

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603430

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Harbor Freight Tools USA, Inc.		10/15/2020	Corporation: DELAWARE
Central Purchasing, LLC		10/15/2020	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent and Grantee
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 73

Property Type	Number	Word Mark
Serial Number:	88841544	COBRA
Serial Number:	88754907	ICON
Serial Number:	88641186	GHOST
Registration Number:	5813669	DELIVERING VALUE FOR THE HARDWORKING
Registration Number:	5935335	BIGFOOT
Registration Number:	5939509	ADMIRAL
Registration Number:	6070282	ATLAS
Registration Number:	6070283	ATLAS
Registration Number:	5939482	OUTLOOK
Serial Number:	88135577	ICON
Serial Number:	88135584	ICON
Serial Number:	88135583	ICON
Serial Number:	88135587	ICON
Serial Number:	88135590	ICON
Registration Number:	5865807	WARRIOR
Registration Number:	5924021	WARRIOR
Registration Number:	5824594	THUNDERBOLT MAGNUM
Serial Number:	88052421	ICON

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88052424	ICON
Serial Number:	88052426	ICON
Registration Number:	5854745	EARTHQUAKE XT
Registration Number:	6110433	ELECTRA SHIELD
Registration Number:	6110434	ELECTRA SHIELD NON-STICK COATING
Registration Number:	5690200	WINDSOR DESIGN
Registration Number:	5962441	A APEX
Registration Number:	6158707	FF
Registration Number:	5875390	FORTRESS
Registration Number:	5846767	FF
Registration Number:	5962434	FASTEN STRONG
Registration Number:	5940340	KENWAY
Registration Number:	5773221	QUANTUM
Registration Number:	5675018	ZURICH
Registration Number:	5846761	THUNDERBOLT EDGE
Registration Number:	5771718	OLSEN
Registration Number:	5864046	BANKS
Registration Number:	5666743	BREMEN
Registration Number:	5679593	MERLIN
Registration Number:	5731667	VULCAN
Registration Number:	5771710	AMES INSTRUMENTS
Registration Number:	5946445	PIERCE
Registration Number:	5962420	APEX
Registration Number:	5766039	ARMSTRONG
Registration Number:	5854528	PREDATOR
Registration Number:	5655728	FISCHER
Registration Number:	5666362	GRANT'S
Registration Number:	5766021	FISCHER
Serial Number:	87955920	CHIEF
Serial Number:	87955921	SPECTRUM
Registration Number:	5904283	SPECTRUM
Registration Number:	5649204	TAILGATOR
Registration Number:	5767235	GRANT'S GARAGE
Registration Number:	5817540	QUINN
Registration Number:	5759572	BAXTER
Registration Number:	5649016	CREEKSTONE
Registration Number:	5720002	APACHE
Registration Number:	5649019	DOYLE

Property Type	Number	Word Mark
Registration Number:	5766002	BERGER
Registration Number:	5934332	SCHNEIDER
Registration Number:	5608923	MCGRAW
Serial Number:	87935275	BLACK WIDOW
Serial Number:	87933985	AVANTI
Registration Number:	5795716	ADMIRAL
Registration Number:	5550994	ICON
Registration Number:	5565047	FISHERMAN'S HABIT
Registration Number:	5429982	YUKON
Registration Number:	5398218	MADDOX
Registration Number:	5130628	QUALITY TOOLS LOWEST PRICES
Registration Number:	5056353	ADMIRAL
Registration Number:	6042731	BLACK WIDOW
Registration Number:	3922010	
Registration Number:	3922011	PEOPLE. PARTS. COLLABORATION. DISTRIBUTI
Registration Number:	5976603	FASTENSTRONG
Registration Number:	5691766	HARBOR FREIGHT

CORRESPONDENCE DATA

Fax Number:

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: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Jennifer Tindie
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1277658 TM
NAME OF SUBMITTER:	Karen S. Cottrell
SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	10/16/2020

Total Attachments: 11

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AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT

(THIRD SUPPLEMENTAL FILING)

This AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT (THIRD SUPPLEMENTAL FILING) (the “**Third Supplemental Trademark Security Agreement**”) dated October 15, 2020, is made by the Persons listed on the signature pages hereof as Grantors (the “**Grantors**”) 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 by Refinancing Amendment No. 1, dated as of July 26, 2013, Refinancing Amendment No. 2, dated as of August 19, 2016, and Refinancing Amendment No. 3, dated as of January 24, 2018, and as otherwise 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, each 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, 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, and that certain After-Acquired Trademark Security Agreement (Second Supplemental Filing) dated August 19, 2016 made by each grantor party thereto to the Collateral Agent and recorded at Reel/Frame No. 5859/0599.

