

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309491

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Barclays Bank PLC		06/30/2014	Public Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Hillman Group, Inc.		
<b>Street Address:</b>	10590 Hamilton Avenue		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45231		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2730157	SHIELD	
<b>Registration Number:</b>	3650227	READYNAIL	
<b>Registration Number:</b>	1734359	OOK	
<b>Registration Number:</b>	3948485	HEAVYHOLD	
<b>Registration Number:</b>	3783103	WILL NOT DAMAGE YOUR WALLS	
<b>Registration Number:</b>	3645324		
<b>Registration Number:</b>	3859617		
<b>Registration Number:</b>	3859618		
<b>Registration Number:</b>	3859619		
<b>Serial Number:</b>	85297639	TIDY TINS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	marina.kelly@thomsonreuters.com		
<b>Correspondent Name:</b>	Elaine Carrera, Legal Assistant		
<b>Address Line 1:</b>	80 Pine Street		
<b>Address Line 2:</b>	c/o Cahill Gordon & Reindel LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10005		

OP \$265.00 2730157

<b>NAME OF SUBMITTER:</b>	Elaine Carrera, legal assistant
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/
<b>DATE SIGNED:</b>	07/02/2014
<b>Total Attachments: 5</b> source=25B Release of Security Interest in After-Acquired TMs (2)#page1.tif source=25B Release of Security Interest in After-Acquired TMs (2)#page2.tif source=25B Release of Security Interest in After-Acquired TMs (2)#page3.tif source=25B Release of Security Interest in After-Acquired TMs (2)#page4.tif source=25B Release of Security Interest in After-Acquired TMs (2)#page5.tif	

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Barclays Bank PLC

- Individual(s)                       Association  
 Partnership                         Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Public Limited Company \_\_\_\_\_

Citizenship (see guidelines) United Kingdom

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) June 30, 2014

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other Release of Security Interest

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: The Hillman Group, Inc.

Street Address: 10590 Hamilton Avenue

City: Cincinnati

State: OH

Country: USA    Zip: 45231

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship USA-DE  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)                      Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY    Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

10

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

July 1, 2014

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## **RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS**

This **RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS** (this "Release") is dated as of June 30, 2014 by BARCLAYS BANK PLC, as Collateral Agent for the Finance Parties (the "Collateral Agent"), in favor of THE HILLMAN GROUP, INC., a Delaware corporation (the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings provided or provided by reference in the Security Agreement (as defined below).

**WHEREAS**, the Grantor, the Collateral Agent and certain other parties, entered into the Security Agreement, dated as of May 28, 2010 (as amended, modified or supplemented from time to time, the "Security Agreement"), pursuant to which the Grantor executed and delivered to the Collateral Agent that certain Grant of Security Interest in United States Trademarks, dated as of December 14, 2011 (the "Trademark Security Agreement"), for recordation with the United States Patent and Trademark Office;

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 15, 2011 at Reel 4680, Frame 0308;

**WHEREAS**, pursuant to the terms and conditions of the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Collateral Agent for the benefit of the Finance Parties a security interest in, and pledged and assigned as collateral to the Collateral Agent for the benefit of the Finance Parties, all of the Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below); and

**WHEREAS**, the Collateral Agent desires to terminate and release the security interest in the Trademark Collateral.

**NOW, THEREFORE**, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

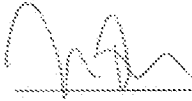
The term "Trademark Collateral," as used herein, shall mean (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, certification marks, collective marks, brand names and trade dress which are or have been used 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 Grantor any right, whether exclusive or non-exclusive, to use another Person's Trademarks, or pursuant to which the Grantor 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.

The Collateral Agent hereby terminates and releases the security interest in the Trademark Collateral, and retransfers and reassigns to the Grantor any right, title or interest of the Collateral Agent in, to or under the Trademark Collateral, without any recourse, representation or warranty whatsoever.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

**BARCLAYS BANK PLC, as Collateral Agent**

By: 

Name: **Noam Azachi**  
Title: **Vice President**

[Signature Page to Release of Security Interest in United States Trademarks]

NY6425412.1

**TRADEMARK**  
**REEL: 005314 FRAME: 0975**

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