OP \$365.00 9064344

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM641688

SUBMISSION TYPE:	NEW ASSIGNMENT
SUBMISSION TYPE:	NEW ASSIGNMENT

NATURE OF CONVEYANCE: Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OZ Post International, LLC		04/16/2021	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	The Hillman Group, Inc.
Street Address:	10590 Hamilton Avenue
City:	Cincinnati
State/Country:	ОНЮ
Postal Code:	45231
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	90643444	OZ-POST
Serial Number:	90643446	OZ-POST INSTANT POST HOLES
Serial Number:	90643454	OZ-DECK
Serial Number:	90643455	OZ-DECK DECK FOUNDATION SYSTEM
Serial Number:	90643467	OWT
Serial Number:	90643471	OWT ORNAMENTAL WOOD TIES
Serial Number:	90643472	WAP-OZ
Serial Number:	90643473	WAP-OZ FENCE BRACKETS
Serial Number:	90643482	OZCO
Serial Number:	90643458	OZCO BUILDING PRODUCTS
Serial Number:	90643474	OWT-LITE
Serial Number:	90643476	OWT LITE ORNAMENTAL WOOD TIES
Serial Number:	90643479	ROCK SOLID BRACKETS
Serial Number:	90643481	ROCK SOLID BRACKETS

CORRESPONDENCE DATA

Fax Number: 9374436635

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.

TRADEMARK REEL: 007269 FRAME: 0471

900611810

Phone: 513-352-6719

Email: trademarks@thompsonhine.com

Correspondent Name: Michael J. Nieberding

Address Line 1: 10050 Innovation Drive, Suite 400

Address Line 2: Thompson Hine LLP

Address Line 4: Miamisburg, OHIO 45342-4934

ATTORNEY DOCKET NUMBER:	091226-016US/akc
NAME OF SUBMITTER:	Michael J. Nieberding
SIGNATURE:	/Michael J. Nieberding/
DATE SIGNED:	04/23/2021

Total Attachments: 27

source=091226-016US PO-T ASSIGN OzPost to The Hillman Group 2021-04-23#page1.tif source=091226-016US PO-T ASSIGN OzPost to The Hillman Group 2021-04-23#page2.tif source=091226-016US PO-T ASSIGN OzPost to The Hillman Group 2021-04-23#page3.tif source=091226-016US PO-T ASSIGN OzPost to The Hillman Group 2021-04-23#page4.tif source=091226-016US PO-T ASSIGN OzPost to The Hillman Group 2021-04-23#page5.tif source=091226-016US PO-T ASSIGN OzPost to The Hillman Group 2021-04-23#page6.tif source=091226-016US PO-T ASSIGN OzPost to The Hillman Group 2021-04-23#page7.tif source=091226-016US_PO-T_ASSIGN_OzPost_to_The_Hillman_Group_2021-04-23#page8.tif source=091226-016US PO-T ASSIGN OzPost to The Hillman Group 2021-04-23#page9.tif source=091226-016US PO-T ASSIGN_OzPost_to_The_Hillman_Group_2021-04-23#page10.tif source=091226-016US_PO-T_ASSIGN_OzPost_to_The_Hillman_Group_2021-04-23#page11.tif source=091226-016US_PO-T_ASSIGN_OzPost_to_The_Hillman_Group_2021-04-23#page12.tif source=091226-016US PO-T ASSIGN OzPost to The Hillman Group 2021-04-23#page13.tif source=091226-016US PO-T ASSIGN OzPost to The Hillman Group 2021-04-23#page14.tif source=091226-016US PO-T ASSIGN OzPost_to_The_Hillman_Group_2021-04-23#page15.tif source=091226-016US PO-T ASSIGN OzPost to The Hillman Group 2021-04-23#page16.tif source=091226-016US PO-T ASSIGN OzPost to The Hillman Group 2021-04-23#page17.tif source=091226-016US PO-T ASSIGN OzPost to The Hillman Group 2021-04-23#page18.tif source=091226-016US_PO-T_ASSIGN_OzPost_to_The_Hillman_Group_2021-04-23#page19.tif source=091226-016US PO-T ASSIGN OzPost to The Hillman Group 2021-04-23#page20.tif source=091226-016US PO-T ASSIGN OzPost to The Hillman Group 2021-04-23#page21.tif source=091226-016US PO-T ASSIGN OzPost to The Hillman Group 2021-04-23#page22.tif source=091226-016US PO-T ASSIGN OzPost to The Hillman Group 2021-04-23#page23.tif source=091226-016US PO-T ASSIGN OzPost to The Hillman Group 2021-04-23#page24.tif source=091226-016US PO-T ASSIGN OzPost to The Hillman Group 2021-04-23#page25.tif source=091226-016US_PO-T_ASSIGN_OzPost_to_The_Hillman_Group_2021-04-23#page26.tif source=091226-016US PO-T ASSIGN OzPost to The Hillman Group 2021-04-23#page27.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "<u>Agreement</u>"), dated and effective as of April 16, 2021 (the "<u>Effective Date</u>"), is entered into by and between The Hillman Group, Inc., a Delaware corporation ("<u>Assignee</u>"), and OZ Post International, LLC, a Texas limited liability company ("<u>Assignor</u>").

RECITALS

WHEREAS, subject to the terms and conditions of that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among the Assignor, Assignee, Fortress Iron, LP, a Texas limited partnership, Ian and Rae Hill, and Blake Bassett, Assignee shall purchase, acquire, and accept from Assignor all right, title, and interest of Assignor, in, to and under the Purchased Assets, which include the Intellectual Property Assets, including, without limitation, the Intellectual Property identified on Exhibit A hereto (all of the foregoing collectively, the "Purchased IP"); and

WHEREAS, this Agreement is being delivered in connection with the Closing on the Effective Date.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as set forth below.

