

12-12-2000



SHEET

Our Ref: 25043-0016

101546784

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 # _____

11-15-00



Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other Release of Security Interest

Effective Date
Month Day Year
11/1/00

Conveying Party

____ Mark if additional names of conveying parties attached

Name Fleet National Bank

Execution Date
Month Day Year

11/1/00

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other - A National Banking Association

____ Citizenship/State of Incorporation/Organization _____

Receiving Party

____ Mark if additional 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

- Individual General Partnership Limited Partnership
- Corporation Association
- Other _____

____ 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.)

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

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.

34

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

11/15/00
Date Signed

EXHIBIT A

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 SECRETARY OF STATE for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Pawtucket Fasteners, L.P. One Powder Hill Road Lincoln, RI 02865	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)
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This statement refers to original Financing Statement No. 661928 Dated 1/28/87, 19

A. Continuation..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release..... <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee 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:	D. Other..... <input type="checkbox"/>
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E. Termination..... <input type="checkbox"/> Secured Party no longer claims a security interest under the financing statement bearing the file number shown above. <p style="text-align: center;">\$4.00</p>	F. Amendment..... <input type="checkbox"/> Financing statement bearing file number shown above is amended herein.	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 from the collateral released hereby all cash on hand, accounts and instruments, assets that are uniquely part of the so-called "Atlas Business", or the Consignment Inventory (as defined in the Purchase Agreement), and all proceeds received or receivable by the Debtor from the sale of said Purchased Assets to Buyer.
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Filed with Rhode Island Secretary of State

Signature(s) of Debtor(s) (Necessary only if Item F is applicable)

FLEET NATIONAL BANK

Dated: _____, 19____

By: *Alvin J. Buresh*
(Signature of Secured Party)

(1) Filing Officer Copy - Alphabetical Standard Form - Uniform Commercial Code - Form UCC-3



EXHIBIT A

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 a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) Pawtucket Fasteners, L.P. 11 Cove Street 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)
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This statement refers to original Financing Statement No. 99663979 Dated 10/1/99, 19.....

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee 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:	D. Other: <input type="checkbox"/> (Such as "amendment")
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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 collateral released hereby all cash on hand, accounts and instruments, assets that are uniquely part of the so-called "Atlas Business", or the Consignment Inventory (as defined in the Purchase Agreement), and all proceeds received or receivable by the Debtor from the sale of said Purchased Assets to Buyer.

E. TERMINATION..... <input type="checkbox"/> The Secured Party of record no longer claims a security interest under the Financing Statement

Filed with Massachusetts Secretary of State

(Signature of Debtor, if required) (Debtor) FLEET NATIONAL BANK

Dated: _____, 19 _____ By: *William Bonelli*
(Signature of Secured Party)

FILING OFFICER COPY—ALPHABETICAL MASSACHUSETTS

EXHIBIT A

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 a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 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)
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This statement refers to original Financing Statement No. 207957 Dated 1/3/94, 19.....

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee 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:	D. Other: <input type="checkbox"/> (Such as "amendment")
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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 collateral released hereby all cash on hand, accounts and instruments, assets that are uniquely part of the so-called "Atlas Business", or the Consignment Inventory (as defined in the Purchase Agreement), and all proceeds received or receivable by the Debtor from the sale of said Purchased Assets to Buyer.

E. TERMINATION..... <input type="checkbox"/> The Secured Party of record no longer claims a security interest under the Financing Statement

Filed with Massachusetts Secretary of State

(Signature of Debtor, if required) (Debtor)

FLEET NATIONAL BANK

Arthur J. Bures
(Signature of Secured Party)

Dated: _____, 19 _____

By: _____

FILING OFFICER COPY—ALPHABETICAL

MASSACHUSETTS

EXHIBIT A

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 a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 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 Financing Statement No.

207960

Dated 1/3/94

, 19.....

A. Continuation

B. Partial Release

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 Assignee 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:

(Such as "amendment")

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 collateral released hereby all cash on hand, accounts and instruments, assets that are uniquely part of the so-called "Atlas Business", or the Consignment Inventory (as defined in the Purchase Agreement), and all proceeds received or receivable by the Debtor from the sale of said Purchased Assets to Buyer.

E. TERMINATION.....

The Secured Party of record no longer claims a security interest under the Financing Statement

Filed with Massachusetts Secretary of State

FLEET NATIONAL BANK

(Debtor)

(Signature of Debtor, if required)

(Signature of Secured Party)

Dated: _____, 19 _____

By: _____

FILING OFFICER COPY—ALPHABETICAL

MASSACHUSETTS

EXHIBIT A

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 a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 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 Financing 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.

