

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM733907

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Term Trademark Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Hillman Group, Inc.		06/07/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Administrative Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Registration Number:	4923960	AP	
Registration Number:	3239686	AWP	
Registration Number:	5254521	AWP	
Registration Number:	6033994	AWP	
Registration Number:	5254522	AWP	
Registration Number:	6047902	AWP	
Registration Number:	5254523	AWP HP	
Registration Number:	5254551	AWP HP	
Registration Number:	3487434	BODYSHOX	
Registration Number:	4595843	BRACKEN CREEK	
Registration Number:	4983889	BRACKEN CREEK	
Registration Number:	4681747	COMFORT HINGE	
Registration Number:	4549515	FLIP LID	
Registration Number:	4721860	FLIP LID	
Registration Number:	3487436	FLOORWALKERS	
Registration Number:	5254574	HI-PERFORMANCE AWP HP	
Registration Number:	5254575	HI-PERFORMANCE AWP HP	
Registration Number:	4749900	HYBRID	
Registration Number:	4929388		

CH \$1040.00 4923960

Property Type	Number	Word Mark
Registration Number:	4883268	INDESTRUCTIBLE MASTERS SERIES
Registration Number:	2309703	MCGUIRE-NICHOLAS
Registration Number:	6039864	MCGUIRE-NICHOLAS EST. 1932
Registration Number:	4867491	MIRACLE GRIP
Registration Number:	4823982	MIRACLE GRIP
Registration Number:	3713684	MONSTER
Registration Number:	4519376	NEVER SLIP TECHNOLOGY
Registration Number:	4762077	OIL PATCH GLOVE
Registration Number:	4774404	PIPEFITTERS PROFESSIONAL
Registration Number:	4919692	ROCKER
Registration Number:	4919862	
Registration Number:	1950102	ROOSTER
Registration Number:	4962349	SLIDER
Registration Number:	4929387	
Registration Number:	5046702	SPIDERWEB
Registration Number:	4915455	STABILIZER
Registration Number:	4929386	
Registration Number:	3401585	TOOLRIDER
Registration Number:	3467377	TRY-N-BUY
Registration Number:	3421896	TURTLES
Serial Number:	88064622	ADVANCED WORK PRODUCTS
Serial Number:	88850216	MONSTER

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 12129061216

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:	06/10/2022

Total Attachments: 6

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TERM TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TERM TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into as of June 7, 2022 (this “Trademark Security Agreement Supplement”), by and between The Hillman Group, Inc., a Delaware corporation (the “Grantor”) and Jefferies Finance LLC, as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the Secured Parties (as defined in the Term Credit Agreement).

Reference is made to that certain Term Credit Agreement, dated as of July 14, 2021 (as 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 the Administrative Agent.

Reference is also made to that certain Term Pledge and Security Agreement dated as of July 14, 2021 (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) from time to time party thereto and the Administrative Agent.

Reference is also made to that certain Term Trademark Security Agreement, dated as of July 14, 2021 (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.

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, 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 herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Term Credit Agreement or the Security Agreement, as applicable.

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 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 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. Notwithstanding anything herein to the contrary, in no event shall the Additional Trademark Collateral include (i) any foreign IP Rights or any United States intent-to-use Trademark application prior to the filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration issuing therefrom under applicable law, or (ii) any other 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

JEFFERIES FINANCE LLC,
as Administrative Agent

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

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
The Hillman Group, Inc.	4,923,960	3/22/2016	AP LOGO
The Hillman Group, Inc.	3,239,686	5/8/2007	AWP
The Hillman Group, Inc.	5,254,521	8/1/2017	AWP
The Hillman Group, Inc.	6,033,994	4/14/2020	AWP
The Hillman Group, Inc.	5,254,522	8/1/2017	AWP (STYLIZED)
The Hillman Group, Inc.	6,047,902	5/5/2020	AWP (STYLIZED)
The Hillman Group, Inc.	5,254,523	8/1/2017	AWP HP
The Hillman Group, Inc.	5,254,551	8/1/2017	AWP HP (STYLIZED)
The Hillman Group, Inc.	3,487,434	8/19/2008	BODYSHOX
The Hillman Group, Inc.	4,595,843	9/2/2014	BRACKEN CREEK
The Hillman Group, Inc.	4,983,889	6/21/2016	BRACKEN CREEK
The Hillman Group, Inc.	4,681,747	2/3/2015	COMFORT HINGE
The Hillman Group, Inc.	4,549,515	6/10/2014	FLIP LID
The Hillman Group, Inc.	4,721,860	4/14/2015	FLIP LID
The Hillman Group, Inc.	3,487,436	8/19/2008	FLOORWALK ERS
The Hillman Group, Inc.	5,254,574	8/1/2017	HI-PERFORMANCE AWP HP
The Hillman Group, Inc.	5,254,575	8/1/2017	HI-PERFORMANCE AWP HP (STYLIZED)
The Hillman Group, Inc.	4,749,900	6/2/2015	HYBRID
The Hillman Group, Inc.	4,929,388	3/29/2016	HYBRID ICON DESIGN
The Hillman Group, Inc.	4,883,268	1/5/2016	INDESTRUCT IBLE MASTERS SERIES
The Hillman Group, Inc.	2,309,703	1/18/2000	MCGUIRE- NICHOLAS
The Hillman Group, Inc.	6,039,864	4/28/2020	MCGUIRE- NICHOLAS EST. 1932 & DESIGN
The Hillman Group, Inc.	4,867,491	12/8/2015	MIRACLE GRIP
The Hillman Group, Inc.	4,823,982	9/29/2015	MIRACLE GRIP
The Hillman Group, Inc.	3,713,684	11/24/2009	MONSTER
The Hillman Group, Inc.	4,519,376	4/22/2014	NEVER SLIP TECHNOLOG Y
The Hillman Group, Inc.	4,762,077	6/23/2015	OIL PATCH GLOVE
The Hillman Group, Inc.	4,774,404	7/14/2015	PIPEFITTERS PROFESSION AL
The Hillman Group, Inc.	4,919,692	3/15/2016	ROCKER
The Hillman Group, Inc.	4,919,862	3/15/2016	ROCKER ICON DESIGN
The Hillman Group, Inc.	1,950,102	1/23/1996	ROOSTER
The Hillman Group, Inc.	4,962,349	5/24/2016	SLIDER

The Hillman Group, Inc.	4,929,387	3/29/2016	SLIDER ICON DESIGN
The Hillman Group, Inc.	5,046,702	9/20/2016	SPIDERWEB
The Hillman Group, Inc.	4,915,455	3/8/2016	STABILIZER
The Hillman Group, Inc.	4,929,386	3/29/2016	STABILIZER ICON DESIGN
The Hillman Group, Inc.	3,401,585	3/25/2008	TOOLRIDER
The Hillman Group, Inc.	3,467,377	7/15/2008	TRY-N-BUY
The Hillman Group, Inc.	3,421,896	5/6/2008	TURTLES

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	FILING DATE	TRADEMARK
The Hillman Group, Inc.	88/064,62 2	8/3/2018	ADVANCED WORK PRODUCTS
The Hillman Group, Inc.	88/850,21 6	3/27/2020	MONSTER