FORM PTO-1618A Expires 06/30/99 OMB 0651-0027

12-12-2000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

TRADEMARK

SHEET

Our Ref: 25043-0016 10154678	4
TO: The Commissioner of Patents and Trademarks: Please record	the attached original document(s) or copy(ies).
Submission Type	Conveyance Type
X New 11-15-0 0	Assignment License
Resubmission (Non-Recordation) Document ID #	Security Agreement Nunc Pro Tunc Assignment
— Correction of PTO Error	Merger Effective Date Month Day Year Change of Name
Reel # Frame # (15 15 15 15 15 15 15 15 15 15 15 15 15	Change of Name
Corrective Document Reel # Frame #	A Other Release of Security Interest
Conveying Party Mark	if additional names of conveying parties attached Execution Date
Name _Fleet National Bank	Month Day Year
Formerly	11/1/00
IndividualGeneral PartnershipLimited Pa	
X Other - A National Banking Association	
Citizenship/State of Incorporation/Organization	
	onal names of receiving parties attached
Name Pawtucket Fasteners, L.P.	
DBA/AKA/TA	
Composed of	
Address (line 1) 327 Pine Street	
Address (line 2)	
Address (line 3) Pawtucket, RI 02862	nership If document to be recorded is an assignment and the
Individual General Partnership X Limited Part	magiving party is not domiciled in the United States,
Corporation Association	an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
Other Rhode Island	
X Citizenship/State of Incorporation/Organization Rhode Island FOR OFFICE	USE ONLY

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

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

Page 2

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office TRADEMARK

ONID 0031-00	<i>3 & 1</i>	TRADE	VALUE AND A
Domestic Repr	esentative Name and Address Enter	r for the first Receiving Party only.	,
Name			
Address (line 1)		·	
Address (line 2)			
•			
. 190.700 (
Correspondent	Name and Address Area Code an	d Telephone Number (202) 467-7886	
Name			
•	MORGAN, LEWIS & BOCKIUS LLP		
, ,	1800 M Street, N.W., Attn: TMSU		
Address (line 3)	Washington, D.C. 20036		
Pages	Enter the total number of pages of the attached of including any attachments.	conveyance document #34	
Enter either the	oplication Number(s) or Registration Number Trademark Application Number or the Registration	(s) Mark if additional numbers Number (DO NOT ENTER BOTH numbers for t Registration Number(s)	s are attached the same property).
Tra	ndemark Application Number(s)	Ü	1 221 762
		1,623,263 1,639,505 1,187,339 1,624,427 1,133,962 1,172,836 2,041,880 1,632,909 1,383,013	1,321,763
Number of Pro	perties Enter the total number of properties	involved. 10	
Fee Amount	Fee Amount for Properties Listed (37 of Payment: Check Enclosed	CFR 3.41): Deposit Account	
	t Account or payment by deposit account or if additional fees can be	be charged to the account.) Deposit Accoun	t Number: <u>13-4520</u>
	Authorization t	to charge additional fees: Yes X	No
Statement and	Signature To the best of my knowledge and belief, the foregoth copy is a true copy of the original document. Chain herein.	ing information is true and correct and any attac rges to deposit account are authorized, as indica	ched ted
Lisa D. Herb	Lesa Herles		
Name of Per		Date Signed	

Debtor:

Pawtucket Fasteners, L.P.

- (i) all bulk inventory of the Sharon-Philstone division of Debtor (the "Business") described in the Purchase Agreement;
- (ii) all hand-held order entry equipment of the Business (e.g., Telxon, MSI, etc.) described in the Purchase Agreement;
 - (iii) the goodwill of the Business;
- (iv) United States trademarks, trade names, trade secrets, copyrights and patents used in the Business (including the use of the "Sharon", "Philstone" and "Sharon-Philstone" names);
- (v) all customer records and customer lists used in, or in connection with, the Business, including principal contacts, addresses and telephone numbers, purchasing history, collections and credit history, payment information and any other information;
- (vi) all records with respect to suppliers, the sales personnel identified in the Purchase Agreement and other aspects of the Business, including books of account (excluding books of account relating solely to accounts receivable), sales records, a copy of the accounts receivable ledger relating to the Business, files, papers and records relating to the Business;
- (vii) fixtures installed in the stores of any of the customers identified in the Debtor's customers lists (including display racks); and
- (viii) all rights of the Debtor with respect to the Business under the agreements, contracts, commitments, bids, quotations, proposals, licenses, permits and authorizations more particularly described in the Purchase Agreement.

This STATEMENT is presented to THE SE	CRETARY OF STATE	for filing pursuant to the	Uniform Commercial Code.		
1. Debtor(s) (Last Name First) and address	ss(es)	2. Secured Party(ie	s) and address(es)	For Filing Officer (0	Date, Time, Number, and Filing Office)
Pawtucket Fasteners, I	.P.	Fleet National Bank			
One Powder Hill Road		111 Westmins			
Lincoln, RI 02865		Providence,	RI 02903		
This statement refers to original Financing Sta	itement No.	661928	Dated	1/28/87	.19
A. Continuation	B. Partial Re	elease 🛚	C. Assignment		D. Other
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	statement bearing th	scribed in the financing e file number shown Party releases the	The Secured Party certifies that the Securithe Assignees whose name and address Party's rights under the financing statement shown above in the following property:	is shown below, Secured	
E. Termination	F. Amendme	ent 🗌		been or will cont	intangible, which are owned by emporaneously herewith be sold
Secured Party no longer claims a secu- rity interest under the financing state-	Financing statement be shown above is amend		Assets" as defined in and	pursuant to that	
ment bearing the file number shown	Shown above to a none				which are used in connection
above. \$4.00					n of the Debtor AND consist of
from the collateral relea "Atlas Business", or the the Debtor from the sale	Consignment Inv	ventory (as defi	ned in the Purchase Agreeme	sets that are uni	of Excluding from the so-called ends received or receivable by
Filed with Rhode Island	l Secretary of	State			
Signature(s) of De	ebtor(s) (Necessary on	ly if Item F is applicable)	FLEET NATIO	IAL BANK	
Dated:		·	19 By:	Mhun f	Julie Secured Party)
(1) Filing Officer C	opy - Alphabetical	Standard Form - Uniform Comm	ercial Code - Form (JCC-3

Debtor:

Pawtucket Fasteners, L.P.

