

10-19-2001

Form PTO-1595

(Rev. 03/01)

RI

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

101878249

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

The Hillman Group, Inc.

10/10/01

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc.

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other _____

Street Address: 55 W. Monroe StreetCity: Chicago State: IL Zip: 60661Execution Date: 09-28-2001Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

See attached

10

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Goldberg Kohn, et al.Internal Address: Elizabeth KostiukStreet Address: 55 E. Monroe Street

Suite 3700

City: Chicago State: IL Zip: 606036. Total number of applications and patents involved: 307. Total fee (37 CFR 3.41).....\$1,200.00

Enclosed



Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Elizabeth Kostiuk

Name of Person Signing

Elizabeth Kostiuk

Signature

10-10-01

Date

Total number of pages including cover sheet, attachments, and documents: 30

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

10/19/2001 6TOM11 00000043 6059495

01 FC:581

1200.00 0P

PATENT
REEL: 012252 FRAME: 0120

PATENT NO.

6059495
09/205694
6186711
09/373507
6082580
6064747
5029459
5201203
5167171
5443339
5607267
5271698
5314274
4677835
RE32914
4941335
D348393
5351409
5311758
5308360
5676504
5617323
5556240
5538374
5660509
5497888
08/855615
09/625274
09/810655
60/278432

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") made as of this 21st day of September, 2001 by The Hillman Group, Inc., a Delaware corporation ("Grantor") in favor of Heller Financial, Inc., a Delaware corporation, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, Grantee, Lenders, and any additional agents for the Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee, for the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing and hereafter acquired or arising:

(i) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

3. Warranties and Representations. Grantor warrants and represents to Grantee that:

(i) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent, free and clear of any liens, charges and encumbrances;

(ii) except as disclosed in the Credit Agreement, Grantor has no notice of any suits or actions commenced or threatened with reference to any Patent Collateral; and

(iii) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until Grantor's Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or, other than in the ordinary course of its business, grant any license under, any Patent Collateral or enter into any other agreement with respect to any Patent Collateral other than in the ordinary course of its business, and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

5. Grantee's Right to Sue. After an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patent Collateral and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 5.

6. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Patent Collateral, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Patent Collateral or (ii) take any other actions with respect to the Patent Collateral as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Patent Collateral to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantor's Obligations shall have been paid in full and the Credit Agreement has been terminated. Grantor hereby further acknowledges and

agrees that the use by Grantee of all Patent Collateral shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from Grantee to Grantor.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

THE HILLMAN GROUP, INC.

By: Jan P. Water
Its: VP Finance

Agreed and Accepted
As of the Date First Written Above

HELLER FINANCIAL, INC., as Agent

By: _____
Its: _____

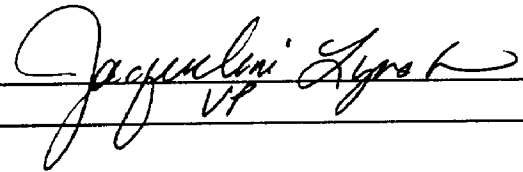
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of
the date first written above.

THE HILLMAN GROUP, INC.

By: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

HELLER FINANCIAL, INC., as Agent

By: 
Its: _____

SCHEDULE 1

U.S. Patents:

1. Engraving Apparatus (U.S. Patent No. 6059495)
2. Workpiece Carrying System (pending; application number 09/205694)
3. Engraving Machine (U.S. Patent No. 6186711)
4. Inscribing System (pending; application number 09/373507)
5. Article Dispensing Apparatus (U.S. Patent No. 6082580)
6. Method and Apparatus for Using Light to Identify a Key (U.S. Patent No. 6064747)
7. Flat Plastic Key With Rigid Torque Transfer Insert (U.S. Patent No. 5029459)
8. Reinforced shank Plastic Key (U.S. Patent No. 5201203)
9. Universal Key Blank and Key Duplication Method (U.S. Patent No. 5167171)
10. Method and Apparatus for Aligning and Cutting Single-sided and Double-sided Keys (U.S. Patent No. 5443339)
11. Method and Apparatus for Aligning and Cutting Single-sided and Double-sided Keys (U.S. Patent No. 5607267)
12. Key Cutting Machine with a Code Selectable Key Duplication System (U.S. Patent No. 5271698)
13. Method and Apparatus for Duplicating Keys Using Tip-Referenced Alignment Between Key Blank and Master Key (U.S. Patent No. 5314274)
14. Plastic Card/Key Combination and Hinge Structure (U.S. Patent No. 4677835)
15. Key and Retainer Card Combination (U.S. Patent No. RE 32914)
16. Combination Key and Key Holder (U.S. Patent No. 4941335)

