

12-06-2000



RE

EET

Our Ref: 25043-0016

101541390

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New
 Resubmission (Non-Recordation)
Document ID # _____
 Correction of PTO Error
Reel # _____ Frame # _____
 Corrective Document
Reel # _____ Frame # _____

11-21-00



Conveyance Type

Assignment _____ License
 Security Agreement _____ Nunc Pro Tunc Assignment
 Merger
Effective Date
Month Day Year
 Change of Name 11/1/00
 Other _____

Conveying Party

_____ Mark if additional names of conveying parties attached

Name Pawtucket Fasteners, L.P.

Execution Date
Month Day Year

11/1/00

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization _____

Receiving Party

_____ Mark if additional names of receiving parties attached

Name The Hillman Group, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 10590 Hamilton Avenue

Address (line 2) _____

Address (line 3) Cincinnati, OH 45231

Individual General Partnership Limited Partnership

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

12/05/2000 MTHAI1 00000185 1623263

01 FC:481 40.00 OP
02 FC:482 225.00 OP

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number (202) 467-7886

Name Lisa D. Herbst, Esq.

Address (line 1) MORGAN, LEWIS & BOCKIUS LLP

Address (line 2) 1800 M Street, N.W. , Attn: TMSU

Address (line 3) Washington, D.C. 20036

Pages Enter the total number of pages of the attached conveyance document including any attachments.

4

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers are attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1,623,263	1,639,505	1,187,339	1,321,763
1,624,427	1,133,962	1,172,836	
2,041,880	1,632,909	1,383,013	

Number of Properties Enter the total number of properties involved. 10

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$ \$265.00

Method of Payment: Check Enclosed X

Deposit Account _____

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: 13-4520

Authorization to charge additional fees: Yes X No _____

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Lisa D. Herbst
Name of Person Signing

Lisa Herbst
Signature

11/21/00
Date Signed

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of the 1st day of November, 2000, by Pawtucket Fasteners, L.P., a Rhode Island Limited Partnership, having its principal business address at 327 Pine Street, Pawtucket, RI 02862, (hereinafter "Assignor"), in favor of The Hillman Group, Inc., a Delaware corporation, having a principal business address at 10590 Hamilton Avenue, Cincinnati, OH 45231 (hereinafter "Assignee").

WHEREAS, Assignor owned all right, title and interest in and to the marks listed on the attached Schedule A (hereinafter "Marks"), the federal registrations therefor, and the goodwill developed through the use of the Marks;

WHEREAS, Assignee, pursuant to the terms of that certain Asset Purchase Agreement dated October 3, 2000, as amended by Amendment No. 1 thereto dated as of November 1, 2000 (together the "Purchase Agreement"), is the successor to that portion of the Assignor's business known as the Sharon-Philstone division (the "Business") to which the Marks pertained and the Business was at the time of the Assignment, and still is, ongoing and existing; and


WHEREAS the parties now wish to ratify and confirm this sale, Assignment and transfer of all right, title and interest in and to the Marks, and the good will of the Business symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and pursuant to the Purchase Agreement, Assignor hereby sells, assigns, transfers and sets over to Assignee, the entire right, title, interest in and to the Marks and the registrations therefor as identified on Schedule A and the goodwill of the

Business connected with the Marks, the same to be held and enjoyed by Assignee, its successors,
assigns and other legal representatives.

IN WITNESS WHEREOF, the undersigned has caused this Trademark
Assignment to be executed as of this 15 day of November, 2000.

PAWTUCKET FASTENERS, L.P.
By: Pawtucket Fasteners, Inc.
Its: General Partner

By: 
David M. Hirsch
President

Schedule A

Mark	Registration No.
WEATHER-TUFF	1,623,263
POWER PRO	1,624,427
THE FASTENER SOURCE	2,041,880
SHARON Plus Design	1,639,505
PHILSTONE Plus Design	1,133,962
INDEPENDENT FASTENER	1,632,909
SURE-WAY Plus Design	1,187,339
BONNIE LASS Plus Design	1,172,836
EVER-SHIELD	1,383,013
ENUF STUF	1,321,763