

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM750681

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Term Trademark Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Big Time Products, LLC		08/23/2022	Limited Liability Company: GEORGIA
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: 2			
Property Type	Number	Word Mark	
Serial Number:	90903382	PLANTER	
Serial Number:	88339681	TRAPJAW	
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>			
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:	039269-0728		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	08/23/2022		
Total Attachments: 5			
source=Hillman - Term Trademark Security Agreement Supplement Executed#page1.tif			
source=Hillman - Term Trademark Security Agreement Supplement Executed#page2.tif			
source=Hillman - Term Trademark Security Agreement Supplement Executed#page3.tif			

CH \$65.00 90903382

source=Hillman - Term Trademark Security Agreement Supplement Executed#page4.tif

source=Hillman - Term Trademark Security Agreement Supplement Executed#page5.tif

TERM TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TERM TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into as of August 23, 2022 (this “Trademark Security Agreement Supplement”), by and among The Hillman Group, Inc., a Delaware corporation and Big Time Products, LLC, a Georgia corporation (each, a “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”), Hillman Investment Company, 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 among the Grantors party 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, 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 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, 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 the 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 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. 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.

THE HILLMAN GROUP, INC.

By: 
Name: Robert O. Kraft
Title: Chief Financial Officer and Treasurer

BIG TIME PRODUCTS, LLC

By: 
Name: Robert O. Kraft
Title: Chief Financial Officer and Treasurer

JEFFERIES FINANCE LLC,
as Administrative Agent



By: Peter Cucchiara

Name: Peter Cucchiara

Title: Senior Vice President

SCHEDULE I

TRADEMARKS

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Grantor
PLANTER PLANTER	90903382 26-AUG-2021	---	Pending	Big Time Products, LLC
TRAPJAW TRAPJAW	App 88339681 App 14-MAR- 2019	Reg 6732121 Reg 24-MAY- 2022	Registered	Big Time Products, LLC
SO EASY EVEN HUMANS CAN DO IT! <small>So Easy Even Humans Can Do It!</small>	90192665 18-SEP-2020	6363349 25-MAY-2021	Registered	The Hillman Group, Inc.
DURA-KNIT DURA-KNIT	88863826 08-APR-2020	6421086 13-JUL-2021	Registered	The Hillman Group, Inc.
MONKEY HOOK MONKEY HOOK	77695172 19-MAR-2009	3679752 08-SEP-2009	Renewed Registered	The Hillman Group, Inc.
GORILLA GRADE 	77449320 16-APR-2008	3543106 09-DEC-2008	Renewed Registered	The Hillman Group, Inc.
THE AMAZING MONKEY HOOK 	78375542 27-FEB-2004	3038386 03-JAN-2006	Renewed Registered	The Hillman Group, Inc.