

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603430

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Harbor Freight Tools USA, Inc. | | 10/15/2020 | Corporation: DELAWARE |
| Central Purchasing, LLC | | 10/15/2020 | Limited Liability Company: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Credit Suisse AG, Cayman Islands Branch, as Collateral Agent and Grantee | | |
| Street Address: | 11 Madison Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10010 | | |
| Entity Type: | Bank: SWITZERLAND | | |
| PROPERTY NUMBERS Total: 73 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88841544 | COBRA | |
| Serial Number: | 88754907 | ICON | |
| Serial Number: | 88641186 | GHOST | |
| Registration Number: | 5813669 | DELIVERING VALUE FOR THE HARDWORKING | |
| Registration Number: | 5935335 | BIGFOOT | |
| Registration Number: | 5939509 | ADMIRAL | |
| Registration Number: | 6070282 | ATLAS | |
| Registration Number: | 6070283 | ATLAS | |
| Registration Number: | 5939482 | OUTLOOK | |
| Serial Number: | 88135577 | ICON | |
| Serial Number: | 88135584 | ICON | |
| Serial Number: | 88135583 | ICON | |
| Serial Number: | 88135587 | ICON | |
| Serial Number: | 88135590 | ICON | |
| Registration Number: | 5865807 | WARRIOR | |
| Registration Number: | 5924021 | WARRIOR | |
| Registration Number: | 5824594 | THUNDERBOLT MAGNUM | |
| Serial Number: | 88052421 | ICON | |

TRADEMARK

| Property Type | Number | Word Mark |
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| Serial Number: | 88052424 | ICON |
| Serial Number: | 88052426 | ICON |
| Registration Number: | 5854745 | EARTHQUAKE XT |
| Registration Number: | 6110433 | ELECTRA SHIELD |
| Registration Number: | 6110434 | ELECTRA SHIELD NON-STICK COATING |
| Registration Number: | 5690200 | WINDSOR DESIGN |
| Registration Number: | 5962441 | A APEX |
| Registration Number: | 6158707 | FF |
| Registration Number: | 5875390 | FORTRESS |
| Registration Number: | 5846767 | FF |
| Registration Number: | 5962434 | FASTEN STRONG |
| Registration Number: | 5940340 | KENWAY |
| Registration Number: | 5773221 | QUANTUM |
| Registration Number: | 5675018 | ZURICH |
| Registration Number: | 5846761 | THUNDERBOLT EDGE |
| Registration Number: | 5771718 | OLSEN |
| Registration Number: | 5864046 | BANKS |
| Registration Number: | 5666743 | BREMEN |
| Registration Number: | 5679593 | MERLIN |
| Registration Number: | 5731667 | VULCAN |
| Registration Number: | 5771710 | AMES INSTRUMENTS |
| Registration Number: | 5946445 | PIERCE |
| Registration Number: | 5962420 | APEX |
| Registration Number: | 5766039 | ARMSTRONG |
| Registration Number: | 5854528 | PREDATOR |
| Registration Number: | 5655728 | FISCHER |
| Registration Number: | 5666362 | GRANT'S |
| Registration Number: | 5766021 | FISCHER |
| Serial Number: | 87955920 | CHIEF |
| Serial Number: | 87955921 | SPECTRUM |
| Registration Number: | 5904283 | SPECTRUM |
| Registration Number: | 5649204 | TAILGATOR |
| Registration Number: | 5767235 | GRANT'S GARAGE |
| Registration Number: | 5817540 | QUINN |
| Registration Number: | 5759572 | BAXTER |
| Registration Number: | 5649016 | CREEKSTONE |
| Registration Number: | 5720002 | APACHE |
| Registration Number: | 5649019 | DOYLE |

