

10-11-2002

10-10-02

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/02) Tab settings



102247585

FR SHEET ONLY

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): Fastenal Company Services

10-10-02

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

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

3. Nature of conveyance:

- Assignment (checked), Merger, Security Agreement, Change of Name, Other

Execution Date: 10/3/02

2. Name and address of receiving party(ies)

Name: The Hillman Group, Inc.

Internal

Address:

Street Address: 10590 Hamilton Avenue

City: Cincinnati State: OH Zip: 45231-0012

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (No checked) Additional name(s) & address(es) attached? Yes No (No checked)

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2116616

Additional number(s) attached Yes No (Yes checked)

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

Name: Maisha Gibson, Paralegal

Internal Address:

10/11/2002 6TOM11 00000007 2116616

01 FC:481 40.00 DP 02 FC:482 150.00 DP

Street Address: Goldberg, Kohn, et al.

55 East Monroe Street, 37th Floor

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): \$ 190.00

- Enclosed (checked), Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Maisha Gibson

Name of Person Signing

Signature (handwritten)

Signature

October 9, 2002

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: 002596 FRAME: 0176

**CONTINUATION OF ITEM #4**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
SNAP-PAK	2,083,019	July 29, 1997
TAP 'N SEAL	1,792,117	September 7, 1993
TUFFGRIP	2,061,978	May 13, 1997
VALU-PAK	1,325,433	March 19, 1985
WEATHERMASTER	1,817,721	January 25, 1994
ZER-LON	1,519,519	January 10, 1989

ASSIGNMENT OF TRADEMARKS, TRADEMARKS REGISTRATIONS  
AND TRADENAMES

This Assignment of Trademarks, Trademarks Registrations and Tradenames (this "**Assignment**") is made on the 3rd day of October, 2002, between Fastenal Company Services, a Minnesota corporation having a principal business address of 2001 Theurer Blvd., Winona, Minnesota 55987 ("**Seller**"), and The Hillman Group, Inc., a Delaware corporation having a principal business address of 10590 Hamilton Ave., Cincinnati, Ohio 45231-0012 ("**Buyer**").

WHEREAS, Seller (or its affiliates) used and is using the trademarks listed in Appendix A for which it (or they) own registrations in the United States, as indicated in Appendix A;

WHEREAS, Seller (or its affiliates) has adopted, used and is using the trademarks and tradenames listed in Appendix B and has the common law rights to these marks (the trademarks and tradenames listed in Appendices A and B are collectively referred to herein as the "**Marks**");

WHEREAS, Buyer is desirous of acquiring said trademarks, the goodwill associated therewith and the applications and the registrations thereof;

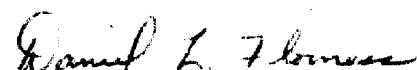
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller does hereby, on behalf of itself and its affiliates, irrevocably assign, sell, grant, convey and transfer to Buyer, its successors and assigns, without any reservation of rights, all its right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by and associated with the Marks and trademark applications and registrations thereof, and all actions and causes of action and rights to damages and profits, due or accrued, relating to the foregoing, anywhere in the world.

This Assignment is effective as of the date hereof. Seller agrees to sign, and to cause its affiliates to sign, any additional assignments and other appropriate documentation necessary to effectuate and validate this Assignment, from time to time and as soon as practicable after the date of this Assignment.

IN TESTIMONY WHEREOF, Seller has executed this Assignment by a duly authorized officer.

FASTENAL COMPANY SERVICES

Dated: October 3, 2002

By:   
Name: Daniel L. Florence  
Title: CEO

**APPENDIX A**  
**TRADEMARK REGISTRATIONS**

<b><u>Trademark</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>
GLOBALPAK	2,116,616	November 25, 1997
SNAP-PAK	2,083,019	July 29, 1997
TAP 'N SEAL	1,792,117	September 7, 1993
TUFFGRIP	2,061,978	May 13, 1997
VALU-PAK	1,325,433	March 19, 1985
WEATHERMASTER	1,817,721	January 25, 1994
ZER-LON	1,519,519	January 10, 1989

APPENDIX B

COMMON LAW TRADEMARKS

ANCHOR  
ANCHOR WIRE  
DRILL DRIVER  
GOLD +  
GRIP +  
QUIK TURN  
ROCK BOARD  
SUPER GUARD  
TOUGH SPRING  
ULTRA +