- all bulk inventory of the Sharon-Philstone division of Debtor (the "Business") described in the Purchase Agreement;
- all hand-held order entry equipment of the Business (e.g., Telxon, MSI, etc.) described in the Purchase Agreement;
 - (iii) the goodwill of the Business;
- United States trademarks, trade names, trade secrets, copyrights and patents used (iv) in the Business (including the use of the "Sharon", "Philstone" and "Sharon-Philstone" names);
- (v) all customer records and customer lists used in, or in connection with, the Business, including principal contacts, addresses and telephone numbers, purchasing history, collections and credit history, payment information and any other information;
- all records with respect to suppliers, the sales personnel identified in the Purchase (vi) Agreement and other aspects of the Business, including books of account (excluding books of account relating solely to accounts receivable), sales records, a copy of the accounts receivable ledger relating to the Business, files, papers and records relating to the Business;
- fixtures installed in the stores of any of the customers identified in the Debtor's (vii) customers lists (including display racks); and
- all rights of the Debtor with respect to the Business under the agreements, contracts, commitments, bids, quotations, proposals, licenses, permits and authorizations more (viii) particularly described in the Purchase Agreement.

This STATEMENT is presented to a	filing officer for filin	g pursuant to the Un	iform Commercial Code.	3 Maturity date (if any):	
I Debtor(s) (Last Name First) and address(es) Pawtucket Fasteners, L.P. 11 Cove Stret New Bedford, MA 02744-1389		2 Secured Party(ies) and address(es) Fleet National Bank 111 Westminster Street Providence, RI 02903		For Filing Officer (Date, Time, Number, and Filing Office)	
This statement refers to original Financi	ng Statement No.	99663979) Dated 10/1/99	, 19	
A. Continuation	B. Partial Re	elease 🔀	C. Assignment		D. Other:
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	the file numbe	eral described in statement bearing r shown above, rty releases the	shown above, has assigned to the Assignee whose name and address is shown below, Secured Party's rights under		(Such as "amendment")
which have been or will co Group, Inc. ("Buyer") as t Asset Purchase Agreement of seller and Buyer (the "Pur Sharon-Philstone division hereto, BUT EXCLUDING from instruments, assets that a	ontemporaneous on temporaneous che "Purchased dated as of Octochase Agreemer of the Debtor the collater are uniquely particled in the from the sale of	ly herewith be Assets" as deficiber 3, 2000, nt") which are AND consist of al released her art of the so-ce Purchase Agre of said Purchas	e, which are owned by the I sold by the Debtor to The fined in and pursuant to the as amended, between the Deused in connection with the the assets described on I reby all cash on hand, accepted "Atlas Business", or ement), and all proceeds asset to Buyer.	Hillman nat certain ebtor, as ne so-called Exhibit A Dunts and t the	E. TERMINATION
			(Debtor) FLEET NATIONAL BA	NK	
(Signature of Debtor, if req	uired)	, 19	By: (Signature of S	ecurfy Party)	nesty
FILING OFFICER COP	Y—ALPHAB	ETICAL		•	MASSACHUSETTS
* · · · · · · · · · · · · · · · · · · ·					

Debtor:

Pawtucket Fasteners, L.P.

Secured Party:

Fleet National Bank

- (i) all bulk inventory of the Sharon-Philstone division of Debtor (the "Business") described in the Purchase Agreement;
- (ii) all hand-held order entry equipment of the Business (e.g., Telxon, MSI, etc.) described in the Purchase Agreement;
 - (iii) the goodwill of the Business;
- (iv) United States trademarks, trade names, trade secrets, copyrights and patents used in the Business (including the use of the "Sharon", "Philstone" and "Sharon-Philstone" names);
- (v) all customer records and customer lists used in, or in connection with, the Business, including principal contacts, addresses and telephone numbers, purchasing history, collections and credit history, payment information and any other information;
- (vi) all records with respect to suppliers, the sales personnel identified in the Purchase Agreement and other aspects of the Business, including books of account (excluding books of account relating solely to accounts receivable), sales records, a copy of the accounts receivable ledger relating to the Business, files, papers and records relating to the Business;
- (vii) fixtures installed in the stores of any of the customers identified in the Debtor's customers lists (including display racks); and
- (viii) all rights of the Debtor with respect to the Business under the agreements, contracts, commitments, bids, quotations, proposals, licenses, permits and authorizations more particularly described in the Purchase Agreement.

PRV_400221_1/MHEFFNER

his STATEMENT is presented to a	filing officer for filin	g pursuant to the Ur	niform Commercial Code.	3	Maturity date (if any):	
Debtor(s) (Last Name First) and address(es) Pawtucket Fasteners, L.P. d/b/a Philstone Nail Corporation 35 Turnpike Street West Bridgewater, MA 02379		2 Secured Party(ies) and address(es) Fleet National Bank 111 Westminster Street Providence, RI 02903			For Filing Officer (Date, Time, Number, and Filing Office)	
This statement refers to original Financ	ing Statement No.	207957	Dated 1/3/94	, 19		
A. Continuation B. Partial Rel The original financing statement between the foregoing Debtor and secured Party, bearing the file number shown above, is still offective. B. Partial Rel From the collater the financing statement the financing statement the file number the Secured Party following:		eral described in statement bearing r shown above,	al described in tement bearing shown above, The Secured Party certifies that the Statement bearing has assigned to the Assignee whose address is shown below, Secured Party's		D. Other: (Such as "amendment")	
which have been or will of Group, Inc. ("Buyer") as Asset Purchase Agreement of Seller and Buyer (the "Pu Sharon-Philstone division hereto, BUT EXCLUDING from instruments, assets that	ontemporaneous: the "Purchased dated as of Oc rchase Agreemer of the Debtor n the collater are uniquely pa defined in the	ly herewith be Assets" as dei tober 3, 2000, nt") which are AND consist of al released her art of the so- e Purchase Agre	e, which are owned by the sold by the Debtor to The fined in and pursuant to the as amended, between the Dused in connection with the the assets described on the seby all cash on hand, according the sed Assets to Buyer.	Hillman hat certain ebtor, as he so-called Exhibit A ounts and r the	E. TERMINATION	
Filed with Massachusetts	Secretary of		FLEET NATIONAL BA	NK	<u></u>	
(Signature of Debtor, if req	uired)	. 19	By: (Signature of S	icens.	russey	
FILING OFFICER COF	Y-ALPHAB	ETICAL		,	MASSACHUSETTS	

Debtor:

Pawtucket Fasteners, L.P.

