

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL PATENT SECURITY AGREEMENT SUPPLEMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE HILLMAN GROUP, INC.	08/12/2022
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: 4	
Property Type	Number
Application Number:	17689445
Application Number:	17553042
Application Number:	17181133
Application Number:	17447983
CORRESPONDENCE DATA	
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NAME OF SUBMITTER:	ANGELA M. AMARU
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	08/15/2022
Total Attachments: 5	
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ABL PATENT SECURITY AGREEMENT SUPPLEMENT

ABL PATENT SECURITY AGREEMENT SUPPLEMENT dated as of August 12, 2022 (this “Patent Security Agreement Supplement”), by and among The Hillman Group, Inc., 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 by that certain Amendment No. 1, dated as of November 15, 2019, that certain Amendment No. 2, dated as of July 14, 2021, that certain Amendment No. 3, dated as of July 29, 2022 and as further 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 (as successor in merger to Hillman Investment Company) (“Holdings”), The Hillman Group, Inc. a Delaware corporation (in such capacity, 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 and restated by that certain Amended and Restated US ABL Pledge And Security Agreement dated as of July 14, 2021 and as further 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 supplemented by that certain ABL Patent Security Agreement Supplement dated as of July 14, 2021 and as further 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 among 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 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: Robert O. Kraft
Title: Chief Financial Officer and Treasurer

BARCLAYS BANK PLC,
as Administrative Agent

By: 
Name: Joseph Jordan
Title: Managing Director

SCHEDULE I

PATENTS

PATENT TITLE	Applicati on Number	Applicat ion Date	Patent Numbe r	Grant Date	Status	Grantor
WALL ANCHOR ASSEMBLIES	17689445	2022-03-08	---	---	Pending	The Hillman Group Inc.
APPARATUS FOR SUSPENDING OBJECTS ON A WALL	17553042	2021-12-16	---	---	Pending	The Hillman Group Inc.
IDENTIFICATION MODULE FOR KEY MAKING MACHINE	17181133	2021-02-22	---	---	Pending	The Hillman Group Inc.
KEY DUPLICATION SYSTEM	17447983	2021-09-17	---	---	Pending	The Hillman Group Inc.