B. Partial Release

From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment

The Secured Party certifies that the Secured Party has assigned to the Assignee 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:

D. Other:

(Such as "amendment")

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 collateral released hereby all cash on hand, accounts and instruments, assets that are uniquely part of the so-called "Atlas Business", or the Consignment Inventory (as defined in the Purchase Agreement), and all proceeds received or receivable by the Debtor from the sale of said Purchased Assets to Buyer.

E. TERMINATION.....

The Secured Party of record no longer claims a security interest under the Financing Statement

Filed with Massachusetts Secretary of State

FLEET NATIONAL BANK

(Signature of Debtor, if required)

(Debtor)

Dated: _____, 19 _____

By:

(Signature of Secured Party)

FILING OFFICER COPY—ALPHABETICAL

MASSACHUSETTS

EXHIBIT A

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 SECRETARY 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 02867	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)
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This statement refers to original Financing Statement No. Bk 1131, Pg 211 #10740 Dated 10/26/99, 1999

A. Continuation..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release..... <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee 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:	D. Other..... <input type="checkbox"/>
E. Termination..... <input type="checkbox"/> Secured Party no longer claims a security interest under the financing statement bearing the file number shown above. <p style="text-align: center;">\$4.00</p>	F. Amendment..... <input type="checkbox"/> Financing statement bearing file number shown above is amended herein.	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	

from the collateral released hereby all cash on hand, accounts and instruments, assets that are uniquely part of the so-called "Atlas Business", or the Consignment Inventory (as defined in the Purchase Agreement), and all proceeds received or receivable by the Debtor from the sale of said Purchased Assets to Buyer.

Filed with Pawtucket City Clerk, RI

Signature(s) of Debtor(s) (Necessary only if Item F is applicable)

FLEET NATIONAL BANK

Dated: _____, 19____

By: *Albany Products*
(Signature of Secured Party)

(1) Filing Officer Copy - Alphabetical Standard Form - Uniform Commercial Code - Form UCC-3

X

EXHIBIT A

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 SECRETARY 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 (Date, Time, Number, and Filing Office)
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This statement refers to original Financing Statement No. 616972 Dated 1/3/94, 1994

A. Continuation..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release..... <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee 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:	D. Other..... <input type="checkbox"/>
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E. Termination..... <input type="checkbox"/> Secured Party no longer claims a security interest under the financing statement bearing the file number shown above. <p style="text-align: center;">\$4.00</p>	F. Amendment..... <input type="checkbox"/> Financing statement bearing file number shown above is amended herein.	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 from the collateral released hereby all cash on hand, accounts and instruments, assets that are uniquely part of the so-called "Atlas Business", or the Consignment Inventory (as defined in the Purchase Agreement), and all proceeds received or receivable by the Debtor from the sale of said Purchased Assets to Buyer.
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Filed with Rhode Island Secretary of State

Signature(s) of Debtor(s) (Necessary only if Item F is applicable)

FLEET NATIONAL BANK

Dated: _____, 19____

By: Albert J. Brunetti
(Signature of Secured Party)

(1) Filing Officer Copy - Alphabetical Standard Form - Uniform Commercial Code - Form UCC-3

X

EXHIBIT A

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 SECRETARY OF STATE for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Pawtucket Fasteners, L.P. 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 (Date, Time, Number, and Filing Office)
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This statement refers to original Financing Statement No. 702429 Dated 9/29/99, 1999

A. Continuation..... <input type="checkbox"/>	B. Partial Release..... <input checked="" type="checkbox"/>	C. Assignment..... <input type="checkbox"/>	D. Other..... <input type="checkbox"/>
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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 Assignee 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..... <input type="checkbox"/>	F. Amendment..... <input type="checkbox"/>	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
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Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
\$4.00

Financing statement bearing file number shown above is amended herein.

from the collateral released hereby all cash on hand, accounts and instruments, assets that are uniquely part of the so-called "Atlas Business", or the Consignment Inventory (as defined in the Purchase Agreement), and all proceeds received or receivable by the Debtor from the sale of said Purchased Assets to Buyer.

Filed with Rhode Island Secretary of State

Signature(s) of Debtor(s) (Necessary only if Item F is applicable)

FLEET NATIONAL BANK

Dated: _____, 19

By: *Albert J. Byners*
(Signature of Secured Party)

(1) Filing Officer Copy - Alphabetical Standard Form - Uniform Commercial Code - Form UCC-3

X

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) Pawtucket Fasteners, L.P. 11 Cove Street 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)
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This statement refers to original Financing Statement No. 61213 Dated 9/30/99, 19.....

