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.		05/28/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Collateral Agent
Street Address:	One Churchill Place
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	E14 5HP
Entity Type:	Public Limited Liability Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Registration Number:	1754900	AXXESS PC
Registration Number:	1950599	AXXESS
Registration Number:	1845341	AXXESS KEY IDENTIFIER
Registration Number:	1754854	AXXESS +
Registration Number:	2291087	AXXESS+
Registration Number:	2295652	AXXESS+
Registration Number:	2292512	AXXESS+
Registration Number:	3587016	BOLTMASTER
Registration Number:	1526510	CK
Registration Number:	1572868	COLE
Registration Number:	1279617	COLE
Registration Number:	1166110	COLOR-PLUS
Registration Number:	1486689	CREDITCARD KEYS
Registration Number:	2468273	DUAL-TORQ

CH $1340.00 1754900

Registration Number:	2923922	FANATIX
Registration Number:	3587062	HANG RIGHT STUD FINDER PLUS
Registration Number:	3609227	HARDWARE ESSENTIALS
Registration Number:	2418296	HILLMAN
Registration Number:	1907047	HILLMAN
Registration Number:	3357177	HILLMAN DISTINCTIONS
Registration Number:	3046058	HUNG BY DESIGN
Registration Number:	2291086	KEYS MADE TO WORK
Registration Number:	2291088	KEYS MADE TO WORK
Registration Number:	2425611	MINIMETALCENTER
Registration Number:	2278994	PC+
Registration Number:	1133962	PHILSTONE
Registration Number:	2773157	PMI
Registration Number:	1624427	POWER PRO
Registration Number:	2397105	QUICK-SCRIBE
Registration Number:	2734483	RUBBERHEAD
Registration Number:	0712471	SABRE
Registration Number:	1639505	SHARON
Registration Number:	3264411	SHEETWORKS
Registration Number:	1634639	STEELWORKS
Registration Number:	2734461	T.H.G.
Registration Number:	2277567	TAG YOUR WORLD
Registration Number:	2391068	THE ANCHOR CENTER
Registration Number:	2387210	THE ANCHOR CENTER
Registration Number:	2387209	THE FASTENER CENTER
Registration Number:	2387211	THE KEY CENTER
Registration Number:	2387208	THE SLIDER
Registration Number:	1644704	THE SPECIALTY CENTER
Registration Number:	1604337	
Registration Number:	2637064	TIMBERTITE
Registration Number:	1717101	VISUAL IMPACT
Registration Number:	3334284	WEATHER MAXX
Registration Number:	1623263	WEATHER-TUFF
Registration Number:	1794653	WESSEL
Registration Number:	2683270	WORKSHOP SERIES

Serial Number:	77811021	F I.D.O
Serial Number:	77811058	F I.D.O
Serial Number:	77884834	LEDGERTITE
Serial Number:	77782908	POWER PICK MAGNET

CORRESPONDENCE DATA

Fax Number: (212)751-4864
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-906-1200
Email: angela.amaru@lw.com
Correspondent Name: Angela Amaru c/o Latham & Watkins
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	039269-0141

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	06/04/2010

Total Attachments: 8
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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 8990 S. Kyrene Road Tempe AZ 85284, to secure the due and punctual payment of all Finance Obligations, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due, in accordance with the terms thereof and to secure the performance of all of the obligations of each Credit Party under the Finance Documents and Derivatives Agreements with Derivatives Creditors, hereby grants to Barclays Bank PLC, as Collateral Agent (the "Assignee") for the benefit of the Finance Parties a security interest in, and Assignor hereby pledges and assigns as collateral to the Assignee for the benefit of the Finance Parties, all of Assignor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired, created or arising, whether tangible or intangible, and regardless of where located (collectively, the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, certification marks, collective marks, brand names and trade dress which are or have been used in the United States or in any state, territory or possession thereof, or in any other place, nation or jurisdiction, along with all prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law; (ii) the goodwill of the business symbolized thereby or associated with each of the foregoing; (iii) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, including the registrations and applications listed on Schedule A hereto; (iv) all reissues, extensions and renewals thereof; (v) all claims for, and rights to sue for, past, present or future infringements or dilutions of any of the foregoing; (vi) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements or dilutions thereof and payments and damages under all Trademark Licenses in connection therewith; and (vii) all rights corresponding to any of the foregoing whether arising under the laws of the United States or any foreign country or otherwise; and

(b) each agreement now or hereafter in existence granting to the Assignor any right, whether exclusive or non-exclusive, to use another Person's Trademarks, or pursuant to which the Assignor has granted to any other Person, any right, whether exclusive or non-exclusive, to use any Trademark, whether or not registered, and the rights to prepare for sale, sell and advertise for sale, all of the inventory now or hereafter owned by any Credit Party and now or hereafter covered by such license agreements.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted hereunder attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of the mark that is the subject thereof or any registration that issues from such intent-to-use application under applicable federal law.

