

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): February 26, 2015

The Hillman Companies, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-13293
(Commission File No.)

23-2874736
(I.R.S. Employer
Identification No.)

**10590 Hamilton Avenue
Cincinnati, Ohio 45231**
(Address of principal executive offices)
Registrant's telephone number, including area code: **(513) 851-4900**

Not Applicable
(Former name or former address,
if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On March 4, 2015, Jeffrey S. Leonard entered into an employment agreement (the "Employment Agreement") with The Hillman Group, Inc. ("Hillman"), a subsidiary of The Hillman Companies, Inc. (the "Company"), to be appointed as Executive Vice President of Finance and Chief Financial Officer. Mr. Leonard's appointment as Executive Vice President of Finance will be effective March 16, 2015 and his appointment as Chief Financial Officer will be effective April 1, 2015. Mr. Leonard, age 47, is a seasoned business executive with broad experience across various industries. Throughout his career, Mr. Leonard has been actively involved with mergers and acquisitions, strategic business development, and building world class financial teams. Former roles include serving as the Executive Vice President and Chief Financial Officer of Baker & Taylor, Inc., a \$1.6 billion private equity owned distributor of physical and digital books as well as video and music products. Prior to 2008, Mr. Leonard was Senior Vice President, Financial Planning and Analysis and Treasurer of Houghton Mifflin Harcourt/Harcourt Education Group. Prior to 2006, Mr. Leonard was Vice President, Operations Finance and held other positions with HD Supply/Hughes Supply, Inc. Prior to 1999, Mr. Leonard was Corporate Controller of Planet Hollywood, Inc. Mr. Leonard began his career as an Audit Manager with PriceWaterhouseCoopers from 1990 to 1996. Mr. Leonard holds a B.S. degree in Accounting and a Master of Accountancy degree from Miami University and is a certified public accountant (inactive).

On February 26, 2015, Jeffrey Jonsohn, Vice President of Operations of The Hillman Group Canada ULC ("Hillman Canada"), entered into a letter agreement (the "Letter Agreement") with Hillman Canada regarding Mr. Jonsohn's retirement effective June 30, 2015.

On February 27, 2015, Robert J. Lackman, Executive Vice President of Global Operations, and the Company executed a General Release (the "Release") regarding Mr. Lackman's departure from the Company.

Employment Agreement with Jeffrey S. Leonard

Mr. Leonard and Hillman entered into the Employment Agreement on March 4, 2015 and effective as of March 16, 2015. The agreement provides for an initial annual base salary of \$400,000, which will increase to \$417,500 and \$435,000 on March 16, 2016 and 2017, respectively. The agreement provides for an annual cash bonus target of 75% of base salary and maximum of 150% of base salary under Hillman's performance-based bonus plan. Mr. Leonard's bonus will be prorated for the period ending December 31, 2015. Mr. Leonard will be paid a relocation allowance of \$25,000 subject to his continued employment through March 16, 2016.

Mr. Leonard will be eligible to participate in the equity investment plan and equity incentive plan of HMAN Group Holdings, Inc., the Company's parent company. The agreement provides an equity investment right of \$500,000 worth of common shares of which \$400,000 will be funded by Mr. Leonard and \$100,000 will be funded by Hillman subject to Mr. Leonard's continued employment through March 16, 2016. The agreement provides a grant of 2,861 nonqualified stock options at a strike price of \$1,000 per share. Prior to the issuance of these equity awards, Mr. Leonard must execute the Restrictive Covenant Agreement attached to the Option Award Agreement, which includes restrictive covenants such as one-year non-competition and two-year non-solicitation of employees and customers.

In the event that Mr. Leonard's employment is terminated by Hillman without "cause" or if Mr. Leonard resigns with "good reason" (as such terms are defined in the Shareholders Agreement and the Equity Plan), the agreement provides severance payments equal to (i) continued base salary for 18 months following the date of termination if such termination date is on or prior to June 30, 2016 and for 12 months following the date of termination if such termination date is July 1, 2016 or later, and (ii) a pro rated portion of the bonus for the year in which termination occurs.

The foregoing description is qualified in its entirety by reference to the Employment Agreement, a copy of which is furnished as Exhibit 10.1 to this Current Report on Form 8-K.