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 5766002 | BERGER |
| Registration Number: | 5934332 | SCHNEIDER |
| Registration Number: | 5608923 | MCGRAW |
| Serial Number: | 87935275 | BLACK WIDOW |
| Serial Number: | 87933985 | AVANTI |
| Registration Number: | 5795716 | ADMIRAL |
| Registration Number: | 5550994 | ICON |
| Registration Number: | 5565047 | FISHERMAN'S HABIT |
| Registration Number: | 5429982 | YUKON |
| Registration Number: | 5398218 | MADDOX |
| Registration Number: | 5130628 | QUALITY TOOLS LOWEST PRICES |
| Registration Number: | 5056353 | ADMIRAL |
| Registration Number: | 6042731 | BLACK WIDOW |
| Registration Number: | 3922010 | |
| Registration Number: | 3922011 | PEOPLE. PARTS. COLLABORATION. DISTRIBUTI |
| Registration Number: | 5976603 | FASTENSTRONG |
| Registration Number: | 5691766 | HARBOR FREIGHT |

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Jennifer Tindie
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

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|--------------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 1277658 TM |
| NAME OF SUBMITTER: | Karen S. Cottrell |
| SIGNATURE: | /Karen S. Cottrell/ |
| DATE SIGNED: | 10/16/2020 |

Total Attachments: 11

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AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT

(THIRD SUPPLEMENTAL FILING)

This AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT (THIRD SUPPLEMENTAL FILING) (the “**Third Supplemental Trademark Security Agreement**”) dated October 15, 2020, is made by the Persons listed on the signature pages hereof as Grantors (the “**Grantors**”) in favor of Credit Suisse AG 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 by Refinancing Amendment No. 1, dated as of July 26, 2013, Refinancing Amendment No. 2, dated as of August 19, 2016, and Refinancing Amendment No. 3, dated as of January 24, 2018, and as otherwise 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, each 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**”), 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, that certain First Supplemental Trademark Security Agreement dated July 1, 2013 made by each grantor party thereto to the Collateral Agent and recorded at Reel/Frame No. 5067/0194, and that certain After-Acquired Trademark Security Agreement (Second Supplemental Filing) dated August 19, 2016 made by each grantor party thereto to the Collateral Agent and recorded at Reel/Frame No. 5859/0599.

Whereas, under the terms of the Security Agreement, each 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 such Grantor, including After-Acquired Intellectual Property, and has agreed, in accordance thereof, to execute this Third 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 such 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 Third Supplemental 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 Third Supplemental 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 Third Supplemental Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Third Supplemental 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.

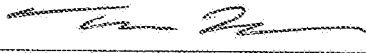
SECTION 6. Security Agreement. This Third Supplemental Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, 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 Third Supplemental Trademark Security Agreement.

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

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

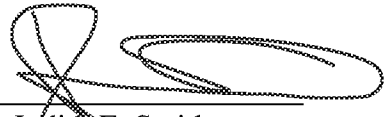
By: 
Name: Tomas Kokko
Title: Chief Financial Officer

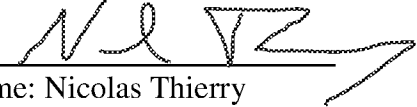
CENTRAL PURCHASING, LLC,
a California limited liability company,
Grantor

By: 
Name: Tomas Kokko
Title: Chief Financial Officer

[Signature Page to Third Supplemental Trademark Security Agreement]

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

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

By: 
Name: Nicolas Thierry
Title: Authorized Signatory

SCHEDULE A

| <u>GRANTOR</u> | <u>TRADEMARK</u> | <u>SERIAL/REG. NO.</u> | <u>APP./REG. DATE</u> |
|---|---|----------------------------|-----------------------------|
| HARBOR FREIGHT TOOLS USA, INC. | COBRA | 88841544 | 20-MAR-2020 |
| HARBOR FREIGHT TOOLS USA, INC. | ICON | 88754907/ | 10-JAN-2020/ |
| HARBOR FREIGHT TOOLS USA, INC. | GHOST | 88641186 | 03-OCT-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | FASTENSTRONG | 88523544/ 5976603 | 19-JUL-2019/ 04-FEB-2020 |
| HARBOR FREIGHT TOOLS USA, INC. | DELIVERING VALUE FOR THE HARDWORKING | 88262499/ 5813669 | 15-JAN-2019/ 23-JUL-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | BIGFOOT | 88215755/ 5935335 | 04-DEC-2018/ 17-DEC-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | ADMIRAL | 88151887/ 5939509 | 11-OCT-2018/ 17-DEC-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | ATLAS | 88147770/ 6070282 | 09-OCT-2018/ 02-JUN-2020 |
| HARBOR FREIGHT TOOLS USA, INC. | ATLAS | 88147785/ 6070283 | 09-OCT-2018/ 02-JUN-2020 |
| HARBOR FREIGHT | OUTLOOK | 88144967/ 5939482 | 05-OCT-2018/ 17-DEC-2019 |