Whereas, under the terms of the Security Agreement, each 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 such Grantor, including After-Acquired Intellectual Property, and has agreed, in accordance thereof, to execute this Third 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 such 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 Third Supplemental 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 Third Supplemental 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 Third Supplemental Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Third Supplemental 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 Third Supplemental 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 Third Supplemental Trademark Security Agreement.

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

HARBOR FREIGHT TOOLS USA,
INC., a Delaware corporation, Grantor

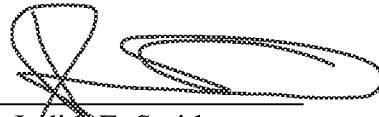
By: 
Name: Tomas Kokko
Title: Chief Financial Officer

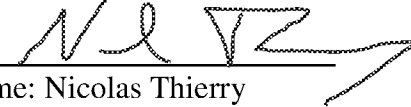
CENTRAL PURCHASING, LLC,
a California limited liability company,
Grantor

By: 
Name: Tomas Kokko
Title: Chief Financial Officer

[Signature Page to Third Supplemental Trademark Security Agreement]

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

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

By: 
Name: Nicolas Thierry
Title: Authorized Signatory

SCHEDULE A

<u>GRANTOR</u>	<u>TRADEMARK</u>	<u>SERIAL/REG. NO.</u>	<u>APP./REG. DATE</u>
HARBOR FREIGHT TOOLS USA, INC.	COBRA	88841544	20-MAR-2020
HARBOR FREIGHT TOOLS USA, INC.	ICON	88754907/	10-JAN-2020/
HARBOR FREIGHT TOOLS USA, INC.	GHOST	88641186	03-OCT-2019
HARBOR FREIGHT TOOLS USA, INC.	FASTENSTRONG	88523544/ 5976603	19-JUL-2019/ 04-FEB-2020
HARBOR FREIGHT TOOLS USA, INC.	DELIVERING VALUE FOR THE HARDWORKING	88262499/ 5813669	15-JAN-2019/ 23-JUL-2019
HARBOR FREIGHT TOOLS USA, INC.	BIGFOOT	88215755/ 5935335	04-DEC-2018/ 17-DEC-2019
HARBOR FREIGHT TOOLS USA, INC.	ADMIRAL	88151887/ 5939509	11-OCT-2018/ 17-DEC-2019
HARBOR FREIGHT TOOLS USA, INC.	ATLAS	88147770/ 6070282	09-OCT-2018/ 02-JUN-2020
HARBOR FREIGHT TOOLS USA, INC.	ATLAS	88147785/ 6070283	09-OCT-2018/ 02-JUN-2020
HARBOR FREIGHT	OUTLOOK	88144967/ 5939482	05-OCT-2018/ 17-DEC-2019

TOOLS USA, INC.			
HARBOR FREIGHT TOOLS USA, INC.	ICON	88135577	28-SEP-2018
HARBOR FREIGHT TOOLS USA, INC.	ICON	88135584	28-SEP-2018
HARBOR FREIGHT TOOLS USA, INC.	ICON	88135583	28-SEP-2018
HARBOR FREIGHT TOOLS USA, INC.	ICON	88135587	28-SEP-2018
HARBOR FREIGHT TOOLS USA, INC.	ICON	88135590	28-SEP-2018
HARBOR FREIGHT TOOLS USA, INC.	WARRIOR	88104407/ 5865807	04-SEP-2018/ 24-SEP-2019
HARBOR FREIGHT TOOLS USA, INC.	WARRIOR	88100552/ 5924021	31-AUG-2018/ 03-DEC-2019
HARBOR FREIGHT TOOLS USA, INC.	HARBOR FREIGHT	88087354/ 5691766	21-AUG-2018/ 05-MAR-2019
HARBOR FREIGHT TOOLS USA, INC.	THUNDERBOLT MAGNUM	88054246/ 5824594	26-JUL-2018/ 06-AUG-2019
HARBOR FREIGHT TOOLS USA, INC.	ICON	88052421	25-JUL-2018

