

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306843

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
George L. Hagen		03/16/2011	INDIVIDUAL: UNITED STATES
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:	85065918	KEY EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	9374436635		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	513-352-6719		
Email:	trademarks@thompsonhine.com		
Correspondent Name:	Michael J. Nieberding		
Address Line 1:	10050 Innovation Drive, Suite 400		
Address Line 4:	Dayton, OHIO 45342-4934		
ATTORNEY DOCKET NUMBER:	091226-016US11 (BILL 021)		
NAME OF SUBMITTER:	Michael J. Nieberding		
SIGNATURE:	/michael j nieberding/		
DATE SIGNED:	06/06/2014		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into as of March 16, 2011 (this "Assignment"), by George L. Hagen (DBA KeyWorks) ("Assignor"), in favor of The Hillman Group, Inc., a Delaware corporation ("Assignee"). Capitalized terms used but not defined herein have the meanings assigned to them in the Assignment Agreement dated as of the date hereof (the "Assignment Agreement") between Assignor and Assignee.

Pursuant to the Assignment Agreement, Assignor has agreed to sell, convey, assign and transfer to Assignee all of his right, title and interest in and to certain intellectual property, including, without limitation, (a) the trademark applications listed on Schedule 1 attached hereto (the "Trademarks") (b) other assets which constitute that portion of Assignor's ongoing and existing business which relate to the Trademarks.

The parties wish to execute this Assignment for purposes of transferring the Trademarks pursuant to the Assignment Agreement and filing this Assignment with the United States Patent and Trademark Office and all applicable foreign intellectual property offices, as may be necessary to effectuate the assignment and transfer of the Trademarks to Assignee.


In consideration of the premises and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby conveys, assigns, transfers, and delivers to Assignee all of its right, title and interest in and to (a) each of the Trademarks, (b) the goodwill of the business symbolized by and associated with the Trademarks, (c) all applications and registrations thereof throughout the world and (d) all rights to proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present, or future infringement of the Trademarks.
2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of the Trademarks.
3. As further set forth in the Assignment Agreement, Assignor shall, at Assignee's reasonable request, take such further action and execute such additional agreements and instruments as may be necessary to effect the assignment contemplated hereby and to perfect Assignee's title in and to the Trademarks. In addition, Assignor shall provide Assignee and its successors, assigns and legal representatives reasonable cooperation and assistance, at Assignee's request and sole cost and expense, in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the date hereof.

GEORGE L. HAGEN (DBA KEYWORKS)

By: 
Name: George L. Hagen

THE HILLMAN GROUP, INC.

By: _____
Name:
Title:

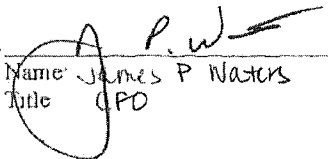
[Signature page 10 Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the date hereof.

GEORGE L. HAGEN (DBA KEYWORKS)

By: _____
Name: George L. Hagen

THE HILLMAN GROUP, INC.

By:  _____
Name: James P Natus
Title: CEO

[Signature page to Trademark Assignment]

SCHEDULE 1

Trademarks

Mark	App. No.	Filed
KEYWORKS	77/968,934	3/25/2010
KEYGEN	77/968,974	3/25/2010
KEYVO	77/968,978	3/25/2010
NUEKEY	77/968,984	3/25/2010
Key Express	85/065,918	6/17/2010

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