

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5452264

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT (ABL)
CONVEYING PARTY DATA	
Name	Execution Date
THE HILLMAN GROUP, INC.	03/29/2019
RECEIVING PARTY DATA	
Name:	BARCLAYS BANK PLC, AS ADMINISTRATIVE AGENT
Street Address:	745 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 16	
Property Type	Number
Patent Number:	8287215
Patent Number:	8532809
Patent Number:	8634951
Patent Number:	8979446
Patent Number:	9199318
Patent Number:	9323237
Patent Number:	9808900
Patent Number:	9914179
Patent Number:	9987715
Patent Number:	10040135
Application Number:	15885366
Application Number:	15889678
Application Number:	15971142
Application Number:	16052858
Application Number:	62639760
Application Number:	62678337
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<i>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.</i>	

PATENT

Phone: 800-713-0755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: CT CORPORATION
Address Line 1: 4400 EASTON COMMONS WAY
Address Line 2: SUITE 125
Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	DORIS KA
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SIGNATURE:	/Doris Ka/
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DATE SIGNED:	04/02/2019
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Total Attachments: 7

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ABL PATENT SECURITY AGREEMENT SUPPLEMENT

ABL PATENT SECURITY AGREEMENT SUPPLEMENT dated as of March 29, 2019 (this “Patent Security Agreement Supplement”), by and between The Hillman Group, a Delaware corporation (the “Grantor”) and Barclays Bank PLC, 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 ABL Credit Agreement).

Reference is made to that certain ABL Credit Agreement, dated as of May 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “ABL Credit Agreement”), by and among The Hillman Companies, Inc., a Delaware corporation (“Holdings”), The Hillman Group, Inc. a Delaware corporation (the “US Borrower”), The Hillman Group Canada ULC, a Canadian federal corporation (the “Canadian Borrower” and, together with the US Borrower, the “Borrowers”), the Lenders from time to time party thereto and the Administrative Agent.

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

Reference is also made to that certain ABL Patent 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 “Patent Security Agreement”) by and between the Grantor thereto and the Administrative Agent for the Secured Parties.

The Lenders (as defined in the ABL Credit Agreement) have extended credit to the Borrowers subject to the terms and conditions set forth in the ABL 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 Patent Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Patent Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Patent 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 ABL Credit Agreement.

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 benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the “Additional Patent Collateral”):

(a) any and all patents and patent applications (including but not limited to the patents and patent applications listed on Schedule I hereto); (b) all inventions or designs described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions and continuations in part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past, present and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) 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 Patent 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 Patent Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

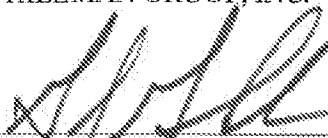
SECTION 4. Governing Law. This Patent Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Patent 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.

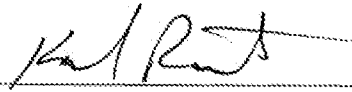
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent 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

BARCLAYS BANK PLC, as Administrative Agent

By: 

Name:

Title: **Komal Ramkirath**

Assistant Vice President

SCHEDULE I**PATENTS**

REGISTERED OWNER	PATENT NO.	ISSUE DATE	TITLE
The Hillman Group, Inc.	8,287,215	10/16/2012	Fully automatic key duplicating machine with automatic key model identification system
The Hillman Group, Inc.	8,532,809	09/10/2013	Network of fully automatic self-service key duplicating kiosks
The Hillman Group, Inc.	8,634,951	01/21/2014	Fully automatic self-service key duplicating kiosk
The Hillman Group, Inc.	8,979,446	03/17/2015	Fully automatic self-service key duplicating kiosk
The Hillman Group, Inc.	9,199,318	12/01/2015	Fully automatic key duplicating machine with automatic key model identification system
The Hillman Group, Inc.	9,323,237	04/26/2016	Network of fully automatic self-service key duplicating kiosks
The Hillman Group, Inc.	9,808,900	11/07/2017	System for identifying and duplicating master keys
The Hillman Group, Inc.	9,914,179	03/13/2018	Self Service Key Duplicating Machine with Automatic Key Model Identification System
The Hillman Group, Inc.	9,987,715	11/07/2017	System for identifying and duplicating master keys
The Hillman Group, Inc.	10,040,135	03/13/2018	Self Service Key Duplicating Machine with Automatic Key Model Identification System

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	FILING DATE	TITLE
The Hillman Group, Inc.	15/885,366	01/31/2018	Key Duplication System
The Hillman Group, Inc.	15/889,678	02/06/2018	Self Service Key Duplicating Machine with Automatic Key Model Identification System

The Hillman Group, Inc.	15/971,142	05/04/2018	System for Identifying and Duplicating Master Keys
The Hillman Group, Inc.	16/052,858	08/02/18	System for Identifying and Duplicating Master Keys
The Hillman Group, Inc.	62/639,760	03/07/18	Automated Packaging System for Self-Service Custom Fabrication Kiosks
The Hillman Group, Inc.	62/678,337	05/31/18	Self-Service Knife Sharpening Kiosk