

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harbor Freight Tools USA, Inc.		07/01/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	85763124	LUMINAR INDOOR	
Serial Number:	85763112	LUMINAR WORK	
Serial Number:	85763076	LUMINAR OUTDOOR	
Serial Number:	85873938	VOYAGER	
Serial Number:	85669333	EARTHQUAKE	
Serial Number:	85846592	GREENWOOD	
Serial Number:	85891931	HFT	
Serial Number:	85798534	PREDATOR	
Serial Number:	85669037	HARBOR FREIGHT TOOLS	
Serial Number:	85669074	QUALITY TOOLS AT RIDICULOUSLY LOW PRICES	
CORRESPONDENCE DATA			
Fax Number:	8004945225		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			

OP \$265.00 85763124

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

ATTORNEY DOCKET NUMBER:

F145473

NAME OF SUBMITTER:

Megan M. Teixeira

Signature:

/Megan M. Teixeira/

Date:

07/10/2013

Total Attachments: 5

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AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT

(FIRST SUPPLEMENTAL FILING)

This AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING) (the "*First Supplemental Trademark Security Agreement*") dated July 1, 2013, is made by the Person listed on the signature pages hereof (the "*Grantor*") in favor of Credit Suisse AG, Cayman Islands Branch as Collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Collateral 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 Credit Suisse AG, Cayman Islands Branch as Collateral Agent, (ii) each Secured Hedge Agreement, and (iii) 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 Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge 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, or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders' extension of such credit, the Hedge Banks entering into and/or maintaining such Secured Hedge Agreements, and the Cash Management Banks entering into and/or maintaining such Cash Management Services, the Grantor has executed and delivered that certain Security Agreement dated May 14, 2012 made by each grantor party thereto to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and that certain Trademark Security Agreement dated May 14, 2012 made by each grantor party thereto to the Collateral Agent and recorded at Reel/Frame No. 4785/0748.

Whereas, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, including After-Acquired Intellectual Property, and has agreed, in accordance thereof, to execute this First Supplemental 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 Collateral 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 Collateral 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 Collateral 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.

[Remainder of this page intentionally left blank]

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]

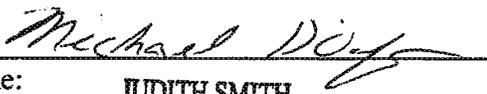
IN WITNESS WHEREOF, the undersigned have executed this First Supplemental Trademark Security Agreement as of the date first above written.

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

By: _____
Name
Title:

**CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH,** as Collateral Agent
and Grantee

By: 
Name: **MICHAEL D'ONOFRIO**
Title: **AUTHORIZED SIGNATORY**

By: 
Name: **JUDITH SMITH**
Title: **AUTHORIZED SIGNATORY**

SCHEDULE A

Owner/Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
Harbor Freight Tools USA, Inc.	LUMINAR INDOOR	85763124 10/25/2012	NONE
Harbor Freight Tools USA, Inc.	LUMINAR WORK	85763112 10/25/2012	NONE
Harbor Freight Tools USA, Inc.	LUMINAR OUTDOOR	85763076 10/25/2012	NONE
Harbor Freight Tools USA, Inc.	VOYAGER	85873938 3/12/2013	NONE
Harbor Freight Tools USA, Inc.	EARTHQUAKE	85669333 7/5/2012	4341361 5/28/2013
Harbor Freight Tools USA, Inc.	GREENWOOD	85846592 2/11/2013	NONE
Harbor Freight Tools USA, Inc.	HFT	85891931 4/1/2013	NONE
Harbor Freight Tools USA, Inc.	PREDATOR	85798534 12/10/2012	4354092 6/18/2013
Harbor Freight Tools USA, Inc.	HARBOR FREIGHT TOOLS	85669037 7/5/2012	4300776 3/12/2013
Harbor Freight Tools USA, Inc.	QUALITY TOOLS AT RIDICULOUSLY LOW PRICES	85669074 7/5/2012	4292108 2/19/2013