

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The SteelWorks Corporation		01/05/2006	CORPORATION: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Hillman Group, Inc.		
<b>Street Address:</b>	10590 Hamilton Ave.		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45231		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2356231	BOLTMASER	
Registration Number:	2425611	MINIMETALCENTER	
Registration Number:	1634639	STEELWORKS	
Registration Number:	2217652	SHEETWORKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)660-0471		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-861-6371		
<b>Email:</b>	rprescan@kirkland.com		
<b>Correspondent Name:</b>	Renee Prescan		
<b>Address Line 1:</b>	200 E. Randolph Drive		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	41326-3 RMP		
<b>NAME OF SUBMITTER:</b>	Renee M. Prescan		

**CH \$115.00 2356231**

Signature:	/Renee M. Prescan/
Date:	01/06/2006
<b>Total Attachments: 5</b> source=Steelworks-Hillman TM Assgmt#page1.tif source=Steelworks-Hillman TM Assgmt#page2.tif source=Steelworks-Hillman TM Assgmt#page3.tif source=Steelworks-Hillman TM Assgmt#page4.tif source=Steelworks-Hillman TM Assgmt#page5.tif	

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of January 5, 2006 ("Effective Date") by and between the The SteelWorks Corporation, a Colorado corporation, with its principal office at 4661 Monaco Street, Denver, Colorado, 80216 ("Assignor"), and The Hillman Group, Inc., a Delaware corporation, with its principal office at 10590 Hamilton Ave, Cincinnati, Ohio, 45231 ("Assignee").

**WHEREAS**, Assignee and Assignor are parties to that certain Asset Purchase Agreement, dated the date hereof (the "Purchase Agreement"); and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the registered trademarks and unregistered trademarks set forth on the Schedule attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all other countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any other country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any other applicable countries, to record Assignee as the assignee and owner of the registered Marks.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to


the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any other country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

\* \* \* \* \*

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**The SteelWorks Corporation**

**The Hillman Group, Inc.**

  
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\_\_\_\_\_

Name: L. G. Broderick

Name: \_\_\_\_\_

Title: PRESIDENT

Title: \_\_\_\_\_

[Signature page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**The SteelWorks Corporation**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**The Hillman Group, Inc.**

\_\_\_\_\_

Name: JAMES P. WATERS

Title: CHIEF FINANCIAL OFFICER

[Signature page to Trademark Assignment]

**SCHEDULE**  
**TRADEMARKS**

1. Registered Trademarks

Mark	Jurisdiction	Reg. No./ Reg. Date
BOLTMAS <sup>TER</sup>	U.S.	2,356,231 6/6/00
MINIMETALCENTER	U.S.	2,425,611 1/30/01
STEELWORKS	U.S.	1,634,639 2/12/91
SHEETWORKS <sup>1</sup>	U.S.	2,217,652 1/12/99

2. Unregistered Trademarks



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<sup>1</sup> Registration cancelled Section 8 on 10/15/05.