Letter Agreement with Jeffrey Jonsohn

Mr. Jonsohn and Hillman Canada entered into the Letter Agreement on February 26, 2015. The Letter Agreement provides that Mr. Jonsohn will receive (i) all compensation and benefits payable to him under his employment agreement with Hillman Canada through June 30, 2015, (ii) continued base salary for 18 months following his retirement date, (iii) the RRSP 2015 contribution of \$24,930 paid by Hillman Canada no later than November 15, 2015, (iv) continued use of his company vehicle (paid by Hillman Canada) through February 19, 2016, and (v) health, dental, and other applicable benefits continued until February 19, 2016.

The foregoing description is qualified in its entirety by reference to the Letter Agreement, a copy of which is furnished as Exhibit 10.2 to this Current Report on Form 8-K.

General Release with Robert J. Lackman

Mr. Lackman and the Company entered into the Release on February 27, 2015. The Release confirms Mr. Lackman's previously disclosed severance rights under his employment agreement. The Release also provides a consulting payment of \$50,000 payable within 90 days of Mr. Lackman's last day of employment if he has cooperated with the Company on post-termination transition issues. The Release also contains customary release and confidentiality provisions.

The foregoing description is qualified in its entirety by reference to the Release, a copy of which is furnished as Exhibit 10.3 to this Current Report on Form 8-K.

On March 4, 2015, the Company issued a press release relating to Mr. Leonard's new appointment. A copy of such press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

EXHIBIT NUMBER	DESCRIPTION
10.1	Employment Agreement between Jeffrey S. Leonard and The Hillman Group, Inc. dated March 4, 2015.
10.2	Letter Agreement between Jeffrey Jonsohn and The Hillman Group Canada ULC dated February 26, 2015.
10.3	General Release between Robert J. Lackman and The Hillman Companies, Inc. dated February 27, 2015.
99.1	Press Release dated March 4, 2015.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: March 4, 2015

THE HILLMAN COMPANIES, INC.

By: /s/ Anthony A. Vasconcellos
Name: Anthony A. Vasconcellos
Title: Chief Financial Officer

EXHIBIT LIST

EXHIBIT NUMBER	DESCRIPTION
10.1	Employment Agreement between Jeffrey S. Leonard and The Hillman Group, Inc. dated March 4, 2015.
10.2	Letter Agreement between Jeffrey Jonsohn and The Hillman Group Canada ULC dated February 26, 2015.
10.3	General Release between Robert J. Lackman and The Hillman Companies, Inc. dated February 27, 2015.
99.1	Press Release dated March 4, 2015.



March 4, 2015

Jeff Leonard
13572 Sunset Lakes Circle
Winter Garden, FL 34787

Re: Offer Letter

Dear Jeff:

We are pleased to offer you a position with The Hillman Group, Inc. (“Hillman” or the “Company”) as the Executive Vice President of Finance and Chief Financial Officer of the Company, reporting to the Chief Executive Officer. You will be based at the Company’s corporate headquarters, which are in Cincinnati, Ohio.

In accordance with our discussions, set forth below are the terms and conditions of your employment. This letter, and the exhibits attached hereto, when signed by you, will constitute your employment agreement with the Company (this “Agreement”).

1. Start Date. We look forward to a start date no later than March 16, 2015 (the “Start Date”) as mutually agreed. Your employment with the Company shall be on an at-will basis.

2. Time Commitment to Duties. You shall devote all of your business time to the proper and efficient performance of services under this Agreement.

3. Base Salary. Your initial Base Salary shall be at the rate of \$400,000 per annum, commencing as of the Start Date. Your Base Salary may be increased from time to time by the Board of Directors of the Company (the “Board”) or the Compensation Committee of the Board (the “Compensation Committee”), and we have agreed to increase your Base Salary to \$417,500 and \$435,000 respectively effective on the first and second anniversaries of your Start Date.

4. Annual Performance Bonus.

(a) *Amount*. For each complete calendar year of your employment, you shall have the opportunity to earn an annual bonus (the “Annual Performance Bonus”) pursuant to the terms of a performance-based bonus plan. The bonus plan will provide for performance-based targets to be agreed to annually by the Chief Executive Officer and the Board. If 100% of such bonus targets are met in a year, you shall be entitled to a bonus equal to 75% of your Base Salary for that year. If the Company and its subsidiaries perform at a level in excess of 100% of the bonus targets, you shall be entitled to a higher amount of bonus compensation up to a maximum of 150% of your Base Salary for that year in

accordance with the bonus plan. You shall be entitled to bonus compensation in a reduced amount if the Company and its subsidiaries perform at a level that is less than 100% of the bonus targets but in excess of a minimum level established by the Board. For the 2015 calendar year, your Annual Performance Bonus will be prorated from your Start Date.

