

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
TAGWORKS, L.L.C.		03/31/2011	LIMITED LIABILITY COMPANY: ARIZONA
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: 2			
Property Type	Number	Word Mark	
Registration Number:	3458968	TAGWORKS	
Registration Number:	3458978		
CORRESPONDENCE DATA			
Fax Number:	(212)751-4864		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Angela M. 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:			

900188312

TRADEMARK
REEL: 004514 FRAME: 0157

CH \$65.00 3458968

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

NAME OF SUBMITTER:

Angela M. Amaru

Signature:

/s/ Angela M. Amaru

Date:

04/02/2011

Total Attachments: 5

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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, TAGWORKS, L.L.C., an Arizona limited liability company (the “Assignor”), having its chief executive office at 1155 W. Rio Salado Parkway, Suite 201, Tempe, Arizona 85281, 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”):

(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

(ii) 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.

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.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of
the 31 day of March 2011.

TAGWORKS, L.L.C., as Assignor

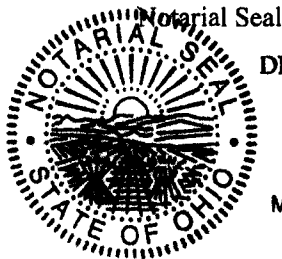
By: The Hillman Group, Inc., its sole member

By: Max W. Hillman
Name: Max W. Hillman
Title: CEO

STATE OF Ohio
County of Hamilton

The foregoing instrument was acknowledged before me this 31st day of
March 2011 by Max W. Hillman as CEO of The
Hillman Group, Inc., the sole member of TAGWORKS, L.L.C., an Arizona limited liability
company, on behalf of TAGWORKS, L.L.C.

My commission expires:



DEBORAH S. SCHULTZ
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Butler County
My Comm. Exp. 1/18/15

Deborah S. Schultz
Notary Public

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 004514 FRAME: 0161

BARCLAYS BANK PLC.
as Collateral Agent

By:

Name:

Title:

Noam Azachi

Assistant Vice President

[Signature Page to Trademark Assignment]

TRADEMARK

REEL: 004514 FRAME: 0162

SCHEDULE A

TRADEMARKS

<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Mark</u>
3,458,968	U.S.	7/1/2008	TagWorks
3,458,978	U.S.	7/1/2008	Symbol (TAG)

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