17. Disposable Container for Storing and Dispensing Stack of Identical Card-Mounted Key Blanks (U.S. Patent No. D348393)
18. Key Identifier Method and Apparatus (U.S. Patent No. 5351409)
19. Key Storage Tag (U.S. Patent No. 5311758)
20. Key Storage Container (U.S. Patent No. 5308360)
21. Key Cutting Machine with Key Tracing and Electronic Code Cutting Duplication Modes (U.S. Patent No. 5676504)
22. Key Identifier Method and Apparatus (U.S. Patent No. 5617323)
23. Key Positioning Fixture for a Key Cutting Machine (U.S. Patent No. 5556240)
24. Key Duplicating Machine and Method (U.S. Patent No. 5538374)
25. Key Duplicating Machine with Bottom Clearance (U.S. Patent No. 5660509)
26. Modular Display System (U.S. Patent No. 5497888)
27. Method and Apparatus for Determining the Bitting Pattern of Keys (pending; application number 08/855615)
28. Key Identification System (pending; application number 09/625274)
29. Feed Spring (pending; application number 09/810655)
30. Key Cutting Machine (pending; provisional application number 60/278432)

Foreign Patents:

	<u>Country Name</u>	<u>Invention Title</u>	<u>Status</u>	<u>Patent Application Number</u>
1.	Australia	Article Dispensing Apparatus	Pending	98/112/98
2.	Brazil	Article Dispensing Apparatus	Pending	PI 9900305-8
3.	Canada	Article Dispensing Apparatus	Pending	2,260,299
4.	European Patent	Article Dispensing Apparatus	Pending	99610001.2

	<u>Country Name</u>	<u>Invention Title</u>	<u>Status</u>	<u>Patent Application Number</u>
	Office			
5.	Japan	Article Dispensing Apparatus	Published	11-15,522
6.	Mexico	Article Dispensing Apparatus	Pending	990945
7.	Australia	Engraving Apparatus	Pending	15422/99
8.	Brazil	Engraving Apparatus	Abandoned	Not Available
9.	Canada	Engraving Apparatus	Pending	2,260,666
10.	European Patent Office	Engraving Apparatus	Issued	0945284
11.	Japan	Engraving Apparatus	Published	11-77083
12.	Mexico	Engraving Apparatus	Pending	992681
13.	Australia	Engraving Machine	Pending	21348/99
14.	Brazil	Engraving Machine	Abandoned	PI 9901228-6
15.	Canada	Engraving Machine	Pending	2,266,917
16.	European Patent Office	Engraving Machine	Pending	996100228
17.	Japan	Engraving Machine	Pending	11-95838
18.	Mexico	Engraving Machine	Pending	992810
19.	Canada	Plastic Card/Key Combination and Hinge Structure	Inactive	App. 533866 Pat. No. 1,228,996
20.	Mexico	Plastic Card/Key Combination and Hinge Structure	Issued	App. 5934 Pat. No. 164392
21.	Canada	Combination Key and Key Holder	Issued	App. 577868 Pat. No. 1,318,287
22.	Australia	Flat Plastic Key With Rigid Torque Transfer Insert	Issued	App. 21547/88 Pat. No. 603250
23.	Canada	Reinforced Shank Plastic Key	Issued	App. 576,413 Pat. No. 1,334,797
24.	European Patent Office	Reinforced Shank Plastic Key	Issued	App. 87115992.7 Pat. No. 0305588
25.	Mexico	Reinforced Shank Plastic Key	Issued	App. 12,774 Pat. No. 172828
26.	European Patent Office	Reinforced Shank Plastic Key	Issued	App. 88114070.1 Pat. No. 0305953
27.	European Patent Office	Reinforced Shank Plastic Key	Issued	App. 93106063.6 Pat. No. 0553900
28.	Australia	Key Cutting Machine With A Code Selectable Key Duplicating System	Issued	App. 27553/92 Pat. No. 673809
29.	Canada	Key Cutting Machine With A	Issued	App. 2120247