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee 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:	D. Other: <input type="checkbox"/> (Such as "amendment")
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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 collateral released hereby all cash on hand, accounts and instruments, assets that are uniquely part of the so-called "Atlas Business", or the Consignment Inventory (as defined in the Purchase Agreement), and all proceeds received or receivable by the Debtor from the sale of said Purchased Assets to Buyer.

E. TERMINATION..... <input type="checkbox"/> The Secured Party of record no longer claims a security interest under the Financing Statement

Filed with New Bedford City Clerk

(Signature of Debtor, if required) (Debtor)

FLEET NATIONAL BANK

By: *Albert J. Brunetti*
(Signature of Secured Party)

Dated: _____, 19 _____

FILING OFFICER COPY—ALPHABETICAL

MASSACHUSETTS

EXHIBIT A

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 a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) Pawtucket Fasteners, L.P. d/b/a Atlas Screw & Speciality 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)
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This statement refers to original Financing Statement No. 57520 Dated 1/4/94, 19.....

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee 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:	D. Other: <input type="checkbox"/> (Such as "amendment")
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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 collateral released hereby all cash on hand, accounts and instruments, assets that are uniquely part of the so-called "Atlas Business", or the Consignment Inventory (as defined in the Purchase Agreement), and all proceeds received or receivable by the Debtor from the sale of said Purchased Assets to Buyer.

E. TERMINATION.....
 The Secured Party of record no longer claims a security interest under the Financing Statement

Filed with New Bedford City Clerk, MA

_____ (Debtor) FLEET NATIONAL BANK
 (Signature of Debtor, if required)

Dated: _____, 19 _____ By: *Albert J. Brunel*
 (Signature of Secured Party)

FILING OFFICER COPY—ALPHABETICAL **MASSACHUSETTS**

EXHIBIT A

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 SECRETARY OF STATE for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Pawtucket Fasteners, L.P. 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)
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This statement refers to original Financing Statement No. Bk 805, Pg 8490 #3798 Dated 1/3/94, 19

A. Continuation..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release..... <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee 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:	D. Other..... <input type="checkbox"/>
E. Termination..... <input type="checkbox"/> Secured Party no longer claims a security interest under the financing statement bearing the file number shown above. \$4.00	F. Amendment..... <input type="checkbox"/> Financing statement bearing file number shown above is amended herein.	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	

from the collateral released hereby all cash on hand, accounts and instruments, assets that are uniquely part of the so-called "Atlas Business", or the Consignment Inventory (as defined in the Purchase Agreement), and all proceeds received or receivable by the Debtor from the sale of said Purchased Assets to Buyer.

Filed with Pawtucket City Clerk, RI

Signature(s) of Debtor(s) (Necessary only if Item F is applicable) _____

FLEET NATIONAL BANK

Dated: _____, 19____ By: Albert J. Brunetti
(Signature of Secured Party)

(1) Filing Officer Copy - Alphabetical Standard Form - Uniform Commercial Code - Form UCC-3

X

EXHIBIT A

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 SECRETARY 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 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)
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This statement refers to original Financing Statement No. Bk 805, Pg 8488 #3797 Dated 1/3/94, 1994

A. Continuation..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release..... <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee 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:	D. Other..... <input type="checkbox"/>
E. Termination..... <input type="checkbox"/> Secured Party no longer claims a security interest under the financing statement bearing the file number shown above. \$4.00	F. Amendment..... <input type="checkbox"/> Financing statement bearing file number shown above is amended herein.	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 AND 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 released hereby all cash on hand, accounts and instruments, assets that are uniquely part of the so-called "Atlas Business", or the Consignment Inventory (as defined in the Purchase Agreement), and all proceeds received or receivable by the Debtor from the sale of said Purchased Assets to Buyer.	

Filed with Pawtucket City Clerk, RI

Signature(s) of Debtor(s) (Necessary only if Item F is applicable)

FLEET NATIONAL BANK

Dated: _____, 19____

By:

William B. Smith
(Signature of Secured Party)

(1) Filing Officer Copy - Alphabetical Standard Form - Uniform Commercial Code - Form UCC-3

X

EXHIBIT A

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 SECRETARY 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(ies) and address(es) Fleet National Bank 111 Westminster Street Providence, RI 02903	For Filing Officer (Date, Time, Number, and Filing Office)
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This statement refers to original Financing Statement No. Bk 805, Pg 8484 #3795 Dated 1/3/94, 1994

A. Continuation..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release..... <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee 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:	D. Other..... <input type="checkbox"/>
E. Termination..... <input type="checkbox"/> Secured Party no longer claims a security interest under the financing statement bearing the file number shown above. \$4.00	F. Amendment..... <input type="checkbox"/> Financing statement bearing file number shown above is amended herein.	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	

from the collateral released hereby all cash on hand, accounts and instruments, assets that are uniquely part of the so-called "Atlas Business", or the Consignment Inventory (as defined in the Purchase Agreement), and all proceeds received or receivable by the Debtor from the sale of said Purchased Assets to Buyer.