(b) *Payment.* The amount of any Annual Performance Bonus in respect of a calendar year shall be paid to you in a lump sum payment at the same time that other members of senior management receive annual bonuses generally which shall be as soon as reasonably practicable after the Company's audited financial statements for such year are finalized, subject to your continued employment through the payment date (except as otherwise provided in Section 10 hereof).

5. Benefits.

(a) *General.* You shall be entitled to participate in all employee benefit plans, practices and programs maintained by the Company, as in effect from time to time. In addition, you shall be eligible to participate in the Company's deferred compensation plan and the executive supplemental long term disability plan and you shall receive a company car or car allowance not to exceed \$700 per month.

6. Business Expenses. You shall be entitled to reimbursement for all reasonable and necessary out-of-pocket business expenses incurred by you in connection with the performance of your duties hereunder in accordance with the Company's expense reimbursement policies and procedures.

7. Relocation Expenses. You will be paid a relocation allowance of \$25,000 for expenses related to your transition and relocation to Cincinnati. This relocation allowance will be grossed up for applicable withholding taxes and is further subject to your continued employment through March 16, 2016 unless Terminated Without Cause as defined in Section 10(b).

8. Vacation. You shall be entitled to twenty (20) working days of paid vacation per annum, accruing in accordance with the Company's vacation policy.

9. Equity Participation.

(a) You will be eligible to participate in the HMAN Group Holdings, Inc. Equity Investment Plan (the "Investment Plan") and HMAN Group Holdings, Inc. 2014 Equity Incentive Plan (the "Equity Plan"), subject to the terms of: the Equity Plan, the Nonqualified Stock Option Award Agreement (the "Option Award Agreement"), the terms of the Shareholders Agreement (the "Shareholders Agreement") and Subscription Agreement (the "Subscription Agreement") (all

attached hereto). Capitalized terms used but not otherwise defined in this Section 9 shall have the meanings ascribed thereto in the Shareholders Agreement, Subscription Agreement, Equity Plan, Option Award Agreement and the Investment Plan.

(b) In consideration of you entering into this Agreement, and as an inducement to join the Company, on the Start Date, Hillman will grant you the following equity investment right subject to the terms and conditions of the Shareholders Agreement, Subscription Agreement, and the Investment Plan which will set forth the terms of such award:

- (i) A minimum of \$500,000 worth of Common Shares, of which \$400,000 shall be funded by you in a lump sum at Hillman's request and upon receipt of your capital commitment, \$100,000 will be funded by Hillman in the form of a stock grant which is subject to your continued employment through March 16, 2016 unless Terminated Without Cause as defined in Section 10(b). You are responsible for any applicable taxes associated with the restricted stock grant.

(c) In consideration of you entering into this Agreement, and as an inducement to join the Company, on the Start Date, Hillman will grant you the following equity award subject to the terms and conditions of the Shareholders Agreement, the Equity Plan, and the Option Award Agreement which will set forth the terms of such award:

- (i) 2,861 Nonqualified Stock Options at a strike price of \$1,000 per share.

(d) You recognize that this right to participate in the Equity Plan and to receive the equity award described herein is an additional benefit that you would not have been entitled to but for the execution of this Agreement.

10. Termination of Employment.

(a) *Termination of Employment.* Your employment hereunder may be terminated by either the Company or by you at any time and for any reason; provided that, unless otherwise provided herein or in the event of a termination for "Cause," either party shall be required to give the other party at least thirty (30) days advance written notice of any termination of your employment. Upon termination of your employment, the Company will pay you, in a lump sum, within thirty (30) days after such termination of employment, (1) any Base Salary earned but not yet paid and (2) the amount of any business expenses incurred by you prior to such termination that were incurred in accordance with the Company's policies

and which have not yet been reimbursed (collectively, (1) and (2) being, the “Unpaid Amounts”).

