

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM309636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Hillman Group, Inc.		06/30/2014	CORPORATION: DELAWARE
All Points Industries, Inc.		06/30/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as collateral agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	PLC: UNITED KINGDOM		
PROPERTY NUMBERS Total: 81			
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	BOLTMASTER	
Registration Number:	1526510	CK	
Registration Number:	1166110	COLOR-PLUS	
Registration Number:	2468273	DUAL-TORQ	
Registration Number:	4289898	FASTKEY	
Registration Number:	3897881	F I.D.O	
Registration Number:	3908830	F I.D.O	
Registration Number:	2923922	FANATIX	
Registration Number:	3127545	FIX IT KIT	
Registration Number:	3944327	GUTTERTITE	
Registration Number:	3587062	HANG RIGHT STUD FINDER PLUS	
Registration Number:	3609227	HARDWARE ESSENTIALS	
TRADEMARK			

OP \$2040.00 1754900

Property Type	Number	Word Mark
Registration Number:	3354288	HARDWARE NOW
Registration Number:	3948485	HEAVYHOLD
Registration Number:	1907047	HILLMAN
Registration Number:	3046058	HUNG BY DESIGN
Registration Number:	4085317	KEY EXPRESS
Registration Number:	2291086	KEYS MADE TO WORK
Registration Number:	2291088	KEYS MADE TO WORK
Registration Number:	4289897	LEAVE WITH A KEY THAT WORKS GUARANTEED
Registration Number:	3932193	LEDGERTITE
Registration Number:	4387831	LUMBERTITE
Registration Number:	2425611	MINIMETALCENTER
Registration Number:	2350101	MOLINE TOOL WORKS
Registration Number:	1734359	OOK
Registration Number:	3859617	
Registration Number:	3859618	
Registration Number:	3859619	
Registration Number:	2278994	PC+
Registration Number:	3947928	PHILSTONE
Registration Number:	3804679	POWER PICK MAGNET
Registration Number:	1624427	POWER PRO
Registration Number:	3947241	PRO CRAFTER
Registration Number:	4008924	PRO CRAFTER
Registration Number:	2397105	QUICK-SCRIBE
Registration Number:	3650227	READYNAIL
Registration Number:	2734483	RUBBERHEAD
Registration Number:	712471	SABRE
Registration Number:	4018693	SERVALITE
Registration Number:	1639505	SHARON
Registration Number:	3264411	SHEETWORKS
Registration Number:	2730157	SHIELD
Registration Number:	3645324	
Registration Number:	1634639	STEELWORKS
Registration Number:	3458978	
Registration Number:	3458968	TAGWORKS
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

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2387208	THE SLIDER
Registration Number:	1644704	THE SPECIALTY CENTER
Registration Number:	2033587	THE YELLOW BOX PEOPLE...
Registration Number:	4242414	TIDY TINS
Registration Number:	4152788	TIDY TINS
Registration Number:	2637064	TIMBERTITE
Registration Number:	4387825	TRUSSTITE
Registration Number:	1717101	VISUAL IMPACT
Registration Number:	3334284	WEATHER MAXX
Registration Number:	1623263	WEATHER-TUFF
Registration Number:	3783103	WILL NOT DAMAGE YOUR WALLS
Registration Number:	2683270	WORKSHOP SERIES
Registration Number:	3077145	YOUR COMPLETE SOURCE
Registration Number:	1604337	
Registration Number:	1572868	COLE
Registration Number:	1279617	COLE
Registration Number:	1133962	PHILSTONE
Registration Number:	1486689	CREDITCARD KEYS
Registration Number:	4018694	SERV-A-LITE
Registration Number:	3357177	HILLMAN DISTINCTIONS
Serial Number:	86302183	KEYEXPRESS
Serial Number:	86287294	WEATHER TUFF
Serial Number:	86287290	WEATHER TUFF

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

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, legal assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	07/03/2014

Total Attachments: 11

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**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):

1. The Hillman Group, Inc.
2. All Points Industries, Inc.

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: 1. DE; 2. FL
☐ Other

Citizenship (see guidelines) USA

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Barclays Bank PLC, as collateral agent

