09-13-1999

FORM PTO-1594 (Rev. 6-93) 9-9-99
OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET

101144236

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ⇒⇒⇒

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Central Purchasing, Inc.

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State - California
- ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation

Internal Address: Suite 400

Street Address: 15260 Ventura Blvd.

City: Sherman Oaks State: CA ZIP: 91403

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State Rhode Island
- ☐ Other

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)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: August 26, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Schedule "A" attached

B. Trademark Registration No.(s)

See Schedule "A" attached

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brobeck Pheleger & Harrison

Internal Address: Suite 2100

09/10/1999 JSHABAZZ 00000047 1464950

01 FC:481 40.00 OP
02 FC:482 1000.00 OP

Street Address: 550 South Hope Street

Atten: Kai Williamson

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 41

7. Total fee (37 CFR 3.41).....$ 1,040.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kai Williamson — Name of Person Signing
Kai Williamson — Signature
9/2/99 — Date

Total number of pages including cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments

EXHIBIT A

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
"INSIDE TRACK CLUB	CPI	Registered for 20 year term	1,464,950	11/10/87
BIG TOP	CPI	Registered for 20 year term	1,351,733	7/30/85
BUMBLE BEE	CPI	Registered for 10 year term	2,191,713	9/29/98
CENTRAL FLEX	CPI	Registered for 20 year term	1,281,579	6/12/84
CENTRAL FORGE (AND DESIGN)	CPI	Registered for 20 years	1,317,682	2/5/85
CENTRAL HYDRAULICS (AND DESIGN)	CPI	Registered for 20 years	1,307,657	12/4/84
CENTRAL MACHINERY	CPI	Registered for 20 years	1,250,962	9/13/83
CNETRAL PNEUMATIC	CPI	Registered for 20 years	1,564,171	11/7/89
CENTRAL PNEUMATIC (AND DESIGN)	CPI	Registered for 10 years	1,623,254	11/20/91
CENTRAL PNEUMATIC TOOL (AND DESIGN)	CPI	Registered for 20 years	1,264,742	1/24/84
CHICAGO ELECTRIC	CPI	Registered for 20 years	1,306,584	11/20/84
D.M. DRILLMASTER	CPI	Registered for 20 years	1,280,530	6/5/84
DIAMOND LIFE	CPI	Notice to be published 8/31/99		Filed 3/20/98
DIAMOND LIFE (AND DESIGN)	CPI	Registered for 10 years	2.195,090	10/13/98
ESSEX BRASS	CPI	Application Filed		Filed 3/26/99
FISHERMAN'S HABIT	CPI	Registered for 10 years	2,142,233	3/10/98

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ESSEX BRASS	CPI	Application Filed		Filed 3/26/99
FISHERMAN'S HABIT	CPI	Registered for 10 years	2,142,233	3/10/98

HARBOR FREIGHT	CPI	Service Mark Application filed		Filed 2/17/99
HARBOR FREIGHT (AND DESIGN)	CPI	Application Filed		Filed 3/26/99
HARBOR FREIGHT (AND DESIGN)	CPI	Registered for 20 years	1,530,291	3/14/89
HARBOR FREIGHT SALVAGE CO. (AND DESIGN)	CPI	Registered for 20 years	1,555,826	9/12/89
HARBOR FREIGHT SALVAGE CO. (AND DESIGN)	CPI	Registered for 20 years	1,557,643	9/26/89
HARBOR FREIGHT SALVAGE COMPANY (AND DESIGN)	CPI	Registered for 20 years	1,552,340	8/15/89
HARBOR FREIGHT TOOLS	CPI	Registered for 10 years	2,264,787	7/27/99
HARBOR FREIGHT TOOLS (AND DESIGN)	CPI	Registered for 10 years	2,262,968	7/20/99
HARBOR FREIGHT TOOLS (AND DESIGN)	CPI	Registered for 20 years	1,558,534	9/26/89
HARBOR FREIGHT TOOLS USA	CPI	Application Filed		
HARBOR FREIGHT TOOLS USA (AND DESIGN)	CPI	Notice of Allowance Issued 7/13/99		
HARBOR FREIGHT USA	CPI	Notice published 5/11/99		
HARBOR FREIGHT USA (AND DESIGN)	CPI	Notice of Allowance Issued 7/20/99		
NUT AND BOLT STOREHOUSE	CPI	Registered for 20 years	1,340,028	6/11/85

PITTSBURGH	CPI	Registered for 20 years	1,337,579	5/28/85
PITTSBURGH FORGE	CPI	Registered for 20 years	1.392,153	5/6/86
PITTSBURGH FORGE (AND DESIGN)	CPI	Registered for 20 years	1,347,269	7/9/85
PRO-KART	CPI	Registered for 10 years	1,898,834	6/13/95
QUICK CLAMP	CPI			
WINDSOR DESIGN	CPI	Registered for 10 years	2,163,466	6/9/98
WESTERN SAFETY	CPI	Application filed		Filed 5/21/99

TRADEMARK SECURITY AGREEMENT
(CENTRAL PURCHASING, INC.)

