

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451072

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HARGIS INDUSTRIES, LP		11/08/2017	Limited Partnership:
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: 8			
Property Type	Number	Word Mark	
Registration Number:	3465012	DURASEAL	
Registration Number:	2660705	STEELBINDER	
Registration Number:	2136783	WOODBINDER	
Registration Number:	2070442	KWIKSEAL	
Registration Number:	2829592	ST	
Registration Number:	2752382	MAXX SELF DRILL	
Registration Number:	5130602	MICRO-BIT	
Registration Number:	5184755	ST	
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:	9374436635		
Email:	ipdocket@thompsonhine.com		
Correspondent Name:	MICHAEL J. NIEBERDING		
Address Line 1:	10050 Innovation Drive		
Address Line 4:	Dayton, OHIO 45342		
NAME OF SUBMITTER:	MICHAEL J. NIEBERDING		
SIGNATURE:	/MICHAEL J. NIEBERDING/		

OP \$215.00 3465012

DATE SIGNED:	11/15/2017
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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective as of November 8, 2017 (the "Effective Date") is made by and between:

Hargis Industries, LP, a Texas limited partnership, having its principal office at 6357 Reynolds Rd., Tyler, TX 75708 ("Assignor"), and

The Hillman Group, Inc., a Delaware corporation, having its principal offices at 10590 Hamilton Ave., Cincinnati, OH 45231 ("Assignee"), referred to herein collectively as the Parties.

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the Trademark Registration(s) and the unregistered trademarks identified and set forth on Schedule A as attached hereto and made a part hereof (the "Marks"), and the goodwill associated therewith; and

WHEREAS, pursuant to an Asset Purchase Agreement between Assignor and Assignee, among other parties, dated as of the Effective Date, Assignor has agreed to transfer to Assignee all right, title and interest in and to the Marks, together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, and all common-law rights, registrations and applications therefor, including any renewals and extensions of the registrations that are or may be secured in the United States and foreign countries, now or hereafter in effect, together with all claims for damages by reason of past, present, and future infringement of the rights assigned under this Trademark Assignment, with the right to sue for and collect the same, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made.

2. Assignor shall execute and deliver, without further compensation, at the request of the Assignee, all papers, instruments, and assignments, including but not limited to a localized Deed of Assignment and Power of Attorney, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Marks in the Assignee and/or to provide evidence to support any of the foregoing, including but not limited to an apostille, certificate of a diplomatic or consular officer, and/or other certification by an officer recognized by the United States and foreign countries, in the event such evidence is deemed necessary by the Assignee.

[Signatures on following page.]

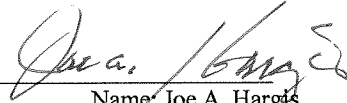
Trademark Assignment

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the date first set forth above.

Hargis Industries, LP, acting by and through its sole general partner,
Hargis Industries #1, LLC, a Texas limited liability company

Date: November 8, 2017

By: _____



Name: Joe A. Hargis
Title: Sole Member

The Hillman Group, Inc.

Date: _____, 2017

By: _____

Name:
Title:

Trademark Assignment

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the date first set forth above.

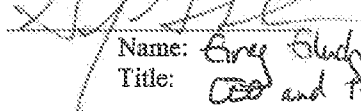
Hargis Industries, LP, acting by and through its sole general partner,
Hargis Industries #1, LLC, a Texas limited liability company

Date: _____, 2017

By: _____
Name: Joe A. Hargis
Title: Sole Member

The Hillman Group, Inc.

Date: November 8 _____, 2017

By: 
Name: Greg Richards
Title: CEO and President

Schedule A

REGISTERED TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
DURASEAL	U.S.A	76683644	3465012	July 15, 2008
STEELBINDER	U.S.A	76291165	2660705	December 10, 2002
WOODBINDER	U.S.A	75162064	2136783	February 17, 1998
KWIKSEAL	U.S.A.	74684611	2070442	June 10, 1997
ST (Stylized)	U.S.A.	76505792	2829592	April 6, 2004
MAXX SELF DRILL	U.S.A.	76435788	2752382	August 19, 2003
MICRO-BIT	U.S.A.	86722618	5130602	January 24, 2017
ST	U.S.A.	87013901	5184755	April 18, 2017

UNREGISTERED TRADEMARKS

INSULDRILL
MULTIVENT
ROOFJACK
ROOFJACKSQ
ROOFJACKRD
SNOWTRAX
POWDERFUL

4841-2174-5490.1