Street Address: 745 Seventh Avenue

City: New York

State: NY

Country: USA Zip: 10019

- ☐ Individual(s) Citizenship
☐ Association Citizenship
☐ Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other PLC Citizenship United Kingdom

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 I

B. Trademark Registration No.(s)

See Schedule I

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:

81

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:

11

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

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of June 30, 2014, (this “**Agreement**”), among The Hillman Group, Inc. (“**Hillman**”), All Points Industries, Inc. (“**All Points**”) and, together with Hillman, the “**Grantors**” and each, a “**Grantor**”) and Barclays Bank PLC (“**Barclays**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of June 30, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement dated as of June 30, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**Credit Agreement**”), by and among, HMAN Finance Sub Corp., a Delaware corporation, to be merged with and into Hillman (in its capacity as the survivor of such merger, the “**Borrower**”), HMAN Intermediate Finance Sub Corp., a Delaware corporation, to be merged with and into The Hillman Companies, Inc., a Delaware corporation, Hillman Investment Company, a Delaware corporation, the Lenders from time to time party thereto (the “**Lenders**”) and Barclays, in its capacities as an issuing bank, the swingline lender and as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the

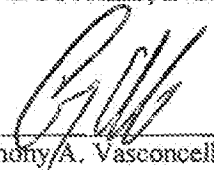
Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law.*** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

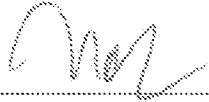
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE HILLMAN GROUP, INC.,
ALL POINTS INDUSTRIES, INC.,
as Grantors

By: 
Name: Anthony A. Vasconcellos
Title: Chief Financial Officer and Treasurer

BARCLAYS BANK PLC.
as Collateral Agent






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



[Trademark Security Agreement]

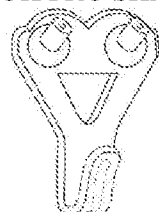




TRADEMARK
REEL: 005315 FRAME: 0978



SCHEDULE I


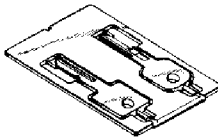

TRADEMARKS

OWNER	REGISTRATION NUMBER	TRADEMARK
The Hillman Group, Inc.	1754900	AXXESS PC
The Hillman Group, Inc.	1950599	AXXESS and Design 
The Hillman Group, Inc.	1845341	AXXESS KEY IDENTIFIER
The Hillman Group, Inc.	1754854	AXXESS+
The Hillman Group, Inc.	2291087	AXXESS+
The Hillman Group, Inc.	2295652	AXXESS+ and Design 
The Hillman Group, Inc.	2292512	AXXESS+ and Design 
The Hillman Group, Inc.	3587016	BOLTMASTER BoltMasteR
The Hillman Group, Inc.	1526510	CK and Design 
The Hillman Group, Inc.	1166110	COLOR-PLUS
The Hillman Group, Inc.	2468273	DUAL-TORQ
The Hillman Group, Inc.	4289898	FASTKEY
The Hillman Group, Inc.	3897881	F.I.D.O.
The Hillman Group, Inc.	3908830	F.I.D.O. and Design 
The Hillman Group, Inc.	2923922	FANATIX

OWNER	REGISTRATION NUMBER	TRADEMARK
The Hillman Group, Inc.	3127545	FIX-IT-KIT
The Hillman Group, Inc.	3944327	GUTTERTITE
The Hillman Group, Inc.	3587062	HANG RIGHT STUD FINDER PLUS
The Hillman Group, Inc.	3609227	HARDWARE ESSENTIALS
All Points Industries, Inc. DBA All Points Screw, Bolt & Specialty Co.	3354288	HARDWARE NOW
The Hillman Group, Inc.	3948485	HEAVYHOLD
The Hillman Group, Inc.	1907047	HILLMAN and Design 
The Hillman Group, Inc.	3046058	HUNG BY DESIGN
The Hillman Group, Inc.	4085317	KEY EXPRESS
The Hillman Group, Inc.	2291086	KEYS MADE TO WORK
The Hillman Group, Inc.	2291088	KEYS MADE TO WORK
The Hillman Group, Inc.	4289897	LEAVE WITH A KEY THAT WORKS GUARANTEED
The Hillman Group, Inc.	3932193	LEDGERTITE
The Hillman Group, Inc.	4387831	LUMBERTITE
The Hillman Group, Inc.	2425611	MINIMETALCENTER
The Hillman Group, Inc.	2350101	MOLINE TOOL WORKS
The Hillman Group, Inc.	1734359	OOK
The Hillman Group, Inc.	3859617	OOK PRO SHAPE (SINGLE HOLE) 

