

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700768

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NB PARENT COMPANY LLC		12/21/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	THE HILLMAN GROUP, INC.		
Street Address:	10590 Hamilton Ave		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Serial Number:	88064622	ADVANCED WORK PRODUCTS	
Serial Number:	86478181	AP	
Serial Number:	78926044	AWP	
Serial Number:	87160215	AWP	
Serial Number:	87086868	AWP	
Serial Number:	87160251	AWP	
Serial Number:	87176639	AWP	
Serial Number:	87160316	AWP HP	
Serial Number:	87166137	AWP HP	
Serial Number:	77246334	BODYSHOX	
Serial Number:	86093768	BRACKEN CREEK	
Serial Number:	86325986	BRACKEN CREEK	
Serial Number:	86323184	COMFORT HINGE	
Serial Number:	86137384	FLIP LID	
Serial Number:	86416068	FLIP LID	
Serial Number:	77246485	FLOORWALKERS	
Serial Number:	87176020	HI-PERFORMANCE AWP HP	
Serial Number:	87176047	HI-PERFORMANCE AWP HP	
Serial Number:	86389661	HYBRID	

OP \$1040.00 88064622

Property Type	Number	Word Mark
Serial Number:	86663918	
Serial Number:	86977891	INDESTRUCTIBLE MASTERS SERIES
Serial Number:	75357444	MCGUIRE-NICHOLAS
Serial Number:	88144497	MCGUIRE-NICHOLAS EST. 1932
Serial Number:	86021137	MIRACLE GRIP
Serial Number:	86976300	MIRACLE GRIP
Serial Number:	77043616	MONSTER
Serial Number:	88850216	MONSTER
Serial Number:	85708497	NEVER SLIP TECHNOLOGY
Serial Number:	86139737	OIL PATCH GLOVE
Serial Number:	86139727	PIPEFITTERS PROFESSIONAL
Serial Number:	86411843	ROCKER
Serial Number:	86663847	
Serial Number:	74498639	ROOSTER
Serial Number:	86389582	SLIDER
Serial Number:	86663866	
Serial Number:	86693523	SPIDERWEB
Serial Number:	86389638	STABILIZER
Serial Number:	86663814	
Serial Number:	77246367	TOOLRIDER
Serial Number:	77338385	TRY-N-BUY
Serial Number:	77239635	TURTLES

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.

Phone: 5133526592

Email: ipdocket@thompsonhine.com

Correspondent Name: THOMPSON HINE LLP / 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/
DATE SIGNED:	01/10/2022

Total Attachments: 13
source=Active_113740628_4_Hillman Restructuring - IP Assignment Agreement (Step 2) [Executed]#page1.tif
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”), dated and effective as of December 21, 2021, is entered into by and between NB Parent Company LLC, a Delaware limited liability company (“Assignor”), and The Hillman Group, Inc., a Delaware corporation (“Assignee”).

RECITALS

WHEREAS, Assignor, Assignee and NB Products LLC, a Delaware limited liability company (“NB Products”), are affiliates and, pursuant to a company restructuring, Assignor is, on even date herewith, receiving certain assets, including intellectual property, from NB Products, and Assignor is transferring certain assets, including its Intellectual Property (as defined below), to Assignee; and

WHEREAS, in support of the restructuring, Assignor desires to transfer to Assignee all of Assignor’s right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for 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) Intellectual Property. “Intellectual Property” means all United States and non-United States intellectual property owned by Assignor, inclusive of all intellectual property received by Assignor from NB Products, including all (a) patents and inventions, (b) copyrights, including copyrights in software, mask works, industrial designs, moral rights, (c) trademarks, service marks, trade dress, logos, slogans, trade names, domain names, other indicia of origin, and the goodwill associated with each of the foregoing, (d) design rights, (e) database rights, (f) trade secrets, (g) the right to sue for passing off, (h) rights to use, and protect the confidentiality of, confidential information and other intellectual property rights in confidential and proprietary information (including any intellectual property rights in inventions, ideas, research and development information, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, research records, test information, financial, marketing and business data, customer and supplier lists, algorithms and information, pricing and cost information, business and marketing plans and proposals, and databases and compilations of data), and (i) all registrations, applications for registration, extensions, reissues and renewals of any of the foregoing, including the patents and patent applications listed in Exhibit A, the trademarks and trademark applications listed in Exhibit B and the copyright registrations listed in Exhibit C.
- 2) Assignment. Assignor hereby assigns, transfers, conveys and delivers to Assignee, and Assignee hereby acquires and accepts from Assignor, all right, title and interest, in, to and under the Intellectual Property. For clarity, the foregoing assignment of the Intellectual Property includes: (a) all goodwill associated with the Intellectual Property, as applicable; (b) all rights to file for and maintain registrations, as applicable, for the Intellectual Property; 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 Intellectual Property, 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.