- all bulk inventory of the Sharon-Philstone division of Debtor (the "Business") described in the Purchase Agreement;
- all hand-held order entry equipment of the Business (e.g., Telxon, MSI, etc.) described in the Purchase Agreement:
 - (iii) the goodwill of the Business;
- United States trademarks, trade names, trade secrets, copyrights and patents used in the Business (including the use of the "Sharon", "Philstone" and "Sharon-Philstone" names);
- all customer records and customer lists used in, or in connection with, the Business, including principal contacts, addresses and telephone numbers, purchasing history, collections and credit history, payment information and any other information;
- all records with respect to suppliers, the sales personnel identified in the Purchase (vi) Agreement and other aspects of the Business, including books of account (excluding books of account relating solely to accounts receivable), sales records, a copy of the accounts receivable ledger relating to the Business, files, papers and records relating to the Business;
- fixtures installed in the stores of any of the customers identified in the Debtor's customers lists (including display racks); and
- all rights of the Debtor with respect to the Business under the agreements, contracts, commitments, bids, quotations, proposals, licenses, permits and authorizations more particularly described in the Purchase Agreement.

This STATEMENT is presented to a	filing officer for filin	ng pursuant to the Uniform Commercial Code.		3 Maturity date (if any):	
Debtor(s) (Last Name First) and address(es) Pawtucket Fasteners, L.P. d/b/a Atlas Screw & Specialty 11 Cove Street P.O. Box 41389 New Bedford, MA 02744		2 Secured Party(ies) and address(es) Fleet National Bank 111 Westminster Street Providence, RI 02903		For Filing Officer (Date, Time, Number, and Filing Office)	
This statement refers to original Finance	ing Statement No.	207960	Dated. 1/3/94	, 19	
A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.		eral described in statement bearing r shown above,	C. Assignment The Secured Party certifies that has assigned to the Assignee address is shown below, Secured the financing statement bearing shown above in the following proper	the Secured Party whose name and Party's rights under the file number	D. Other:
which have been or will of Group, Inc. ("Buyer") as Asset Purchase Agreement of seller and Buyer (the "Pur Sharon-Philstone division hereto, BUT EXCLUDING from instruments, assets that	ontemporaneous the "Purchased dated as of Octochase Agreemer of the Debtor the collater are uniquely padefined in the	y herewith be Assets" as de: cober 3, 2000, nt") which are AND consist o: al released he: art of the so- e Purchase Agre	e, which are owned by the 1 sold by the Debtor to The Sold by the Debtor to The I as amended, between the Deused in connection with the I the assets described on 1 reby all cash on hand, according "Atlas Business", of eement), and all proceeds asset to Buyer.	Hillman hat certain ebtor, as eco-called Exhibit A counts and r the	E. TERMINATION
Filed with Massachusetts	Secretary of		FLEET NATIONAL BA	ANK .	
(Signature of Debtor, if req	uired)		(A10	und B	my
_Dated:		, 19	By:(Signature of S	Secured Party)	7
FILMIC OFFICER COF	V ALBUADI	ETICAL			MASSACHUSETTS

Debtor:

Pawtucket Fasteners, L.P.

- all bulk inventory of the Sharon-Philstone division of Debtor (the "Business") described in the Purchase Agreement;
- all hand-held order entry equipment of the Business (e.g., Telxon, MSI, etc.) described in the Purchase Agreement:
 - (iii) the goodwill of the Business;
- United States trademarks, trade names, trade secrets, copyrights and patents used (iv) in the Business (including the use of the "Sharon", "Philstone" and "Sharon-Philstone" names);
- (v) all customer records and customer lists used in, or in connection with, the Business, including principal contacts, addresses and telephone numbers, purchasing history, collections and credit history, payment information and any other information;
- all records with respect to suppliers, the sales personnel identified in the Purchase (vi) Agreement and other aspects of the Business, including books of account (excluding books of account relating solely to accounts receivable), sales records, a copy of the accounts receivable ledger relating to the Business, files, papers and records relating to the Business;
- fixtures installed in the stores of any of the customers identified in the Debtor's (vii) customers lists (including display racks); and
- all rights of the Debtor with respect to the Business under the agreements, contracts, commitments, bids, quotations, proposals, licenses, permits and authorizations more particularly described in the Purchase Agreement.

This STATEMENT is presented to a	filing officer for filin	g pursuant to the Ur	niform Commercial Code.	3	Maturity date (if any):
l Debtor(s) (Last Name First) and address(es) Pawtucket Fasteners, L.P. d/b/a Stillwater Fasteners 25 Gurney Road East Freetown, MA 02717		2 Secured Party(ies) and address(es) Fleet National Bank 111 Westminster Street Providence, RI 02903		For Filing Officer (Date, Time, Number, and Filing Office)	
This statement refers to original Financi	ng Statement No.	207961	Dated 1/3/94	, 19	
A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	From the collate the financing the file number	elease eral described in statement bearing or shown above, arty releases the	C. Assignment The Secured Party certifies that has assigned to the Assignee address is shown below, Secured the financing statement bearing shown above in the following proper	the Secured Party whose name and Party's rights under the file number	D. Other:
which have been or will co Group, Inc. ("Buyer") as t Asset Purchase Agreement d seller and Buyer (the "Pur Sharon-Philstone division hereto, BUT EXCLUDING from instruments, assets that a	ontemporaneous: the "Purchased lated as of Oci chase Agreemen of the Debtor of the collater ire uniquely pi defined in the	ly herewith be Assets" as deficible as deficible as deficible. AND consist of al released here art of the so-ce Purchase Agree	e, which are owned by the I sold by the Debtor to The fined in and pursuant to the as amended, between the De used in connection with the the assets described on I reby all cash on hand, according "Atlas Business", or mement), and all proceeds itsed Assets to Buyer.	Hillman nat certain abtor, as ee so-called Exhibit A bunts and the	E. TERMINATION
Filed with Massachusetts	Secretary of		FLEET NATIONAL BA	NK .	
(Signature of Debtor, if requ	uired)		(200	ud B	mes/
_Dated:		, 19	By: Signature of S	ecured Party)	

FILING OFFICER COPY—ALPHABETICAL

TRADEMARK REEL: 002192 FRAME: 0401

MASSACHUSETTS

Debtor:

Pawtucket Fasteners, L.P.