AGREEMENT

- 1. <u>Purchase Agreement; Capitalized Terms</u>. This Agreement is executed in connection with the Purchase Agreement. All capitalized terms used, but not defined, herein shall have the respective meanings given to them in the Purchase Agreement.
- Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby purchases, acquires, and accepts from Assignor, free and clear of all Encumbrances, all right, title and interest, including all copyright rights and all other Intellectual Property rights, in, to and under the Purchased IP. For clarity, the foregoing assignment of the Purchased IP includes: (a) all goodwill associated with the Purchased IP, as applicable; (b) all rights to file for and maintain registrations, as applicable, for the Purchased IP; and (c) all legal actions and rights and remedies at law or in equity for past, current and future infringement, misappropriation and any other violations of the Purchased IP, and the right to sue for, collect, recover and receive all damages, profits, costs, fees, proceeds and other remedies associated therewith, the same to be held and enjoyed by the Assignee, and its successors and assigns. This Agreement shall be deemed effective for all purposes at the Closing on the Closing Date.
- 3. <u>Excluded Assets Not Assigned.</u> Notwithstanding anything herein or in the Purchase Agreement to the contrary, the Excluded Assets are specifically excluded from the Purchased IP and shall be retained by Assignor at and following the Closing.
- 4. <u>Excluded Liabilities Not Assumed.</u> Assignee assumes no Excluded Liabilities hereunder, and the parties hereto agree that all such Excluded Liabilities shall be retained by Assignor at and following the Closing.

- 5. <u>No Conflict</u>. The assignment and assumption of the Purchased IP made hereunder are made in accordance with and subject to the Purchase Agreement (including, without limitation, the representations, warranties, covenants, and agreements contained therein), which is incorporated herein by reference. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede, and prevail, solely with respect to and to the extent of any such conflicting terms. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants, and obligations of the parties hereto contained in the Purchase Agreement or any Transaction Document or the survival thereof.
- 6. <u>No Third-Party Beneficiaries</u>. The terms and provisions of this Agreement are intended solely for the benefit of the parties hereto and their respective successors and permitted assigns, and it is not the intention of the parties hereto to confer third-party beneficiary rights, and this Agreement does not confer any such rights, upon any other Person.
- 7. Further Assurances; Recordation. Assignor, for no additional consideration, for itself and its successors and assigns, will execute and deliver to Assignee such reasonable instruments of sale, transfer, conveyance, and such consents, assurances, powers of attorney and other instruments and will take such other action as may be reasonably requested and prepared by Assignee, at Assignee's sole cost and expense, in order to vest in Assignee all right, title and interest of Assignor in and to the Purchased IP and otherwise to carry out the purpose and intent of this Agreement. Without limiting the generality of the foregoing, to the extent applicable, Assignor authorizes and requests the Secretary of the State of Delaware, Registrar of the United States Copyright Office, the Commissioner of Patents and Trademarks of the United States of America, and the empowered officials of all other governments to issue or transfer all Purchased IP to Assignee, as assignee of the entire right, title, and interest therein or otherwise as the Assignee may direct. Assignor, for no additional consideration, shall take all reasonable steps as may be necessary or reasonably requested by Assignee to effect the assignment and transfer of any Domain Name(s) included in the Purchased IP in accordance with the domain name transfer procedures of the applicable domain name registrar and registry, including (a) executing any requested domain name registrar transfer agreements or documents, assignments, lawful oaths, and other papers which Assignee may deem necessary or desirable and that Assignee prepares, delivers, registers, as applicable, at Assignee's sole cost and expense, (b) arranging for each Domain Name to be "unlocked" in preparation for transfer to Assignee, and (c) providing Assignee with the EPP domain authorization codes and any other authorization codes that Assignee may need to initiate the transfer of each Domain Name to Assignee.
- 8. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.
- 9. <u>Governing Law</u>. Sections 9.11 and 9.12 of the Purchase Agreement shall apply hereto *mutatis mutandis* and are incorporated herein by reference.
- 10. <u>Notices</u>. Any notice, request, or other document to be given hereunder to any party shall be given in the manner specified in Section 9.03 of the Purchase Agreement.
- 11. <u>Amendments; Waivers</u>. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, Assignor and Assignee. Any waiver of rights hereunder must be set forth in writing. A waiver of any breach or failure to enforce any of

the terms or conditions of this Agreement shall not in any way affect, limit or waive any party's rights at any time to enforce strict compliance thereafter with every term or condition of this Agreement.

- 12. <u>Entire Agreement</u>. This Agreement, together with the Purchase Agreement, the Transaction Documents, and the other exhibits and documents referred to in the Purchase Agreement and the Transaction Documents, contains the entire understanding and agreement of the parties hereto with regard to the subject matter contained herein, and supersedes all prior agreements between or among the parties hereto regarding the same subject matter. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the parties hereto.
- 13. Execution in Counterparts. This Agreement may be executed in two (2) or more counterparts, by original, facsimile or "portable document format" (".pdf") signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures to this Agreement transmitted by facsimile, by email, or by any other electronic means intended to preserve the original graphic and pictorial appearance of this Agreement shall have the same effect as physical delivery of the paper document bearing the original signature.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first above written.

ASSIGNOR:

OZ POST INTERNATIONAL, LLC, a

Texas limited liability company

By: September Docusigned by: September Hill By:
ASSIGNEE:
THE HILLMAN GROUP, INC., a Delaware corporation
By:

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first above written.