- 3) Further Assurances; Recordation. Assignor, 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 Intellectual Property 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 Intellectual Property to Assignee, as assignee of the entire right, title, and interest therein or otherwise as the Assignee may direct.
- 4) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.
- 5) Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, and all claims and disputes arising hereunder or in connection herewith, whether purporting to sound in contract or tort, or at law or in equity, shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.
- 6) Entire Agreement. This Agreement 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.
- 7) 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.

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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:

NB PARENT COMPANY LLC

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

ASSIGNEE:

THE HILLMAN GROUP, INC.


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

EXHIBIT A**Patents**

<u>Title</u>	<u>Country</u>	<u>Serial #</u>	<u>Filed Date</u>	<u>Patent #</u>	<u>Issue Date</u>	<u>Status</u>
WALL-MOUNT VANITY BRACKET	US	14/660,603	3/17/2015	9,345,327	5/24/2016	ISSUED
ADJUSTABLE BACK SUPPORT BELT BRACE SYSTEM AND REMOVABLE, ADJUSTABLE SUSPENSION SYSTEM	US	10/734,454	12/12/2003	6,766,532	7/27/2004	ISSUED
WEIGHT DISTRIBUTING KNEEPAD	US	10/195,289	7/15/2002	6,637,034	10/28/2003	ISSUED
KNEEPAD	US	29/295,705	10/4/2007	D594,160	6/9/2009	ISSUED
ELBOW PAD	US	29/295,706	10/4/2007	D594,161	6/9/2009	ISSUED
TOOL POUCH WITH ROTATABLE COVER	US	14/312,600	6/23/2014	8,991,672	3/31/2015	ISSUED
TOOL POUCH WITH ROTATABLE COVER	US	29/494,263	6/18/2014	D743,695	11/24/2015	ISSUED
MULTIPLE TOOL DOCK	US	29/494,189	6/18/2014	D744,233	12/1/2015	ISSUED
TOOL POUCH ACCESSORY PAD	US	29/494,267	6/18/2014	D718,930	12/9/2014	ISSUED
REMOVABLE HANDLE FOR A TOOL POUCH	US	29/494,393	6/19/2014	D743,172	11/17/2015	ISSUED
TOOLBAG WITH SELECTIVELY-REMOVABLE TRAY AND CUSHION	US	14/308,637	6/18/2014	9,283,669	3/15/2016	ISSUED
FOLDING PHONE ORGANIZER	US	29/494,396	6/19/2014	D740,548	10/13/2015	ISSUED
CONTOURED KNEEPAD	US	29/494,255	6/18/2014	D733,365	6/30/2015	ISSUED
ELECTRICIAN'S POUCH WITH A	US	29/494,265	6/18/2014	D723,797	3/10/2015	ISSUED

Title	Country	Serial #	Filed Date	Patent #	Issue Date	Status
COVERED POCKET						
BAG HANDLE	US	29/494,262	6/18/2014	D861,346	10/1/2019	ISSUED
KNEEPAD	US	29/582,177	10/25/2016	D797,998	9/19/2017	ISSUED
KNEEPAD	CN	201730140329.2	4/24/2017	ZL201730140329.2		ISSUED

