |
| Harbor Freight Tools<br>USA, Inc. | CENTRAL MACHINERY   | 78/414,343<br>05/06/04                 | 3,044,780<br>01/17/06                         |
| Harbor Freight Tools<br>USA, Inc. | CENTRAL MACHINERY   | 78/627,637<br>05/11/05                 | 3271569<br>31-JUL-2007                        |
| Harbor Freight Tools<br>USA, Inc. |  | 73/738,600<br>07/07/88                 | 1,564,171<br>11/07/89                         |
| Harbor Freight Tools<br>USA, Inc. |  | 73/812,933<br>07/17/89                 | 1,623,254<br>11/20/90                         |
| Harbor Freight Tools<br>USA, Inc. |  | 73/365,283<br>05/19/82                 | 1,317,682<br>02/05/85                         |

| Owner/Grantor                     | Mark  | Application No.<br>Filing Date | Registration No.<br>Registration Date |
|-----------------------------------|---|--------------------------------|---------------------------------------|
| Harbor Freight Tools<br>USA, Inc. |  CENTRAL HYDRAULICS        | 73/376,377<br>07/26/82         | 1,307,657<br>12/04/84                 |
| Harbor Freight Tools<br>USA, Inc. | CENTRAL MACHINERY   | 77103046<br>08-FEB-2007        | 3316735<br>23-OCT-2007                |
| Harbor Freight Tools<br>USA, Inc. | CHICAGO ELECTRIC  | 73/423,038<br>04/25/83         | 1,306,584<br>11/20/84                 |
| Harbor Freight Tools<br>USA, Inc. |  CENTRAL<br>PNEUMATIC TOOL | 73/376,738<br>07/26/82         | 1,264,742<br>01/24/84                 |
| Harbor Freight Tools<br>USA, Inc. |  Diamond Life              | 75/290,488<br>05/12/97         | 2,195,090<br>10/13/98                 |
| Harbor Freight Tools<br>USA, Inc. |  Diamond Life              | 75/453,676<br>03/20/98         | 2,414,392<br>12/19/00                 |
| Harbor Freight Tools<br>USA, Inc. | DM DRILLMASTER  | 73/422,925<br>04/25/83         | 1,280,530<br>06/05/84                 |
| Harbor Freight Tools<br>USA, Inc. | ESSEX BRASS   | 75/669,025<br>03/26/99         | 2,420,638<br>01/16/01                 |
| Harbor Freight Tools<br>USA, Inc. | ESSEX BRASS   | 76/033,674<br>04/25/00         | 2,435,405<br>03/13/01                 |
| Harbor Freight Tools<br>USA, Inc. | ESSEX BRASS   | 76/034,137<br>04/25/00         | 2,437,230<br>03/20/01                 |
| Harbor Freight Tools<br>USA, Inc. | ESSEX BRASS   | 76/034,141<br>04/25/00         | 2,471,426<br>07/24/01                 |
| Harbor Freight Tools<br>USA, Inc. | ESSEX BRASS   | 76/063,611<br>05/26/00         | 2,566,695<br>05/07/02                 |
| Harbor Freight Tools<br>USA, Inc. |  FISHERMAN'S<br>CABLE    | 75/208,815<br>12/05/96         | 2,142,233<br>03/10/98                 |
| Harbor Freight Tools<br>USA, Inc. | GREYHOUND   | 77316036<br>29-OCT-2007        | 3588309<br>10-MAR-2009                |
|                                   | HARBOR FREIGHT  | 75/646,850                     | 2,394,977                             |

| Owner/Grantor                     | Mark  | Application No.<br>Filing Date | Registration No.<br>Registration Date |
|-----------------------------------|---|--------------------------------|---------------------------------------|
| Harbor Freight Tools<br>USA, Inc. |   | 02/17/99                       | 10/17/00                              |
| Harbor Freight Tools<br>USA, Inc. |  HARBOR FREIGHT                | 73/739,403<br>07/12/88         | 1,530,291<br>03/14/89                 |
| Harbor Freight Tools<br>USA, Inc. |  HARBOR FREIGHT                | 75/668,760<br>03/26/99         | 2,403,471<br>11/14/00                 |
| Harbor Freight Tools<br>USA, Inc. |  HARBOR FREIGHT<br>TOOLS       | 73/738,282<br>07/05/88         | 1,558,534<br>09/26/89                 |
| Harbor Freight Tools<br>USA, Inc. |  HARBOR FREIGHT<br>TOOLS       | 75/491,939<br>05/28/98         | 2,262,968<br>07/20/99                 |
| Harbor Freight Tools<br>USA, Inc. | HARBOR FREIGHT TOOLS  | 75/492,058<br>05/28/98         | 2,264,787<br>07/27/99                 |
| Harbor Freight Tools<br>USA, Inc. | HARBOR FREIGHT TOOLS USA  | 75/479,117<br>05/05/98         | 2,438,888<br>03/27/01                 |
| Harbor Freight Tools<br>USA, Inc. |  HARBOR FREIGHT<br>USA       | 75/479,116<br>05/05/98         | 2,574,045<br>05/28/02                 |
| Harbor Freight Tools<br>USA, Inc. | HARBOR FREIGHT USA  | 75/479,186<br>05/05/98         | 2,441,298<br>04/03/01                 |
| Harbor Freight Tools<br>USA, Inc. |  HARBOR FREIGHT TOOLS<br>USA | 75/479,185<br>05/05/98         | 2,476,123<br>08/07/01                 |
| Harbor Freight Tools<br>USA, Inc. |  harborfreight.com           | 75/799,209<br>09/15/99         | 2,397,649<br>10/24/00                 |
| Harbor Freight Tools<br>USA, Inc. |  harborfreighttools.com      | 75/796,398<br>09/10/99         | 2,372,871<br>08/01/00                 |
| Harbor Freight Tools<br>USA, Inc. |                              | 77/027,907<br>10/24/06         | 3380099<br>12-FEB-2008                |
| Harbor Freight Tools<br>USA, Inc. |                              | 77/027,925<br>10/24/06         | 3380100<br>12-FEB-2008                |
| Harbor Freight Tools<br>USA, Inc. | HAUL-MASTER   | 78468153                       | 3982428                               |
| Harbor Freight Tools              | IGNITION TRAK   | 78/728,168<br>10/06/05         | 3217190<br>13-MAR-2007                |

