

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harbor Freight Tools USA, Inc.		08/19/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 45			
Property Type	Number	Word Mark	
Registration Number:	4940401	BUNKER HILL SECURITY	
Registration Number:	4944410	CENTRAL PNEUMATIC	
Registration Number:	4717682	FASTEN-PRO	
Registration Number:	4802420	HARBOR FREIGHT	
Registration Number:	4822898	IRON ARMOR	
Registration Number:	4574673	LUMINARA	
Registration Number:	4847497	PREDATOR	
Registration Number:	4724167	SHIP TO SHORE	
Serial Number:	86658853	ADMIRAL	
Serial Number:	87000618	BRUTE	
Serial Number:	86588122	COVER PRO	
Serial Number:	86675719	DAYTONA	
Serial Number:	86722958	DIABLO	
Serial Number:	86669489	DIAMONDBACK	
Serial Number:	86652143	DRILL MASTER	
Serial Number:	86886859	DRUMMOND	
Serial Number:	86794768	FEDERAL	
Serial Number:	86750011	FINCH & MCLAY	
Serial Number:	86703290	FRANKLIN	

OP \$1140.00 4940401

Property Type	Number	Word Mark
Serial Number:	86669796	HARDY
Serial Number:	86864096	HARBOR FREIGHT QUALITY TOOLS LOWEST PRIC
Serial Number:	87012666	HAUL MASTER
Serial Number:	86403943	HERCULES
Serial Number:	86669490	HOLT INDUSTRIES
Serial Number:	86548638	IRON CLAD
Serial Number:	86794801	JUPITER
Serial Number:	86669793	KRAUSE & BECKER
Serial Number:	86750031	LEGENDARY PERFORMANCE
Serial Number:	86548579	LIFT KING
Serial Number:	86864100	LYNXX
Serial Number:	87058197	MADDOX
Serial Number:	86887073	NEWTON
Serial Number:	86775660	NITRO SHIELD
Serial Number:	86775661	NITRO SHIELD NON-STICK COATING
Serial Number:	86204393	PACIFIC HYDROSTAR
Serial Number:	87000518	PITTSBURGH
Serial Number:	86890286	PORTLAND
Serial Number:	86669494	ROADSHOCK
Serial Number:	86723558	SMITH + JONES
Serial Number:	86668278	STIK TEK
Serial Number:	86537165	SURE-LOK
Serial Number:	86204876	THUNDERBOLT MAGNUM
Serial Number:	86565514	VANGUARD
Serial Number:	86773622	VIKING
Serial Number:	85983937	LUMINAR OUTDOOR

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, LTD

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F164966

NAME OF SUBMITTER: Alan Delaney

SIGNATURE:	/Alan Delaney/
DATE SIGNED:	08/19/2016
Total Attachments: 7 source=#88791083v1 - (Trademark filing documents)#page2.tif source=#88791083v1 - (Trademark filing documents)#page3.tif source=#88791083v1 - (Trademark filing documents)#page4.tif source=#88791083v1 - (Trademark filing documents)#page5.tif source=#88791083v1 - (Trademark filing documents)#page6.tif source=#88791083v1 - (Trademark filing documents)#page7.tif source=#88791083v1 - (Trademark filing documents)#page8.tif	

AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT

(SECOND SUPPLEMENTAL FILING)

This AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT (SECOND SUPPLEMENTAL FILING) (the “**Second Supplemental Trademark Security Agreement**”) dated August 19, 2016, is made by the Person listed on the signature pages hereof (the “**Grantor**”) in favor of Credit Suisse AG as Collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “**Collateral 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 Collateral Agent, (ii) each Secured Hedge Agreement, and (iii) 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 Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge 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, or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders’ extension of such credit, the Hedge Banks entering into and/or maintaining such Secured Hedge Agreements, and the Cash Management Banks entering into and/or maintaining such Cash Management Services, the Grantor has executed and delivered that certain Security Agreement dated May 14, 2012 made by each grantor party thereto to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), that certain Trademark Security Agreement dated May 14, 2012 made by each grantor party thereto to the Collateral Agent and recorded at Reel/Frame No. 4785/0748 and that certain First Supplemental Trademark Security Agreement dated July 1, 2013 made by each grantor party thereto to the Collateral Agent and recorded at Reel/Frame No. 5067/0194.

Whereas, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, including After-Acquired Intellectual Property, and has agreed, in accordance thereof, to execute this Second Supplemental 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 Collateral 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 Collateral 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.

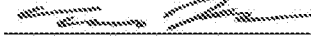
SECTION 7. Termination. Upon Payment in Full and the termination of the Security Agreement (but subject to reinstatement of the Security Agreement pursuant to Section 8.12 of the Security Agreement), the Collateral Agent shall, following the written request of any Grantor, execute and deliver to such 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.

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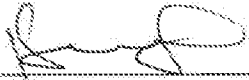
IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

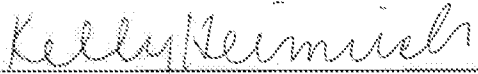
GRANTOR:

HARBOR FREIGHT TOOLS USA, INC.