EXHIBIT B**Trademarks**

<u>MARK</u>	<u>CTRY</u>	<u>STATUS</u>	<u>APP #</u>	<u>FILE DATE</u>	<u>REG #</u>	<u>REG DATE</u>
ADVANCED WORK PRODUCTS	CA	PENDING	1920814	9/19/2018		
AWP	CA	REGISTERED	1798119	8/30/2016	TMA1085717	10/21/2020
AWP	CA	REGISTERED	1804498	10/13/2016	TMA1085718	10/21/2020
AWP (STYLIZED)	CA	REGISTERED	1804643	10/13/2016	TMA1085719	10/21/2020
AWP (STYLIZED)	CA	REGISTERED	1804651	10/13/2016	TMA1085720	10/21/2020
MCGUIRE-NICHOLAS	CA	REGISTERED	1798125	8/30/2016	TMA1085722	10/21/2020
MCGUIRE-NICHOLAS EST. 1932 & DESIGN	CA	REGISTERED	1895869	4/25/2018	TMA1085723	10/21/2020
NEVER SLIP TECHNOLOGY	CA	REGISTERED	1661803	1/30/2014	TMA977680	8/4/2017
AWP & DESIGN	CN	REGISTERED	5750341	11/27/2006	5750341	9/14/2009
AWP & DESIGN	CN	REGISTERED	5750340	11/27/2006	5750340	9/14/2009
AWP & DESIGN	CN	REGISTERED	5750339	11/27/2006	5750339	9/21/2009
AWP & DESIGN	CN	REGISTERED	5750358	11/27/2006	5750358	12/7/2009
AWP & DESIGN	CN	REGISTERED	5750357	11/27/2006	5750357	11/21/2009
AWP & DESIGN	CN	REGISTERED	5750356	11/27/2006	5750356	12/14/2009
AWP & DESIGN	CN	REGISTERED	5750355	11/27/2006	5750355	12/9/2009

<u>MARK</u>	<u>CTRY</u>	<u>STATUS</u>	<u>APP. #</u>	<u>FILE DATE</u>	<u>REG. #</u>	<u>REG. DATE</u>
AWP (STYLIZED)	CN	REGISTERED	34271554	10/25/2018	34271554	4/14/2020
AWP (STYLIZED)	CN	REGISTERED	34270900	10/25/2018	34270900	6/28/2019
AWP (STYLIZED)	CN	REGISTERED	34262387	10/25/2018	34262387	6/28/2019
AWP (STYLIZED)	CN	REGISTERED	34259983	10/25/2018	34259983	6/28/2019
AWP (STYLIZED)	CN	REGISTERED	34261928	10/25/2018	34261928	6/28/2019
AWP (STYLIZED)	CN	REGISTERED	34276757	10/25/2018	34276757	6/28/2019
AWP (STYLIZED)	CN	REGISTERED	34259498	10/25/2018	34259498	4/14/2020
MCGUIRE- NICHOLAS & DESIGN	CN	REGISTERED	5750354	11/27/2006	5750354	9/7/2009
MCGUIRE- NICHOLAS & DESIGN	CN	REGISTERED	5750353	11/27/2006	5750353	9/14/2009
MCGUIRE- NICHOLAS & DESIGN	CN	REGISTERED	5750352	11/27/2006	5750352	9/21/2009
MCGUIRE- NICHOLAS & DESIGN	CN	REGISTERED	5750351	11/27/2006	5750351	12/7/2009
MCGUIRE- NICHOLAS & DESIGN	CN	REGISTERED	5750350	11/27/2006	5750350	11/21/2009
MCGUIRE- NICHOLAS & DESIGN	CN	REGISTERED	5750349	11/27/2006	5750349	12/14/2009
MCGUIRE- NICHOLAS & DESIGN	CN	REGISTERED	5750318	11/27/2006	5750318	12/7/2009
MCGUIRE- NICHOLAS EST. 1932 & DESIGN	CN	REGISTERED	34276828	10/25/2018	34276828	6/28/2019

