

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501000

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harbor Freight Tools USA, Inc.		12/06/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4867385	LUMINAR WORK	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1023397 TM IPSA		
NAME OF SUBMITTER:	Maria Matilde Morales		
SIGNATURE:	/Maria Matilde Morales/		
DATE SIGNED:	12/06/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the “**Trademark Security Agreement**”) dated December 6, 2018, 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 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**”).

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, and has agreed, in accordance 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 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 has executed this Trademark Security Agreement as of the date first written above.

GRANTOR:

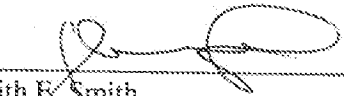
HARBOR FREIGHT TOOLS USA, INC.

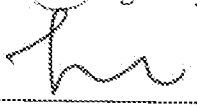
By: 

Name: **MARC FRIEDMAN**

Title: **SECRETARY**

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

By: 
Name: Judith E. Smith
Title: Authorized Signatory

By: 
Name: Joan Park
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE A

Trademarks

Owner/Grantor	Country/State	Trademark	Status	Registration No. / Application No. (as applicable)	Registration Date / Application Date (as applicable)
Harbor Freight Tools USA, Inc.	United States of America	LUMINAR WORK	Registered	4867385	12/08/2015