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 26, 1999, is made by **CENTRAL PURCHASING, INC.**, a California corporation ("Debtor"), in favor of **FLEET CAPITAL CORPORATION**, a Rhode Island corporation, as agent for the Lender Group ("Secured Party").

RECITALS

A. Debtor, Harbor Freight Tools USA, Inc., a Delaware corporation ("HFT"; together with Debtor, individually and collectively, and jointly and severally, "Borrower") and the Lender Group have entered into that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, modified, renewed or extended from time to time, the "Loan Agreement"), pursuant to which the Lender Group has agreed to make certain financial accommodations to Borrower, and Borrower has granted to Secured Party a security interest in (among other things) all of their respective general intangibles.

B. Pursuant to the Loan Agreement, Debtor has granted to Secured Party a security interest in (among other things) all general intangibles of Debtor.

C. Pursuant to the Loan Agreement and as one of the conditions precedent to the obligations of the Lender Group under the Loan Agreement, Debtor has agreed to execute and deliver this Agreement to Secured Party for filing with the United States Patent and Trademark Office and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate Secured Party's existing security interests in the trademarks and other general intangibles described herein.

ASSIGNMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor hereby agrees in favor of Secured Party as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Event of Default" shall have the meaning ascribed thereto in the Loan Agreement.

"Guaranty" means that certain General Continuing Guaranty, dated as of the date hereof, executed and delivered by Debtor in favor of Secured Party on behalf of the Lender Group.

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including "proceeds" as defined at UCC Section 9306, all insurance proceeds and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

"Secured Obligations" means each and every one of the present and future "Obligations," as such term is defined in the Loan Agreement.

"Trademark Collateral" has the meaning set forth in Section 2.

"Trademarks" has the meaning set forth in Section 2.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of California.

"United States" and "U.S." each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Secured Party (whether under California law or applicable federal law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict in the Loan Agreement.

2. Security Interest.

(a) Assignment and Grant of Security Interest. To secure the Secured Obligations, Debtor hereby grants, assigns, transfers and conveys to Secured Party for the benefit of the Lender Group a continuing security interest in all of Debtor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Debtor (unless otherwise prohibited by any license or related licensing agreement under circumstances where the granting of the security interest would have the effect under applicable law of the termination or permitting

termination of the license for breach (unless the licensor has consented to such grant or waived such termination remedy)), and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or equivalent) for such trademark or service mark) or any other country or any political subdivision thereof, and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend any of the same, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Secured Party for past, present or future infringement or unconsented use of any Trademarks;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all products and Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18.

(c) Incorporation into Loan Agreement. This Agreement shall be fully incorporated into the Loan Agreement and all understandings, agreements and provisions contained in the Loan Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

3. Further Assurances; Appointment of Secured Party as Attorney-in-Fact. Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Secured Party any and all documents and instruments, in form and substance reasonably satisfactory to Secured Party, and take any and all action, which Secured Party may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of the security interest of Secured Party for the benefit of the Lender Group in the Trademark Collateral and to accomplish the purposes of this Agreement. Secured Party shall have the right, in the name of Debtor, or in the name of Secured Party or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Secured Party (and any of Secured Party's officers or employees or agents

designated by Secured Party) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that Secured Party reasonably deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of the security interest of Secured Party for the benefit of the Lender Group in, the Trademark Collateral, and (ii) if Debtor fails, within a reasonable period of time after request therefor by Secured Party, to execute any and all other documents and instruments, and to perform any and all acts and things that Secured Party may reasonably deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, to execute such documents and instruments and to perform such acts and things for and on behalf of Debtor, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuance of an Event of Default to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Secured Party to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18.

4. Representations and Warranties. Debtor represents and warrants to Secured Party as follows:

(a) No Other Trademarks. Schedule A sets forth, as of the Closing Date, a true and correct list of all of the existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. or foreign jurisdiction, and that are owned, held (whether pursuant to a license or otherwise), or used by Debtor.