| Owner/Grantor                     | Mark  | Application No.<br>Filing Date | Registration No.<br>Registration Date |
|-----------------------------------|---|--------------------------------|---------------------------------------|
| USA, Inc.                         |   |                                |                                       |
| Harbor Freight Tools<br>USA, Inc. | "INSIDE TRACK" CLUB   | 73/604,034<br>06/13/86         | 1,464,950<br>11/10/87                 |
| Harbor Freight Tools<br>USA, Inc. |    | 75/982,352<br>06/28/01         | 2,803,910<br>01/13/04                 |
| Harbor Freight Tools<br>USA, Inc. |    | 76/298,442<br>06/28/01         | 2,976,715<br>07/26/05                 |
| Harbor Freight Tools<br>USA, Inc. |    | 73/011,265<br>01/18/74         | 1,005,236<br>02/25/75                 |
| Harbor Freight Tools<br>USA, Inc. | <b>NUT AND BOLT<br/>Storehouse</b>  | 73/373,254<br>07/06/82         | 1,340,028<br>06/11/85                 |
| Harbor Freight Tools<br>USA, Inc. | ONE STOP GARDENS  | 76/090,427<br>07/18/00         | 2,467,936<br>07/10/01                 |
| Harbor Freight Tools<br>USA, Inc. | OOZE  | 77316053<br>29-OCT-2007        | 3577480<br>17-FEB-2009                |
| Harbor Freight Tools<br>USA, Inc. | OOZE  | 77316145<br>29-OCT-2007        | 3755204<br>2-MAR-2010                 |
| Harbor Freight Tools<br>USA, Inc. | PACIFIC HYDROSTAR   | 77248241<br>06-AUG-2007        | 3385236<br>19-FEB-2008                |
| Harbor Freight Tools<br>USA, Inc. |  | 73/492,210<br>07/30/84         | 1,392,153<br>05/06/86                 |
| Harbor Freight Tools<br>USA, Inc. |  | 73/486,694<br>06/25/84         | 1,337,579<br>05/28/85                 |
| Harbor Freight Tools<br>USA, Inc. |  | 74/518,584<br>04/29/94         | 1,898,834<br>06/13/95                 |
| Harbor Freight Tools<br>USA, Inc. | PUTTY CHASER  | 78/567,397<br>02/15/05         | 3,097,647<br>05/30/06                 |
| Harbor Freight Tools<br>USA, Inc. | RAPID PUMP  | 76/472,125<br>12/04/02         | 2,779,361<br>11/04/03                 |

| Owner/Grantor                     | Mark   | Application No.<br>Filing Date | Registration No.<br>Registration Date |
|-----------------------------------|--|--------------------------------|---------------------------------------|
| Harbor Freight Tools<br>USA, Inc. |  ROAD SHOCK         | 77/085,177<br>01/17/07         | 3554621<br>30-DEC-2008                |
| Harbor Freight Tools<br>USA, Inc. | STOREHOUSE   | 78/414,318<br>05/06/04         | 2,946,255<br>05/03/05                 |
| Harbor Freight Tools<br>USA, Inc. | THUNDERBOLT MAGNUM   | 78/521,712<br>11/23/04         | 3206727<br>06-FEB-2007                |
| Harbor Freight Tools<br>USA, Inc. |  U.S. GENERAL       | 76/378,532<br>02/28/02         | 2,807,203<br>01/20/04                 |
| Harbor Freight Tools<br>USA, Inc. | U.S. GENERAL   | 76/378,531<br>02/28/02         | 2,807,202<br>01/20/04                 |
| Harbor Freight Tools<br>USA, Inc. | U.S. GENERAL   | 76/378,535<br>02/28/02         | 2,710,979<br>04/29/03                 |
| Harbor Freight Tools<br>USA, Inc. |  Windsor<br>Design | 75/209,060<br>12/05/96         | 2,163,466<br>06/09/98                 |
| Harbor Freight Tools<br>USA, Inc. | WARRIOR  | 85401773<br>4/18/11            |                                       |
| Harbor Freight Tools<br>USA, Inc. | BADLAND  | 85528188<br>1/13/12            |                                       |
| Harbor Freight Tools<br>USA, Inc. | GORDON   | 85521122<br>1/20/12            |                                       |
| Harbor Freight Tools<br>USA, Inc. | FASTEN-PRO   | 85558850<br>3/2/12             |                                       |
| Harbor Freight Tools<br>USA, Inc. | PREDATOR   | 85475594<br>11/17/11           |                                       |
| Harbor Freight Tools<br>USA, Inc. | METAL HEAD   | 85352103<br>6/21/11            |                                       |