TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

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		05/14/2012	LIMITED LIABILITY COMPANY: NEW HAMPSHIRE
Texas Management Services, LLC		05/14/2012	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	200 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10116
Entity Type:	Bank: UNITED STATES

CH $1615.00 3072727

PROPERTY NUMBERS Total: 64

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

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:	2437230	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:	2372871	HARBORFREIGHTTOOLS.COM
Registration Number:	3380099	H-M

	3380100	H-M
Registration Number:	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

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

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/

	05/15/2012

Total Attachments: 11
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Form **PTO-1594** (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: DE
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☒ Yes ☐ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Barclays Bank PLC

Street Address: 200 Park Avenue

City: New York

State: NY

Country: US Zip: 10116

☐ Individual(s) Citizenship
☐ Association Citizenship
☐ Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other bank Citizenship

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)

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

Execution Date(s) May 14, 2012

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

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

A. Trademark Application No.(s) Text

See Schedule attached to Release

B. Trademark Registration No.(s)

See Schedule attached to Release

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: 64

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

May 15, 2012
Date

Janet S. Wamsley
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

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

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Execution Version

RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY COLLATERAL

This RELEASE, dated as of May 14, 2012 (this "Release"), is made by BARCLAYS BANK PLC, in its capacity as the Collateral Agent for the Secured Parties (the "Collateral Agent"), in favor of the Grantors (as defined below), pursuant to the termination of the Credit Agreement, dated as of December 22, 2010, by and among HARBOR FREIGHT TOOLS USA, INC., a Delaware corporation (the "Borrower"), HFT HOLDINGS, INC., a Delaware corporation, the Collateral Agent, and the other persons party thereto (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Credit Agreement or the Intellectual Property Security Agreement (as defined below), as applicable.

WITNESSETH

WHEREAS, the Borrower, the other grantors party thereto (together with the Borrower, the "Grantors") and the Collateral Agent are parties to the Pledge and Security Agreement, dated as of December 22, 2010 (as amended, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement");

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantors executed the Intellectual Property Security Agreement by and among the Grantors and the Collateral Agent for the Secured Parties, dated December 22, 2010 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement") and recorded with the U.S. Patent and Trademark Office on December 28, 2010 at Reel/Frame Nos. 25569/0620 and 4438/0706, pursuant to which such Grantors granted to the Collateral Agent, for itself and for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantors' right, title and interest in, to and under all Patents (as defined in the Intellectual Property Security Agreement) (the "Patent Collateral"), Trademarks (as defined in the Intellectual Property Security Agreement) (the "Trademark Collateral"), Copyrights (as defined in the Intellectual Property Security Agreement) (the "Copyright Collateral") and Exclusive Copyright Licenses (as defined in the Intellectual Property Security Agreement) (the "Copyright License Collateral");

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

The Collateral Agent, on its own behalf and on behalf of the Secured Parties, hereby unconditionally and irrevocably relinquishes, terminates, cancels, discharges and releases any and all right, title and interest it or they may have or have acquired through the Intellectual Property Security Agreement, or otherwise, in and to the Patent Collateral, Trademark Collateral, Copyright Collateral, Copyright License Collateral and any other Intellectual Property Collateral (as defined in the Intellectual Property Security Agreement), including the patents and patent applications, and the trademark and service mark registrations listed on Schedule I attached hereto and incorporated herein by reference, together with all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements throughout the world and reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and goodwill associated with any of the foregoing (as applicable) (collectively, the "Released Collateral"), and hereby unconditionally and irrevocably assigns, transfers and conveys to the applicable Grantor all right, title and interest of the Collateral Agent and the Secured Parties in the Released Collateral. This Release shall be binding upon the Collateral Agent's legal representatives, successors and assigns.

The Collateral Agent authorizes the recordation of this Release with the U.S. Patent and Trademark Office and any other applicable registry, the filing of Uniform Commercial Code financing statements and the filing or recording of any other document or instrument necessary to place on record the release of the Collateral Agent's Lien upon and security interest in the Patent Collateral and the Trademark Collateral by the Grantors or any person authorized or designated by the Grantors, and any such recordation or filing shall be deemed to have been authorized by the Collateral Agent.

The Intellectual Property Security Agreement is hereby terminated.

The Collateral Agent agrees to provide the Grantors with any additional authorization and to execute any other documents necessary to effect the release of its security interest in the Released Collateral, all at the expense of the Grantors.

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TRADEMARK
REEL: 004780 FRAME: 0011

IN WITNESS WHEREOF, the Collateral Agent has executed this Release as of the date first set forth above.