(b) Trademarks Subsisting. Each of the Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Debtor's knowledge, each of the Trademarks is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Debtor has rights in and good and defensible title to the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, Debtor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than the security interest created hereunder), including licenses, registered user agreements and covenants by Debtor not to sue third persons, and (iii) with respect to any Trademarks for which Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Debtor is not in default of any of its obligations thereunder and, other than

the parties to such licenses or licensing agreements, no other Person has any rights in or to any of the Trademark Collateral. To the best of Debtor's knowledge, the past, present and contemplated future use of the Trademark Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(d) No Infringement. To the best of Debtor's knowledge as of the Closing Date, and unless Debtor shall have notified Lender in writing no later than 15 days after the date on which it becomes aware or reasonably should have become aware of the occurrence of any event or the existence of any fact to the contrary, no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person.

(e) Powers. Debtor has the right, power and authority to pledge and to grant to Secured Party for the benefit of the Lender Group a security interest in all of the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. Until such time as this Agreement is terminated, Debtor agrees that it will comply with all of the covenants, terms and provisions of this Agreement, the Loan Agreement and the other Loan Documents, and Debtor will promptly give Secured Party written notice of the occurrence of any event that reasonably could be expected to have an adverse effect on any material Trademarks or material Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Debtor is a licensee.

6. Future Rights. Until such time as this Agreement is terminated, if and when Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and Debtor shall give to Secured Party prompt notice thereof. Debtor shall do all things reasonably deemed necessary or advisable by Secured Party to ensure the validity, perfection, priority and enforceability of the security interests of Secured Party for the benefit of the Lender Group in such future acquired Trademark Collateral. Debtor hereby authorizes Secured Party to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Secured Party's Duties. Notwithstanding any provision contained in this Agreement, neither the Lender Group nor Secured Party shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by the Lender Group or Secured Party hereunder or in connection herewith, neither the Lender Group nor Secured Party shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Loan Agreement or any other Loan Document shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Secured Party, on behalf of the Lender Group, shall have all rights and remedies available to it under the Loan Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral or any other Collateral. Debtor agrees that such rights and remedies include the right of Secured Party, on behalf of the Lender Group, as a secured party to sell or otherwise dispose of its Collateral after default, pursuant to UCC Section 9504. Debtor agrees that Secured Party for the benefit of the Lender Group shall at all times have such royalty-free licenses, to the extent permitted by law, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of the Lender Group's or Secured Party's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Debtor in which Secured Party on behalf of the Lender Group has a security interest, including Secured Party's rights to sell inventory, tooling or packaging that is acquired by Debtor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Secured Party on behalf of the Lender Group shall have the right but shall in no way be obligated to bring suit, or to take such other action as Secured Party deems necessary or advisable, in the name of Debtor or Secured Party, to enforce or protect any of the Trademark Collateral, in which event Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party in aid of such enforcement. To the extent that, upon the occurrence and during the continuance of and Event of Default, Secured Party shall elect not to bring suit to enforce such Trademark Collateral, Debtor agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any such action, suit or proceeding necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Secured Party and their respective successors and assigns.

11. Notices. Unless otherwise specifically provided in this Agreement, any notice or other communication relating to this Agreement shall be made in accordance with the Loan Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, except to the extent that the validity or perfection of the assignment and security interests hereunder in respect of any Trademark Collateral are governed by federal law, in which case such choice of California law shall not be deemed to deprive the Lender Group or Secured Party of such rights and remedies as may be available under federal law.

13. Entire Agreement; Amendment. This Agreement, together with the Schedules hereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Loan Agreement. Notwithstanding the foregoing, Secured Party may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

16. Loan Agreement. Debtor acknowledges that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms. To the extent of any conflict between the provisions of this Agreement and the Loan Agreement, however, the provisions of the Loan Agreement shall govern.

18. Termination. Upon the payment in full in cash of the Secured Obligations, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate, and Secured Party on behalf of the Lender Group shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtor, at Debtor's expense, as shall be necessary to evidence termination of the security interest granted hereunder by Debtor to Secured Party for the benefit of the Lender Group, including cancellation of this Agreement by written notice from Secured Party to the PTO.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

CENTRAL PURCHASING, INC.,
a California corporation

By: _____
Title: CFO

FLEET CAPITAL CORPORATION,
a Rhode Island corporation, as agent
for the Lender Group

By: _____
Title: S.V.P.