

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660217

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL Trademark Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Hillman Group, Inc.		07/14/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Administrative Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	6058139	DURASTEEL	
Registration Number:	5544415	RESHARP	
Registration Number:	6084582	INSTAFOB	
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	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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>			

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Phone: 2129061216
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 1271 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 038507-0986

NAME OF SUBMITTER: Angela M. Amaru

SIGNATURE: /s/ Angela M. Amaru

DATE SIGNED: 07/15/2021

Total Attachments: 6

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ABL TRADEMARK SECURITY AGREEMENT SUPPLEMENT

ABL TRADEMARK SECURITY AGREEMENT SUPPLEMENT dated as of July 14, 2021 (this “Trademark Security Agreement Supplement”), by and between The Hillman Group, Inc., a Delaware corporation (the “Grantor”) and Barclays Bank PLC, 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 ABL Credit Agreement).

Reference is made to that certain ABL Credit Agreement, dated as of May 31, 2018 (as amended by the First Amendment to Credit Agreement, dated as of November 15, 2019 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “ABL Credit Agreement”), by and among The Hillman Companies, Inc., a Delaware corporation (“Holdings”), The Hillman Group, Inc. a Delaware corporation (the “US Borrower”), The Hillman Group Canada ULC, a Canadian federal corporation (the “Canadian Borrower” and, together with the US Borrower, the “Borrowers”), the Lenders from time to time party thereto and the Administrative Agent.

Reference is also made to that certain US ABL 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 US Borrower, Holdings, the other Grantors (as defined therein) and the Administrative Agent for the Secured Parties.

Reference is also made to that certain ABL Trademark Security Agreement, dated as of May 31, 2018 (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 between the Grantor thereto and the Administrative Agent for the Secured Parties.

The Lenders (as defined in the ABL Credit Agreement) have extended credit to the Borrowers subject to the terms and conditions set forth in the ABL Credit Agreement. Under the terms of the Security Agreement, the 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 ABL 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, the 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 the 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. The 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.

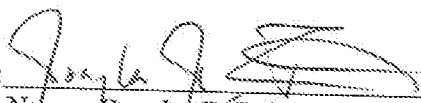
SECTION 4. Governing Law. This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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.

THE HILLMAN GROUP, INC.

By: 

Name: Douglas D. Roberts
Title: Vice President, Secretary, and General Counsel

BARCLAYS BANK PLC,
as Administrative Agent

By:  _____
Name: Joseph Jordan
Title: Managing Director

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
The Hillman Group, Inc.	6,058,139	5/19/2020	DURASTEEL
The Hillman Group, Inc.	5,544,415	8/21/2018	RESHARP
The Hillman Group, Inc.	6,084,582	6/23/2020	INSTAFOB & Color Design

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	FILING DATE	TRADEMARK
The Hillman Group, Inc.	90/643,444	4/13/2021	OZ-POST
The Hillman Group, Inc.	90/643,446	4/13/2021	OZ-POST INSTANT POST HOLES
The Hillman Group, Inc.	90/643,454	4/13/2021	OZ-DECK
The Hillman Group, Inc.	90/643,455	4/13/2021	OZ-DECK DECK FOUNDATION SYSTEM
The Hillman Group, Inc.	90/643,467	4/13/2021	OWT
The Hillman Group, Inc.	90/643,471	4/13/2021	OWT ORNAMENTAL WOOD TIES
The Hillman Group, Inc.	90/643,472	4/13/2021	WAP-OZ
The Hillman Group, Inc.	90/643,473	4/13/2021	WAP-OZ FENCE BRACKETS
The Hillman Group, Inc.	90/643,482	4/13/2021	OZCO
The Hillman Group, Inc.	90/643,458	4/13/2021	OZCO BUILDING PRODUCTS
The Hillman Group, Inc.	90/643474	4/13/2021	OWT-LITE

The Hillman Group, Inc.	90/643476	4/13/2021	OWT LITE ORNAMENTAL WOOD TIES
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