

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																	
NATURE OF CONVEYANCE:	SECURITY INTEREST																																	
CONVEYING PARTY DATA																																		
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CORRESPONDENCE DATA																																		
Fax Number:	(212)751-4864																																	
Phone:	212-906-1200																																	
Email:	angela.amaru@lw.com																																	

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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
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DOMESTIC REPRESENTATIVE

Name: Barclays Bank PLC
Address Line 1: 745 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER:	Angela M. Amaru
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Signature:	/s/ Angela M. Amaru
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Date:	12/15/2011
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Total Attachments: 5
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**Grant 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, OH 45231, 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").

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 14th
day of December, 2011.

THE HILLMAN GROUP, INC., as Assignor

By: [Signature]

Name:

Title:

STATE OF Ohio

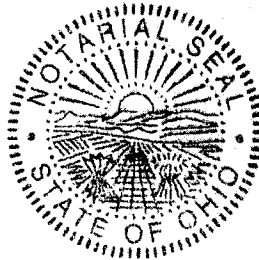
County of Hamilton

The foregoing instrument was acknowledged before me this 14th day of December
2011 by Anthony Vaccarello CEO of THE HILLMAN GROUP,
INC., a Delaware corporation, on behalf of THE HILLMAN GROUP, INC.

My commission expires:

Notarial Seal

Sandra R. Harrod
Notary Public



SANDRA R. HARROD
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Hamilton County
My Comm. Exp. 12/12/14

[Signature Page to Trademark Grant]

BARCLAYS BANK PLC,
as Collateral Agent

By: 

Name:

Title:

Craig Malloy
Director

[Signature Page to Trademark Grant]

SCHEDULE A

TRADEMARKS

<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Mark</u>
2730157	U.S.	7/2/01	SHIELD
3650227	U.S.	11/20/08	ReadyNail
1734359	U.S.	1/23/92	OOK
3948485	U.S.	7/9/09	HEAVYHOLD
3783103	U.S.	2/24/09	WILL NOT DAMAGE YOUR WALLS
3645324	U.S.	10/8/08	<i>Shield Shape</i>
3859617	U.S.	1/25/10	Ook Pro Shape (single hole)
3859618	U.S.	1/25/10	Ook Pro Shape (2-hole "50#")
3859619	U.S.	1/25/10	Ook Pro Shape (3- hole)
TMA636,611	Canada	1/2/02	Shield
002521011	European Community	1/2/02	Shield

TRADEMARK APPLICATIONS

<u>Registration No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Mark</u>
85297639	U.S.	4/18/11	TIDY TINS