- (i) all bulk inventory of the Sharon-Philstone division of Debtor (the "Business") described in the Purchase Agreement;
- (ii) all hand-held order entry equipment of the Business (e.g., Telxon, MSI, etc.) described in the Purchase Agreement;
 - (iii) the goodwill of the Business;
- (iv) United States trademarks, trade names, trade secrets, copyrights and patents used in the Business (including the use of the "Sharon", "Philstone" and "Sharon-Philstone" names);
- (v) all customer records and customer lists used in, or in connection with, the Business, including principal contacts, addresses and telephone numbers, purchasing history, collections and credit history, payment information and any other information;
- (vi) all records with respect to suppliers, the sales personnel identified in the Purchase Agreement and other aspects of the Business, including books of account (excluding books of account relating solely to accounts receivable), sales records, a copy of the accounts receivable ledger relating to the Business, files, papers and records relating to the Business;
- (vii) fixtures installed in the stores of any of the customers identified in the Debtor's customers lists (including display racks); and
- (viii) all rights of the Debtor with respect to the Business under the agreements, contracts, commitments, bids, quotations, proposals, licenses, permits and authorizations more particularly described in the Purchase Agreement.

This STATEMENT is presented to THE SE	CRETARY OF STATE	for filing pursuant to the	Uniform Commercial Code.	ř-	garante en estado 🕏
1. Debtor(s) (Last Name First) and address(es) Pawtucket Fasteners, L.P. d/ba Albany Products Company P.O. Box 879 327 Pine Street Pawtucket, RI 02867		2. Secured Party(les) and address(es) Fleet National Bank 111 Westminster Street Providence, RI 02903		For Filing Officer (I	Date, Time, Number, and Filing Office)
This statement refers to original Financing Sta	tement No. Bk 13	.31, Pg 211	#10740 Dated	10/26/99	19
A. Continuation	B. Partial Re	lease 🛚	C. Assignment		D. Other
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	From the collateral des statement bearing the above, the Secured following:	file number shown	The Secured Party certifies that the Secure the Assignees whose name and address is Party's rights under the financing statement shown above in the following property:	shown below, Secured	
E. Termination	F. Amendme	nt	All items of personal prope the Debtor AND which have b	rty, tangible or een or will cont	intangible, which are owned by emporaneously herewith be sold
Secured Party no longer claims a security interest under the financing statement bearing file number shown above is amended herein.		by the Debtor to The Hillman Group, Inc. ("Buyer") as the "Purchased Assets" as defined in and pursuant to that certain Asset Purchase Agreement dated as of October 3, 2000, as amended, between the Debtor, as seller and Buyer (the "Purchase Agreement") which are used in connection with the so-called Sharon-Philstone division of the Debtor AND consist of the assets described on Exhibit A hereto, BUT EXCLUDING from the			
from the collateral relea "Atlas Business", or the the Debtor from the sale	Consignment Inv	entory (as defi	accounts and instruments, ass ined in the Purchase Agreemen	ets that are uni-	quely part of the so-called eeds received or receivable by
Filed with Pawtucket Ci	ty Clerk, RI				
Dated:	blor(s) (Necessary only		FLEET NATIONA 19 By: Standard Form - Uniform Comme	Mund	Durals ure of Secured Party) JCC-3

Debtor:

Pawtucket Fasteners, L.P.

Secured Party: Fleet National Bank

- (i) all bulk inventory of the Sharon-Philstone division of Debtor (the "Business") described in the Purchase Agreement;
- (ii) all hand-held order entry equipment of the Business (e.g., Telxon, MSI, etc.) described in the Purchase Agreement;
 - (iii) the goodwill of the Business;
- (iv) United States trademarks, trade names, trade secrets, copyrights and patents used in the Business (including the use of the "Sharon", "Philstone" and "Sharon-Philstone" names);
- (v) all customer records and customer lists used in, or in connection with, the Business, including principal contacts, addresses and telephone numbers, purchasing history, collections and credit history, payment information and any other information;
- (vi) all records with respect to suppliers, the sales personnel identified in the Purchase Agreement and other aspects of the Business, including books of account (excluding books of account relating solely to accounts receivable), sales records, a copy of the accounts receivable ledger relating to the Business, files, papers and records relating to the Business;
- (vii) fixtures installed in the stores of any of the customers identified in the Debtor's customers lists (including display racks); and
- (viii) all rights of the Debtor with respect to the Business under the agreements, contracts, commitments, bids, quotations, proposals, licenses, permits and authorizations more particularly described in the Purchase Agreement.

PRV_400221.1/MHEFFNER

This STATEMENT is presented to THE SI	ECRETARY OF STATE	for filing pursuant to the	Uniform Commercial Code.		
1. Debtor(s) (Last Name First) and address(es) Pawtucket Fasteners, L.P. dba Albany Products Company P.O. Box 879 327 Pine Street Pawtucket, RI 02862		2. Secured Party(ies) and address(es) Fleet National Bank 111 Westminster Street Providence, RI 02903		For Filing Officer (I	Date, Time, Number, and Filing Office)
This statement refers to original Financing Sta	itement No.	616972	Dated	1/3/94	
A. Continuation	B. Partial Re	elease 🗵	C. Assignment		D. Other
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	Secured Party. statement bearing the file number shown		the Assigneee whose name and address is shown below, Secured		
E. Termination Secured Party no longer claims a security interest under the financing statement bearing the file number shown above is amended herein. Financing statement bearing file number shown above is amended herein.		aring file number	the Debtor AND which have he by the Debtor to The Hillman Assets" as defined in and pagreement dated as of October 1 and Buyer (the "Purch seller and Buyer (the Buyer	peen or will contain Group, Inc. (") cursuant to that cer 3, 2000, as an chase Agreement") Philstone division	certain Asset Purchase mended, between the Debtor, as which are used in connection n of the Debtor AND consist of
from the collateral relea "Atlas Business", or the the Debtor from the sale Filed with Rhode Island	Consignment Inv of said Purchas	ventory (as defi sed Assets to Bu	ccounts and instruments, ass ned in the Purchase Agreemen	ets that are uni	quely part of the so-called eeds received or receivable by
Signature(s) of De	btor(s) (Necessary onl	y if Item F is applicable)	By:	lbuf,	Bull of Secured Party)
(1) Filing Officer Co	opy - Alphabetical	Standard Form - Uniform Comme	ercial Code - Form U	JCC-3

Debtor:

Pawtucket Fasteners, L.P.