(b) *Severance Upon Termination Without Cause or Resignation With Good Reason.* If your employment is terminated by the Company without “Cause,” or if you resign with Good Reason (as such terms are defined in the Shareholders Agreement and the Equity Plan), in addition to the Unpaid Amounts and subject to your compliance with the Restrictive Covenant Agreement referenced in Section 11 of this Agreement and your execution of a release of claims in favor of the Company, its affiliates and their respective officers and directors in a form provided by the Company (the “Release”) and such Release becoming effective and irrevocable in accordance with its terms within sixty (60) days following the date of termination, you shall be entitled to receive (i) continued Base Salary: for eighteen months following the date of termination if your termination date is on or prior to June 30, 2016 and for one year (twelve months) following the date of termination if your termination date is July 1, 2016 or later. Severance is payable in equal installments in accordance with the Company’s normal payroll practices, which shall commence on the date that is sixty (60) days following such termination of employment, provided that, prior to the date the Release has become effective and irrevocable, the first installment payment shall include all amounts of Base Salary that would otherwise have been paid to you during the period beginning on the date of termination and ending on the first payment date if no delay had been imposed; and (ii) a pro rated portion of the bonus for the year in which termination occurs as determined pursuant to Section 4(a) above. (the “Prorated Bonus”). The Prorated Bonus shall be paid in lump sum as soon as reasonably practicable after the Company’s audited financial statements for such year are finalized but in no event earlier than sixty (60) days following such termination date.

11. Restrictive Covenant Agreement. Prior to the issuance of the equity awards set forth in Section 9 you agree to execute the Restrictive Covenant Agreement attached to the Option Award Agreement as Exhibit B.

12. Assignment and Binding Effect. This Agreement shall be binding upon and inure to the benefit of you and your heirs, executors, administrators, estate, beneficiaries, and legal representatives. Neither this Agreement nor any rights or obligations under this Agreement shall be assignable by either party without the prior express written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the Company and its successors, assigns and legal representatives. Notwithstanding the foregoing, the Company may assign this Agreement to any existing or future subsidiary or affiliate of the Company, any purchaser of all or substantially all of the Company’s business or assets, any successor to the Company or any assignee thereof, whether direct or indirect, by purchase, merger, consolidation, operation of law or otherwise.

13. Choice of Law. This Agreement is made in Delaware and shall be construed and interpreted in accordance with the laws of Delaware. Each of the parties hereto agrees to the exclusive jurisdiction of the state and federal courts located in the State of Delaware for any and all actions between the parties. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, whether involving remedies at law or in equity, shall be adjudicated in Delaware. The parties hereby irrevocably waive any objection they may now or hereafter have to the laying of venue of any such action in such court(s), and further irrevocably waive any claim they may now or hereafter have that any such action brought in such court(s) has been brought in an inconvenient forum.

14. Integration. This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement, and supersedes all prior oral and written employment agreements or arrangements between the parties. This Agreement cannot be amended or modified except by a written agreement signed by you and the Company.

15. Waiver. No term, covenant or condition of this Agreement or any breach thereof shall be deemed waived, except with the written consent of the party against whom the waiver is claimed, and any waiver of any such term, covenant, condition or breach shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other term, covenant, condition or breach. No failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by either party hereto shall constitute a waiver thereof or shall preclude any other or further exercise of the same or any other right, power or remedy.

16. Severability. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid or illegal.

17. Tax Withholding. The Company shall deduct or withhold the minimum statutory amount to satisfy federal, state or local taxes required by law or regulation to be withheld with respect to any payment or benefit provided hereunder.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall together constitute an original hereof.

19. Section 409A of the Code. The Company intends for this Agreement to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") in accordance with the regulations and guidance promulgated thereunder (collectively "Section 409A"). In no event whatsoever will the Company be liable for any additional tax, interest or penalties that may be imposed

on you under Section 409A or any damages for failing to comply with Section 409A.

20. General Obligations. As an employee, you will be expected to adhere to the Company's standards of professionalism, loyalty, integrity and honesty. You will also be required to comply with the Company's policies and procedures. Further, your employment is contingent upon successful completion of the Company's application process including a pre-employment background check and providing proof of your eligibility to work in the United States.

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We are pleased to offer you this opportunity and look forward to our long and mutually rewarding relationship.

Very truly yours,

THE HILLMAN GROUP, INC.