OWNER	REGISTRATION NUMBER	TRADEMARK
The Hillman Group, Inc.	3859618	OOK PRO SHAPE (2-HOLE) 
The Hillman Group, Inc.	3859619	OOK PRO SHAPE (3 HOLE) 
The Hillman Group, Inc.	2278994	PC+ & Design
The Hillman Group, Inc.	3947928	PHILSTONE
The Hillman Group, Inc.	3804679	POWER PICK MAGNET
The Hillman Group, Inc.	1624427	POWER PRO
The Hillman Group, Inc.	3947241	PRO CRAFTER
The Hillman Group, Inc.	4008924	PRO-CRAFTER & Design 
The Hillman Group, Inc.	2397105	QUICK-SCRIBE
The Hillman Group, Inc.	3650227	READYNAIL
The Hillman Group, Inc.	2734483	RUBBERHEAD
The Hillman Group, Inc.	0712471	SABRE (Stylized) 
The Hillman Group, Inc.	4018693	SERV-A-LITE
The Hillman Group, Inc.	1639505	SHARON and Design 

OWNER	REGISTRATION NUMBER	TRADEMARK
The Hillman Group, Inc.	3264411	SHEETWORKS SheetWorkS
The Hillman Group, Inc.	2730157	SHIELD
The Hillman Group, Inc.	3645324	SHIELD HANGER SHAPE
The Hillman Group, Inc.	1634639	STEELWORKS
The Hillman Group, Inc.	3458978	TAG (Symbol) 
The Hillman Group, Inc.	3458968	TAGWORKS
The Hillman Group, Inc.	2277567	TAG YOUR WORLD
The Hillman Group, Inc.	2391068	THE ANCHOR CENTER
The Hillman Group, Inc.	2387210	THE ANCHOR CENTER
The Hillman Group, Inc.	2387209	THE FASTENER CENTER
The Hillman Group, Inc.	2387211	THE KEY CENTER
The Hillman Group, Inc.	2387208	THE SLIDER
The Hillman Group, Inc.	1644704	THE SPECIALTY CENTER
The Hillman Group, Inc.	2033587	THE YELLOW BOX PEOPLE
The Hillman Group, Inc.	4242414	TIDY TINS
The Hillman Group, Inc.	4152788	TIDY TINS & Design 
The Hillman Group, Inc.	2637064	TIMBERTITE
The Hillman Group, Inc.	4387825	TRUSSTITE

OWNER	REGISTRATION NUMBER	TRADEMARK
The Hillman Group, Inc.	1717101	VISUAL IMPACT
The Hillman Group, Inc.	3334284	WEATHER MAXX
The Hillman Group, Inc.	1623263	WEATHER-TUFF
The Hillman Group, Inc.	3783103	WILL NOT DAMAGE YOUR WALLS
The Hillman Group, Inc.	2683270	WORKSHOP SERIES and Design 
The Hillman Group, Inc.	3077145	YOUR COMPLETE SOURCE
The Hillman Group, Inc.	1604337	<i>Design Only</i> 
The Hillman Group, Inc.	1572868	COLE
The Hillman Group, Inc.	1279617	COLE
The Hillman Group, Inc.	1133962	PHILSTONE 
The Hillman Group, Inc.	1486689	CREDITCARD KEYS
The Hillman Group, Inc.	4018694	SERV-A-LITE

OWNER	REGISTRATION NUMBER	TRADEMARK
The Hillman Group, Inc.	3357177	HILLMAN DISTINCTIONS

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
The Hillman Group, Inc.	86/302183	KEYEXPRESS
The Hillman Group, Inc.	86/287294	WEATHER TUFF
The Hillman Group, Inc.	86/287290	WEATHER TUFF