<u>MARK</u>	<u>CTRY</u>	<u>STATUS</u>	<u>APP. #</u>	<u>FILE DATE</u>	<u>REG. #</u>	<u>REG. DATE</u>
MCGUIRE-NICHOLAS EST. 1932 & DESIGN	CN	REGISTERED	34276837	10/25/2018	34276837	6/21/2019
MCGUIRE-NICHOLAS EST. 1932 & DESIGN	CN	REGISTERED	34262940	10/25/2018	34262940	6/28/2019
MCGUIRE-NICHOLAS EST. 1932 & DESIGN	CN	REGISTERED	34265705	10/25/2018	34265705	6/28/2019
MCGUIRE-NICHOLAS EST. 1932 & DESIGN	CN	REGISTERED	34278403	10/25/2018	34278403	6/28/2019
MCGUIRE-NICHOLAS EST. 1932 & DESIGN	CN	REGISTERED	34268193	10/25/2018	34268193	6/28/2019
MCGUIRE-NICHOLAS EST. 1932 & DESIGN	CN	REGISTERED	34265756	10/25/2018	34265756	6/28/2019
MCGUIRE-NICHOLAS EST. 1932 & DESIGN	CN	REGISTERED	34261958	10/25/2018	34261958	6/28/2019
ADVANCED WORK PRODUCTS	MX	REGISTERED	2102931	9/20/2018	1950341	11/22/2018
ADVANCED WORK PRODUCTS	MX	REGISTERED	2102940	9/20/2018	1950343	11/22/2018
ATALA	MX	REGISTERED	1464678	3/7/2014	1475054	8/29/2014
BIG TIME DECOR	MX	REGISTERED	1465762	3/11/2014	1461130	6/9/2014
NEVER SLIP TECHNOLOGY	MX	REGISTERED	1559566	12/15/2014	1543479	6/3/2015

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NEVER SLIP TECHNOLOGY	MX	REGISTERED	1559567	12/15/2014	1595720	12/4/2015
NEVER SLIP TECHNOLOGY	MX	REGISTERED	1559565	12/15/2014	1595719	12/4/2015
OIL PATCH GLOVE	MX	REGISTERED	1494691	6/10/2014	1501910	12/10/2014
OIL PATCH GLOVE	MX	REGISTERED	1494692	6/10/2014	1501911	12/10/2014
PIPEFITTERS PROFESSIONAL	MX	REGISTERED	1494694	6/10/2014	1574960	9/25/2015
PIPEFITTERS PROFESSIONAL	MX	REGISTERED	1494693	6/10/2014	1574959	9/25/2015
REALMONTE	MX	REGISTERED	1464679	3/7/2014	1465716	6/26/2014
ROOSTER PRODUCTS	MX	REGISTERED	173667	7/22/1993	477120	7/22/1993
ROOSTER PRODUCTS	MX	REGISTERED	170385	6/15/1993	478204	6/15/1993
ROOSTER PRODUCTS	MX	REGISTERED	174992	8/9/1993	450432	1/19/1994
SANDRIGO	MX	REGISTERED	1464677	3/7/2014	1460045	5/30/2014
UZZANO	MX	REGISTERED	1464681	3/7/2014	1465717	6/26/2014
ADVANCED WORK PRODUCTS	US	ALLOWED	88/064,622	8/3/2018		
AP LOGO	US	REGISTERED	86/478,181	12/11/2014	4,923,960	3/22/2016
AWP	US	REGISTERED	78/926,044	7/10/2006	3,239,686	5/8/2007
AWP	US	REGISTERED	87/160,215	9/2/2016	5,254,521	8/1/2017
AWP	US	REGISTERED	87/086,868	6/28/2016	6,033,994	4/14/2020

