

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                     |  |                       |                    |
|-------------------------------------|--|-----------------------|--------------------|
| <b>SUBMISSION TYPE:</b>             | NEW ASSIGNMENT   |                       |                    |
| <b>NATURE OF CONVEYANCE:</b>        | RELEASE BY SECURED PARTY   |                       |                    |
| <b>CONVEYING PARTY DATA</b>         |  |                       |                    |
| <b>Name</b>                         | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b> |
| GE Business Financial Services Inc. | FORMERLY Merrill Lynch Business Financial Services Inc.                              | 05/28/2010            | CORPORATION:       |
| <b>RECEIVING PARTY DATA</b>         |  |                       |                    |
| <b>Name:</b>                        | All Points Industries, Inc.  |                       |                    |
| <b>Street Address:</b>              | 10590 Hamilton Avenue  |                       |                    |
| <b>City:</b>                        | Cincinnati   |                       |                    |
| <b>State/Country:</b>               | OHIO   |                       |                    |
| <b>Postal Code:</b>                 | 45231  |                       |                    |
| <b>Entity Type:</b>                 | CORPORATION: DELAWARE  |                       |                    |
| <b>PROPERTY NUMBERS Total: 1</b>    |  |                       |                    |
| <b>Property Type</b>                | <b>Number</b>  | <b>Word Mark</b>      |                    |
| Registration Number:                | 3354288  | HARDWARE NOW          |                    |
| <b>CORRESPONDENCE DATA</b>          |  |                       |                    |
| <b>Fax Number:</b>                  | (212)492-0083  |                       |                    |
|                                     | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                    |
| <b>Phone:</b>                       | 2123733083   |                       |                    |
| <b>Email:</b>                       | zhilden@paulweiss.com, hranucci@paulweiss.com  |                       |                    |
| <b>Correspondent Name:</b>          | Zoe Hilden   |                       |                    |
| <b>Address Line 1:</b>              | 1285 Avenue of the Americas  |                       |                    |
| <b>Address Line 2:</b>              | c/o Paul, Weiss  |                       |                    |
| <b>Address Line 4:</b>              | New York, NEW YORK 10019-6064  |                       |                    |
| <b>ATTORNEY DOCKET NUMBER:</b>      | 18452-047  |                       |                    |
| <b>NAME OF SUBMITTER:</b>           | Zoe Hilden   |                       |                    |
| <b>Signature:</b>                   | /Zoe Hilden/   |                       |                    |

CH \$40.00 3354288

Date:

06/02/2010

**Total Attachments: 5**

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**PATENT AND TRADEMARK RELEASE AND REASSIGNMENT**

THIS PATENT AND TRADEMARK RELEASE AND REASSIGNMENT is made as of May 28, 2010, by GE Business Financial Services Inc. (formerly known as Merrill Lynch Business Financial Services Inc.), in its capacity as collateral agent (in such capacity, the "Collateral Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Assignment (as defined below).

WITNESSETH:

WHEREAS, ALL POINTS INDUSTRIES, INC., a Delaware corporation ("Assignor"), pursuant to that certain Joinder dated as of December 28, 2007 entered into a Security Agreement dated as of March 31, 2004 (the "Security Agreement") with Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as collateral agent for the certain lenders;

WHEREAS, pursuant to the Security Agreement, Assignor and Collateral Agent are parties to that certain Assignment of Security Interest in United States Patents and Trademarks dated as of August 7, 2009 and recorded by the United States Patent and Trademark Office on August 7, 2009 at Reel 004040, Frame 0289 (the "Assignment"), pursuant to which Assignor granted to Collateral Agent, for the benefit of itself and the other Lenders, a security interest and general lien upon the Patent and Trademark Collateral (as defined below) as security for certain obligations owing by Assignor to Collateral Agent and the Lenders;

WHEREAS, Assignor has paid all of the outstanding indebtedness to Collateral Agent and the Lenders pursuant to which such Security Agreement relates; and

WHEREAS, Assignor has requested that Collateral Agent release its security interest in the Patent and Trademark Collateral and reassign the same to Assignor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Collateral Agent hereby releases, terminates and cancels its security interest in and lien upon all of Assignor's right, title and interest in, to and under the following (collectively, the "Patent and Trademark Collateral"):

(i) each United States patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;

(ii) each Patent License, including each Patent License listed on Schedule A hereto;

(iii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;

(iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(v) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark license.

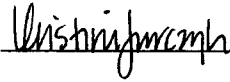
2. Collateral Agent hereby reassigns, grants and conveys to Assignor, without any representation, warranty, recourse or undertaking, express or implied by Collateral Agent, all of Collateral Agent's right, title and interest in and to the Patent and Trademark Collateral (if any).

3. Collateral Agent shall, at Assignor's expense, take all further actions, and provide to Assignor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Assignor to more fully and effectively effectuate the purposes of this Patent and Trademark Release and Reassignment.

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[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned has caused this Patent and Trademark Release and Reassignment to be executed as of the day and year first above written.

**GE BUSINESS FINANCIAL SERVICES INC.**  
(formerly known as Merrill Lynch Business  
Financial Services Inc.)

By:   
Name: \_\_\_\_\_ **Kristine M. Jurczyk**  
Its: Duly Authorized Signatory **Duly Authorized Signatory**

**SCHEDULE A**

**PATENTS**

(None)

**SCHEDULE B**

**TRADEMARKS**

| <u>Registration No.</u> | <u>Country</u> | <u>Issue Date</u> | <u>Mark</u>  |
|-------------------------|----------------|-------------------|--------------|
| 3354288                 | USA            | 12/11/07          | HARDWARE NOW |