

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Central Purchasing, LLC		04/02/2007	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Credit Suisse, Cayman Islands Branch (formerly known as Credit Suisse First Boston, acting through its Cayman Islands Branch)
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank/Agent:

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3057400	BUNKER HILL SECURITY PRODUCTS
Serial Number:	78549143	CEN-TECH
Serial Number:	78627637	CENTRAL MACHINERY
Serial Number:	78468153	HAUL-MASTER
Serial Number:	77027907	H-M
Serial Number:	77027925	H-M
Serial Number:	78963572	
Serial Number:	77013691	H-M HAUL - MASTER H-M
Serial Number:	78728168	IGNITION TRAK
Registration Number:	3097647	PUTTY CHASER
Serial Number:	77085177	RS ROAD SHOCK
Serial Number:	78521712	THUNDERBOLT MAGNUM

OP \$315.00 3057400

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038266-0033
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	04/02/2007

Total Attachments: 7

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AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 2, 2007 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of CREDIT SUISSE, CAYMAN ISLANDS BRANCH (formerly known as Credit Suisse First Boston, acting through its Cayman Islands Branch), in its capacity as the Collateral Agent for the Secured Parties.

WHEREAS, CENTRAL PURCHASING, LLC, a California limited liability company ("CP LLC"), HARBOR FREIGHT TOOLS USA, INC., a Delaware corporation, ("HFT" and, together with CP LLC, jointly and severally, the "Borrowers"), have entered into a Credit Agreement, dated as of July 15, 2004 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as joint administrative agent for the Lenders, as Collateral Agent, as joint syndication agent, as joint lead arranger, as joint bookrunning manager and as sole funding agent, UBS AG, STAMFORD BRANCH, as joint administrative agent, UBS SECURITIES LLC, as joint syndication agent, as joint lead arranger, and as joint bookrunning manager, UNION BANK OF CALIFORNIA, N.A. as sole revolving loan agent and as sole documentation agent and the lenders from time to time party thereto. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, pursuant to the terms of that certain Pledge and Security Agreement, dated as of July 15, 2004 (as amended, supplemented, replaced or otherwise modified from time to time, the "Pledge and Security Agreement"), the Grantors have granted a security interest in certain Property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties and are required to execute and deliver this Intellectual Property Security Agreement to the Collateral Agent for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection

therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use or sell any invention covered in whole or in part by a Patent, and

(C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telcopy), 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 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[Signature page to follow]


IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

CENTRAL PURCHASING, LLC,
a California limited liability company


By: 
Name: Robert G. Anderson
Title: CEO

HARBOR FREIGHT TOOLS USA, INC.
a Delaware corporation

By: 
Name: Robert G. Anderson
Title: CEO

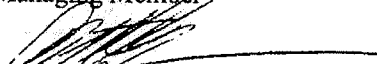
HARBOR FREIGHT TOOLS INCENTIVES, LLC,
a New Hampshire limited liability company

By: Harbor Freight Tools USA, Inc.
Its: Sole Managing Member

By: 
Name: Robert G. Anderson
Title: CEO


TEXAS MANAGEMENT SERVICES, LLC,
a California limited liability company

By: Harbor Freight Tools USA, Inc.
Its: Sole Managing Member

By: 
Name: Robert G. Anderson
Title: CEO


HARBOR FREIGHT TOOLS TEXAS, LP,
a Delaware limited partnership

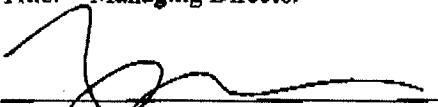
By: Harbor Freight Tools USA, Inc.
Its: General Partner

By: 
Name: Robert G. Anderson
Title: CEO

ACKNOWLEDGED AND AGREED:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Collateral Agent for the benefit of itself
and the Lenders

By: 
Name: James Moran
Title: Managing Director





By: 
Name: Nupur Kumar
Title: Associate

SCHEDULE I
To
AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. PATENTS

Owner	Title	Application No. Filing Date	Patent No. Issue Date
Central Purchasing LLC	Trailer hitch mounted lifting attachment	09/287,708 04/07/99	6,164,895 12/26/00
Central Purchasing LLC	Welding helmet	29/219,779 12/21/04	D521,190 05/16/06
Central Purchasing LLC	Extendable aluminum bar clamp	11/128,517 05/13/05	7,114,715 10/03/06

U.S. TRADEMARKS

Owner	Mark	Application No. Filing Date	Registration No. Registration Date
Central Purchasing LLC		78/503,084 10/20/04	3,057,400 02/07/06
Central Purchasing LLC	CEN-TECH	78/549,143 01/18/05	
Central Purchasing LLC	CENTRAL MACHINERY	78/627,637 05/11/05	
Central Purchasing LLC	HAUL-MASTER	78/468,153 08/16/04	
Central Purchasing LLC		77/027,907 10/24/06	
Central Purchasing LLC		77/027,925 10/24/06	
Central Purchasing LLC	H-M	78/963,572 08/30/06	
Central Purchasing LLC		77/013,691 10/04/06	
Central Purchasing LLC	IGNITION TRAK	78/728,168 10/06/05	

Owner	Mark	Application No. Filing Date	Registration No. Registration Date
Central Purchasing LLC	PUTTY CHASER	78/567,397 02/15/05	3,097,647 05/30/06
Central Purchasing LLC	RS ROAD SHOCK	77/085,177 01/17/07	
Central Purchasing LLC	THUNDERBOLT MAGNUM	78/521,712 11/23/04	