HARBOR FREIGHT TOOLS USA, INC.	ICON	88052424	25-JUL-2018
HARBOR FREIGHT TOOLS USA, INC.	ICON	88052426	25-JUL-2018
HARBOR FREIGHT TOOLS USA, INC.	EARTHQUAKE XT	88041883/ 5854745	17-JUL-2018/ 10-SEP-2019
HARBOR FREIGHT TOOLS USA, INC.	ELECTRA SHIELD	88038274/ 6110433	15-JUL-2018/ 28-JUL-2020
HARBOR FREIGHT TOOLS USA, INC.	ELECTRA SHIELD NON-STICK COATING & Design	88038275/ 6110434	15-JUL-2018/ 28-JUL-2020
HARBOR FREIGHT TOOLS USA, INC.	WINDSOR DESIGN	88037068/ 5690200	13-JUL-2018/ 05-MAR-2019
HARBOR FREIGHT TOOLS USA, INC.	A APEX & Design	88027736/ 5962441	06-JUL-2018/ 14-JAN-2020
HARBOR FREIGHT TOOLS USA, INC.	FF Design	88021698 6158707	29-JUN-2018 22-SEP-2020
HARBOR FREIGHT TOOLS USA, INC.	FORTRESS	88021703/ 5875390	29-JUN-2018/ 01-OCT-2019
HARBOR FREIGHT TOOLS USA, INC.	FF Design	88021697/ 5846767	29-JUN-2018/ 27-AUG-2019
HARBOR FREIGHT	FASTEN STRONG	88019469/ 5962434	28-JUN-2018/ 14-JAN-2020

TOOLS USA, INC.			
HARBOR FREIGHT TOOLS USA, INC.	KENWAY	88019483/ 5940340	28-JUN-2018/ 17-DEC-2019
HARBOR FREIGHT TOOLS USA, INC.	QUANTUM	88015167/ 5773221	26-JUN-2018/ 11-JUN-2019
HARBOR FREIGHT TOOLS USA, INC.	ZURICH	88015197/ 5675018	26-JUN-2018/ 12-FEB-2019
HARBOR FREIGHT TOOLS USA, INC.	THUNDERBOLT EDGE	88015602/ 5846761	26-JUN-2018/ 27-AUG-2019
HARBOR FREIGHT TOOLS USA, INC.	OLSEN	88015606/ 5771718	26-JUN-2018/ 04-JUN-2019
HARBOR FREIGHT TOOLS USA, INC.	BANKS	88015809/ 5864046	26-JUN-2018/ 17-SEP-2019
HARBOR FREIGHT TOOLS USA, INC.	BREMEN	88014387/ 5666743	25-JUN-2018/ 29-JAN-2019
HARBOR FREIGHT TOOLS USA, INC.	MERLIN	88014389/ 5679593	25-JUN-2018/ 19-FEB-2019
HARBOR FREIGHT TOOLS USA, INC.	VULCAN	88012258/ 5731667	23-JUN-2018/ 23-APR-2019
HARBOR FREIGHT TOOLS USA, INC.	AMES INSTRUMENTS	88009035/ 5771710	21-JUN-2018/ 04-JUN-2019