- (i) all bulk inventory of the Sharon-Philstone division of Debtor (the "Business") described in the Purchase Agreement;
- (ii) all hand-held order entry equipment of the Business (e.g., Telxon, MSI, etc.) described in the Purchase Agreement;
 - (iii) the goodwill of the Business;
- (iv) United States trademarks, trade names, trade secrets, copyrights and patents used in the Business (including the use of the "Sharon", "Philstone" and "Sharon-Philstone" names);
- (v) all customer records and customer lists used in, or in connection with, the Business, including principal contacts, addresses and telephone numbers, purchasing history, collections and credit history, payment information and any other information;
- (vi) all records with respect to suppliers, the sales personnel identified in the Purchase Agreement and other aspects of the Business, including books of account (excluding books of account relating solely to accounts receivable), sales records, a copy of the accounts receivable ledger relating to the Business, files, papers and records relating to the Business;
- (vii) fixtures installed in the stores of any of the customers identified in the Debtor's customers lists (including display racks); and
- (viii) all rights of the Debtor with respect to the Business under the agreements, contracts, commitments, bids, quotations, proposals, licenses, permits and authorizations more particularly described in the Purchase Agreement.

This STATEMENT is presented to THE SI	ECRETARY OF STATE	for filing pursuant to the	Uniform Commercial Code.		
1. Deblor(s) (Last Name First) and address	ss(es)	Secured Party(ies) and address(es)		For Filing Officer (Date, Time, Number, and Filing Office)
Pawtucket Fasteners, L.P.		Fleet Nation	nal Bank	Ì	
327 Pine Street		111 Westmins	ster Street	{	
Pawtucket, RI 02867		Providence,	RI 02903		
		ļ		1	
This statement refers to original Financing Sta	tement No.	702429	Dated	9/29/99	.19
A. Continuation	B. Partial Re	eleaseX	C. Assignment		D. Other
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	, statement bearing the file number shown		The Secured Party certifies that the Secured Party has assigned to the Assigneee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:		
E. Termination	F. Amendment		the Debtor AND which have b	en or will cont	intangible, which are owned by emporaneously herewith be sold
Secured Party no longer claims a secu- rity interest under the financing state- ment bearing the file number shown	te- shown above is amended herein.		by the Debtor to The Hillman Assets" as defined in and p Agreement dated as of Octob seller and Buyer (the "Purc	ursuant to that er 3, 2000, as a	
above. \$4.00			with the so-called Sharon-P	nilstone divisio	n of the Debtor AND consist of
	Consignment Inv	rentory (as defi		ets that are uni	
Filed with Rhode Island	l Secretary of	State			
Signature(s) of De	btor(s) (Necessary onl	y if Item F is applicable)	FLEET NATION	AL BANK	A
Dated:		, ,	19By:	Chuif.	Burely
				U	
(Filing Officer Co	opy - Alphabetical	Standard Form - Uniform Comme	rcial Code - Form l	JCC-3

TRADEMARK

REEL: 002192 FRAME: 0407

This STATEMENT is presented to a	filing officer for filin	g pursuant to the Uniform Commercial Code.		3 Maturity date (if any):	
l Debtor(s) (Last Name First) and address(es) Pawtucket Fasteners, L.P. 11 Cove Streeet New Bedford, MA 02744-1389		2 Secured Party(ies) and address(es) Fleet National Bank 111 Westminster Street Providence, RI 02903		For Filing Officer (Date, Time, Number, and Filing Office)	
This statement refers to original Financ	ing Statement No.	61213	Dated. 9/30/99	, 19	
A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	financing statement foregoing Debtor and the financing statement bearing ty, bearing the file the file number shown above,		the Secured Party whose name and Party's rights under the file number	D. Other:	
which have been or will of Group, Inc. ("Buyer") as Asset Purchase Agreement of seller and Buyer (the "Pur Sharon-Philstone division hereto, BUT EXCLUDING from instruments, assets that	ontemporaneous the "Purchased dated as of Octrhase Agreemes of the Debtor the collater are uniquely pudefined in the	ly herewith be Assets" as de: tober 3, 2000, nt") which are AND consist or al released her art of the so- e Purchase Agre	e, which are owned by the I sold by the Debtor to The fined in and pursuant to the as amended, between the De used in connection with the fine assets described on I reby all cash on hand, accordance and Tables Business", or mement), and all proceeds a sed Assets to Buyer.	Hillman Dat certain Ebtor, as ne so-called Exhibit A Dunts and The	E. TERMINATION
Filed with New Bedford (FLEET NATIONAL BA	NK .	
(Signature of Debtor, if reqDated:	uired)	, 19	By: (Signature of S	······································	merly
FILING OFFICER COR	ΡΥΔΙΡΗΔΒ	FTICAL	(orgination of	·· (,	MASSACHUSETTS

Debtor:

Pawtucket Fasteners, L.P.

- (i) all bulk inventory of the Sharon-Philstone division of Debtor (the "Business") described in the Purchase Agreement;
- (ii) all hand-held order entry equipment of the Business (e.g., Telxon, MSI, etc.) described in the Purchase Agreement;
 - (iii) the goodwill of the Business;
- (iv) United States trademarks, trade names, trade secrets, copyrights and patents used in the Business (including the use of the "Sharon", "Philstone" and "Sharon-Philstone" names);
- (v) all customer records and customer lists used in, or in connection with, the Business, including principal contacts, addresses and telephone numbers, purchasing history, collections and credit history, payment information and any other information;
- (vi) all records with respect to suppliers, the sales personnel identified in the Purchase Agreement and other aspects of the Business, including books of account (excluding books of account relating solely to accounts receivable), sales records, a copy of the accounts receivable ledger relating to the Business, files, papers and records relating to the Business;
- (vii) fixtures installed in the stores of any of the customers identified in the Debtor's customers lists (including display racks); and
- (viii) all rights of the Debtor with respect to the Business under the agreements, contracts, commitments, bids, quotations, proposals, licenses, permits and authorizations more particularly described in the Purchase Agreement.