Filed with Pawtucket City Clerk, RI

Signature(s) of Debtor(s) (Necessary only if Item F is applicable)

FLEET NATIONAL BANK

Dated: _____, 19____

By: *Anthony Brunelli*
(Signature of Secured Party)

(1) Filing Officer Copy - Alphabetical Standard Form - Uniform Commercial Code - Form UCC-3

X

EXHIBIT A

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 SECRETARY 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 (Date, Time, Number, and Filing Office)
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This statement refers to original Financing Statement No. 616975 Dated 1/3/94, 19

A. Continuation..... <input type="checkbox"/>	B. Partial Release..... <input checked="" type="checkbox"/>	C. Assignment..... <input type="checkbox"/>	D. Other..... <input type="checkbox"/>
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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 Assignee 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

F. Amendment.....

Financing statement bearing file number shown above is amended herein.

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

from the collateral released hereby all cash on hand, accounts and instruments, assets that are uniquely part of the so-called "Atlas Business", or the Consignment Inventory (as defined in the Purchase Agreement), and all proceeds received or receivable by the Debtor from the sale of said Purchased Assets to Buyer.

Filed with Rhode Island Secretary of State
Signature(s) of Debtor(s) (Necessary only if Item F is applicable)

FLEET NATIONAL BANK
By: *Arthur J. Agnietti*
(Signature of Secured Party)

Dated: _____, 19____

(1) Filing Officer Copy - Alphabetical Standard Form - Uniform Commercial Code - Form UCC-3



EXHIBIT A

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 SECRETARY OF STATE for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Pawtucket Fasteners, L.P. 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)
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This statement refers to original Financing Statement No. 616974 Dated 1/3/94, 1994

A. Continuation..... <input type="checkbox"/> <small>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</small>	B. Partial Release..... <input checked="" type="checkbox"/> <small>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</small>	C. Assignment..... <input type="checkbox"/> <small>The Secured Party certifies that the Secured Party has assigned to the Assignee 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.</small>	D. Other..... <input type="checkbox"/>
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E. Termination..... <input type="checkbox"/> <small>Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</small> \$4.00	F. Amendment..... <input type="checkbox"/> <small>Financing statement bearing file number shown above is amended herein.</small>	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
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from the collateral released hereby all cash on hand, accounts and instruments, assets that are uniquely part of the so-called "Atlas Business", or the Consignment Inventory (as defined in the Purchase Agreement), and all proceeds received or receivable by the Debtor from the sale of said Purchased Assets to Buyer.

Filed with Rhode Island Secretary of State

Signature(s) of Debtor(s) (Necessary only if Item F is applicable)

FLEET NATIONAL BANK

Dated: _____, 19__

By: *Arthur J. Bowers*
(signature of Secured Party)

(1) Filing Officer Copy - Alphabetical Standard Form - Uniform Commercial Code - Form UCC-3

X

EXHIBIT A

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.

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

This STATEMENT is presented to THE SECRETARY OF STATE for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Pawtucket Fasteners, L.P. 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)
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This statement refers to original Financing Statement No. 661931 Dated 1/28/87, 19

A. Continuation..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release..... <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee 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:	D. Other..... <input type="checkbox"/>
E. Termination..... <input type="checkbox"/> Secured Party no longer claims a security interest under the financing statement bearing the file number shown above. \$4.00	F. Amendment..... <input type="checkbox"/> Financing statement bearing file number shown above is amended herein.	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	

from the collateral released hereby all cash on hand, accounts and instruments, assets that are uniquely part of the so-called "Atlas Business", or the Consignment Inventory (as defined in the Purchase Agreement), and all proceeds received or receivable by the Debtor from the sale of said Purchased Assets to Buyer.

Filed with Rhode Island Secretary of State

Signature(s) of Debtor(s) (Necessary only if Item F is applicable)

FLEET NATIONAL BANK

Dated: _____, 19____

By: *Albert J. Benerly*
(Signature of Secured Party)

(1) Filing Officer Copy - Alphabetical Standard Form - Uniform Commercial Code - Form UCC-3

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