TRADEMARK
REEL: 004218 FRAME: 0448

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 May 28, 2010, 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.

TRADEMARK
REEL: 004218 FRAME: 0449

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 28th day of May, 2010.

THE HILLMAN GROUP, INC.,
as Assignor

By: _____
Name: James P. Waters
Title: Chief Financial Officer

STATE OF California

County OF San Mateo

The foregoing instrument was acknowledged before me this 26 day of May, 2010 by James P. Waters as CFO of THE HILLMAN GROUP, INC., a Delaware corporation, on behalf of THE HILLMAN GROUP, INC.

My commission expires: 10/14/2012

Notarial Seal

_____
Notary Public

JENNIE CHEN
Commission # 1817688
Notary Public - California
San Mateo County
My Comm. Expires Oct 14, 2012

BARCLAYS BANK PLC,
as Collateral Agent

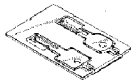
By: _____
Name: Craig Malloy
Title: Director

SCHEDULE A

TRADEMARKS

Mark	Issue Date	Status	Registration No.
ACCESS PC	3/2/1993	Registered	1754900
AXXESS and Design	1/23/1996	Registered	1950599
AXXESS KEY IDENTIFIER	7/19/1994	Registered	1845341
AXXESS+	3/2/1993	Registered	1754854
AXXESS+	11/9/1999	Registered	2291087
AXXESS+ and Design	11/30/1999	Registered	2295652
AXXESS+ and Design	11/16/1999	Registered	2292512
BOLTMASTER	3/10/2009	Registered	3587016
CK and Design	2/28/1989	Registered	1526510
COLE	12/26/1989	Registered	1572868
COLE	5/19/1984	Registered	1279617
COLE-PLUS	8/25/1981	Registered	1166110
CREDITCARD KEYS	5/3/1988	Registered	1486689
DUAL-TORQ	7/10/2001	Registered	2468273

FANATIX	2/1/2005	Registered	2923922
HANG RIGHT STUD FINDER PLUS	3/10/2009	Registered	3587062
HARDWARE ESSENTIALS	4/21/2009	Registered	3609227
HILLMAN and Design	1/2/2001	Registered	2418296
HILLMAN and Design	7/25/1995	Registered	1907047
HILLMAN DISTINCTIONS	12/18/2007	Registered	3357177
HUNG BY DESIGN	1/17/2006	Registered	3046058
KEYS MADE TO WORK	11/9/1999	Registered	2291086
KEYS MADE TO WORK	11/9/1999	Registered	2291088
MINIMETALCENTER	1/30/2001	Registered	2425611
PC+ & Design	9/21/1999	Registered	2278994
PHILSTONE and Design	4/29/1980	Registered	1133962
PMI and Design	10/14/2003	Registered	2773157
POWER PRO	11/27/1990	Registered	1624427
QUICK-SCRIBE	10/24/2000	Registered	2397105
RUBBERHEAD	7/8/2003	Registered	2734483
SABRE (Stylized)	3/14/1961	Registered	0712471
SHARON and Design	4/2/1991	Registered	1639505

SHEETWORKS SheetWorkS	7/17/2007	Registered	3264411
STEELWORKS	2/12/1991	Registered	1634639
T.H.G.	7/8/2003	Registered	2734461
TAG YOUR WORLD	9/14/1999	Registered	2277567
THE ANCHOR CENTER	10/3/2000	Registered	2391068
THE ANCHOR CENTER	9/19/2000	Registered	2387210
THE FASTENER CENTER	9/19/2000	Registered	2387209
THE KEY CENTER	9/19/2000	Registered	2387211
THE SLIDER	9/19/2000	Registered	2387208
THE SPECIALTY CENTER	5/14/1991	Registered	1644704
Three Dimensional Key Design 	7/3/1990	Registered	1604337
TIMBERTITE	10/15/2002	Registered	2637064
VISUAL IMPACT	9/15/1992	Registered	1717101
WEATHER MAXX	11/13/2007	Registered	3334284
WEATHER-TUFF	11/20/1990	Registered	1623263
WESSEL	9/28/1993	Registered	1794653
WORKSHOP SERIES and Design Workshop series	2/4/2003	Registered	2683270

TRADEMARK APPLICATIONS

Mark	Application Date	Status	Serial No.
F.I.D.O.	(8/24/2009)	Pending	(77/811021)
F.I.D.O. and Design	(8/24/2009)	Pending	(77/811058)
LEDGERTITE	(12/2/2009)	Pending	(77/884834)
POWER PICK MAGNET	(7/16/2009)	Pending	(77/782908)