ASSIGNOR:

OZ POST INTERNATIONAL, LLC, a Texas limited liability company

By:	
Name:	
Title:	

ASSIGNEE:

THE HILLMAN GROUP, INC., a

Delaware corporation

Ву:_____

Name: Douglas J. Cahill

Title: President and Chief Executive Officer

EXHIBIT A

Patents:

Owner	Country	Title	Status	Application	Application	Patent	Grant Date	Applicant
				No.	Date	No.		
Oz Post International, LLC	United States of America	THROUGH BOLTED CONNECTION HARDWARE	Granted	15/168649	5/31/2016	10151337	12/11/2018	Ian A. Hill
Oz Post International, LLC	United States of America	POST-TO-BEAM CONNECTOR ASSEMBLY	Granted	15/842104	12/14/2017	10227772	3/12/2019	Ian A. Hill
Oz Post International, LLC	United States of America	ADJUSTABLE TIE ASSEMBLY FOR STRUCTURAL MEMBERS	Granted	15/792229	10/24/2017	10309097	6/4/2019	Ian A. Hill
Oz Post International, LLC	United States of America	LATERALLY ADJUSTABLE POST BASE ASSEMBLY	Granted	15/792415	10/24/2017	10316538	6/11/2019	Ian A. Hill
Oz Post International, LLC	United States of America	RADIALLY EXPANDING POST EXTENDER	Granted	15/791944	10/24/2017	10428849	10/1/2019	Ian A. Hill
Oz Post International, LLC	United States of America	MOUNTING HARDWARE	Granted	15/933959	3/23/2018	10520007	12/31/2019	Ian A. HILL
Oz Post International, LLC	United States of America	LATERALLY ADJUSTABLE POST BASE ASSEMBLY	Granted	16/400346	5/1/2019	10597890	3/24/2020	Ian A. Hill
Oz Post International, LLC	United States of America	ADJUSTABLE TIE ASSEMBLY FOR STRUCTURAL MEMBERS	Granted	16/409181	5/10/2019	10648170	5/12/2020	Ian A. HILL
Oz Post International, LLC	United States of America	THROUGH BOLTED CONNECTION HARDWARE	Granted	16/196069	11/20/2018	10907680	2/2/2021	Ian A. Hill
Oz Post International, LLC	United States of America	TELESCOPING COUNTERTOP SUPPORT BRACKET ASSEMBLY	Granted	16/255703	1/23/2019	10932559	3/2/2021	Ian A. HILL
Oz Post International, LLC	United States of America	POST ANCHOR WITH POST HOLDING IMPRESSIONS	Granted	11/593438	11/6/2006	7730675	6/8/2010	Ian A. Hill
Oz Post International, LLC	United States of America	GROUND ANCHOR AND WEIGHT DISTRIBUTION PLATE FOR DECKING AND OTHER STRUCTURAL INSTALLATIONS	Granted	12/277751	11/25/2008	8082702	12/27/2011	Ian A. Hill
Oz Post International, LLC	United States of America	MULTI-PIECE HANGER FOR A POST-TO-BEAM CONNECTION	Granted	13/926351	6/25/2013	9010062	4/21/2015	Ian A. Hill

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Owner	Country	Title	Status	Application No.	Application Date	Patent No.	Grant Date	Applicant
Oz Post International, LLC	United States of America	STANDOFF CONNECTOR FOR USE, FOR EXAMPLE, AS A POST BASE	Granted	13/918265	6/14/2013	9027897	5/12/2015	Ian A. Hill
Oz Post International, LLC	United States of America	WOOD TO PIPE BRACKET AND A CONNECTION UTILIZING SUCH A BRACKET	Granted	13/585406	8/14/2012	9115506	8/25/2015	Ian A. Hill
Oz Post International, LLC	United States of America	MOUNTING HARDWARE	Granted	13/918227	6/14/2013	9133874	9/15/2015	Ian A. Hill
Oz Post International, LLC	United States of America	THROUGH BOLTED CONNECTION HARDWARE	Granted	14/304519	6/13/2014	9377047	6/28/2016	Ian A. Hill
Oz Post International, LLC	United States of America	MULTI-PIECE TRUSS PLATE FOR USE IN JOINING TWO STRUCTURAL MEMBERS	Granted	13/926370	6/25/2013	9540801	1/10/2017	Ian A. Hill
Oz Post International, LLC	United States of America	MOUNTING HARDWARE	Granted	14/820757	8/7/2015	9771966	9/26/2017	Ian A. Hill
Oz Post International, LLC	United States of America	MOUNTING HARDWARE	Granted	15/338104	10/28/2016	9957998	5/1/2018	Ian A. Hill
Oz Post International, LLC	United States of America	SIMULATED BOLTED HARDWARE	Granted	29/584197	11/11/2016	D798701	10/3/2017	Ian A. Hill
Oz Post International, LLC	United States of America	THREADED CONNECTOR	Granted	29/615849	8/31/2017	D870545	12/24/2019	Ian A. Hill
Oz Post International, LLC	United States of America	DECORATIVE STRUCTURAL CONNECTOR	Granted	29/703732	8/29/2019	D898559	10/13/2020	Ian A. HILL
Oz Post International, LLC	United States of America	POST ANCHOR WITH DRIVE PIN AND GROUND DISPLACEMENT WEDGE	Inactive	11/593396	11/6/2006			Ian A. Hill
	United States of America	WOOD TIE	Inactive					Ian A. Hill
Oz Post International, LLC	United States of America	PIPE FOR FENCING OR SIGNPOST USE	Inactive	60/856958	11/6/2006			Ian A. Hill
Oz Post International, LLC	United States of America	DEVICE FOR PULLING AN ANCHORED POST FROM THE GROUND	Inactive	60/875761	12/18/2006			Ian A. Hill
Oz Post International, LLC	United States of America	GROUND ANCHOR AND WEIGHT DISTRIBUTION PLATE FOR DECKING AND OTHER	Inactive	60/990522	11/27/2007			Ian A. Hill