This STATEMENT is presented to a filing officer for filin Debtor(s) (Last Name First) and address(es) Pawtucket Fasteners, L.P. d/b/a Atlas Screw & Speciality Cove Street P.O. Box 41389 New Bedford, MA 02744		2 Secured Party(ies) and address(es) Fleet National Bank 111 Westminster Street Providence, RI 02903		3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)	
This statement refers to original Finance	ing Statement No.	57520	Dated	, 19	
A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	e original financing statement tween the foregoing Debtor and cured Party, bearing the file mber shown above, is still		C. Assignment		D. Other: [
All items of personal property, tangible or intangi which have been or will contemporaneously herewith Group, Inc. ("Buyer") as the "Purchased Assets" as Asset Purchase Agreement dated as of October 3, 200 seller and Buyer (the "Purchase Agreement") which a Sharon-Philstone division of the Debtor AND consist hereto, BUT EXCLUDING from the collateral released instruments, assets that are uniquely part of the s Consignment Inventory (as defined in the Purchase A receivable by the Debtor from the sale of said Purchase			ne sold by the Debtor to The Hillman defined in and pursuant to that certain b, as amended, between the Debtor, as the used in connection with the so-called of the assets described on Exhibit A dereby all cash on hand, accounts and b-called "Atlas Business", or the greement), and all proceeds received or		E. TERMINATION
Filed with New Bedford (City Clerk, MA		FLEET NATIONAL B	ANK .	
(Signature of Debtor, if req	,			muf. Br	wish
FILING OFFICER COF	PV_AI PHARE		(Signature of	Secure (Jarty)	MASSACHUSETTS

Debtor:

Pawtucket Fasteners, L.P.

Secured Party: Fleet National Bank

(i) all bulk inventory of the Sharon-Philstone division of Debtor (the "Business") described in the Purchase Agreement;

- (ii) all hand-held order entry equipment of the Business (e.g., Telxon, MSI, etc.) described in the Purchase Agreement;
 - (iii) the goodwill of the Business;
- (iv) United States trademarks, trade names, trade secrets, copyrights and patents used in the Business (including the use of the "Sharon", "Philstone" and "Sharon-Philstone" names);
- (v) all customer records and customer lists used in, or in connection with, the Business, including principal contacts, addresses and telephone numbers, purchasing history, collections and credit history, payment information and any other information;
- (vi) all records with respect to suppliers, the sales personnel identified in the Purchase Agreement and other aspects of the Business, including books of account (excluding books of account relating solely to accounts receivable), sales records, a copy of the accounts receivable ledger relating to the Business, files, papers and records relating to the Business;
- (vii) fixtures installed in the stores of any of the customers identified in the Debtor's customers lists (including display racks); and
- (viii) all rights of the Debtor with respect to the Business under the agreements, contracts, commitments, bids, quotations, proposals, licenses, permits and authorizations more particularly described in the Purchase Agreement.

This STATEMENT is presented to THE SE	ECRETARY OF STATE for filing pursuant to the	e Uniform Commercial Code.	ţ		
1. Debtor(s) (Last Name First) and addres Pawtucket Fasteners, I P.O. Box 879 327 Pine Street Pawtucket, RI 02862	Fleet Natio	2. Secured Party(ies) and address(es) Fleet National Bank 111 Westminster Street Providence, RI 02903		For Filing Officer (Date, Time, Number, and Filing Office)	
This statement refers to original Financing Sta	atement No. <u>Bk 805, Pg 8490</u>	#3798 Dated 1/3	3/94		
A. Continuation	B. Partial Release X	C. Assignment	🗍	D. Other	
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following.	The Secured Party certifies that the Secured Party has assigned to the Assigneee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number shown above in the following property:			
E. Termination	F. Amendment	All items of personal property, the Debtor AND which have been	tangible or	intangible, which are owned by	
Secured Party no longer claims a secu- ity interest under the financing state- nent bearing the file number shown above is amended herein.		by the Debtor to The Hillman Group, Inc. ("Buyer") as the "Purchased Assets" as defined in and pursuant to that certain Asset Purchase Agreement dated as of October 3, 2000, as amended, between the Debtor, as seller and Buyer (the "Purchase Agreement") which are used in connection with the so-called Sharon-Philstone division of the Debtor AND consist of the assets described on Exhibit A hereto, BUT EXCLUDING from the			
"Atlas Business", or the	sed hereby all cash on hand, Consignment Inventory (as def of said Purchased Assets to B	accounts and instruments, assets ined in the Purchase Agreement).	that are unio	muely part of the so-called	
Filed with Pawtucket Ci	ty Clerk, RI				
Dated:	btor(s) (Necessary only if Item F is applicable	FLEET NATIONAL B	huns.	Marielly ure of Secured Parity)	

i ya.

Debtor:

Pawtucket Fasteners, L.P.

- (i) all bulk inventory of the Sharon-Philstone division of Debtor (the "Business") described in the Purchase Agreement;
- (ii) all hand-held order entry equipment of the Business (e.g., Telxon, MSI, etc.) described in the Purchase Agreement;
 - (iii) the goodwill of the Business;
- (iv) United States trademarks, trade names, trade secrets, copyrights and patents used in the Business (including the use of the "Sharon", "Philstone" and "Sharon-Philstone" names);
- (v) all customer records and customer lists used in, or in connection with, the Business, including principal contacts, addresses and telephone numbers, purchasing history, collections and credit history, payment information and any other information;
- (vi) all records with respect to suppliers, the sales personnel identified in the Purchase Agreement and other aspects of the Business, including books of account (excluding books of account relating solely to accounts receivable), sales records, a copy of the accounts receivable ledger relating to the Business, files, papers and records relating to the Business;
- (vii) fixtures installed in the stores of any of the customers identified in the Debtor's customers lists (including display racks); and
- (viii) all rights of the Debtor with respect to the Business under the agreements, contracts, commitments, bids, quotations, proposals, licenses, permits and authorizations more particularly described in the Purchase Agreement.

This STATEMENT is presented to THE SE	ECRETARY OF STATE for	filing pursuant to the	Uniform Commercial Code.		
Pawtucket Fasteners, L.P. dba Albany Fasteners P.O. Box 879 327 Pine Street Pawtucket, RI 02862		2. Secured Party(ies) and address(es) Fleet National Bank 111 Westminster Street Providence, RI 02903		For Filing Officer (Date, Time, Number, and Filing Office)	
This statement refers to original Financing Sta	stement No. <u>Bk</u> 80	5, Pg 8488	#3797 Dated	1/3/94	.19
A. Continuation	B. Partial Rele		C. Assignment		D. Other
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	e foregoing Debtor and Secured Party, statement bearing the file number shown above, is above, the Secured Party releases the		The Secured Party certifies that the Secured Party has assigned to the Assigneee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:		
E. Termination			the Debtor AND which have be by the Debtor to The Hillman Assets" as defined in and pu Agreement dated as of Octobe seller and Buyer (the "Purch	en or will conto Group, Inc. (" rsuant to that T 3, 2000, as a ase Agreement") ilstone division	certain Asset Purchase mended, between the Debtor, as which are used in connection n of the Debtor AND consist of
from the collateral relea "Atlas Business", or the the Debtor from the sale Filed with Pawtucket Ci	Consignment Inver of said Purchased	ntory (as defi	accounts and instruments, asse ined in the Purchase Agreement	ts that are uni	
	btor(s) (Necessary only if		FLEET NATZONA.		Bruell ure of Secured Party)
(1) Filing Officer Cop	y - Alphabetical	Standard Form - Uniform Commercial	cial Code - Form U	JCC-3

Debtor:

Pawtucket Fasteners, L.P.

