

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Supplement to Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Harbor Freight Tools USA, Inc.		06/28/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	One Boston Place, 19th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85763124	LUMINAR INDOOR	
<b>Serial Number:</b>	85763112	LUMINAR WORK	
<b>Serial Number:</b>	85763076	LUMINAR OUTDOOR	
<b>Serial Number:</b>	85873938	VOYAGER	
<b>Registration Number:</b>	4341361	EARTHQUAKE	
<b>Serial Number:</b>	85846592	GREENWOOD	
<b>Serial Number:</b>	85891931	HFT	
<b>Serial Number:</b>	85798534	PREDATOR	
<b>Registration Number:</b>	4300776	HARBOR FREIGHT TOOLS	

Phone: 2023704761  
Email: tfahey@nationalcorp.com  
Correspondent Name: Thomas Fahey  
Address Line 1: 1025 Vermont Avenue NW, Suite 1130  
Address Line 2: National Corporate Research, Ltd.  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Janet S. Wamsley
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Signature:	/Janet S. Wamsley/
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Date:	07/02/2013
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Total Attachments: 4  
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FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This Supplement to Trademark Security Agreement (this "Supplement") is made as of the 28<sup>th</sup> day of June, 2013 by Harbor Freight Tools USA, Inc. (the "Grantor"), in favor of Wells Fargo Bank, National Association, as administrative agent (in such capacity, together with its successors and permitted assigns, ("Administrative Agent")) for the Secured Parties.

WHEREAS, the Grantor and each of the entities listed on Schedule 1 attached hereto (collectively, the "Grantors") executed and delivered a Trademark Security Agreement dated May 14, 2012 and recorded on May 15, 2012 at Reel 004780, Frame 0019 (as amended of record from time to time hereinafter, the "Grant") in favor of the Administrative Agent, pursuant to which the Grantors pledged, assigned and granted a security interest in certain Trademarks (as defined therein); and

WHEREAS, the Grantor has developed ten (10) additional Trademarks and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Trademarks in favor of the Administrative Agent.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Grant.
2. Supplement to Schedule A. Schedule A to the Grant is hereby supplemented, but not replaced, by Schedule A-1 annexed hereto.
3. Miscellaneous:
  - a. Except as provided herein, all terms and conditions of the Grant remain in full force and effect. The Grantors hereby ratify, confirm and reaffirm all of the representations, warranties and covenants contained therein.
  - b. This Supplement covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

[signature pages follow]

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

**GRANTOR:**

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

By:   
Name: JORDAN COPLAND  
Title: CHIEF FINANCIAL OFFICER

*[Signature Page to First Supplemental Trademark Security Agreement]*

SCHEDULE 1

HARBOR FREIGHT TOOLS USA, INC.  
HFT HOLDINGS, INC.  
TEXAS MANAGEMENT SERVICES, LLC  
HARBOR FREIGHT TOOLS TEXAS, L.P.  
HARBOR FREIGHT TOOLS INCENTIVES, LLC  
CENTRAL PURCHASING, LLC  
CENTRAL PURCHASING INTERNATIONAL INC.

SCHEDULE A-1

<b>Owner</b>	<b>Mark</b>	<b>Application No.</b>	<b>Registration No.</b>
Harbor Freight Tools USA, Inc.	LUMINAR INDOOR	85763124	
Harbor Freight Tools USA, Inc.	LUMINAR WORK	85763112	
Harbor Freight Tools USA, Inc.	LUMINAR OUTDOOR	85763076	
Harbor Freight Tools USA, Inc.	VOYAGER	85873938	
Harbor Freight Tools USA, Inc.	EARTHQUAKE	85669333	4341361
Harbor Freight Tools USA, Inc.	GREENWOOD	85846592	
Harbor Freight Tools USA, Inc.	HFT	85891931	
Harbor Freight Tools USA, Inc.	PREDATOR	85798534	
Harbor Freight Tools USA, Inc.	HARBOR FREIGHT TOOLS	85669037	4300776
Harbor Freight Tools USA, Inc.	QUALITY TOOLS AT RIDICULOUSLY LOW PRICES	85669074	4292108

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