	<u>Country Name</u>	<u>Invention Title</u>	<u>Status</u>	<u>Patent Application Number</u>
		Code Selectable Key Duplicating System		Pat. No. 2120247
30.	Australia	Method and Apparatus For Duplicating Keys Using Tip Referenced Alignment Between Key Blank and Master Key	Issued	App. 27,514/92 Pat. No. 670542
31.	Canada	Method and Apparatus For Duplicating Keys Using Tip Referenced Alignment Between Key Blank and Master Key	Issued	App. 2,120,245 Pat. No. 2,120,245
32.	Japan	Method and Apparatus For Aligning and Cutting Single-Sided and Double-Sided Keys	Issued	App. 506984/93 Pat. No. 3042884
33.	South Korea	Method and Apparatus For Aligning and Cutting Single-Sided and Double-Sided Keys	Issued	App. 701015/94 Pat. No. 254572
34.	Patent Cooperation Treaty	Method and Apparatus For Aligning and Cutting Single-Sided and Double-Sided Keys	Completed	PCT/US92/08269
35.	Patent Cooperation Treaty	Method and Apparatus For Aligning and Cutting Single-Sided and Double-Sided Keys	Completed	PCT/US92/08221
36.	Australia	Method and Apparatus For Aligning and Cutting Single-Sided and Double-Sided Keys	Issued	App. 44911/89 Pat. No. 651554
37.	European Patent Office	Method and Apparatus For Aligning and Cutting Single-Sided and Double-Sided Keys	Issued	App. 89119526.5 Pat. No. 0365032
38.	Japan	Method and Apparatus For Aligning and Cutting Single-Sided and Double-Sided Keys	Issued	App. 511440/89 Pat. No. 2836879
39.	Australia	Method and Apparatus For Aligning Single-Sided and Double-Sided Keys	Issued	App. 26126/92 Pat. No. 644311

40.	Canada	Method and Apparatus For Aligning Single-Sided and Double-Sided Keys	Issued	App. 2,001,084 Pat. No. 2,001,084
41.	Canada	Method and Apparatus For Aligning and Cutting Single-Sided and Double-Sided Keys	Issued	App. 2,147,515 Pat. No. 2,147,515
42.	Australia	Key Positioning Fixture For A Key Cutting Machine	Abandoned	App. 032900/95 Pat. No. 687236
43.	Canada	Key Positioning Fixture For A Key Cutting Machine	Pending	App. 2159048
44.	United Kingdom	Key Positioning Fixture For A Key Cutting Machine	Abandoned	App. 9519451.0 Pat. No. 2293341
45.	Australia	Key Identifier Method and Apparatus	Issued	App. 70409/96 Pat. No. 704727
46.	Canada	Key Identifier Method and Apparatus	Issued	App. 2178792 Pat. No. 2178792
47.	Canada	Key Duplicating Machine With Bottom Clearance	Issued	App. 2173422 Pat. No. 2173422
48.	Australia	Key Cutting Machine With Key Tracing and Electronic Code Cutting Duplication Modes	Issued	App. 75305/96 Pat. No. 686055
49.	Canada	Key Cutting Machine With Key Tracing Electronic Code Cutting Duplication Modes	Issued	App. 2169142 Pat. No. 2169142
50.	European Patent Office	Key Cutting Machine With Key Tracing and Electronic Code Cutting Duplication Modes	Rejected	App. 96118450.4
51.	Japan	Key Cutting Machine With key Tracing and Electronic Code Cutting Duplication Modes	Issued	App. 335903/96 Pat. No. 3001444
52.	Canada	Key and Retainer Card Combination	Inactive	App. 616,220 Pat. No. 1324267
53.	Canada	Key and Retainer Card Combination	Inactive	App. 499819 Pat. No. 1228995
54.	Canada	Modular Display System	Abandoned	App. 2151703
55.	European Patent Office	Workpiece Carrying System	Pending	App. 99610076.4
56.	Japan	Workpiece Carrying System	Pending	App. 11-344045
57.	Canada	Key Identification System	Pending	Filed, serial number has not been issued

58.	Europe	Key Identification System	Pending	Filed, serial number has not been issued
59.	Japan	Key Identification System	Pending	Filed, serial number has not been issued
60.	Korea	Key Identification System	Pending	Filed, serial number has not been issued