Owner	Country	Title	Status	Application No.	Application Date	Patent No.	Grant Date	Applicant
		STRUCTURAL INSTALLATIONS						
Oz Post International, LLC	United States of America	RACKABLE WOOD PRIVACY FENCE PANEL	Inactive	61/150961	2/9/2009			Ian A. Hill
Oz Post International, LLC	United States of America	RACKABLE WOOD PRIVACY FENCE PANEL	Inactive	12/702733	2/9/2010			Ian A. Hill
Oz Post International, LLC	United States of America	WOOD TO PIPE BRACKET AND A CONNECTION UTILIZING SUCH A BRACKET	Inactive	61/524697	8/17/2011			Ian A. Hill
Oz Post International, LLC	United States of America	STANDOFF CONNECTOR FOR USE, FOR EXAMPLE, AS A POST BASE	Inactive	61/660871	6/18/2012			Ian A. Hill
Oz Post International, LLC	United States of America	L-SHAPED BRACKET WITH ALIGNMENT ASSISTING PEEP HOLE	Inactive	61/660400	6/15/2012			Ian A. Hill
Oz Post International, LLC	United States of America	MOUNTING HARDWARE	Inactive	61/660419	6/15/2012			Ian A. Hill
Oz Post International, LLC	United States of America	MULTI-PIECE HANGER FOR A POST-TO-BEAM CONNECTION	Inactive	61/663979	6/25/2012			Ian A. Hill
Oz Post International, LLC	United States of America	MULTI-PIECE TRUSS PLATE FOR USE IN JOINING TWO STRUCTURAL MEMBERS	Inactive	61/669180	7/9/2012			Ian A. Hill
Oz Post International, LLC	United States of America	THROUGH BOLTED CONNECTION HARDWARE	Inactive	61/835281	6/14/2013			Ian A. Hill
Oz Post International, LLC	United States of America	L-SHAPED BRACKET WITH ALIGNMENT ASSISTING PEEP HOLE	Inactive	13/918179	6/14/2013			Ian A. Hill
Oz Post International, LLC	United States of America	RADIALLY EXPANDING POST EXTENDER	Pending	16/400310	5/1/2019			Ian A. Hill
Oz Post International, LLC	United States of America	MOUNTING HARDWARE	Pending	16/722428	12/20/2019			Ian A. HILL
Oz Post International, LLC	United States of America	TELESCOPING COUNTERTOP SUPPORT BRACKET ASSEMBLY	Pending	17/248468	1/26/2021			Ian A. HILL
Oz Post International, LLC	Canada	POST ANCHOR WITH POST	Inactive	2609700	11/6/2007			Ian A. Hill

Owner	Country	Title	Status	Application No.	Application Date	Patent No.	Grant Date	Applicant
		HOLDING IMPRESSIONS						
Oz Post International, LLC	Canada	POST ANCHOR WITH DRIVE PIN AND GROUND DISPLACEMENT WEDGE	Inactive	2609896	11/6/2007			Ian A. Hill
Oz Post International, LLC	Canada	RACKABLE WOOD PRIVACY FENCE PANEL	Inactive	2692465	2/9/2009			Ian A. Hill

Trademarks:

1. OZ-POST – word mark



3. OZ-DECK – word mark



5. OWT – word mark



6.

7. WAP-OZ – word mark



8.

9. OZCO – word mark.



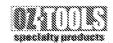
10.

11. OWT-LITE – word mark



12

13. OZ-TOOLS – word mark



14.

15. ROCK SOLID BRACKETS



17. OWT LOCK



18.

19. OZ-FENCE



20.

21. OZ-PULLER

Copyrights:

None.

Domain Names:

- 1. Decorativewoodconnectors.com
- 2. Decorativewoodties.com
- 3. Instantpostholes.com

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- 4. Fastpostholes.com
- 5. Ornamentalwoodties.com
- 6. OWTlock.com
- 7. OWTloc.com
- 8. OWTtimberbolts.com
- 9. Oz-hammer.com
- 10. Oz-post.com/.biz/.info/.net
- 11. Oz-puller.com
- 12. Ozco.co
- 13. Oz-post-supply.com
- 14. Ozcobp.com
- 15. Ozcobuildingproducts.com
- 16. Ozcopro.com
- 17. Ozcoproducts.com
- 18. Ozpuller.com
- 19. Post-puller.com
- 20. Postextractor.com
- 21. Postsupports.com
- 22. Rocksolidbrackets.com
- 23. Sign-post-holes.com
- 24. Signpostholes.com
- 25. Signpostsupports.com
- 26. Thrubolt.com
- 27. Wap-oz.com

Social Media Accounts:

- 1. Facebook: @OZCOBP
- 2. Twitter: @OZCObp
- 3. Instagram: @ozcobp
- 4. Pinterest: @ozcobp
- 5. YouTube: OZCO Building Products

Trade Names

- 1. OZCO Building Products
- 2. OZCO

ASSET PURCHASE AGREEMENT

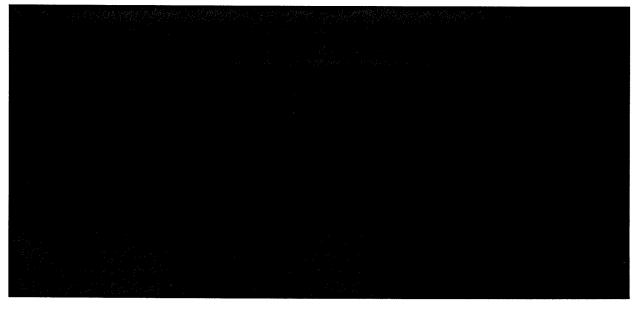
THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of April 16, 2021 (the "Closing Date"), is entered into by and among (i) OZ Post International, LLC, a Texas limited liability company ("Seller"),

and (iii) The Hillman Group, Inc., a Delaware corporation (the "Buyer").