By: /s/ James P. Waters
Name: James P. Waters
Title: CEO and President

Date: March 4, 2015

ACCEPTED AND AGREED:

JEFF LEONARD:

 /s/ Jeff Leonard

Date: March 4, 2015



H. Paulin & Co.,
 a division of The Hillman Group Canada ULC
 55 Milne Avenue
 Toronto, ON M1L 4N3
 Telephone (416) 694-3351
 Fax (416) 694-1869

Private and Confidential

February 26, 2015

Jeff Jonsohn

Dear Jeff,

This letter is to confirm the agreement made between you and H. Paulin & Co., A Division of The Hillman Group Canada ULC (the "Company") respecting the termination of your employment with the Company, which is to occur on June 30, 2015 (the "Retirement Date").

The Company has been extremely fortunate to have benefited from your experience, hard work and loyalty during your employment. You have consistently contributed in a positive manner to the growth and morale of this Company.

Regarding your Employment Agreement and the conversations you have had with me, the following sets out the agreement which has been made between you and the Company with respect to the termination of your employment:

1. You will continue to receive all compensation and benefits payable to you under your Employment Agreement with the Company up to and including the 30th day of June, 2015. Such compensation includes your current base salary, paid vacation, car expenses, reimbursement for expenses, employee benefits and your entitlement to participate in the Company's performance based bonus plan, which said entitlement will be paid to you on a pro-rated basis by no later than 90 days after the Company's fiscal year-end of December 31st, 2015
2. You will further receive Eighteen (18) month's base salary for a total payment of \$385,500.00, less applicable statutory deductions, paid according to the regular bi-weekly payroll schedule beginning the day after your actual retirement date
3. Your RRSP 2015 contribution of \$24,930 will be paid to you by the Company by no later than November 15, 2015.
4. You will receive continued use of your vehicle (paid by the Company) through February 19, 2016.
5. You will continue to receive health, dental and other applicable benefits continued until February 19, 2016.

Should you die or become disabled before all payments have been made to you under this agreement, all unpaid payments set out herein will be paid to your estate if you die or to you if you are disabled.

As you may be aware, your contract terms include the signing of a release. Please sign a duplicate copy of this letter as and where indicated below and return it to Douglas Roberts via email or regular mail by no later than March 1, 2015. You will also need to sign the release attached to your contract at the time of your actual retirement, but it is agreed that the Release shall not be treated or considered as a release or waiver of any rights, claims and actions which you have and which you may hereafter have against the Company and any of the Released Parties arising out of or under the agreement respect to the termination of your employment, as confirmed by and set out in this letter. If any provision in the said Release is in conflict with or inconsistent with any of the terms set out in this letter, the terms of this letter shall govern and prevail.

If you have any questions, please let me know.



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Sincerely,

/s/ Richard Paulin

Richard Paulin
President, The Hillman Group Canada, ULC
I have authority to bind the Company

To: The Hillman Group Canada, ULC (the "Company")

I confirm the above letter sets out the agreement made between me and the Company with respect to the termination of my employment.

Dated February 26, 2015

/s/ Jeff Jonsohn
Jeff Jonsohn

GENERAL RELEASE

I, Robert J. Lackman, in consideration of and subject to the performance by The Hillman Companies, Inc., a Delaware corporation (together with its subsidiaries, the "Company"), of its obligations under the Employment Agreement, dated as of September __, 2010, (the "Agreement"), do hereby release and forever discharge as of the date hereof Holdings (as defined below), the Company or any of their respective affiliates and all present and former directors, managers, officers, agents, representatives, employees, attorneys, affiliated or unaffiliated benefit plans and affiliated investment funds of Holdings, the Company and any of their respective affiliates and the direct or indirect owners of Holdings, the Company and any of their respective affiliates, and each of the foregoing persons successors and assigns and all persons acting by, through, under, or in concert with any such person, in their individual, corporate and official capacities (collectively, the "Released Parties") to the extent provided below.

