

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Hillman Group, Inc.		03/31/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.
Street Address:	222 N. LaSalle Street
Internal Address:	16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	INC. ASSOCIATION: DELAWARE

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Registration Number:	1994167	A.D. 2000
Registration Number:	1754854	AXXESS +
Registration Number:	2291087	AXXESS+
Registration Number:	2922512	
Registration Number:	2295652	AXXESS+
Registration Number:	1950599	AXXESS
Registration Number:	1845341	AXXESS KEY IDENTIFIER
Registration Number:	1754900	AXXESS PC
Registration Number:	1526510	CK
Registration Number:	1572868	COLE
Registration Number:	1279617	COLE
Registration Number:	1166110	COLOR-PLUS
Registration Number:	1486689	CREDITCARD KEYS
Registration Number:	2116616	GLOBALPAK

OP \$1365.00 1994167

Registration Number:	2291086	KEYS MADE TO WORK
Registration Number:	2291088	KEYS MADE TO WORK
Registration Number:	2278994	PC+
Registration Number:	2773157	PMI
Registration Number:	2397105	QUICK-SCRIBE
Registration Number:	712471	SABRE
Registration Number:	2277567	TAG YOUR WORLD
Registration Number:	1717101	VISUAL IMPACT
Registration Number:	1604337	
Registration Number:	1528290	SHO-BIN
Registration Number:	1069739	TLQ
Registration Number:	2734483	RUBBERHEAD
Registration Number:	2734461	T.H.G.
Registration Number:	1321763	ENUF STUF
Registration Number:	1383013	EVER-SHIELD
Registration Number:	1133962	PHILSTONE
Registration Number:	1624427	POWER PRO
Registration Number:	1639505	SHARON
Registration Number:	1623263	WEATHER-TUFF
Registration Number:	2468273	DUAL-TORQ
Registration Number:	2586621	GUTTERTITE
Registration Number:	2418296	HILLMAN
Registration Number:	2637064	TIMBERTITE
Registration Number:	2387210	THE ANCHOR CENTER
Registration Number:	2391068	THE ANCHOR CENTER
Registration Number:	2387209	THE FASTENER CENTER
Registration Number:	2387211	THE KEY CENTER
Registration Number:	2387208	THE SLIDER
Registration Number:	2324130	WEATHER MAXX
Registration Number:	1794653	WESSEL
Registration Number:	1940438	BUC-PAK
Registration Number:	1907047	HILLMAN
Registration Number:	1644704	THE SPECIALTY CENTER
Registration Number:	2061978	TUFFGRIP
Registration Number:	2083019	SNAP-PAK

Registration Number:	1325433	VALU-PAK
Registration Number:	1792117	TAP 'N SEAL
Registration Number:	1519519	ZER-LON
Registration Number:	2683270	WORKSHOP SERIES
Registration Number:	1519528	NATIONAL KEY

**CORRESPONDENCE DATA**

Fax Number: (212)859-4000

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212.859.8000

Email: craig.brody@friedfrank.com

Correspondent Name: Craig J. Brody

Address Line 1: One New York Plaza

Address Line 2: Fried Frank et al. LLP

Address Line 4: New York, NEW YORK 10004

**NAME OF SUBMITTER:**

Craig J. Brody

**Total Attachments: 8**

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**Assignment of Security Interest  
in United States Patents and Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, The Hillman Group, Inc., a Delaware corporation (the “Assignor”), having its chief executive office at 10590 Hamilton Avenue, Cincinnati, Ohio 45241, hereby grants to Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Collateral Agent, (the “Assignee”), with offices at 222 N. LaSalle Street, 16th Floor, Chicago IL 60601, a security interest in all of the Assignor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Patent and Trademark Collateral”), whether presently existing or hereafter arising or acquired:

(i) each United States patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;

(ii) each Patent License, including each Patent License listed on Schedule A hereto;

(iii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;

(iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(v) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS GRANT is granted in conjunction with the security interests granted to the Assignee pursuant to the Security Agreement among the Assignor, the Assignee and certain other parties dated as of March 31, 2004, as amended, modified or supplemented from time to time (the “Security Agreement”).

THIS GRANT has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 31st day of March, 2004.

THE HILLMAN GROUP, INC., as Assignor

By: *J. P. Waters*  
Name: James P. Waters  
Title: Chief Financial Officer

MERRILL LYNCH CAPITAL,  
a division of Merrill Lynch Business Financial  
Services Inc., as Collateral Agent

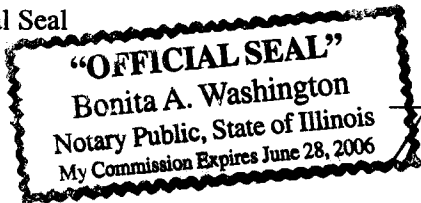
By: *Joseph Lazewski*  
Name: **Joseph Lazewski**  
Title: **Assistant Vice President**

STATE OF Illinois  
County OF Cook

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of March, 2004 by James Waters as Chief Financial Officer of The Hillman Group, Inc., a Delaware corporation, on behalf of The Hillman Group, Inc.