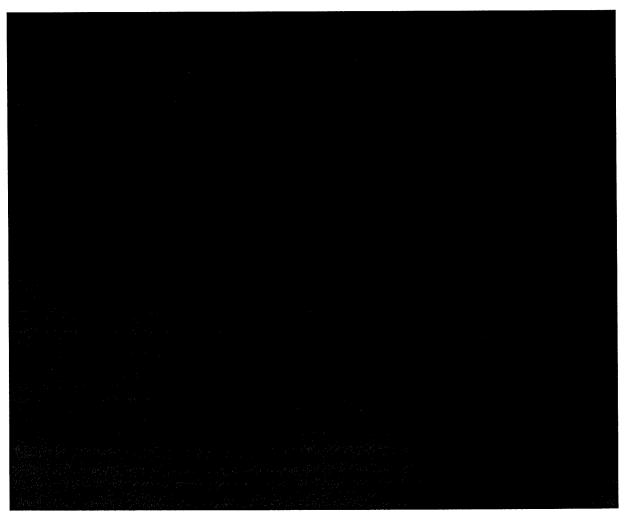
RECITALS

- A. WHEREAS, under the trade name "OZCO Building Products", Seller is engaged in the business of designing, sourcing and distributing (i) ornamental wood ties, including bases, post anchors and foundation systems, hardware, truss ties, truss accents, angles and base fans, post bands and accessories, column caps, post to beam connectors, joist and beam hangers, rafter seams and clips, and related accent pieces, timber bolts and screws, specialty fasteners and other connectors, accessories and specialty installation tools, (ii) gate hardware and accessories, (iii) fence brackets and accessories, and (iv) countertop support systems, including telescoping support arms, mounting brackets and mounting accessories (collectively, the "Business"); and
- B. WHEREAS, the Seller desires to sell, transfer, and assign to the Buyer, and the Buyer desires to acquire and assume from the Seller, all of the Purchased Assets and all of the Assumed Liabilities, in each case subject to the terms and conditions set forth in this Agreement.
- NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

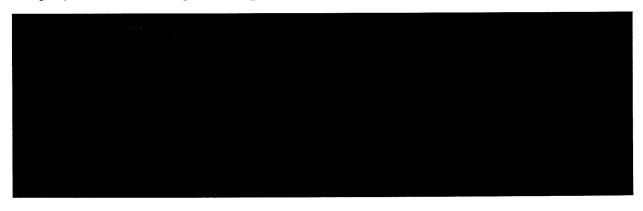


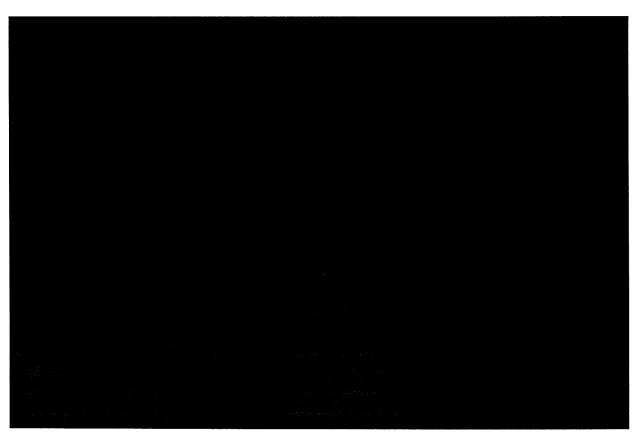
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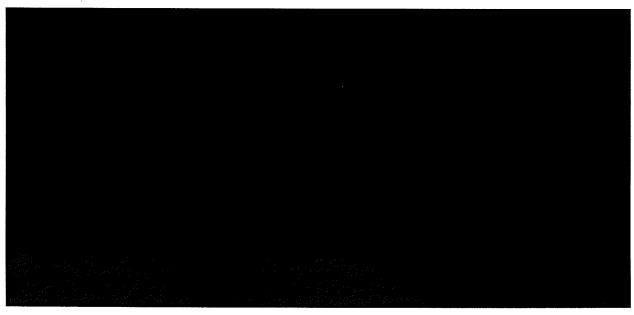
"Intellectual Property" means Copyrights, Domain Names, Patents, Software, Trademarks, and Trade Secrets.

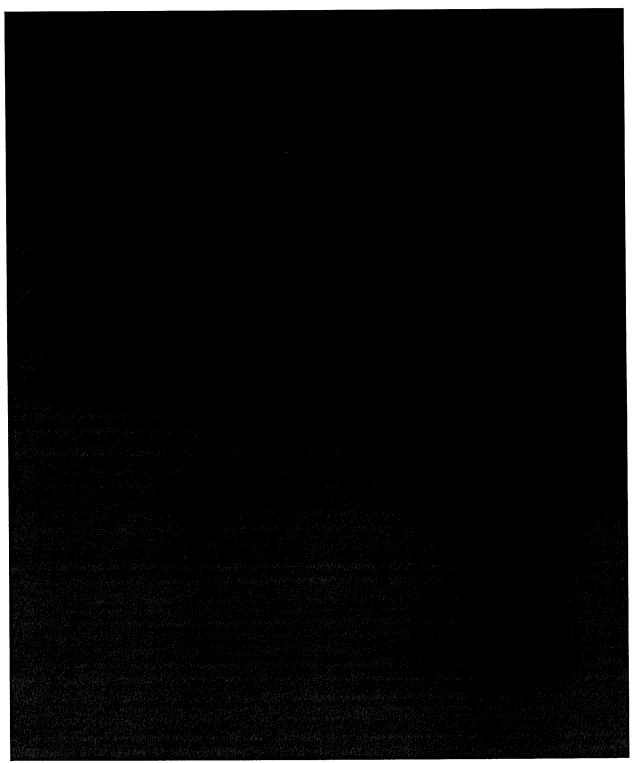
"Intellectual Property Assets" means all of the Intellectual Property of the Seller that relates to, is used in, is necessary for the conduct of, or is held for use in connection with the Business, including all of the rights of the Seller to Intellectual Property under the Intellectual Property Licenses and the goodwill represented by all such Intellectual Property.





