

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545712

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERM TRADEMARK SECURITY AGREEMENT SUPPLEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Big Time Décor, LLC		10/16/2019	Limited Liability Company: GEORGIA
Rooster Products International, Inc.		10/16/2019	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	88190293	TOOLS FOR YOUR HANDS
Serial Number:	88190337	TOOLS FOR YOUR HANDS
Serial Number:	88339681	TRAPJAW
Serial Number:	88190332	TOOLS FOR YOUR HANDS
Serial Number:	88190330	TOOLS FOR YOUR HANDS
Serial Number:	88190320	TOOLS FOR YOUR HANDS
Serial Number:	88190312	TOOLS FOR YOUR HANDS
Serial Number:	88190308	TOOLS FOR YOUR HANDS
Serial Number:	88190303	TOOLS FOR YOUR HANDS
Serial Number:	88514243	DIGZ
Serial Number:	88479959	PREMIUM DEFENSE
Serial Number:	88144497	MCGUIRE-NICHOLAS EST. 1932

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.

Phone: (212) 701-3365

TRADEMARK

Email: ECarrera@cahill.com
Correspondent Name: Elaine Carrera
Address Line 1: 80 Pine Street
Address Line 2: c/o Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER: 1142659 TM Big Decor

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 10/18/2019

Total Attachments: 6

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TERM TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TERM TRADEMARK SECURITY AGREEMENT SUPPLEMENT dated as of October 16, 2019 (this "Trademark Security Agreement Supplement"), by and among Big Time Décor, LLC, a Georgia limited liability company and Rooster Products International, Inc., a Texas corporation (each, a "Grantor") and Jefferies Finance LLC, as administrative agent and collateral agent (together with its successors and permitted assigns in such capacities, the "Administrative Agent") for the Secured Parties (as defined in the Term Credit Agreement).

Reference is made to that certain (i) Term Credit Agreement, dated as of May 31, 2018 (as amended by Amendment No. 1, dated as of October 1, 2018, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Term Credit Agreement"), by and among The Hillman Group, Inc., a Delaware corporation (the "Borrower"), The Hillman Companies, Inc., a Delaware corporation ("Holdings"), the Lenders from time to time party thereto and Barclays Bank PLC, in its capacities as administrative agent and collateral agent (together with its successors and permitted assigns in such capacities, the "Administrative Agent") and (ii) Resignation, Consent and Appointment Agreement (the "Agency Transfer Agreement"), dated as of October 1, 2018, by and among the Administrative Agent, as Existing Agent, Jefferies Finance LLC, as the successor administrative agent (the "Successor Agent"), Holdings and the Borrower.

Reference is also made to that certain Joinder No. 1, dated as of January 31, 2019, by and among the entities listed on Exhibit A hereto and acknowledged and agreed by the Administrative Agent, to that certain Term Pledge and Security Agreement, dated as of May 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Borrower, Holdings, the other Grantors (as defined therein) and the Administrative Agent for the Secured Parties.

Reference is also made to that certain Term Trademark Security Agreement, dated as of January 31, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Trademark Security Agreement") by and among the Grantors thereto and the Administrative Agent for the Secured Parties.

The Lenders (as defined in the Term Credit Agreement) have extended credit to the Borrower subject to the terms and conditions set forth in the Term Credit Agreement. Under the terms of the Security Agreement, each Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional Trademark Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows

SECTION 1. Terms. Capitalized terms used in this Trademark Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement, and if not defined therein, the meanings specified in the Term Credit 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 Administrative 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 "Additional Trademark Collateral"):

(a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including but not limited to the registrations and applications listed on Schedule I hereto); and the goodwill of the business connected with the use of and symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing, in each case, excluding any Excluded Assets.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional 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 Trademark Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

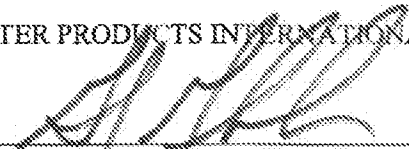
SECTION 4. *Governing Law.* This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. *Counterparts.* This Trademark Security Agreement Supplement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

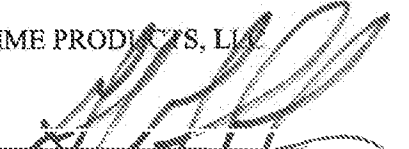
[Signature Pages Follow]

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

ROOSTER PRODUCTS INTERNATIONAL, INC.

By: 
Name: Gregory J. Gluchowski, Jr.
Title: Chief Executive Officer and President

BIG TIME PRODUCTS, LLC

By: 
Name: Gregory J. Gluchowski, Jr.
Title: Chief Executive Officer and President

JEFFERIES FINANCE LLC,
as Administrative Agent

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

Exhibit A

NB Parent Company Inc., a Delaware corporation
NB Products Inc., a Delaware corporation
Big Time Gloves, LLC, a Georgia limited liability company
Apollo Marketing, LLC, a Georgia limited liability company
Big Time Products, LLC, a Georgia limited liability company
BTPS, LLC, a Georgia limited liability company
Big Time Décor, LLC, a Georgia limited liability company
Rooster Products International, Inc., a Texas corporation
Rooster Services, LLC, a Texas limited liability company

SCHEDULE I

TRADEMARKS

None.

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	FILING DATE	TRADEMARK
Big Time Products, LLC	88190293 (Pending ITU)	11/12/2018	TOOLS FOR YOUR HANDS
Big Time Products, LLC	88190337 (Pending ITU)	11/12/2018	TOOLS FOR YOUR HANDS
Big Time Products, LLC	88339681 (Pending ITU)	03/14/2019	TRAPJAW
Big Time Products, LLC	88190332 (Pending ITU)	11/12/2018	TOOLS FOR YOUR HANDS
Big Time Products, LLC	88190330 (Pending ITU)	11/12/2018	TOOLS FOR YOUR HANDS
Big Time Products, LLC	88190320 (Pending ITU)	11/12/2018	TOOLS FOR YOUR HANDS
Big Time Products, LLC	88190312 (Pending ITU)	11/12/2018	TOOLS FOR YOUR HANDS
Big Time Products, LLC	88190308 (Pending ITU)	11/12/2018	TOOLS FOR YOUR HANDS
Big Time Products, LLC	88190303 (Pending ITU)	11/12/2018	TOOLS FOR YOUR HANDS
Big Time Products, LLC	88514243 (Pending ITU)	07/15/2019	DIGZ
Big Time Products, LLC	88479959 (Pending ITU)	6/19/2019	PREMIUM DEFENSE
Rooster Products International, Inc.	88144497 (Pending ITU)	10/05/2018	MCGUIRE-NICHOLAS EST. 1932