BARCLAYS BANK PLC,
as Collateral Agent

By: _____
Name: David Barton
Title: Director

Signature Page to Release of Security Interest in Intellectual Property Collateral

SCHEDULE I

U.S. PATENTS AND PATENT APPLICATIONS

Security Interest at Reel/Frame No. 25569/0620

Grantor	Title	Application No. Filing Date	Patent No. Issue Date
Harbor Freight Tools USA, Inc.	Device for extending the bed of a transport vehicle	08/227,507 04/14/94	5,458,389 10/17/95
Harbor Freight Tools USA, Inc.	Apparatus for removing hardened substances	08/334,278 11/04/94	5,593,257 01/14/97
Harbor Freight Tools USA, Inc.	Ignition system test instrument	08/613,632 03/11/96	5,652,381 07/29/97
Harbor Freight Tools USA, Inc.	Trailer hitch mounted lifting attachment	09/287,708 04/07/99	6,164,895 12/26/00
Harbor Freight Tools USA, Inc.	Welding mask	29/178,171 03/21/03	D489,492 05/04/04
Harbor Freight Tools USA, Inc.	Welding helmet	29/219,779 12/21/04	D521,190 05/16/06
Harbor Freight Tools USA, Inc.	Extendable aluminum bar clamp	11/128,517 05/13/05	7,114,715 10/03/06
Harbor Freight Tools USA, Inc.	Cargo Carrier With Vehicle Attachment	12/014565 1/15/2008	
Harbor Freight Tools USA, Inc.	Ramp With Vehicle Attachment	12/014620 1/15/2008	7,661,171 02/16/10

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

Security Interest at Reel/Frame No. 4438/0706

Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
Harbor Freight Tools USA, Inc.	AMERICA'S FAVORITE TOOL STORE	78/276,913 07/21/03	3,072,727 03/28/06
Harbor Freight Tools USA, Inc.	BIG TOP	73/503,807 10/15/84	1,351,733 07/30/85

Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
Harbor Freight Tools USA, Inc.	Bumble Bee	75/043,114 12/15/95	2,191,713 09/29/98
Harbor Freight Tools USA, Inc.	BUNKER HILL SAFES	77212207 21-JUN-2007	3391325 04-MAR-2008
Harbor Freight Tools USA, Inc.	BUNKER HILL SECURITY	77212128 21-JUN-2007	3391324 04-MAR-2008
Harbor Freight Tools USA, Inc.	BUNKER HILL SECURITY PRODUCTS	78/503,084 10/20/04	3,057,400 02/07/06
Harbor Freight Tools USA, Inc.	CEN-TECH	78/549,143 01/18/05	3274234 07-AUG-2007
Harbor Freight Tools USA, Inc.	CENTRAL FLEX	73/423,125 04/25/83	1,281,579 06/12/84
Harbor Freight Tools USA, Inc.	CENTRAL FORGE	77613013 12-NOV-2008	3638843 16-JUN-2009
Harbor Freight Tools USA, Inc.	CENTRAL MACHINERY	78/414,343 05/06/04	3,044,780 01/17/06
Harbor Freight Tools USA, Inc.	CENTRAL MACHINERY	78/627,637 05/11/05	3271569 31-JUL-2007
Harbor Freight Tools USA, Inc.	CENTRAL PNEUMATIC	73/738,600 07/07/88	1,564,171 11/07/89
Harbor Freight Tools USA, Inc.	CENTRAL PNEUMATIC	73/812,933 07/17/89	1,623,254 11/20/90
Harbor Freight Tools USA, Inc.	CENTRAL FORGE	73/365,283 05/19/82	1,317,682 02/05/85
Harbor Freight Tools USA, Inc.	CENTRAL HYDRAULICS	73/376,377 07/26/82	1,307,657 12/04/84
Harbor Freight Tools USA, Inc.	CENTRAL MACHINERY	77103046 08-FEB-2007	3316735 23-OCT-2007
Harbor Freight Tools USA, Inc.	CHICAGO ELECTRIC	73/423,038 04/25/83	1,306,584 11/20/84

Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
Harbor Freight Tools USA, Inc.	CENTRAL PNEUMATIC TOOL	73/376,738 07/26/82	1,264,742 01/24/84
Harbor Freight Tools USA, Inc.	Diamond Life	75/290,488 05/12/97	2,195,090 10/13/98
Harbor Freight Tools USA, Inc.	Diamond Life	75/453,676 03/20/98	2,414,392 12/19/00
Harbor Freight Tools USA, Inc.	DM DRILLMASTER	73/422,925 04/25/83	1,280,530 06/05/84
Harbor Freight Tools USA, Inc.	ESSEX BRASS	75/669,025 03/26/99	2,420,638 01/16/01
Harbor Freight Tools USA, Inc.	ESSEX BRASS	76/033,674 04/25/00	2,435,405 03/13/01
Harbor Freight Tools USA, Inc.	ESSEX BRASS	76/034,137 04/25/00	2,437,230 03/20/01
Harbor Freight Tools USA, Inc.	ESSEX BRASS	76/034,141 04/25/00	2,471,426 07/24/01
Harbor Freight Tools USA, Inc.	ESSEX BRASS	76/063,611 05/26/00	2,566,695 05/07/02
Harbor Freight Tools USA, Inc.	FISHERMAN'S HABIT	75/208,815 12/05/96	2,142,233 03/10/98
Harbor Freight Tools USA, Inc.	GREYHOUND	77316036 29-OCT-2007	3588309 10-MAR-2009
Harbor Freight Tools USA, Inc.	HARBOR FREIGHT	75/646,850 02/17/99	2,394,977 10/17/00
Harbor Freight Tools USA, Inc.	HARBOR FREIGHT	73/739,403 07/12/88	1,530,291 03/14/89
Harbor Freight Tools USA, Inc.	HARBOR FREIGHT	75/668,760 03/26/99	2,403,471 11/14/00
Harbor Freight Tools USA, Inc.	HARBOR FREIGHT TOOLS	73/738,282 07/05/88	1,558,534 09/26/89

Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
Harbor Freight Tools USA, Inc.	HARBOR FREIGHT TOOLS	75/491,939 05/28/98	2,262,968 07/20/99
Harbor Freight Tools USA, Inc.	HARBOR FREIGHT TOOLS	75/492,058 05/28/98	2,264,787 07/27/99
Harbor Freight Tools USA, Inc.	HARBOR FREIGHT TOOLS USA	75/479,117 05/05/98	2,438,888 03/27/01
Harbor Freight Tools USA, Inc.	HARBOR FREIGHT USA	75/479,116 05/05/98	2,574,045 05/28/02
Harbor Freight Tools USA, Inc.	HARBOR FREIGHT USA	75/479,186 05/05/98	2,441,298 04/03/01
Harbor Freight Tools USA, Inc.	HARBOR FREIGHT TOOLS USA	75/479,185 05/05/98	2,476,123 08/07/01
Harbor Freight Tools USA, Inc.	harborfreight.com	75/799,209 09/15/99	2,397,649 10/24/00
Harbor Freight Tools USA, Inc.	harborfreighttools.com	75/796,398 09/10/99	2,372,871 08/01/00
Harbor Freight Tools USA, Inc.	HM	77/027,907 10/24/06	3380099 12-FEB-2008
Harbor Freight Tools USA, Inc.	HM	77/027,925 10/24/06	3380100 12-FEB-2008
Harbor Freight Tools USA, Inc.	IGNITION TRAK	78/728,168 10/06/05	3217190 13-MAR-2007
Harbor Freight Tools USA, Inc.	"INSIDE TRACK" CLUB	73/604,034 06/13/86	1,464,950 11/10/87
Harbor Freight Tools USA, Inc.	Lifetime CARBIDE	75/982,352 06/28/01	2,803,910 01/13/04
Harbor Freight Tools USA, Inc.	Lifetime CARBIDE	76/298,442 06/28/01	2,976,715 07/26/05
Harbor Freight Tools USA, Inc.	Lifetime CARBIDE SAWS	73/011,265 01/18/74	1,005,236 02/25/75

Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
Harbor Freight Tools USA, Inc.	NUT AND BOLT Storehouse	73/373,254 07/06/82	1,340,028 06/11/85
Harbor Freight Tools USA, Inc.	ONE STOP GARDENS	76/090,427 07/18/00	2,467,936 07/10/01
Harbor Freight Tools USA, Inc.	OOZE	77316053 29-OCT-2007	3577480 17-FEB-2009
Harbor Freight Tools USA, Inc.	OOZE	77316145 29-OCT-2007	3755204 02-MAR-2010
Harbor Freight Tools USA, Inc.	PACIFIC HYDROSTAR	77248241 06-AUG-2007	3385236 19-FEB-2008
Harbor Freight Tools USA, Inc.	PITTSBURGH FORGE	73/492,210 07/30/84	1,392,153 05/06/86
Harbor Freight Tools USA, Inc.	Pittsburgh	73/486,694 06/25/84	1,337,579 05/28/85
Harbor Freight Tools USA, Inc.	PRO-KART	74/518,584 04/29/94	1,898,834 06/13/95
Harbor Freight Tools USA, Inc.	PUTTY CHASER	78/567,397 02/15/05	3,097,647 05/30/06
Harbor Freight Tools USA, Inc.	RAPID PUMP	76/472,125 12/04/02	2,779,361 11/04/03
Harbor Freight Tools USA, Inc.	ROAD SHOCK	77/085,177 01/17/07	3554621 30-DEC-2008
Harbor Freight Tools USA, Inc.	STOREHOUSE	78/414,318 05/06/04	2,946,255 05/03/05
Harbor Freight Tools USA, Inc.	THUNDERBOLT MAGNUM	78/521,712 11/23/04	3206727 06-FEB-2007
Harbor Freight Tools USA, Inc.	U.S. GENERAL	76/378,532 02/28/02	2,807,203 01/20/04
Harbor Freight Tools USA, Inc.	U.S. GENERAL	76/378,531 02/28/02	2,807,202 01/20/04
Harbor Freight Tools	U.S. GENERAL	76/378,535	2,710,979

Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
USA, Inc.		02/28/02	04/29/03
Harbor Freight Tools USA, Inc.	WD Windsor Design	75/209,060 12/05/96	2,163,466 06/09/98

U.S. COPYRIGHT REGISTRATIONS

None.