

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
TAGWORKS, L.L.C.	03/31/2011

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Collateral Agent
Street Address:	One Churchill Place
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	E14 5HP

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	7894935
Patent Number:	7877909
Patent Number:	7853353
Patent Number:	D626543
Application Number:	12953998
Application Number:	12953987
Application Number:	13019073
Application Number:	13032043

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:

039369-0141

NAME OF SUBMITTER:

Angela M. Amaru

Total Attachments: 4

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**Assignment of Security Interest
in United States Patents**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, TAGWORKS, L.L.C., an Arizona limited liability company (the "Assignor"), having its chief executive office at 1155 W. Rio Salado Parkway, Suite 201, Tempe, Arizona 85281, to secure the due and punctual payment of all Finance Obligations, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due, in accordance with the terms thereof and to secure the performance of all of the obligations of each Credit Party under the Finance Documents and Derivatives Agreements with Derivatives Creditors, hereby grants to Barclays Bank PLC, as Collateral Agent (the "Assignee") for the benefit of the Finance Parties a security interest in, and Assignor hereby pledges and assigns as collateral to the Assignee for the benefit of the Finance Parties, all of Assignor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired, created or arising, whether tangible or intangible, and regardless of where located:

(a) (i) all letters patent and design letters patent of the United States or any other country, including each patent listed on Schedule A hereto; (ii) all applications filed or in preparation for filing for letters patent and design letters patent of the United States or any other country including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any other country or political subdivision thereof, and including each patent application listed on Schedule A hereto; (iii) all reissues, divisions, continuations, continuations-in-part, revisions, renewals or extensions thereof; (iv) all claims for, and rights to sue for, past, present or future infringement of any of the foregoing; (v) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements thereof and payments and damages under all Patent Licenses in connection therewith; and (vi) all rights corresponding to any of the foregoing whether arising under the laws of the United States or any foreign country or otherwise; and

(b) each agreement now or hereafter in existence granting to the Assignor any right, whether exclusive or non-exclusive, with respect to any Person's patent or any invention now or hereafter in existence, whether or not patentable, or pursuant to which the Assignor has granted to any other Person, any right, whether exclusive or non-exclusive, with respect to any Patent or any invention now or hereafter in existence, whether or not patentable and whether or not a Patent or application for Patent is in or hereafter comes into existence on such invention.

THIS GRANT is granted in conjunction with the security interests granted to the Assignee pursuant to the Security Agreement among the Assignor, the Assignee and certain other parties dated as of May 28, 2010, as amended, modified or supplemented from time to time (the "Security Agreement").

THIS GRANT has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 31 day of March, 2011.

TAGWORKS, L.L.C., as Assignor

By: The Hillman Group, Inc., its sole member

By: Max W Hillman
Name: Max W Hillman
Title: CEO

STATE OF Ohio
County OF Hamilton

The foregoing instrument was acknowledged before me this 31 day of March, 2011 by Max W Hillman as CEO of The Hillman Group, Inc., the sole member of TAGWORKS, L.L.C., an Arizona limited liability company, on behalf of TAGWORKS, L.L.C.

My commission expires: 1/18/15



DEBORAH S. SCHULTZ
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Butler County
My Comm. Exp. 1/18/15

Deborah S Schultz
Notary Public

[Signature Page to Patent Assignment]

BARCLAYS BANK P.L.C.
as Collateral Agent

By Noam Azachi
Name: **Noam Azachi**
Title: **Assistant Vice President**

[Signature Page to Patent Assignment]

PATENT
REEL: 026072 FRAME: 0871

SCHEDULE A

PATENTS

<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title</u>
7,894,935	U.S.	2/22/2011	Public Use Pet Tag Marking Kiosk
7,877,909	U.S.	2/01/2011	Pet tags
7,853,353	U.S.	12/14/2010	Public Use Pet Tag Marking Kiosk
D626543	U.S.	11/02/2010	Kiosk

PATENT APPLICATIONS

<u>Registration No.</u>	<u>Country</u>	<u>Application Date</u>	<u>Title</u>
12/953,998	U.S.	11/24/2010	Public Use Pet Tag Marking Kiosk (Continuation)
12/953,987	U.S.	11/24/2010	Public Use Pet Tag Marking Kiosk (Divisional)
13/019,073	U.S.	2/1/2011	Pet Tags (Continuation)
13/032,043	U.S.	2/22/2011	Public use pet tag Marking kiosk (cip)