By: 
Name: THOMAS KOWKO
Title: CEO

**CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral
Agent and Grantee**


By: 
Name: Judith E. Smith
Title: Authorized Signatory

By: 
Name: Kelly Heinrich
Title: Authorized Signatory

SCHEDULE A

Owner/Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
Harbor Freight Tools USA, Inc.	BUNKER HILL SECURITY	86/696,130 07/17/15	4,940,401 04/09/16
Harbor Freight Tools USA, Inc.	CENTRAL PNEUMATIC	86/588,491 04/06/15	4,944,410 04/26/16
Harbor Freight Tools USA, Inc.	FASTEN-PRO	86/162556 1/10/14	4,717,682 04/07/2015
Harbor Freight Tools USA, Inc.	HARBOR FREIGHT	86/386299 9/05/2014	4,802,420 9/01/2015
Harbor Freight Tools USA, Inc.	IRON ARMOR	86/162,564 01/10/14	4,822,898 09/29/15
Harbor Freight Tools USA, Inc.	LUMINAR OUTDOOR	85/983,937 10/25/12	1,159,782 12/22/15
Harbor Freight Tools USA, Inc.	LUMINARA	85/981,647 09/06/10	4,574,673 07/29/14
Harbor Freight Tools USA, Inc.	PREDATOR	86/404698 09/24/14	4,847,497 11/03/15
Harbor Freight Tools USA, Inc.	SHIP TO STORE	85/720,120 09/04/12	4,724,167 04/21/15
Harbor Freight Tools USA, Inc.	ADMIRAL	86/658853 06/11/2015	
Harbor Freight Tools USA, Inc.	BRUTE	87/000,618 04/14/16	
Harbor Freight Tools USA, Inc.	COVER PRO	86/588122 04/06/2015	
Harbor Freight Tools USA, Inc.	DAYTONA	86/675719 06/26/2015	
Harbor Freight Tools USA, Inc.	DIABLO	86/722958 08/12/2015	
Harbor Freight Tools USA, Inc.	DIAMONDBACK	86/669489 06/22/2015	
Harbor Freight Tools USA, Inc.	DRILL MASTER	86/652143 06/04/2015	

Owner/Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
Harbor Freight Tools USA, Inc.	DRUMMOND	86/886,859 01/26/16	
Harbor Freight Tools USA, Inc.	FEDERAL	86/794768 10/21/2015	
Harbor Freight Tools USA, Inc.	FINCH & MCLAY	86/750011 09/08/2015	
Harbor Freight Tools USA, Inc.	FRANKLIN	86/703290 7/23/2015	
Harbor Freight Tools USA, Inc.	HARDY	86/669796 06/22/2015	
Harbor Freight Tools USA, Inc.	HARBOR FREIGHT QUALITY TOOLS LOWEST PRICES	86/864,096 01/03/16	
Harbor Freight Tools USA, Inc.	HAUL MASTER	87/012,666 04/25/16	
Harbor Freight Tools USA, Inc.	HERCULES	86/403943 09/23/2014	
Harbor Freight Tools USA, Inc.	HOLT INDUSTRIES	86/669490 06/22/2015	
Harbor Freight Tools USA, Inc.	IRON CLAD	86/548638 2/27/15	
Harbor Freight Tools USA, Inc.	JUPITER	86/794801 10/21/2015	
Harbor Freight Tools USA, Inc.	KRAUSE & BECKER	86/669793 6/22/2015	
Harbor Freight Tools USA, Inc.	LEGENDARY PERFORMANCE	86/750031 9/23/2015	
Harbor Freight Tools USA, Inc.	LIFT KING	86/548579 2/ 27/15	
Harbor Freight Tools USA, Inc.	LYNXX	86/864100 1/03/2016	
Harbor Freight Tools USA, Inc.	MADDOX	87/058,197 06/02/16	
Harbor Freight Tools USA, Inc.	NEWTON	86/887,073 01/26/16	

Owner/Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
Harbor Freight Tools USA, Inc.	NITRO SHIELD	86/775660 10/01/2015	
Harbor Freight Tools USA, Inc.	 <p>The logo features a shield-shaped emblem with the words "NITRO SHIELD" inside. Below the shield, the words "NON-STICK COATING" are written in a bold, sans-serif font.</p>	86/775661 10/01/2015	
Harbor Freight Tools USA, Inc.	PACIFIC HYDROSTAR	86/204393 02/26/2014	
Harbor Freight Tools USA, Inc.	PITTSBURGH	87/000,518 04/14/16	
Harbor Freight Tools USA, Inc.	PORTLAND	86/890286 1/28/2016	
Harbor Freight Tools USA, Inc.	ROADSHOCK	86/669494 06/22/2015	
Harbor Freight Tools USA, Inc.	SMITH + JONES	86/723558 08/13/2015	
Harbor Freight Tools USA, Inc.	STIK TEK	86/668278 06/19/2015	
Harbor Freight Tools USA, Inc.	SURE-LOK	86/537165 2/17/15	
Harbor Freight Tools USA, Inc.	THUNDERBOLT MAGNUM	86/204876 2/26/14	
Harbor Freight Tools USA, Inc.	VANGUARD	86/565514 03/16/2015	
Harbor Freight Tools USA, Inc.	VIKING	86/773622 9/30/2015	