- (i) all bulk inventory of the Sharon-Philstone division of Debtor (the "Business") described in the Purchase Agreement;
- (ii) all hand-held order entry equipment of the Business (e.g., Telxon, MSI, etc.) described in the Purchase Agreement;
 - (iii) the goodwill of the Business;
- (iv) United States trademarks, trade names, trade secrets, copyrights and patents used in the Business (including the use of the "Sharon", "Philstone" and "Sharon-Philstone" names);
- (v) all customer records and customer lists used in, or in connection with, the Business, including principal contacts, addresses and telephone numbers, purchasing history, collections and credit history, payment information and any other information;
- (vi) all records with respect to suppliers, the sales personnel identified in the Purchase Agreement and other aspects of the Business, including books of account (excluding books of account relating solely to accounts receivable), sales records, a copy of the accounts receivable ledger relating to the Business, files, papers and records relating to the Business;
- (vii) fixtures installed in the stores of any of the customers identified in the Debtor's customers lists (including display racks); and
- (viii) all rights of the Debtor with respect to the Business under the agreements, contracts, commitments, bids, quotations, proposals, licenses, permits and authorizations more particularly described in the Purchase Agreement.

This STATEMENT is presented to THE SE	ECRETARY OF STATE for	filing pursuant to the	Uniform Commercial Code.			
1. Debtor(s) (Last Name First) and address(es) Pawtucket Fasteners, L.P. d/ba Albany Products Company P.O. Box 879 327 Pine Street Pawtucket, RI 02862		2. Secured Party(les) and address(es) Fleet National Bank 111 Westminster Street Providence, RI 02903		For Filing Officer (t	For Filing Officer (Date, Time, Number, and Filing Office)	
This statement refers to original Financing Sta	stement No. Bk 805	, Pg 8484	#3795 Dated	1/3/94	,19	
A. Continuation	B. Partial Rele	ase 🗵	C. Assignment.		D. Other	
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	statement bearing the file number shown		The Secured Party certifies that the Secured Party has assigned to the Assigneee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:			
E. Termination Secured Party no longer claims a security interest under the financing statement bearing the file number shown above. \$4.00		the Debtor AND which have by the Debtor to The Hill Assets" as defined in and Agreement dated as of Octo seller and Buyer (the "Pu	been or will cont man Group, Inc. (" pursuant to that ober 3, 2000, as a cchase Agreement") Philstone divisio	certain Asset Purchase mended, between the Debtor, as which are used in connection n of the Debtor AND consist of		
from the collateral releamental releamenta	Consignment Inven of said Purchased	tory (as defi	accounts and instruments, a ined in the Purchase Agreem	ssets that are uni	quely part of the so-called eeds received or receivable by	
Signature(s) of Debtor(s) (Necessary only if Item F is applicable) Dated:			FLEET NATIC	NAL BANK	Dunly Survey of Societed Party)	
(1) Filing Officer Copy	/ - Alphabetical	Standard Form - Uniform Comr	nercial Code - Form l	JCC-3	

Debtor:

Pawtucket Fasteners, L.P.

- (i) all bulk inventory of the Sharon-Philstone division of Debtor (the "Business") described in the Purchase Agreement;
- (ii) all hand-held order entry equipment of the Business (e.g., Telxon, MSI, etc.) described in the Purchase Agreement;
 - (iii) the goodwill of the Business;
- (iv) United States trademarks, trade names, trade secrets, copyrights and patents used in the Business (including the use of the "Sharon", "Philstone" and "Sharon-Philstone" names);
- (v) all customer records and customer lists used in, or in connection with, the Business, including principal contacts, addresses and telephone numbers, purchasing history, collections and credit history, payment information and any other information;
- (vi) all records with respect to suppliers, the sales personnel identified in the Purchase Agreement and other aspects of the Business, including books of account (excluding books of account relating solely to accounts receivable), sales records, a copy of the accounts receivable ledger relating to the Business, files, papers and records relating to the Business;
- (vii) fixtures installed in the stores of any of the customers identified in the Debtor's customers lists (including display racks); and
- (viii) all rights of the Debtor with respect to the Business under the agreements, contracts, commitments, bids, quotations, proposals, licenses, permits and authorizations more particularly described in the Purchase Agreement.

This STATEMENT is presented to THE SE	CRETARY OF STATE	for filing pursuant to the	Uniform Commercial Code.			
1. Debtor(s) (Last Name First) and address(es) Pawtucket Fasteners, L.P. dba Albany Fasteners P.O. Box 879 327 Pine Street Pawtucket, RI 02867		2. Secured Party(ies) and address(es) Fleet National Bank 111 Westminster Street Providence, RI 02903		For Filing Officer (I	For Filing Officer (Date, Time, Number, and Filing Office)	
This statement refers to original Financing State	tement No.	616975	Dated	1/3/94	19	
A. Continuation	B. Partial Re	lease 🛚	C. Assignmer	nt	D. Other	
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	, statement bearing the file number shown		The Secured Party certifies that the Secured Party has assigned to the Assigneee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:			
E. Termination Secured Party no longer claims a secunity interest under the financing statement bearing the file number shown above. \$4.00		aring file number	All items of personal property, tangible or intangible, which are owned by the Debtor AND which have been or will contemporaneously herewith be sold by the Debtor to The Hillman Group, Inc. ("Buyer") as the "Purchased Assets" as defined in and pursuant to that certain Asset Purchase Agreement dated as of October 3, 2000, as amended, between the Debtor, as seller and Buyer (the "Purchase Agreement") which are used in connection with the so-called Sharon-Philstone division of the Debtor AND consist of the assets described on Exhibit A hereto, BUT EXCLUDING from the			
"Atlas Business", or the the Debtor from the sale	Consignment Inv of said Purchas	rentory (as defined Assets to Bu	ccounts and instruments, ned in the Purchase Agre	assets that are uni	quely part of the so-called ceeds received or receivable by	
Filed with Rhode Island						
Signature(s) of Debtor(s) (Necessary only if Item F is applicable) Dated: (1) Filing Officer Copy - Alphabetical			19 By:	•	fure of Secured Party)	

Debtor:

Pawtucket Fasteners, L.P.