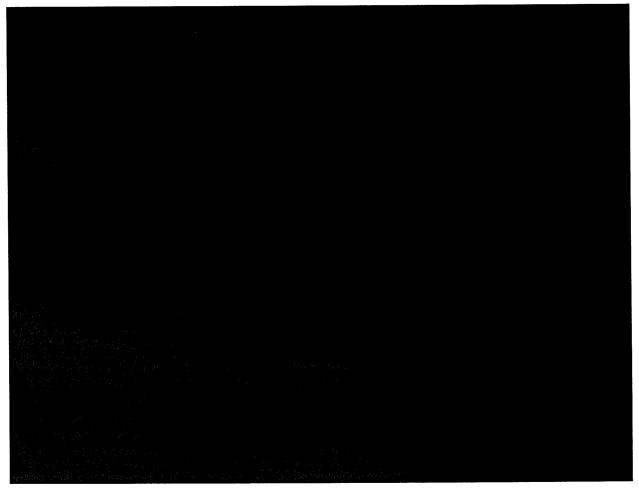
"Purchased Intellectual Property" means all Intellectual Property to the extent used, held for use, or related to the conduct of the Business by the Seller (in whole or in part), together with all income, royalties, damages, and payments due or payable to the Seller as of the Closing or thereafter and the rights to sue and collect damages for such infringements, misappropriations, or other violations, and any corresponding equivalent or counterpart rights, title, or interest that exist or may be secured hereafter anywhere in the world and all copies and tangible embodiments of the foregoing, including the Intellectual Property listed on Schedule 5.11(a).





"Trademarks" means trademarks, service marks, fictional business names, trade names, commercial names, certification marks, collective marks, Internet domain names, and uniform resource locators and alphanumeric designations associated therewith and other proprietary rights to any words, names, slogans, symbols, logos, devices, or combinations thereof used to identify, distinguish, and indicate the source or origin of goods or services; registrations,

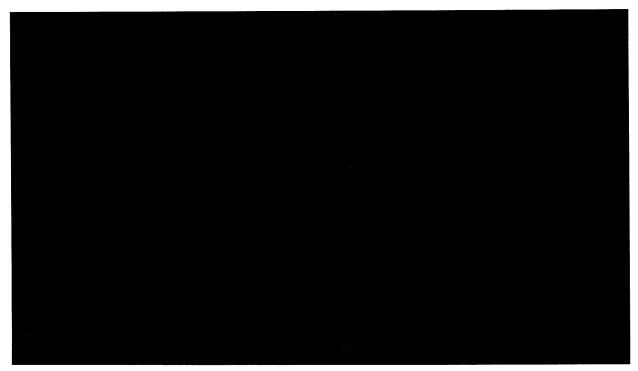
renewals, applications for registration, equivalents, and counterparts of the foregoing; and the goodwill of the business associated with each of the foregoing.



ARTICLE II PURCHASE AND SALE

2.01. Purchase and Sale of the Purchased Assets. Subject to the terms and conditions of this Agreement, at the Closing, the Seller will sell, assign, transfer, and deliver to the Buyer, and the Buyer will purchase and acquire from the Seller, all right, title, and interest of the Seller in and to all of the assets, properties, and rights of every kind and nature, whether real, personal, or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired, to the extent used, held for use, or related to the conduct of the Business by the Seller (such assets, properties, and rights, being referred to as the "Purchased Assets"), in each case free and clear of all Encumbrances, including the following:





(g) the Purchased Intellectual Property;



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IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Agreement, as of the Closing Date.

SELLER:

OZ POST INTERNATIONAL, LLC

Name: Ian Hill

Title: General Manager



[Signature Page - Asset Purchase Agreement]

BUYER:

THE HILLMAN GROUP, INC.

Name: Douglas J. Cahill

Title: President and Chief Executive Officer

Schedule 5.11 Intellectual Property

(a)

Patents:

