

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5355226

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERM PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
ROOSTER PRODUCTS INTERNATIONAL, INC.	01/31/2019
BIG TIME PRODUCTS, LLC	01/31/2019
BTPS, LLC	01/31/2019

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC
Street Address:	520 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 18

Property Type	Number
Patent Number:	9345327
Patent Number:	D496787
Patent Number:	6766532
Patent Number:	D501078
Patent Number:	D502599
Patent Number:	6637034
Patent Number:	D594160
Patent Number:	D594161
Patent Number:	8991672
Patent Number:	D743695
Patent Number:	D744233
Patent Number:	D718930
Patent Number:	D743172
Patent Number:	9283669
Patent Number:	D723797
Patent Number:	D733365
Patent Number:	D740548
Patent Number:	D797998

PATENT

CORRESPONDENCE DATA**Fax Number:** (212)378-2311

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, SENIOR PARALEGAL**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:	1042567 PT
NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	02/01/2019

Total Attachments: 6

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TERM PATENT SECURITY AGREEMENT

TERM PATENT SECURITY AGREEMENT dated as of January 31, 2019 (this “Patent Security Agreement”), by and among Rooster Products International, Inc., a Texas corporation, Big Time Products, LLC, a Georgia limited liability company and BTPS, LLC a Georgia limited liability company (each, a “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 (i) Term Credit Agreement, dated as of May 31, 2018 (as amended by Amendment No. 1, dated as of October 1, 2018, and as further 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, in its capacities as administrative agent and collateral agent (together with its successors and permitted assigns in such capacities, the “Administrative Agent”) and (ii) Resignation, Consent and Appointment Agreement (the “Agency Transfer Agreement”), dated as of October 1, 2018, by and among the Administrative Agent, as Existing Agent, Jefferies Finance LLC, as the successor administrative agent (the “Successor Agent”), Holdings and the Borrower.

Reference is also made to that certain Joinder No. 1 dated as of January 31, 2019, by and among the entities listed on Exhibit A hereto and acknowledged and agreed by the Administrative Agent, 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.

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. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Term Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used herein 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, each 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 such Grantor, and regardless of where located (collectively, the “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. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the 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 and the Security Agreement, the terms of the Security Agreement shall govern.

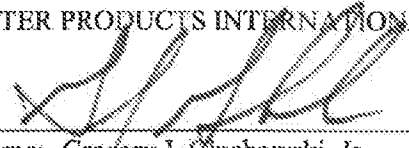
SECTION 4. Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Patent Security Agreement 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.

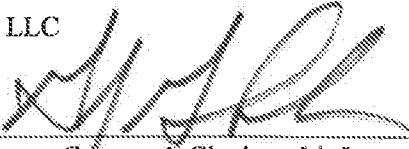
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IN WITNESS WHEREOF, the parties hereto have duly executed this Patent Security Agreement as of the day and year first above written.

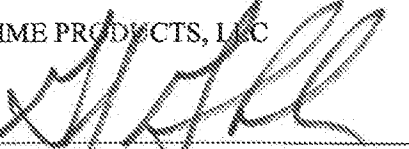
ROOSTER PRODUCTS INTERNATIONAL, INC.

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

BTPS, LLC

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

BIG TIME PRODUCTS, LLC

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

JEFFERIES FINANCE LLC,
as Administrative Agent

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

EXHIBIT A

NB Parent Company Inc., a Delaware corporation
NB Products Inc., a Delaware corporation
Big Time Gloves, LLC, a Georgia limited liability company
Apollo Marketing, LLC, a Georgia limited liability company
Big Time Products, LLC, a Georgia limited liability company
BTPS, LLC, a Georgia limited liability company
Big Time Décor, LLC, a Georgia limited liability company
Rooster Products International, Inc., a Texas corporation
Rooster Services, LLC, a Texas limited liability company

SCHEDULE I**PATENTS**

REGISTERED OWNER	PATENT NO.	ISSUE DATE	TITLE
BTPS, LLC	9,345,327	05/24/2016	WALL-MOUNT VANITY BRACKET
Rooster Products International, Inc.	D496,787	10/05/2004	Tool Belt and Pouches
Rooster Products International, Inc.	6,766,532	07/27/2004	Adjustable Back Support Belt Brace System and Removable, Adjustable Suspension System
Rooster Products International, Inc.	D501,078	01/25/2005	Adjustable Belt with Removable Suspension System
Rooster Products International, Inc.	D502,599	03/08/2005	Contractor Tool Belt
Rooster Products International, Inc.	6,637,034	10/28/2003	Weight Distributing Knee Pad
Rooster Products International, Inc.	D594,160	06/09/2009	Knee pad
Rooster Products International, Inc.	D594,161	06/09/2009	Elbow pad
Rooster Products International, Inc.	8,991,672	03/31/2015	Tool Pouch With Rotatable Cover (Tool Pouch Pocket with Pivoting Closure)
Rooster Products International, Inc.	D743,695	11/24/2015	Tool Pouch With Rotatable Cover
Rooster Products International, Inc.	D744,233	12/01/2015	Multiple Tool Dock
Rooster Products International, Inc.	D718,930	12/09/2014	Tool Pouch Accessory Pad
Rooster Products International, Inc.	D743,172	11/17/2015	Removable Handle For A Tool Pouch
Rooster Products International, Inc.	9,283,669	03/15/2016	Toolbag With Selectively- Removable Tray and Cushion
Rooster Products International, Inc.	D/723,797	03/10/2015	Electrician's Pouch With A Covered Pocket
Rooster Products International, Inc.	D/733,365	06/30/2015	Contoured Kneepad
Rooster Products International, Inc.	D/740,548	10/13/2015	Folding Phone Organizer
Rooster Products International, Inc.	D797,998	09/19/2017	Kneepad