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| TOOLS USA, INC. | | | |
| HARBOR FREIGHT TOOLS USA, INC. | ICON | 88135577 | 28-SEP-2018 |
| HARBOR FREIGHT TOOLS USA, INC. | ICON | 88135584 | 28-SEP-2018 |
| HARBOR FREIGHT TOOLS USA, INC. | ICON | 88135583 | 28-SEP-2018 |
| HARBOR FREIGHT TOOLS USA, INC. | ICON | 88135587 | 28-SEP-2018 |
| HARBOR FREIGHT TOOLS USA, INC. | ICON | 88135590 | 28-SEP-2018 |
| HARBOR FREIGHT TOOLS USA, INC. | WARRIOR | 88104407/ 5865807 | 04-SEP-2018/ 24-SEP-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | WARRIOR | 88100552/ 5924021 | 31-AUG-2018/ 03-DEC-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | HARBOR FREIGHT | 88087354/ 5691766 | 21-AUG-2018/ 05-MAR-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | THUNDERBOLT MAGNUM | 88054246/ 5824594 | 26-JUL-2018/ 06-AUG-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | ICON | 88052421 | 25-JUL-2018 |

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| HARBOR FREIGHT TOOLS USA, INC. | ICON | 88052424 | 25-JUL-2018 |
| HARBOR FREIGHT TOOLS USA, INC. | ICON | 88052426 | 25-JUL-2018 |
| HARBOR FREIGHT TOOLS USA, INC. | EARTHQUAKE XT | 88041883/ 5854745 | 17-JUL-2018/ 10-SEP-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | ELECTRA SHIELD | 88038274/ 6110433 | 15-JUL-2018/ 28-JUL-2020 |
| HARBOR FREIGHT TOOLS USA, INC. | ELECTRA SHIELD NON-STICK COATING & Design | 88038275/ 6110434 | 15-JUL-2018/ 28-JUL-2020 |
| HARBOR FREIGHT TOOLS USA, INC. | WINDSOR DESIGN | 88037068/ 5690200 | 13-JUL-2018/ 05-MAR-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | A APEX & Design | 88027736/ 5962441 | 06-JUL-2018/ 14-JAN-2020 |
| HARBOR FREIGHT TOOLS USA, INC. | FF Design | 88021698 6158707 | 29-JUN-2018 22-SEP-2020 |
| HARBOR FREIGHT TOOLS USA, INC. | FORTRESS | 88021703/ 5875390 | 29-JUN-2018/ 01-OCT-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | FF Design | 88021697/ 5846767 | 29-JUN-2018/ 27-AUG-2019 |
| HARBOR FREIGHT | FASTEN STRONG | 88019469/ 5962434 | 28-JUN-2018/ 14-JAN-2020 |

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| TOOLS USA, INC. | | | |
| HARBOR FREIGHT TOOLS USA, INC. | KENWAY | 88019483/ 5940340 | 28-JUN-2018/ 17-DEC-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | QUANTUM | 88015167/ 5773221 | 26-JUN-2018/ 11-JUN-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | ZURICH | 88015197/ 5675018 | 26-JUN-2018/ 12-FEB-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | THUNDERBOLT EDGE | 88015602/ 5846761 | 26-JUN-2018/ 27-AUG-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | OLSEN | 88015606/ 5771718 | 26-JUN-2018/ 04-JUN-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | BANKS | 88015809/ 5864046 | 26-JUN-2018/ 17-SEP-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | BREMEN | 88014387/ 5666743 | 25-JUN-2018/ 29-JAN-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | MERLIN | 88014389/ 5679593 | 25-JUN-2018/ 19-FEB-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | VULCAN | 88012258/ 5731667 | 23-JUN-2018/ 23-APR-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | AMES INSTRUMENTS | 88009035/ 5771710 | 21-JUN-2018/ 04-JUN-2019 |

