

10-19-2001



101878250

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

The Hillman Group, Inc.

10/10/01

- Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 09-28-01

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc.

Internal Address:

Street Address: 500 West Monroe Street

City: Chicago State: IL Zip: 60661

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached

10

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Goldberg Kohn, et. al.

Internal Address: Elizabeth Kostiuik

10/19/2001 BTOM11 00000044 1994167

01 FC:401 40.00 DP 02 FC:402 1200.00 DP

Street Address: 55 E. Monroe Street

Suite 3700

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved:

49

7. Total fee (37 CFR 3.41).....\$1,240.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Elizabeth Kostiuik

Name of Person Signing

Signature

10-10-01

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002380 FRAME: 0079

TRADEMARK REGISTRATION NO.

1994167
1754854
2291087
2292512
2295652
1950599
1845341
1754900
1526510
1572868
1162439
1166110
1486689
2291086
2291088
704597
704596
1519528
2278994
1968246
2397105
712471
2277567
1717101
1230589
1604337
1528290
1069739
1172836
1321763
1383013
1133962
1624427
1639505
1187339
2041880
1623263
2468273
2418296
2387210
2391068
2387209

2387211
2387208
2324130
1794653
1940438
1907047
1644704

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 28th day of September, 2001 by The Hillman Group, Inc., a Delaware corporation ("Grantor") in favor of Heller Financial, Inc., a Delaware corporation, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, Grantee, Lenders and any additional agents for the Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Grantor warrants and represents to Grantee that:

(i) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances;

(ii) except as disclosed in the Credit Agreement, Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark Collateral; and

(iii) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until Grantor's Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or, other than in the ordinary course of its business, grant any license under, any Trademark Collateral or enter into any other agreement with respect to any Trademark Collateral other than in the ordinary course of its business, and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

5. Product Quality. Upon the occurrence of an Event of Default, Grantor agrees that Grantee, or a conservator appointed by Grantee, shall have the right to establish such product quality controls as Grantee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

6. Grantee's Right to Sue. After an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademark Collateral and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 6.

7. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademark, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademark Collateral or (ii) take any other actions with respect to the Trademark Collateral as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademark Collateral to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantor's

Obligations shall have been paid in full and the Credit Agreement has been terminated. Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademark Collateral shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantor.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

THE HILLMAN GROUP, INC.

By: J. P. Watts
Its: VP Finance

Agreed and Accepted
As of the Date First Written Above

HELLER FINANCIAL, INC., as Agent

By: _____
Its: _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

THE HILLMAN GROUP, INC.

By: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

HELLER FINANCIAL, INC., as Agent

By: *Sheela Singh*
Its: *VP*

SCHEDULE 1

TRADEMARKS:

Registered or Pending Marks:

A.D. 2000

United States
Registration No. 1,994,167; Allowed to lapse

Canada
Registration No. TMA0483554

AXXESS+

Registered:

Australia
Registration No. 779,156

European Community
Registration No. 000995902

Mexico
Registration No. 601776 - International Class 6

Mexico
Registration No. 601778 - International Class 7

New Zealand
Registration No. 301599 – International Class 6

New Zealand
Registration No. 301600 – International Class 7

United States
Registration No. 1,754,854 – International Class 6.

United States
Registration No. 2,291,087 – International Class 7.

Pending:

Brazil
Application Nos. 821348116 and 821348108
Filed 1-13-99

Japan
Application No. 10-99876
Filed 1-24-98

AXXESS+ (and design)



Registered:

United States
Registration No. 2,292,512 – International Class 6

United States
Registration No. 2,295,652 – International Class 7

AXXESS (and design)



United States
Registration No. 1,950,599

AXXESS KEY IDENTIFIER

United States
Registration No. 1,845,341

AXXESS PC

United States
Registration No. 1,754,900

CK (and design)



United States
Registration No. 1,526,510

COLE

United States
Registration No. 1,572,868

COLE

Registered:

Mexico
Registration No. 355777

United States
Registration No. 1,162,439 (not renewed)

COLOR-PLUS.

Registered:

United States
Registration No. 1,166,110

Mexico
Registration No. 648263

Canada
Registration No. TMA527997

CREDITCARD KEYS

Registered:

Benelux
Registration No. 448162 – International Class 6 and 20

Colombia
Registration No. 143255

France
Registration No. 1582745 - International Class 6

Germany
Registration No. 1137937 - International Class 20

Italy
Registration No. 523812 – International Class 6 and 20

Mexico
Registration No. 601779 - International Class 20

South Africa
Registration No. 88/3111- International Class 20

Spain
Registration No. M1243501- International Class 20

Sweden
Registration No. 238812 - International Class 20

Switzerland
Registration No. 365950 - International Class 20

United Kingdom
Registration No. 1339382 - International Class 20.

United States
Registration No. 1,486,689 – International Class 6

Pending:

Canada
Application No. 1017983
Filed 7-9-99

Venezuela
Application No. 21.770-98
Filed 11-20-98

KEYS MADE TO WORK

Registered:

United States
Registration No. 2,291,086 - International Class 6

United States
Registration No. 2,291,088 - International Class 7

MR. KEY (and design)

MR.  KEY

United States
Registration No. 704,597

MR. KEY (design only)



United States
Registration No. 704,596

NATIONAL KEY

United States
Registration No. 1,519,528

PC+

Registered:

Canada
Registration No. TMA517815

European Community
Registration No. 933739

Japan
Registration No. 4337181

Korea
Registration No. 460638

Mexico
Registration No. 595238

United States
Registration No. 2,278,994

Pending:

Australia (abandoned)
Application No. 773446
Filed 9-18-98

Colombia
Application No. 98053994
Filed 9-18-98 (priority based upon U.S. Application Serial No. 75/452,290)

