

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309514

| | | | |
|-----------------------------------|------------------------------|-----------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Barclays Bank PLC | | 06/30/2014 | Public Limited Company: UNITED KINGDOM |
| 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: 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 | BOLTMASER | |
| 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 | |
| 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 | |
| TRADEMARK | | | |

OP \$1340.00 1754900

| Property Type | Number | Word Mark |
|----------------------|----------|----------------------|
| 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:

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.

Email:

marina.kelly@thomsonreuters.com

TRADEMARK

REEL: 005315 FRAME: 0083

Correspondent Name: Elaine Carrera, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER: Elaine Carrera, legal assistant

SIGNATURE: /Marina Kelly, Thomson Reuters/

DATE SIGNED: 07/02/2014

Total Attachments: 8

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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 Assignment of Security Interest in United States Trademarks, dated as of May 28, 2010 (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 June 4, 2010 at Reel 004218, Frame 0445;

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:

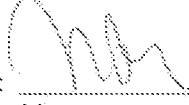
The term "Trademark Collateral," as used herein, shall mean (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, certification marks, collective marks, brand names and trade dress which are or have been used 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: _____
Title: **Noam Azachi**
Vice President





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





NY16425202.1

TRADEMARK
REEL: 005315 FRAME: 0087

Schedule A

TRADEMARKS

| <u>Mark</u> | <u>Issue Date</u> | <u>Status</u> | <u>Registration No.</u> |
|---|-------------------|---------------|-------------------------|
| 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 |
| BOLTMAS ^T ER 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 |
| COLOR-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 |

Sabre

| | | | |
|---|------------|------------|---------|
| SHARON and Design | 4/2/1991 | Registered | 1639505 |
| SH//RON | | | |
| SHEETWORKS | 7/17/2007 | Registered | 3264411 |
| SheetWorkS | | | |
| 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 | 2/4/2003 | Registered | 2683270 |



TRADEMARK APPLICATIONS

| <u>Mark</u> | <u>Application Date</u> | <u>Status</u> | <u>Serial No.</u> |
|--|-------------------------|---------------|-------------------|
| 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) |