Owner	Country	Title	Status	Application No.	Application Date	Patent No.	Grant Date	Applicant
Oz Post International, LLC	United States of America	THROUGH BOLTED CONNECTION HARDWARE	Granted	15/168649	5/31/2016	10151337	12/11/2018	Ian A. Hill
Oz Post International, LLC	United States of America	POST-TO-BEAM CONNECTOR ASSEMBLY	Granted	15/842104	12/14/2017	10227772	3/12/2019	Ian A. Hill
Oz Post International, LLC	United States of America	ADJUSTABLE TIE ASSEMBLY FOR STRUCTURAL MEMBERS	Granted	15/792229	10/24/2017	10309097	6/4/2019	Ian A. Hill
Oz Post International, LLC	United States of America	LATERALLY ADJUSTABLE POST BASE ASSEMBLY	Granted	15/792415	10/24/2017	10316538	6/11/2019	Ian A. Hill
Oz Post International, LLC	United States of America	RADIALLY EXPANDING POST EXTENDER	Granted	15/791944	10/24/2017	10428849	10/1/2019	Ian A. Hill
Oz Post International, LLC	United States of America	MOUNTING HARDWARE	Granted	15/933959	3/23/2018	10520007	12/31/2019	Ian A. HILL
Oz Post International, LLC	United States of America	LATERALLY ADJUSTABLE POST BASE ASSEMBLY	Granted	16/400346	5/1/2019	10597890	3/24/2020	Ian A. Hill
Oz Post International, LLC	United States of America	ADJUSTABLE TIE ASSEMBLY FOR STRUCTURAL MEMBERS	Granted	16/409181	5/10/2019	10648170	5/12/2020	Ian A. HILL
Oz Post International, LLC	United States of America	THROUGH BOLTED CONNECTION HARDWARE	Granted	16/196069	11/20/2018	10907680	2/2/2021	Ian A. Hill
Oz Post International, LLC	United States of America	TELESCOPING COUNTERTOP SUPPORT BRACKET ASSEMBLY	Granted	16/255703	1/23/2019	10932559	3/2/2021	Ian A. HILL
Oz Post International, LLC	United States of America	POST ANCHOR WITH POST HOLDING IMPRESSIONS	Granted	11/593438	11/6/2006	7730675	6/8/2010	Ian A. Hill
Oz Post International, LLC	United States of America	GROUND ANCHOR AND WEIGHT DISTRIBUTION PLATE FOR DECKING AND OTHER	Granted	12/277751	11/25/2008	8082702	12/27/2011	Ian A. Hill

Owner	Country	Title	Status	Application No.	Application Date	Patent No.	Grant Date	Applicant
		STRUCTURAL INSTALLATIONS	<u> </u>					
Oz Post International, LLC	United States of America	MULTI-PIECE HANGER FOR A POST-TO-BEAM CONNECTION	Granted	13/926351	6/25/2013	9010062	4/21/2015	Ian A. Hill
Oz Post International, LLC	United States of America	STANDOFF CONNECTOR FOR USE, FOR EXAMPLE, AS A POST BASE	Granted	13/918265	6/14/2013	9027897	5/12/2015	Ian A. Hill
Oz Post International, LLC	United States of America	WOOD TO PIPE BRACKET AND A CONNECTION UTILIZING SUCH A BRACKET	Granted	13/585406	8/14/2012	9115506	8/25/2015	Ian A. Hill
Oz Post International, LLC	United States of America	MOUNTING HARDWARE	Granted	13/918227	6/14/2013	9133874	9/15/2015	Ian A. Hill
Oz Post International, LLC	United States of America	THROUGH BOLTED CONNECTION HARDWARE	Granted	14/304519	6/13/2014	9377047	6/28/2016	Ian A. Hill
Oz Post International, LLC	United States of America	MULTI-PIECE TRUSS PLATE FOR USE IN JOINING TWO STRUCTURAL MEMBERS	Granted	13/926370	6/25/2013	9540801	1/10/2017	Ian A. Hill
Oz Post International, LLC	United States of America	MOUNTING HARDWARE	Granted	14/820757	8/7/2015	9771966	9/26/2017	Ian A. Hill
Oz Post International, LLC	United States of America	MOUNTING HARDWARE	Granted	15/338104	10/28/2016	9957998	5/1/2018	Ian A. Hill
Oz Post International, LLC	United States of America	SIMULATED BOLTED HARDWARE	Granted	29/584197	11/11/2016	D798701	10/3/2017	Ian A. Hill
Oz Post International, LLC	United States of America	THREADED CONNECTOR	Granted	29/615849	8/31/2017	D870545	12/24/2019	Ian A. Hill
Oz Post International, LLC	United States of America	DECORATIVE STRUCTURAL CONNECTOR	Granted	29/703732	8/29/2019	D898559	10/13/2020	Ian A. HILL
Oz Post International, LLC	United States of America	POST ANCHOR WITH DRIVE PIN AND GROUND DISPLACEMENT WEDGE	Inactive	11/593396	11/6/2006			Ian A. Hill
Oz Post International, LLC	United States of America	PIPE FOR FENCING OR SIGNPOST USE	Inactive	60/856958	11/6/2006			Ian A. Hill
Oz Post International, LLC	United States of America	DEVICE FOR PULLING AN ANCHORED POST	Inactive	60/875761	12/18/2006			Ian A. Hill

Owner	Country	Title	Status	Application No.	Application Date	Patent No.	Grant Date	Applicant
		FROM THE GROUND				(told by Control of the control		
Oz Post International, LLC	United States of America	GROUND ANCHOR AND WEIGHT DISTRIBUTION PLATE FOR DECKING AND OTHER STRUCTURAL INSTALLATIONS	Inactive	60/990522	11/27/2007			Ian A. Hill
Oz Post International, LLC	United States of America	RACKABLE WOOD PRIVACY FENCE PANEL	Inactive	61/150961	2/9/2009			Ian A. Hill
Oz Post International, LLC	United States of America	RACKABLE WOOD PRIVACY FENCE PANEL	Inactive	12/702733	2/9/2010			Ian A. Hill
Oz Post International, LLC	United States of America	WOOD TO PIPE BRACKET AND A CONNECTION UTILIZING SUCH A BRACKET	Inactive	61/524697	8/17/2011			Ian A. Hill
Oz Post International, LLC	United States of America	STANDOFF CONNECTOR FOR USE, FOR EXAMPLE, AS A POST BASE	Inactive	61/660871	6/18/2012			Ian A. Hill
Oz Post International, LLC	United States of America	L-SHAPED BRACKET WITH ALIGNMENT ASSISTING PEEP HOLE	Inactive	61/660400	6/15/2012			Ian A. Hill
Oz Post International, LLC	United States of America	MOUNTING HARDWARE	Inactive	61/660419	6/15/2012			Ian A. Hill
Oz Post International, LLC	United States of America	MULTI-PIECE HANGER FOR A POST-TO-BEAM CONNECTION	Inactive	61/663979	6/25/2012			Ian A. Hill
Oz Post International, LLC	United States of America	MULTI-PIECE TRUSS PLATE FOR USE IN JOINING TWO STRUCTURAL MEMBERS	Inactive	61/669180	7/9/2012			Ian A. Hill
Oz Post International, LLC	United States of America	THROUGH BOLTED CONNECTION HARDWARE	Inactive	61/835281	6/14/2013			Ian A. Hill
Oz Post International, LLC	United States of America	L-SHAPED BRACKET WITH ALIGNMENT ASSISTING PEEP HOLE	Inactive	13/918179	6/14/2013			Ian A. Hill
Oz Post International, LLC	United States of America	RADIALLY EXPANDING POST EXTENDER	Pending	16/400310	5/1/2019			Ian A. Hill