New Zealand
Application No. 298429
Filed 9-18-98

South Africa
Application No. 98/16683
Filed 9-18-98 (priority based upon U.S. Application Serial No. 75/452,290)

PMI (and design)



United States
Registration No. 1,968,246, registered 4-16-96

QUICK-SCRIBE

Registered:

Colombia
Registration No. 234416

Mexico
Registration No. 668425

New Zealand
Registration No. 315917

United States
Registration No. 2,397,105

Pending:

Argentina
Application No. 2239701
Filed on 9-8-99 (priority based upon U.S. Application Serial No. 75/654,080)

Brazil
Application No. 821967886
Filed on 9-8-99 (priority based upon U.S. Application Serial No. 75/654,080)

Canada
Application No. 1028165
Filed on 9-8-99 (priority based upon U.S. Application Serial No. 75/654,080)

India
Application No. 877563
Filed on 9-8-99 (priority based upon U.S. Application Serial No. 75/654,080)

Indonesia

Application No. D99-15991 (priority based upon U.S. Application Serial No. 75/654,080)

Malaysia

Application No. 9-08787

Filed on 9-8-99 (priority based upon U.S. Application Serial No. 75/654,080)

Philippines

Application No. 4-1999-06732

Filed on 9-8-99 (priority based upon U.S. Application Serial No. 75/654,080)

Russia

Application No. 99714295/71

Filed on 9-8-99 (priority based upon U.S. Application Serial No. 75/654,080)

South Africa

Application No. 09916468

Filed on 9-8-99 (priority based upon U.S. Application Serial No. 75/654,080)

Taiwan

Application No. 88044769

Filed on 9-8-99

SABRE (stylized)



United States

Registration No. 712,471 - registered March 14, 1961

TAG YOUR WORLD

United States

Registration No. 2,277,567

VISUAL IMPACT

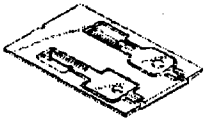
United States
Registration No. 1,717,101

MISCELLANEOUS KEY DESIGN



United States
Registration No. 1,230,589

THREE DIMENSIONAL KEY DESIGN



United States
Registration No. 1,604,337

SHO-BIN

United States
Registration No. 1,528,290

TLO (and design)



United States
Registration No. 1,069,739

BONNIE LASS (and design)

Registered:

United States
Registration No. 1,172,836

ENUF STUF

Registered:

United States
Registration No. 1,321,763

EVER-SHIELD

Registered:

United States
Registration No. 1383013

PHILSTONE (and design)

United States
Registration No. 1,133,962

POWER PRO

United States
Registration No. 1,624,427

SHARON (and design)

United States
Registration No. 1,639,505

SURE*WAY (and design)

United States
Registration No. 1,187,339

THE FASTENER SOURCE

United States
Registration No. 2,041,880

WEATHER-TUFF

United States

x

Registration No. 1,623,263

DUAL-TORO

United States
Registration No. 2,468,273

HILLMAN (and design)

United States
Registration No. 2,418,296

THE ANCHOR CENTER

United States
Registration No. 2,387,210

United States
Registration No. 2,391,068

THE FASTENER CENTER

United States
Registration No. 2,387,209

THE KEY CENTER

United States
Registration No. 2,387,211

THE SLIDER

United States
Registration No. 2,387,208

WEATHER MAXX

United States
Registration No. 2,324,130

WESSEL

United States
Registration No. 1,794,653

BUC-PAK

United States
Registration No. 1,940,438)

HILLMAN (and wood screw design)

United States
Registration No. 1,907,047

THE SPECIALTY CENTER

United States
Registration No. 1,644,704

ADD-A-BIN

Canada
Registration No. TMA308227

ADD-A-DRAWER

Canada
Registration No. TMA321624

INSTANT-LINE

Canada
Registration No. TMA316934

JOBBER STOCK

Canada
Registration No. TMA317653

QUICK-SEAL

Canada
Registration No. TMA316401

READY-PAK

Canada
Registration No. TMA188063

SPOOLHOSE

Canada
Registration No. TMA187283

SPOOLTUBE

Canada
Registration No. TMA187770

THE BIG DIFFERENCE IN SMALL PARTS

Canada
Registration No. TMA316047

VISA-A-KIT

Canada
Registration No. TMA316359

VU-PARTS

Canada
Registration No. TMA191673

WING design

Canada
Registration No. TMA194191

Common Law Marks:

AXXESS 2000

AXXESS 2001

AXXESS+ GUARANTEED KEYS

KEY DESIGN

VETSCRIBE

AXXESS PRECISION KEY DUPLICATION SYSTEM

AXXESS

AXXESS HOME & OFFICE KEY IDENTIFIER

AXXESS PRECISION CUTTER

AXXESS 2001 DUPLICATION SYSTEMS

AXXESS+ KEYS MADE TO WORK (and key design)

AXXESS TECHNOLOGIES A HILLMAN GROUP COMPANY (and key design)

BARGAIN BUCKETS

CODE CUTTER

COLE KEYMATES

COLE 4000

H (and design)

IDENTIFIER

IT'S THE RIGHT THING TO DO

KEY-IN-A-POUCH

KEYMATES (application prepared)

CP (And design)

PC+ COMPUTERIZED CODE CUTTER

PRECISION

REFLECTIVES

RUBBERHEAD (application prepared)

SIMPLE SIGNMAN

ULTRA EDGE (and design)

VETSCRIBE

VISI-LITE

1-888-600-TAGS

HILLMAN (and key design)

INDOOR PROJECT CENTER

PREMIER

SPRING CENTER

SPRINGS

SPRINGS (and design)

THE HILLMAN PROJECT CENTER

THE PROJECT CENTER

THE KEY STATION

WORKSHOP SERIES (and design)