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| HARBOR FREIGHT TOOLS USA, INC. | PIERCE | 88010123/ 5946445 | 21-JUN-2018/ 24-DEC-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | APEX | 88007451/ 5962420 | 20-JUN-2018/ 14-JAN-2020 |
| HARBOR FREIGHT TOOLS USA, INC. | ARMSTRONG | 88006823/ 5766039 | 19-JUN-2018/ 28-MAY-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | PREDATOR | 88002502/ 5854528 | 15-JUN-2018/ 10-SEP-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | FISCHER & Design | 87956680/ 5655728 | 11-JUN-2018/ 15-JAN-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | GRANT'S | 87955915/ 5666362 | 10-JUN-2018/ 29-JAN-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | FISCHER | 87955919/ 5766021 | 10-JUN-2018/ 28-MAY-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | CHIEF | 87955920 | 10-JUN-2018 |
| HARBOR FREIGHT TOOLS USA, INC. | SPECTRUM | 87955921 | 10-JUN-2018 |
| HARBOR FREIGHT TOOLS USA, INC. | SPECTRUM | 87981819/ 5904283 | 10-JUN-2018/ 05-NOV-2019 |
| HARBOR FREIGHT | TAILGATOR | 87950872/ 5649204 | 06-JUN-2018/ 08-JAN-2019 |

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| TOOLS USA, INC. | | | |
| HARBOR FREIGHT TOOLS USA, INC. | GRANT'S GARAGE | 87951052/ 5767235 | 06-JUN-2018/ 04-JUN-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | QUINN | 87949998/ 5817540 | 05-JUN-2018/ 30-JUL-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | BAXTER | 87944989/ 5759572 | 01-JUN-2018/ 21-MAY-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | CREEKSTONE | 87943669/ 5649016 | 31-MAY-2018/ 08-JAN-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | APACHE | 87943672/ 5720002 | 31-MAY-2018/ 09-APR-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | DOYLE | 87943682/ 5649019 | 31-MAY-2018/ 08-JAN-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | BERGER | 87943684/ 5766002 | 31-MAY-2018/ 28-MAY-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | SCHNEIDER | 87936446/ 5934332 | 25-MAY-2018/ 10-DEC-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | MCGRAW | 87934908/ 5608923 | 24-MAY-2018/ 13-NOV-2018 |
| HARBOR FREIGHT TOOLS USA, INC. | BLACK WIDOW | 87935275 | 24-MAY-2018 |

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| HARBOR FREIGHT TOOLS USA, INC. | AVANTI | 87933985 | 23-MAY-2018 |
| HARBOR FREIGHT TOOLS USA, INC. | ADMIRAL | 87933983/ 5795716 | 23-MAY-2018/ 02-JUL-2019 |
| HARBOR FREIGHT TOOLS USA, INC. | ICON | 87885145/ 5550994 | 19-APR-2018/ 28-AUG-2018 |
| HARBOR FREIGHT TOOLS USA, INC. | FISHERMAN'S HABIT | 87775039/ 5565047 | 29-JAN-2018/ 18-SEP-2018 |
| HARBOR FREIGHT TOOLS USA, INC. | YUKON | 87486152/ 5429982 | 13-JUN-2017/ 20-MAR-2018 |
| HARBOR FREIGHT TOOLS USA, INC. | MADDOX | 87976514/ 5398218 | 02-JUN-2016/ 06-FEB-2018 |
| HARBOR FREIGHT TOOLS USA, NC. | QUALITY TOOLS LOWEST PRICES | 86864098/ 5130628 | 03-JAN-2016/ 24-JAN-2017 |
| HARBOR FREIGHT TOOLS USA, INC. | ADMIRAL | 86980078/ 5056353 | 11-JUN-2015/ 04-OCT-2016 |
| HARBOR FREIGHT TOOLS USA, INC. | BLACK WIDOW | 88731622/ 6042731 | 18-DEC-2019 28-APR-2020 |
| CENTRAL PURCHASING, LLC | DESIGN ONLY | 77946472/ 3922010 | 26-FEB-2010 22-FEB-2011 |
| CENTRAL PURCHASING, LLC | PEOPLE. PARTS. COLLABORATION. DISTRIBUTION | 77946486/ 3922011 | 26-FEB-2010 22-FEB-2011 |

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