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
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		05/15/2012	LIMITED LIABILITY COMPANY: NEW HAMPSHIRE
Texas Management Services, LLC		05/15/2012	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Webster Bank, National Association
Street Address:	One Boston Place
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	National Bank: UNITED STATES

CH $1790.00 3072727

PROPERTY NUMBERS Total: 71

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:	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:	3380099	H-M
Registration Number:	3380100	H-M
Registration Number:	3982428	HAUL-MASTER

	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
Serial Number:	85401773	WARRIOR
Serial Number:	85528188	BADLAND
Serial Number:	85521122	GORDON
Serial Number:	85558850	FASTEN-PRO
Serial Number:	85475594	PREDATOR
Serial Number:	85352103	METAL HEAD
Registration Number:	2437230	ESSEX BRASS
Registration Number:	2372871	HARBORFREIGHTTOOLS.COM

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/
Date:	05/15/2012

Total Attachments: 12
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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: Wells Fargo Bank, National Association

Street Address: One Boston Place

City: Boston

State: MA

Country: US Zip: 02108

☐ Individual(s) Citizenship
☐ Association Citizenship
☐ Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other National Bank Citizenship US

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

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 Security Agreement

B. Trademark Registration No.(s)

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: 71

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: Janet S. Wamsley
Signature

May 15, 2012
Date

Janet S. Wamsley
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

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

1438963.1

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Trademark Security Agreement***") dated May 14, 2012, is made by the Persons listed on the signature pages hereof (collectively, the "***Grantors***") in favor of Wells Fargo Bank, National Association, as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "***Administrative 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 Wells Fargo Bank, National Association, as Administrative Agent, (ii) each Secured Hedge Agreement, (iii) each Secured Bank Product Agreement, and (iv) 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 Issuers have agreed to issue Letters of Credit for the account of the Borrower or a Restricted Subsidiary on 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, the providers of Bank Products have agreed to enter into and/or maintain one or more Secured Bank Product 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, Secured Bank Product Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders' extension of such credit, the issuance by the Issuers of Letters of Credit for the account of the Borrower or a Restricted Subsidiary, the Hedge Banks entering into and/or maintaining such Secured Hedge Agreements, the providers of Bank Products entering into and/or maintaining such Secured Bank Product 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 the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Security Agreement***").

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this 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 Administrative 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 Administrative 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 Administrative 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 have executed this Trademark Security Agreement as of the date first above written.

GRANTORS:

HARBOR FREIGHT TOOLS USA, INC.

By: _____
Name: ROBERT RENE
Title: CHIEF OPERATING OFFICER

HFT HOLDINGS, INC.

By: _____
Name: ROBERT RENE
Title: CHIEF OPERATING OFFICER

TEXAS MANAGEMENT SERVICES, LLC

By: Harbor Freight Tools USA, Inc.
Its: Manager

By: _____
Name: ROBERT RENE
Title: CHIEF OPERATING OFFICER

HARBOR FREIGHT TOOLS TEXAS, L.P.

By: Texas Management Services, LLC
Its: General Partner

By: Harbor Freight Tools USA, Inc.
Its: Manager

By: _____
Name: ROBERT RENE
Title: CHIEF OPERATING OFFICER

[Signature Page to Trademark Security Agreement]

HARBOR FREIGHT TOOLS INCENTIVES, LLC

By: Harbor Freight Tools USA, Inc.
Its: Manager

By: _____
Name: ROBERT RENE
Title: CHIEF OPERATING OFFICER

CENTRAL PURCHASING, LLC

By: _____
Name: ROBERT RENE
Title: CHIEF OPERATING OFFICER

CENTRAL PURCHASING INTERNATIONAL INC.

By: _____
Name: ROBERT RENE
Title: CHIEF OPERATING OFFICER

[Signature Page to Trademark Security Agreement]

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent and Grantee

By: _____
Name: William Chan
Title: Director

[Signature Page to Trademark Security Agreement]

SCHEDULE A

Owner/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
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

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Owner/Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
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
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	75/646,850	2,394,977

Owner/Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
Harbor Freight Tools USA, Inc.		02/17/99	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
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.	H-M	77/027,907 10/24/06	3380099 12-FEB-2008
Harbor Freight Tools USA, Inc.	H-M	77/027,925 10/24/06	3380100 12-FEB-2008
Harbor Freight Tools USA, Inc.	HAUL-MASTER	78468153	3982428
Harbor Freight Tools	IGNITION TRAK	78/728,168 10/06/05	3217190 13-MAR-2007

Owner/Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
USA, Inc.			
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
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 2-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

Owner/Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
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 USA, Inc.	U.S. GENERAL	76/378,535 02/28/02	2,710,979 04/29/03
Harbor Freight Tools USA, Inc.	WD Windsor Design	75/209,060 12/05/96	2,163,466 06/09/98
Harbor Freight Tools USA, Inc.	WARRIOR	85401773 4/18/11	
Harbor Freight Tools USA, Inc.	BADLAND	85528188 1/13/12	
Harbor Freight Tools USA, Inc.	GORDON	85521122 1/20/12	
Harbor Freight Tools USA, Inc.	FASTEN-PRO	85558850 3/2/12	
Harbor Freight Tools USA, Inc.	PREDATOR	85475594 11/17/11	
Harbor Freight Tools USA, Inc.	METAL HEAD	85352103 6/21/11	

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