

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acme Manufacturing Corporation	FORMERLY The Steelworks Corporation	08/04/2006	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	The Hillman Group, Inc.		
Street Address:	10590 Hamilton Avenue		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45231		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78784695	SHEETWORKS	
CORRESPONDENCE DATA			
Fax Number:	(513)852-8222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	513 852 8200		
Email:	ssw@corsbassett.com		
Correspondent Name:	Sara Straight Wolf		
Address Line 1:	537 East Pete Rose Way		
Address Line 2:	Suite 400		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	HILLMAN		
NAME OF SUBMITTER:	Sara Straight Wolf		
Signature:	/Sara Straight Wolf/		

OP \$40.00 78784695

Date:

08/07/2006

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of August ~~4th~~, 2006 ("Effective Date") by and between the Acme Manufacturing Corporation (f/k/a The Steel Works 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 January 5, 2006 (the "Purchase Agreement"); and

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

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 Mark, 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 Mark, 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 Mark.

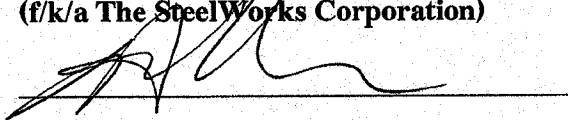
Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, 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 Mark 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.

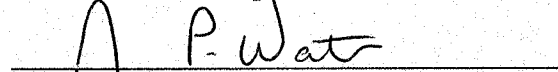
Acme Manufacturing Corporation
(f/k/a The SteelWorks Corporation)



Name: DAVID GOLDEN

Title: Vice President - Administration

The Hillman Group, Inc.



Name: James P. Waters

Title: CFO

SCHEDULE
TRADEMARK APPLICATION

Mark	Jurisdiction	App. No./ Filing Date
SHEETWORKS	U.S.	78/784,695 01/04/06

K&E 11270736.1