1. I understand that any payments or benefits paid or granted to me under Section 4(d) of the Agreement represent, in part, consideration for signing this General Release and are not salary, wages or benefits to which I was already entitled. I understand and agree that I will not receive the payments and benefits specified in Section 4(d) of the Agreement unless I (X) execute this General Release within the twenty-one (21) day period following my receipt of this General Release and do not thereafter revoke it prior to the expiration of the Revocation Period (as defined below), (Y) continue to comply with the terms of this General Release, and (Z) continue to comply with the covenants set forth in the Agreement that survive the termination of my employment (including the restrictive covenants set forth in Section 7 of the Agreement). I also acknowledge and represent that I have received all payments and benefits that I am entitled to receive (as of the date hereof) by virtue of any employment by the Company. For the avoidance of doubt, the payments and benefits specified in Section 4(d) of the Agreement to which I shall be entitled (subject to my continued compliance with the terms of this General Release and the covenants set forth in the Agreement that survive the termination of my employment (including the restrictive covenants set forth in Section 7 of the Agreement)) following my execution of this General Release, without revocation during the Revocation Period, are limited to the following based on the Company's termination of my employment without cause and with my last day of employment being no later than February 27, 2015:

(a) a consulting payment in the amount of \$50,000 payable within ninety (90) days following my last day of employment, provided that I have cooperated with the Company, in the Company's opinion, on post-termination transition issues;

(b) a severance payment equivalent to my base salary in the gross amount of \$300,000.00, less applicable payroll deductions, payable during a one year period by continuation of regular payroll compensation payments beginning with the first regular payroll period no less than ten (10) days following my last day of employment;

(c) a Termination Bonus Amount (as defined in the Agreement) in the gross amount of \$47,537.67, less applicable payroll deductions, payable in a lump sum in the year following the date of termination at the same time that annual bonuses are paid to other senior executives of the Company;

(d) the Prorated Bonus (as defined in the Agreement). I acknowledge and agree that I am not entitled to any other or additional bonus amount (except for the Termination Bonus Amount and the Prorated Bonus) with respect to the Employment Period or thereafter;

(e) the Accrued Payments (as defined in the Agreement);

(f) health continuation coverage during the period beginning on the date of the termination and ending twelve months thereafter, at the Company's expense. For purposes of determining my rights to COBRA continuation coverage, the date of termination shall be the date of the COBRA qualifying event; and

(g) to the extent permitted by the Company's insurers, continuation of group life and disability coverages during the period beginning on the date of termination of employment and ending six months thereafter, at the Company's expense.

2. I hereby acknowledge and agree that all of the rights and options granted to me pursuant to the Nonqualified Stock Option Award Agreement, dated as of July 1, 2014, by and between Holdings and me, were unvested as of the date of termination of my employment with the Company and, accordingly, expired and were forfeited and terminated in all respects as of the date of termination of my employment and are no longer outstanding.
3. Except as provided in paragraph 5 below and except for the provisions of my Agreement which expressly survive the termination of my employment with the Company, I knowingly and voluntarily (for myself, my heirs, executors, administrators and assigns) release and forever discharge the Company and the other Released Parties from any and all claims, suits, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, both past and present (through the date this General Release becomes effective and enforceable) and whether known or unknown, suspected, or claimed against the Company or any of the Released Parties which I, my spouse, or any of my heirs, executors, administrators or assigns, may have, which arise out of or are connected with my employment with, or my separation or termination from, the Company (including, but not limited to, any allegation, claim or violation, arising under: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical

Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; any applicable Executive Order Programs; the Fair Labor Standards Act; or their state or local counterparts; or under any other federal, state or local civil or human rights law, or under any other local, state, or federal law, regulation or ordinance; or under any public policy, contract or tort, or under common law; or arising under any policies, practices or procedures of the Company; or any claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation; or any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters) (all of the foregoing collectively referred to herein as the "Claims").

4. I represent that I have made no assignment or transfer of any right, claim, demand, cause of action, or other matter covered by paragraph 3 above.
5. I agree that this General Release does not waive or release any rights or claims that I may have under the Age Discrimination in Employment Act of 1967 which arise after the date I execute this General Release. I acknowledge and agree that my separation from employment with the Company in compliance with the terms of the Agreement shall not serve as the basis for any claim or action (including, without limitation, any claim under the Age Discrimination in Employment Act of 1967).
6. In signing this General Release, I acknowledge and intend that it shall be effective as a bar to each and every one of the Claims hereinabove mentioned or implied. I expressly consent that this General Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Claims (notwithstanding any state statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated Claims), if any, as well as those relating to any other Claims hereinabove mentioned or implied. I acknowledge and agree that this waiver is an essential and material term of this General Release and that without such waiver the Company would not have agreed to the terms of the Agreement. I further agree that in the event I should bring a Claim seeking damages against the Company or any other Released Party, or in the event I should seek to recover against the Company or any other Released Party in any Claim brought by a governmental agency on my behalf, this General Release shall serve as a complete defense to such Claims. I further agree that I am not aware of any pending charge or complaint of the type described in paragraph 3 as of the execution of this General Release.
7. I agree that neither this General Release, nor the furnishing of the consideration for this General Release, shall be deemed or construed at any time to be an admission by the Company, any Released Party or myself of any improper or unlawful conduct.
8. I agree that this General Release is confidential and agree not to disclose any information regarding the terms of this General Release, except to my immediate