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AWP (STYLIZED)	US	REGISTERED	87/160,25 1	9/2/2016	5,254,522	8/1/2017
AWP (STYLIZED)	US	REGISTERED	87/176,63 9	9/20/2016	6,047,902	5/5/2020
AWP HP	US	REGISTERED	87/160,31 6	9/2/2016	5,254,523	8/1/2017
AWP HP (STYLIZED)	US	REGISTERED	87/166,13 7	9/9/2016	5,254,551	8/1/2017
BODYSHOX	US	REGISTERED	77/246,33 4	8/3/2007	3,487,434	8/19/2008
BRACKEN CREEK	US	REGISTERED	86/093,76 8	10/17/2013	4,595,843	9/2/2014
BRACKEN CREEK	US	REGISTERED	86/325,98 6	7/1/2014	4,983,889	6/21/2016
COMFORT HINGE	US	REGISTERED	86/323,18 4	6/27/2014	4,681,747	2/3/2015
FLIP LID	US	REGISTERED	86/137,38 4	12/6/2013	4,549,515	6/10/2014
FLIP LID	US	REGISTERED	86/416,06 8	10/6/2014	4,721,860	4/14/2015
FLOORWALK ERS	US	REGISTERED	77/246,48 5	8/3/2007	3,487,436	8/19/2008
HI- PERFORMAN CE AWP HP	US	REGISTERED	87/176,02 0	9/19/2016	5,254,574	8/1/2017
HI- PERFORMAN CE AWP HP (STYLIZED)	US	REGISTERED	87/176,04 7	9/19/2016	5,254,575	8/1/2017
HYBRID	US	REGISTERED	86/389,66 1	9/9/2014	4,749,900	6/2/2015
HYBRID ICON DESIGN	US	REGISTERED	86/663,91 8	6/16/2015	4,929,388	3/29/2016
INDESTRUCT IBLE MASTERS SERIES	US	REGISTERED	86/977,89 1	5/20/2015	4,883,268	1/5/2016

<u>MARK</u>	<u>CTRY</u>	<u>STATUS</u>	<u>APP. #</u>	<u>FILE DATE</u>	<u>REG. #</u>	<u>REG. DATE</u>
MCGUIRE-NICHOLAS	US	REGISTERED	75/357,44 4	9/15/1997	2,309,703	1/18/2000
MCGUIRE-NICHOLAS EST. 1932 & DESIGN	US	REGISTERED	88/144,49 7	10/5/2018	6,039,864	4/28/2020
MIRACLE GRIP	US	REGISTERED	86/021,13 7	7/26/2013	4,867,491	12/8/2015
MIRACLE GRIP	US	REGISTERED	86/976,30 0	7/26/2013	4,823,982	9/29/2015
MONSTER	US	REGISTERED	77/043,61 6	11/14/2006	3,713,684	11/24/2009
MONSTER	US	SUSPENDED	88/850,21 6	3/27/2020		
NEVER SLIP TECHNOLOGY	US	REGISTERED	85/708,49 7	8/21/2012	4,519,376	4/22/2014
OIL PATCH GLOVE	US	REGISTERED	86/139,73 7	12/10/2013	4,762,077	6/23/2015
PIPEFITTERS PROFESSIONAL	US	REGISTERED	86/139,72 7	12/10/2013	4,774,404	7/14/2015
ROCKER	US	REGISTERED	86/411,84 3	10/1/2014	4,919,692	3/15/2016
ROCKER ICON DESIGN	US	REGISTERED	86/663,84 7	6/16/2015	4,919,862	3/15/2016
ROOSTER	US	REGISTERED	74/498,63 9	3/4/1994	1,950,102	1/23/1996
SLIDER	US	REGISTERED	86/389,58 2	9/9/2014	4,962,349	5/24/2016
SLIDER ICON DESIGN	US	REGISTERED	86/663,86 6	6/16/2015	4,929,387	3/29/2016
SPIDERWEB	US	REGISTERED	86/693,52 3	7/15/2015	5,046,702	9/20/2016
STABILIZER	US	REGISTERED	86/389,63 8	9/9/2014	4,915,455	3/8/2016

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STABILIZER ICON DESIGN	US	REGISTERED	86/663,81 4	6/16/2015	4,929,386	3/29/2016
TOOLRIDER	US	REGISTERED	77/246,36 7	8/3/2007	3,401,585	3/25/2008
TRY-N-BUY	US	REGISTERED	77/338,38 5	11/27/2007	3,467,377	7/15/2008
TURTLES	US	REGISTERED	77/239,63 5	7/26/2007	3,421,896	5/6/2008

EXHIBIT C

Copyrights

<u>TITLE</u>	<u>REGISTRATION DATE / COUNTRY</u>	<u>REGISTRATION NO.</u>
PROLITE SUPPORT BELT	5/16/1994 (US)	1. TX0003744972
BEFORE & AFTER TOOLBELT; "MR. BUMBLES" PHOTOGRAPHS	6/22/1900 (US)	2. VA0000414438