Owner	Country	Title	Status	Application No.	Application Date	Patent No.	Grant Date	Applicant
Oz Post International, LLC	United States of America	MOUNTING HARDWARE	Pending	16/722428	12/20/2019			Ian A. HILL
Oz Post International, LLC	United States of America	TELESCOPING COUNTERTOP SUPPORT BRACKET ASSEMBLY	Pending	17/248468	1/26/2021			Ian A. HILL
Oz Post International, LLC	Canada	POST ANCHOR WITH POST HOLDING IMPRESSIONS	Inactive	2609700	11/6/2007			Ian A. Hill
Oz Post International, LLC	Canada	POST ANCHOR WITH DRIVE PIN AND GROUND DISPLACEMENT WEDGE	Inactive	2609896	11/6/2007			Ian A. Hill
Oz Post International, LLC	Canada	RACKABLE WOOD PRIVACY FENCE PANEL	Inactive	2692465	2/9/2009			Ian A. Hill



Trade Names:

- 1. OZCO Building Products
- 2. OZCO

Common Law Trademarks:

1. OZ-POST – word mark (trademark application in process)



(trademark application in process)

- 3. OZ-DECK word mark (trademark application in process)
- 4. (trademark application in process)
- 5. OWT word mark (trademark application in process)



6. (trademark application in process)

7. WAP-OZ – word mark (trademark application in process)



8. (trademark application in process)

9. OZCO – word mark. (trademark application in process)



10. (trademark application in process)

11. OWT-LITE – word mark (trademark application in process)



12. (trademark application in process)

13. OZ-TOOLS – word mark



15. ROCK SOLID BRACKETS (trademark application in process)



17. OWT LOCK



18.

19. OZ-FENCE



20.

21. OZ-PULLER

Trademark Applications:

Mark	Country	Status	Application No.	Application Date	Class	Goods and Services
OZ-POST	USA	Pending	90/643444	Apr-13-2021	06	Metal materials for use in constructing buildings or structures, namely, an anchor for use with fences, decks, and signs
02-P05T instant post holes	USA	Pending Pending	90/643446	Apr-13-2021	06	Metal materials for use in constructing buildings or structures, namely, an anchor for use with fences, decks, and signs
OZ-DECK	USA	Pending	90/643454	Apr-13-2021	06	Metal materials for use in constructing structures, namely, a metal support plate for use to support wooden posts
02-10 = G deck foundation system	USA	Pending Pending	90/643455	Apr-13-2021	O6	Metal materials for use in constructing structures, namely, a metal support plate for use to support wooden posts

Mark	Country	Status	Application No.	Application Date	Class	Goods and Services
OWT	USA	Pending	90/643467	Apr-13-2021	06	Metal materials for use in constructing buildings or structures, namely, metal connectors for use to secure outdoor structures
OWT Ornamental Wood Ties	USA	Pending	90/643471	Apr-13-2021	06	Metal materials for use in constructing buildings or structures, namely, metal connectors for use to secure outdoor structures
WAP-OZ	USA	Pending	90/643472	Apr-13-2021	06	Metal materials for use in constructing buildings or structures, namely, a metal fence bracket.
MAP=07 fence brackets	USA	Pending	90/643473	Apr-13-2021		Metal materials for use in constructing buildings or structures, namely, a metal fence bracket.
OZCO	USA	Pending Pending	90/643482	Apr-13-2021	06 35 41	Metal materials for use in constructing buildings, structures, fences, and decks. Retail and online retail store services featuring building materials and accessories for building outdoor structures. Providing assessments, consulting, training, and howto videos in the field of building outdoor structures.

Mark	Country	Status	Application No.	Application Date	Class	Goods and Services
						Metal materials for use in constructing buildings, structures, fences, and decks.
OZCO BUILDING PRODUCTS	USA USA	Pending	90/643458	Apr-13-2021	06 35 41	Retail and online retail store services featuring building materials and accessories for building outdoor structures.
		monthological deptember of the property of the control of the cont				Providing assessments, consulting, training, and how- to videos in the field of building outdoor structures.
OWT LITE		Pending	90/643474	Apr-13-2021	06	Metal materials for use in constructing buildings or structures, namely, metal connectors for use to secure outdoor structures
OV Ornamental Wood Tries	USA	Pending	90/643476	Apr-13-2021	06	Metal materials for use in constructing buildings or structures, namely, metal connectors for use to secure outdoor structures
ROCK SOLID BRACKETS	USA	Pending	90/643479	Apr-13-2021	06	Metal materials for use in constructing buildings or structures, namely, metal supports
ROCK SOLID BRACKETS	USA	Pending	90/643481	Apr-13-2021	06	Metal materials for use in constructing buildings or structures, namely, metal supports



RECORDED: 04/23/2021