

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Hillman Group, Inc.		01/05/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital		
Street Address:	222 N. LaSalle Street		
Internal Address:	16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Division of Merrill Lynch Business Financial Services Inc.:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2356231	BOLTMASER	
Registration Number:	2425611	MINIMETALCENTER	
Registration Number:	1634639	STEELWORKS	
CORRESPONDENCE DATA			
Fax Number:	(212)859-4000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212)859-8226		
Email:	lisa.yoon@friedfrank.com		
Correspondent Name:	Lisa Yoon		
Address Line 1:	Fried Frank		
Address Line 2:	One New York Plaza		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	4385-688		
NAME OF SUBMITTER:	Lisa Yoon		

CH \$90.00 2356231

Signature:	/Lisa Yoon/
Date:	03/06/2006
Total Attachments: 4 source=Hillman - Security Interest#page1.tif source=Hillman - Security Interest#page2.tif source=Hillman - Security Interest#page3.tif source=Hillman - Security Interest#page4.tif	

**Assignment of Security Interest
in United States 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 "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) 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 A hereto;

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

(iii) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Trademark or Trademark registration, including any Trademark listed on Schedule A hereto, or under any Trademark licensed under any Trademark License, including any such License listed on Schedule A 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.

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IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 5th day of January, 2006.

THE HILLMAN GROUP, INC., as Assignor

By: J. P. Waters
Name: _____
Title: _____

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

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

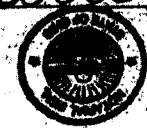
STATE OF Ohio
County of Hamilton

The foregoing instrument was acknowledged before me this _____ day of _____ 2006 by James P. Waters as C.F.O. of The Hillman Group, Inc., a Delaware corporation, on behalf of The Hillman Group, Inc.

My commission expires: 12-12-09



Sandra R. Harrod
Notary Public, State of Ohio
My Commission Expires 12-12-09

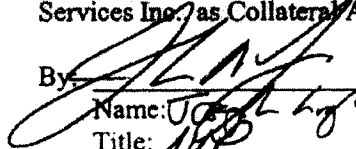




IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 5th day of January, 2006.

THE HILLMAN GROUP, INC., as Assignor

By: _____
Name:
Title:

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

By: 
Name: Joseph High
Title: 

By: 
Name: Steven Laux
Title: Director

STATE OF _____
_____ OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ as _____ of The Hillman Group, Inc., a Delaware corporation, on behalf of The Hillman Group, Inc.

My commission expires:

Notarial Seal

Notary Public

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Schedule A to Trademark Assignment

TRADEMARKS

<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>	<u>Mark</u>
2,356,231	USA	June 6, 2000	BOLTMASER
2,425,611	USA	January 30, 2001	MINIMETALCENTER
1,634,639	USA	February 12, 1991	STEELWORKS

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