

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
The Hillman Group, Inc.	12/14/2011

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: 12

Property Type	Number
Patent Number:	6629680
Patent Number:	6095465
Patent Number:	6206334
Patent Number:	6758455
Patent Number:	7490724
Patent Number:	7497411
Patent Number:	D461397
Patent Number:	D474106
Patent Number:	D589330
Application Number:	12246703
Application Number:	12391294
Application Number:	13100432

CORRESPONDENCE DATA

Fax Number: (212)751-4864
 Phone: 212-906-1200

501757293

PATENT
REEL: 027389 FRAME: 0929

CH \$480.00 6629680

Email: angela.amaru@lw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Angela M. Amaru c/o Latham & Watkins

Address Line 1: 885 Third Avenue

Address Line 2: Suite 1000

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

039269-0141

NAME OF SUBMITTER:

Angela M. Amaru

Total Attachments: 5

source=Hillman-Barclays PSA 12-15-2011#page1.tif

source=Hillman-Barclays PSA 12-15-2011#page2.tif

source=Hillman-Barclays PSA 12-15-2011#page3.tif

source=Hillman-Barclays PSA 12-15-2011#page4.tif

source=Hillman-Barclays PSA 12-15-2011#page5.tif

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, The Hillman Group, Inc., a Delaware corporation (the "Assignor"), having its chief executive office at 10590 Hamilton Avenue, Cincinnati, OH 45231, 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").

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 14th day of December, 2011.

THE HILLMAN GROUP, INC., as Assignor

By: [Signature]
Name:
Title:

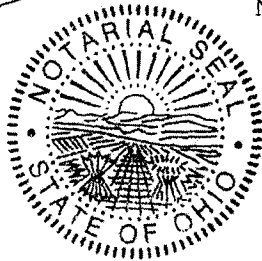
STATE OF Ohio
County of Hamilton

The foregoing instrument was acknowledged before me this 14th day of December 2011 by Anthony Vaconcelos CFO of THE HILLMAN GROUP, INC., a Delaware corporation, on behalf of THE HILLMAN GROUP, INC.

My commission expires: 12-12-14

Notarial Seal

[Signature]
Notary Public




SANDRA R. HARROD
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Hamilton County
My Comm. Exp. 12/12/14

[Signature Page to Patent Grant]

BARCLAYS BANK PLC,
as Collateral Agent

By:



Name: _____
Title: **Craig Malloy**
Director

[Signature Page to Patent Grant]

SCHEDULE A

PATENTS

<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title</u>
6,629,680	U.S.	11/5/01	Hanger for an object adapted to be hung on a wall
6,095,465	U.S.	10/2/98	Structure for and method of mounting an object on a vertical surface and a laminated backing for such a structure
6,206,334	U.S.	11/16/99	Structure for and method of mounting an object on a vertical surface and a laminated backing for such a structure
6,758,455	U.S.	8/18/03	Hanger for an object adapted to be hung on a wall
7,490,724	U.S.	5/16/06	Point-of-sale device for an article having plural interfitting parts
7,497,411	U.S.	7/27/07	Adjustable height hangers
D461,397	U.S.	11/5/01	Picture hanger
D474,106	U.S.	11/5/01	Picture hanger
D589,330	U.S.	7/17/07	Adjustable height hanger
99,324	Canada	May 6, 2002	Picture hanger
16422	Mexico	May 22, 2002	Picture hanger
86846	Taiwan	May 3, 2002	Picture hanger
2,465,769	Canada	November 5, 2002	Hanger for an object adapted to be hung on a wall

<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title</u>
ZL 02806179.9	China	November 5, 2002	Hanger for an object adapted to be hung on a wall
CN100536727C	China	January 17, 2006	Hanger for an object adapted to be hung on a wall
HK1065232	Hong Kong	October 18, 2004	Hanger for an object adapted to be hung on a wall
247894	Mexico	May 4, 2004	Hanger for an object adapted to be hung on a wall
99,325	Canada	May 6, 2002	Picture hanger
16082	Mexico	May 6, 2002	Picture hanger
88459	Taiwan	May 3, 2002	Picture hanger
90395	Taiwan	May 3, 2002	Picture hanger base

PATENT APPLICATIONS

<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title</u>
12/246,703	U.S.	10/7/08	Structure for mounting an object on a vertical surface and method of making same
12/391,294	U.S.	2/24/09	Wall hanger
13/100,432, as amended	U.S.	5/4/11	Point-of-sale device