HARBOR FREIGHT TOOLS USA, INC.	PIERCE	88010123/ 5946445	21-JUN-2018/ 24-DEC-2019
HARBOR FREIGHT TOOLS USA, INC.	APEX	88007451/ 5962420	20-JUN-2018/ 14-JAN-2020
HARBOR FREIGHT TOOLS USA, INC.	ARMSTRONG	88006823/ 5766039	19-JUN-2018/ 28-MAY-2019
HARBOR FREIGHT TOOLS USA, INC.	PREDATOR	88002502/ 5854528	15-JUN-2018/ 10-SEP-2019
HARBOR FREIGHT TOOLS USA, INC.	FISCHER & Design	87956680/ 5655728	11-JUN-2018/ 15-JAN-2019
HARBOR FREIGHT TOOLS USA, INC.	GRANT'S	87955915/ 5666362	10-JUN-2018/ 29-JAN-2019
HARBOR FREIGHT TOOLS USA, INC.	FISCHER	87955919/ 5766021	10-JUN-2018/ 28-MAY-2019
HARBOR FREIGHT TOOLS USA, INC.	CHIEF	87955920	10-JUN-2018
HARBOR FREIGHT TOOLS USA, INC.	SPECTRUM	87955921	10-JUN-2018
HARBOR FREIGHT TOOLS USA, INC.	SPECTRUM	87981819/ 5904283	10-JUN-2018/ 05-NOV-2019
HARBOR FREIGHT	TAILGATOR	87950872/ 5649204	06-JUN-2018/ 08-JAN-2019

TOOLS USA, INC.			
HARBOR FREIGHT TOOLS USA, INC.	GRANT'S GARAGE	87951052/ 5767235	06-JUN-2018/ 04-JUN-2019
HARBOR FREIGHT TOOLS USA, INC.	QUINN	87949998/ 5817540	05-JUN-2018/ 30-JUL-2019
HARBOR FREIGHT TOOLS USA, INC.	BAXTER	87944989/ 5759572	01-JUN-2018/ 21-MAY-2019
HARBOR FREIGHT TOOLS USA, INC.	CREEKSTONE	87943669/ 5649016	31-MAY-2018/ 08-JAN-2019
HARBOR FREIGHT TOOLS USA, INC.	APACHE	87943672/ 5720002	31-MAY-2018/ 09-APR-2019
HARBOR FREIGHT TOOLS USA, INC.	DOYLE	87943682/ 5649019	31-MAY-2018/ 08-JAN-2019
HARBOR FREIGHT TOOLS USA, INC.	BERGER	87943684/ 5766002	31-MAY-2018/ 28-MAY-2019
HARBOR FREIGHT TOOLS USA, INC.	SCHNEIDER	87936446/ 5934332	25-MAY-2018/ 10-DEC-2019
HARBOR FREIGHT TOOLS USA, INC.	MCGRAW	87934908/ 5608923	24-MAY-2018/ 13-NOV-2018
HARBOR FREIGHT TOOLS USA, INC.	BLACK WIDOW	87935275	24-MAY-2018

HARBOR FREIGHT TOOLS USA, INC.	AVANTI	87933985	23-MAY-2018
HARBOR FREIGHT TOOLS USA, INC.	ADMIRAL	87933983/ 5795716	23-MAY-2018/ 02-JUL-2019
HARBOR FREIGHT TOOLS USA, INC.	ICON	87885145/ 5550994	19-APR-2018/ 28-AUG-2018
HARBOR FREIGHT TOOLS USA, INC.	FISHERMAN'S HABIT	87775039/ 5565047	29-JAN-2018/ 18-SEP-2018
HARBOR FREIGHT TOOLS USA, INC.	YUKON	87486152/ 5429982	13-JUN-2017/ 20-MAR-2018
HARBOR FREIGHT TOOLS USA, INC.	MADDOX	87976514/ 5398218	02-JUN-2016/ 06-FEB-2018
HARBOR FREIGHT TOOLS USA, NC.	QUALITY TOOLS LOWEST PRICES	86864098/ 5130628	03-JAN-2016/ 24-JAN-2017
HARBOR FREIGHT TOOLS USA, INC.	ADMIRAL	86980078/ 5056353	11-JUN-2015/ 04-OCT-2016
HARBOR FREIGHT TOOLS USA, INC.	BLACK WIDOW	88731622/ 6042731	18-DEC-2019 28-APR-2020
CENTRAL PURCHASING, LLC	DESIGN ONLY	77946472/ 3922010	26-FEB-2010 22-FEB-2011
CENTRAL PURCHASING, LLC	PEOPLE. PARTS. COLLABORATION. DISTRIBUTION	77946486/ 3922011	26-FEB-2010 22-FEB-2011

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