

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545713

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.		10/16/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	5679723	H	
Registration Number:	5741597	DESIGNED TO BE STUCK UP	
Registration Number:	5735410	HIGH & MIGHTY	
Registration Number:	5746074	PRO-STIK	
Registration Number:	5848487	DIVA	
Registration Number:	5848486	HILLMAN	
Registration Number:	5842457	OOK	
Registration Number:	5854584	3D DIVA	
Registration Number:	5776323	KEYHERO	
Registration Number:	5770463	MYKEYHERO	
Registration Number:	5735408		
Serial Number:	88389470	HARDWARE NOW	
Serial Number:	88016825	KEY CHARMS	
Serial Number:	87265041	DELIVERING SIMPLE SOLUTIONS TO A COMPLEX	
Serial Number:	86972599	DELIVERING SIMPLE SOLUTIONS TO A COMPLEX	
Serial Number:	88592187	QUICK TAG	
Serial Number:	88491473	KWIKSEAL	
Serial Number:	87057765		
Serial Number:	87000865	DESIGNED TO BE STUCK UP	

OP \$515.00 5679723

Property Type	Number	Word Mark
Serial Number:	87000858	HIGH & MIGHTY

CORRESPONDENCE DATA

Fax Number:

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: (212) 701-3365
Email: ECarrera@cahill.com
Correspondent Name: Elaine Carrera
Address Line 1: 80 Pine Street
Address Line 2: c/o Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	1142659 TM Hillman
NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	10/18/2019

Total Attachments: 6

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TERM TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TERM TRADEMARK SECURITY AGREEMENT SUPPLEMENT dated as of October 16, 2019 (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 (together with its successors and permitted assigns 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 May 31, 2018 (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 Barclays Bank PLC.

Reference is also made to that certain Resignation, Consent and Appointment Agreement (the "Agency Transfer Agreement"), dated as of October 1, 2018, by and among Barclays Bank PLC, as Existing Agent, Jefferies Finance LLC, as the successor administrative agent, Holdings and the Borrower.

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

Reference is also made to that certain Term 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 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 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 Term Credit Agreement or the Agency Transfer 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 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.

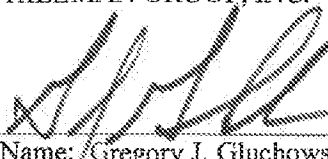
SECTION 4. *Governing Law.* This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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: Gregory J. Gluchowski, Jr.
Title: Chief Executive Officer and President

JEFFERIES FINANCE LLC,
as Administrative Agent

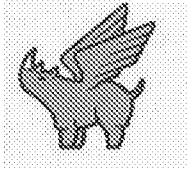
By: Paul H.

Name: Paul Chisholm

Title: Managing Director


SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
The Hillman Group, Inc.	5679723	19-FEB-2019	H
The Hillman Group, Inc.	5741597	30-APR-2019	DESIGNED TO BE STUCK UP
The Hillman Group, Inc.	5735410	23-APR-2019	HIGH & MIGHTY
The Hillman Group, Inc.	5746074	07-MAY-2019	PRO-STIK
The Hillman Group, Inc.	5848487	03-SEP-2019	DIVA
The Hillman Group, Inc.	5848486	03-SEP-2019	HILLMAN
The Hillman Group, Inc.	5842457	27-AUG-2019	OOK
The Hillman Group, Inc.	5854584	10-SEP-2019	3D DIVA
The Hillman Group, Inc.	5776323	11-JUN-2019	KEYHERO
The Hillman Group, Inc.	5770463	04-JUN-2019	MYKEYHERO
The Hillman Group, Inc.	5735408	23-APR-2019	DESIGN ONLY 

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	FILING DATE	TRADEMARK
The Hillman Group, Inc.	88389470 (Pending ITU)	17-APR-2019	HARDWARE NOW
The Hillman Group, Inc.	88016825	27-JUN-2018	KEY CHARMS
The Hillman Group, Inc.	87265041 (Pending ITU)	12-DEC-2016	DELIVERING SIMPLE SOLUTIONS TO A COMPLEX WORLD
The Hillman Group, Inc.	86972599 (Pending ITU)	12-APR-2016	DELIVERING SIMPLE SOLUTIONS TO A

			COMPLEX WORLD
The Hillman Group, Inc.	88592187	26-AUG-2019	QUICK TAG
The Hillman Group, Inc.	88491473 (Pending ITU)	27-JUN-2019	KWIKSEAL
The Hillman Group, Inc.	87057765 (Pending ITU)	02-JUN-2016	Design Only 
The Hillman Group, Inc.	87000865 (Pending ITU)	14-APR-2016	DESIGNED TO BE STUCK UP
The Hillman Group, Inc.	87000858 (Pending ITU)	14-APR-2016	HIGH & MIGHTY