family and any tax, legal or other counsel I have consulted regarding the meaning or effect hereof or as required by law, and I will instruct each of the foregoing not to disclose the same to anyone. Notwithstanding anything herein to the contrary, each of the parties (and each affiliate and person acting on behalf of any such party) agree that each party (and each employee, representative, and other agent of such party) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of this transaction contemplated in the Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to such party or such person relating to such tax treatment and tax structure, except to the extent necessary to comply with any applicable federal or state securities laws. This authorization is not intended to permit disclosure of any other information including (without limitation) (i) any portion of any materials to the extent not related to the tax treatment or tax structure of this transaction, (ii) the identities of participants or potential participants in the Agreement, (iii) any financial information (except to the extent such information is related to the tax treatment or tax structure of this transaction), or (iv) any other term or detail not relevant to the tax treatment or the tax structure of this transaction.

9. Any non-disclosure provision in this General Release does not prohibit or restrict me (or my attorney) from responding to any inquiry about this General Release or its underlying facts and circumstances by the Securities and Exchange Commission (SEC), the National Association of Securities Dealers, Inc. (NASD), any other self-regulatory organization or governmental entity. I certify that I am not aware of Holdings or the Company engaging in, or any of their respective directors or senior executive officers having caused Holdings or the Company to engage in, any transaction or practice that would violate any federal or state law, nor am I aware of any conduct that would render Holdings or the Company or any of their respective officers' certifications in Holdings or the Company's financial statements, securities or other disclosure reports to be materially inaccurate; to the extent that I am aware of any such violation or inaccuracy it was promptly reported to Company's General Counsel and/or Chief Compliance Officer along with all relevant facts of which I am aware.
10. I agree to reasonably cooperate with the Company in any internal investigation, any administrative, regulatory, or judicial proceeding or any dispute with a third party. I understand and agree that my cooperation may include, but not be limited to, making myself available to the Company upon reasonable notice for interviews and factual investigations; appearing at the Company's request to give testimony without requiring service of a subpoena or other legal process; volunteering to the Company pertinent information; and turning over to the Company all relevant documents which are or may come into my possession all at times and on schedules that are reasonably consistent with my other permitted activities and commitments. I understand that in the event the Company asks for my cooperation in accordance with this provision, the Company will reimburse me solely for reasonable travel expenses, (including lodging and meals), upon my submission of receipts.

11. I agree not to disparage Holdings, the Company, or any of their affiliates or any of their respective past and present direct or indirect investors, officers, directors or employees and to keep all confidential and proprietary information about the past or present business affairs of Holdings, the Company, and their respective affiliates confidential unless a prior written release from the Company is obtained. I further agree that as of the date hereof, I have returned to the Company any and all property, tangible or intangible, relating to its business, which I possessed or had control over at any time (including, but not limited to, company-provided credit cards, building or office access cards, keys, computer equipment, manuals, files, documents, records, software, customer data base and other data) and that I shall not retain any copies, compilations, extracts, excerpts, summaries or other notes of any such manuals, files, documents, records, software, customer data base or other data.
12. Notwithstanding anything in this General Release to the contrary, this General Release shall not relinquish, diminish, or in any way affect any rights or claims arising out of any breach by the Company or by any Released Party of the Agreement after the date hereof.
13. Whenever possible, each provision of this General Release shall be interpreted in, such manner as to be effective and valid under applicable law, but if any provision of this General Release is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or any other jurisdiction, but this General Release shall be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision had never been contained herein.