Secured Party: Fleet National Bank

(i) all bulk inventory of the Sharon-Philstone division of Debtor (the "Business") described in the Purchase Agreement;

- (ii) all hand-held order entry equipment of the Business (e.g., Telxon, MSI, etc.) described in the Purchase Agreement;
 - (iii) the goodwill of the Business;
- (iv) United States trademarks, trade names, trade secrets, copyrights and patents used in the Business (including the use of the "Sharon", "Philstone" and "Sharon-Philstone" names);
- (v) all customer records and customer lists used in, or in connection with, the Business, including principal contacts, addresses and telephone numbers, purchasing history, collections and credit history, payment information and any other information;
- (vi) all records with respect to suppliers, the sales personnel identified in the Purchase Agreement and other aspects of the Business, including books of account (excluding books of account relating solely to accounts receivable), sales records, a copy of the accounts receivable ledger relating to the Business, files, papers and records relating to the Business;
- (vii) fixtures installed in the stores of any of the customers identified in the Debtor's customers lists (including display racks); and
- (viii) all rights of the Debtor with respect to the Business under the agreements, contracts, commitments, bids, quotations, proposals, licenses, permits and authorizations more particularly described in the Purchase Agreement.

This STATEMENT is presented to THE SE	CRETARY OF STATE				
Debtor(s) (Last Name First) and address(es)		Secured Party(ies) and address(es)		For Filing Officer (Date, Time, Number, and Filing Office)	
Pawtucket Fasteners, L.P.		Fleet Nation			
P.O. Box 879		111 Westmins			
327 Pine Street		Providence,	RI 02903		
Pawtucket, RI 02862					
		}			
				(2./04	
This statement refers to original Financing Sta	tement No.	616974	Dated	/3/94	19
A. Continuation	B. Partial Re	elease 🗵	C. Assignment	🗆	D. Other
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective	, statement bearing the file number shown		The Secured Party certifies that the Secured Party has assigned to the Assignees whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:		
E. Termination F. Amendment the Debtor A			All items of personal propert the Debtor AND which have bee by the Debtor to The Hillman	n or will conte	intangible, which are owned by emporaneously herewith be sold
Secured Party no longer claims a security interest under the financing statement bearing the file number shown above. \$4.00	ty interest under the financing state- tent bearing the file number shown			suant to that of 3, 2000, as an se Agreement") lstone division	certain Asset Purchase mended, between the Debtor, as which are used in connection n of the Debtor AND consist of
"Atlas Business", or the the Debtor from the sale	Consignment Inv of said Purchas	ventory (as defi sed Assets to Bu	J the assets described on Exhib accounts and instruments, asset ned in the Purchase Agreement) nyer.	s that are uni	quely part of the so-called
Filed with Rhode Island					
Signature(s) of De	btor(s) (Necessary on	ly if Item F is applicable)	FLEET NATIONAL		<u>A</u> ,
Dated:			19 By:	Chines :	Swell interest Party)
(1) Filing Officer C	opy - Alphabetical	Standard Form - Uniform Commerc	ial Code - Form U	JCC-3

Debtor:

Pawtucket Fasteners, L.P.

- (i) all bulk inventory of the Sharon-Philstone division of Debtor (the "Business") described in the Purchase Agreement;
- (ii) all hand-held order entry equipment of the Business (e.g., Telxon, MSI, etc.) described in the Purchase Agreement;
 - (iii) the goodwill of the Business;
- (iv) United States trademarks, trade names, trade secrets, copyrights and patents used in the Business (including the use of the "Sharon", "Philstone" and "Sharon-Philstone" names);
- (v) all customer records and customer lists used in, or in connection with, the Business, including principal contacts, addresses and telephone numbers, purchasing history, collections and credit history, payment information and any other information;
- (vi) all records with respect to suppliers, the sales personnel identified in the Purchase Agreement and other aspects of the Business, including books of account (excluding books of account relating solely to accounts receivable), sales records, a copy of the accounts receivable ledger relating to the Business, files, papers and records relating to the Business;
- (vii) fixtures installed in the stores of any of the customers identified in the Debtor's customers lists (including display racks); and
- (viii) all rights of the Debtor with respect to the Business under the agreements, contracts, commitments, bids, quotations, proposals, licenses, permits and authorizations more particularly described in the Purchase Agreement.

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			

- 3 -

This STATEMENT is presented to THE SE	CRETARY OF STATE	for filing pursuant to the	Uniform Commercial Code.	4			
Debtor(s) (Last Name First) and address(es)		Secured Party(ies) and address(es)		For Filing Officer (Date, Time, Number, and Filing Office)			
Pawtucket Fasteners, L.P.		Fleet National Bank					
327 Pine Street		111 Westminster Street					
Pawtucket, RI 02862		Providence, RI 02903					
		ļ					
			i		·		
This statement refers to original Financing Sta	tement No.	661931	Dated 1 ,	/28/87	,19		
A. Continuation	B. Partial Re	elease 🗵	C. Assignment		D. Other		
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	statement bearing the file number shown		The Secured Party certifies that the Secured Party has assigned to the Assigneee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number shown above in the following property:				
E. Termination F. Amendment			the Debtor AND which have bee	n or will conte	intangible, which are owned by emporaneously herewith be sold		
Secured Party no longer claims a security interest under the financing statement bearing the file number shown above. \$4.00	interest under the financing state- it bearing the file number shown			by the Debtor to The Hillman Group, Inc. ("Buyer") as the "Purchased Assets" as defined in and pursuant to that certain Asset Purchase Agreement dated as of October 3, 2000, as amended, between the Debtor, as seller and Buyer (the "Purchase Agreement") which are used in connection with the so-called Sharon-Philstone division of the Debtor AND consist of the assets described on Exhibit A hereto, BUT EXCLUDING from the			
from the collateral relea "Atlas Business", or the the Debtor from the sale	Consignment Inv	ventory (as defi	ccounts and instruments, asset ned in the Purchase Agreement)	s that are uni			
Filed with Rhode Island	Secretary of	State					
Signature(s) of De	,,,	y if Item F is applicable)	FLEET NATIONAL 19 By:	BANK Chung.	Bruell ure of Secured Parity)		
				(S ^{Ignat}	ure or secured Party)		
(Filing Officer C 	opy - Alphabetical	Standard Form - Uniform Commerc	iai Code - Form l	JCC-3		