My commission expires:

Notarial Seal



*Bonita A. Washington*  
Notary Public

**SCHEDULE A****U.S. PATENTS**

<b>Patent No.</b>	<b>Issue Date</b>	<b>Title</b>
6059495	5/9/2000	Engraving Apparatus
6186711	2/13/2001	Engraving Machine
6478515	11/12/2002	Inscribing System
6082580	7/4/2000	Article Dispensing Apparatus
6064747	5/16/2000	Method and Apparatus for Using Light to Identify a Key
5029459	7/9/1991	Flat Plastic Key with Rigid Torque Transfer Insert
5201203	4/13/1993	Reinforced Shank Plastic Key
5167171	12/1/1992	Universal Key Blank and Key Duplication Method
5443339	8/22/1995	Method and Apparatus for Aligning and Cutting Single-sided and Double-sided Keys
5607267	3/4/1997	Method and Apparatus for Aligning and Cutting Single-sided and Double-sided Keys
5271698	12/21/1993	Key Cutting Machine with a Code Selectable Key Duplication System
5314274	5/24/1994	Method and Apparatus for Duplicating Keys Using Tip-Referenced Alignment Between Key Blank and Master Key
4677835	7/7/1987	Plastic Card/Key Combination and Hinge Structure
RE 32914	5/2/1989	Key and Retainer Card Combination
4941335	7/17/1990	Combination Key and Key Holder
D348393	7/5/1994	Disposable Container for Storing and Dispensing Stack of Identical Card-Mounted Key Blanks
5351409	10/4/1994	Key Identifier Method and Apparatus
5311758	5/17/1994	Key Storage Tag
5308360	5/3/1994	Key Storage Container
5676504	10/14/1997	Key Cutting Machine with Key Tracing and Electronic Code Cutting Duplication Modes

<b>Patent No.</b>	<b>Issue Date</b>	<b>Title</b>
5617323	4/1/1997	Key Identifier Method and Apparatus
5556240	9/17/1996	Key Positioning Fixture for a Key Cutting Machine
5538374	7/23/1996	Key Duplicating Machine and Method
5660509	8/26/1997	Key Duplicating Machine with Bottom Clearance
5497888	3/12/1996	Modular Display System
6588995	7/8/2003	Method and Apparatus for Determining the Bitting Pattern of Keys
6415931	7/9/2002	Feed Spring
6321430	11/27/2001	Workpiece Carrying System

**SCHEDULE A (cont'd.)**

**U.S. PATENT APPLICATIONS**

<b>Application No.</b>	<b>Filing Date</b>	<b>Title</b>
09625274	7/25/2000	Key Identification System
60278432	3/26/2001	Key Cutting Machine
10254668	9/26/2002	Engraving system
09962131	9/26/2001	Key Identification System
10224494	8/21/2002	Key Identification System
10105187	3/26/2002	Key Cutting Machine and Method
10355131	1/31/2003	Stand Alone Folding Sign



**SCHEDULE B****U.S. TRADEMARK REGISTRATIONS**

<b>Trademark No.</b>	<b>Registration Date</b>	<b>Mark</b>
1,994,167	8/13/1996	A.D. 2000
1,754,854	3/2/1993	AXXESS+
2,291,087	11/9/1999	AXXESS+
2,922,512	11/16/1999	AXXESS+ and Design
2,295,652	11/30/1999	AXXESS+ and Design
1,950,599	1/23/1996	AXXESS and Design
1,845,341	7/19/1994	AXXESS KEY INDENTIFIER
1,754,900	3/2/1993	AXXESS PC
1,526,510	2/28/1989	CK and Design
1,572,868	12/26/1989	COLE
1,279,617	5/29/1984	COLE
1,166,110	8/25/1981	COLOR-PLUS
1,486,689	5/3/1988	CREDITCARD KEYS
2,116,616	11/25/1997	GLOBALPAK
2,291,086	11/9/1999	KEYS MADE TO WORK
2,291,088	11/9/1999	KEYS MADE TO WORK
2,278,994	9/21/1999	PC+
2,773,157	10/14/2003	PMI
2,397,105	10/24/2000	QUICK-SCRIBE
712,471	3/14/1961	SABRE (stylized)
2,277,567	9/14/1999	TAG YOUR WORLD
1,717,101	9/15/1992	VISUAL IMPACT
1,604,337	7/3/1990	THREE DIMENSIONAL KEY DESIGN
1,528,290	3/7/1989	SHO-BIN
1,069,739	7/19/1977	TLQ and Design
2,734,483	7/8/2003	RUBBERHEAD
2,734,461	7/8/2003	T.H.G.

<b>Trademark No.</b>	<b>Registration Date</b>	<b>Mark</b>
1,321,763	2/26/1985	ENUF STUF
1,383,013	2/18/1986	EVER-SHIELD
1,133,962	4/29/1980	PHILSTONE and Design
1,624,427	11/27/1990	POWER PRO
1,639,505	4/2/1991	SHARON and Design
1,623,263	11/20/1990	WEATHER-TUFF
2,468,273	7/10/2001	DUAL-TORQ
2,586,621	6/25/2002	GUTTERTITE
2,418,296	1/2/2001	HILLMAN and Design
2,637,064	9/15/1992	TIMBERTITE
2,387,210	9/19/2000	THE ANCHOR CENTER
2,391,068	10/3/2000	THE ANCHOR CENTER
2,387,209	9/19/2000	THE FASTENER CENTER
2,387,211	9/19/2000	THE KEY CENTER
2,387,208	9/19/2000	THE SLIDER
2,324,130	2/29/2000	WEATHER MAXX
1,794,653	9/28/1993	WESSEL
1,940,438	12/12/1995	BUC-PAC
1,907,047	7/25/1995	HILLMAN and wood screw design
1,644,704	5/14/1991	THE SPECIALTY CENTER
2,061,978	5/13/1997	TUFFGRIP
2,083,019	7/29/1997	SNAP-PAK
1,325,433	3/19/1985	VALU-PAK
1,792,117	9/7/1993	TAP'N SEAL
1,519,519	1/10/1989	ZER-LON
2,683,270	2/4/2003	WORKSHOP SERIES
1,519,528	1/10/1989	NATIONAL KEY

**SCHEDULE B (cont'd.)**

**U.S. TRADEMARK APPLICATIONS**

**None.**