BY SIGNING THIS GENERAL RELEASE, I REPRESENT AND AGREE THAT:

- (a) I HAVE READ IT CAREFULLY;
- (b) I UNDERSTAND ALL OF ITS TERMS AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS, INCLUDING BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963, THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;
- (c) I VOLUNTARILY CONSENT TO EVERYTHING IN IT;
- (d) I HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND I HAVE DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION I HAVE CHOSEN NOT TO DO SO OF MY OWN VOLITION;

- (e) I HAVE HAD AT LEAST 21 DAYS FROM THE DATE OF MY RECEIPT OF THIS GENERAL RELEASE SUBSTANTIALLY IN ITS FINAL FORM ON FEBRUARY 27, 2015 TO CONSIDER IT AND THE CHANGES MADE SINCE THE FEBRUARY 27, 2015 VERSION OF THIS GENERAL RELEASE ARE NOT MATERIAL AND WILL NOT RESTART THE REQUIRED 21-DAY PERIOD;
- (f) THE CHANGES TO THE AGREEMENT SINCE FEBRUARY 27, 2015 EITHER ARE NOT MATERIAL OR WERE MADE AT MY REQUEST.
- (g) I UNDERSTAND THAT I HAVE SEVEN DAYS AFTER THE EXECUTION OF THIS GENERAL RELEASE (THE "REVOCATION PERIOD") TO REVOKE IT AND THAT THIS GENERAL RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED AND I HAVE NOT TIMELY SERVED A NOTICE OF REVOCATION TO THE COMPANY PRIOR TO THAT DATE;
- (h) I HAVE SIGNED THIS GENERAL RELEASE KNOWINGLY AND VOLUNTARILY AND WITH THE ADVICE OF ANY COUNSEL RETAINED TO ADVISE ME WITH RESPECT TO IT; AND
- (i) I AGREE THAT THE PROVISIONS OF THIS GENERAL RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY AND BY ME.

IN WITNESS WHEREOF, intending to be forever legally bound hereby, the undersigned has executed this General Release as of the date written below.

DATE: February 27, 2015

/s/ Robert J. Lackman

Robert J. Lackman

APPROVED AND ACCEPTED:

THE HILLMAN COMPANIES, INC.

By: /s/ James P. Waters

James P. Waters
President and CEO
February 27, 2015



LEONARD JOINS THE HILLMAN COMPANIES

Cincinnati, OH, March 4, 2015 – The Hillman Companies, Inc. (NYSE-Amex: HLM.Pr) (the “Company” or “Hillman”) and The Hillman Group, Inc., a subsidiary of the Company, announced today that Jeffrey S. Leonard will join Hillman as Executive Vice President of Finance on March 16, 2015 and will be appointed as Chief Financial Officer on April 1, 2015.

Mr. Leonard, age 47, is a seasoned business executive with broad experience across various industries. Throughout his career, Mr. Leonard has been actively involved with mergers and acquisitions, strategic business development, and building world class financial teams. Former roles include serving as the Executive Vice President and Chief Financial Officer of Baker & Taylor, Inc., a \$1.6 billion private equity owned distributor of physical and digital books as well as video and music products. Prior to 2008, Mr. Leonard was Senior Vice President, Financial Planning and Analysis and Treasurer of Houghton Mifflin Harcourt/Harcourt Education Group. Prior to 2006, Mr. Leonard was Vice President, Operations Finance and held other positions with HD Supply/Hughes Supply, Inc. Prior to 1999, Mr. Leonard was Corporate Controller of Planet Hollywood, Inc. Mr. Leonard began his career as an Audit Manager with PriceWaterhouseCoopers from 1990 to 1996. Mr. Leonard holds a B.S. degree in Accounting and a Master of Accountancy degree from Miami University and is a certified public accountant (inactive).

James P. Waters, CEO, commented: “We are very pleased to bring Mr. Leonard on board. We believe that his experiences will greatly benefit the company and its customers in this period of continued expansion. Jeff, working together with the rest of the Hillman executive team, is well positioned to carry on Hillman’s established tradition of strong customer service as a leading distributor in the hardware industry.”

About The Hillman Companies

Founded in 1964 and headquartered in Cincinnati, Ohio, Hillman is a leading value-added distributor of fasteners, key duplication systems, engraved tags, and related hardware items to over 26,000 retail customers in the U.S., Canada, Mexico, South America, and Australia, including home improvement centers, mass merchants, national and regional hardware stores, pet supply stores, and other retailers. Hillman provides a comprehensive solution to its retail customers for managing SKU-intensive, complex home improvement categories. Hillman also offers its customers additional services, such as inventory management and in-store merchandising services.

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The Hillman Companies Contact:

+1 513-851-4900, ext. 60292