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): May 28, 2010

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

Delaware	**001-13293**	**23-2874736**
(State or other jurisdiction of incorporation)	(Commission File No.)	(I.R.S. Employer Identification No.)

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))

Item 1.01 Entry into a Material Definitive Agreement.

On May 28, 2010 (the "Closing Date"), The Hillman Companies, Inc. (the "Company") completed its previously announced merger (the "Merger") with an entity controlled by affiliates of Oak Hill Capital Partners, L.P. ("Oak Hill Capital Partners"). For more information, see the disclosure in Item 8.01 below.

In connection with the closing of the Merger, on the Closing Date, The Hillman Group, Inc. ("Hillman Group") closed its previously announced offering of $150 million aggregate principal amount of 10.875% Senior Notes due 2018 (the "Notes") and the Company and certain of its subsidiaries closed its new $320 million senior secured first lien credit facility (the "Senior Facilities"), consisting of a $290 million term loan and a $30 million revolving credit facility. The Company and its subsidiaries used the initial borrowings under the Senior Facilities, the equity contribution made by affiliates of Oak Hill Capital Partners and the proceeds from the offering of the Notes to fund the cash consideration in the Merger, to repay its and their existing senior term loan and to fund outstanding subordinated notes, to redeem the shares of preferred stock of Hillman Investment Company, to fund the Quick-Tag Acquisition (as defined below) and to pay related fees, expenses and other related payments.

Note Purchase Agreement and Joinder Agreement

In connection with the closing of the Notes offering, Hillman Group and each of the Note Guarantors (as defined below) entered into a Joinder Agreement, dated as of the Closing Date (the "Joinder Agreement"), with the initial purchasers of the Notes (the "Initial Purchasers") pursuant to which Hillman Group and each of the Note Guarantors became parties to the Purchase Agreement, dated May 18, 2010, between OHCP HM Merger Sub Corp. ("Merger Sub") and the Initial Purchasers (together with the Joinder Agreement, the "Note Purchase Agreement"). Pursuant to the Note Purchase Agreement, the Initial Purchasers agreed to purchase, and Hillman Group agreed to sell, the Notes, which the Initial Purchasers re-sold in an offering exempt from registration under the Securities Act of 1933, as amended. The Note Purchase Agreement contains warranties, covenants and closing conditions that are customary for transactions of this type. In addition, the Hillman Group and the Note Guarantors have agreed to indemnify the Initial Purchasers against certain liabilities arising from the transactions under the Note Purchase Agreement, including liabilities under the federal securities laws. The Note Purchase Agreement also contains customary contribution provisions.

The Initial Purchasers and their affiliates from time to time have provided or in the future may provide various investment and commercial banking and financial advisory services to the Company and its affiliates and subsidiaries (including in connection with the Merger), for which they have received customary fees and commissions and they expect to provide these services to the Company and its affiliates in the future, for which they expect to receive customary fees and commissions. In addition, affiliates of the Initial Purchasers from time to time have acted as agents and lenders to us under the Company's credit facilities in effect prior to the Merger, for which services they have received customary compensation. The Company's existing credit

facility was repaid with the net proceeds from the sale of the Notes and other funding sources of the Company as described above. In addition, affiliates of certain of the Initial Purchasers are lenders or agents under the Senior Facilities.

This summary does not purport to be complete and is qualified in its entirety by reference to the Joinder Agreement and the Note Purchase Agreement, both of which will be filed as exhibits to the Company's next quarterly report on Form 10-Q. Interested parties should read these documents in their entirety.

10.875% Senior Notes due 2018

On the Closing Date, Hillman Group issued $150 million in aggregate principal amount of the Notes. The Notes were issued pursuant to an Indenture (the "Indenture"), dated as of the Closing Date, by and among (i) Hillman Group, (ii) the Company, Hillman Investment Company, All Points Industries, Inc., and SunSub C Inc.(collectively, the "Note Guarantors") and (iii) Wells Fargo Bank, National Association, as trustee (the "Trustee"). The Note Guarantors have issued guarantees (collectively, the "Guarantees") of Hillman Group's obligations under the Notes and the Indenture on a senior unsecured basis.

The holders of the Notes and the Note Guarantees will have certain registration rights pursuant to a Registration Rights Agreement (the "Registration Rights Agreement"), dated as of the Closing Date, by and among Hillman Group, the Note Guarantors and the Initial Purchasers.

Certain terms and conditions of the Notes, the Indenture and the Registration Rights Agreement are as follows:

Maturity. The Notes mature on June 1, 2018.

Interest. The Notes accrue interest of 10.875% per year. Interest on the Notes is paid semi-annually on each June 1 and December 1, commencing on December 1, 2010.

Ranking. The Notes are general unsecured, senior obligations of Hillman Group that effectively rank subordinate to all existing and future secured indebtedness, including indebtedness under the new Senior Facilities, to the extent of the value of the collateral securing such indebtedness. The Notes structurally rank subordinate to all existing and future indebtedness and other liabilities, including trade payables, of any non-guarantor subsidiaries (other than indebtedness and other liabilities owed to Hillman Group). The Notes rank equal in right of payment to all existing and future senior unsecured indebtedness and senior in right of payment to all future subordinated indebtedness.

Guarantees. The Notes are unconditionally guaranteed, jointly and severally, on a senior unsecured basis by the Note Guarantors. Each guarantee effectively ranks subordinate to all existing and future secured indebtedness, including the indebtedness under the new Senior Facilities, to the extent of the value of the collateral securing such indebtedness. Each guarantee

structurally ranks subordinate to all existing and future indebtedness and other liabilities, including trade payables, of any non-guarantor subsidiaries (other than indebtedness and other liabilities owed to Hillman Group). Each guarantee ranks equal in right of payment to all existing and future senior unsecured indebtedness and senior in right of payment to all future subordinated indebtedness.

Optional Redemption. Hillman Group has the option to redeem the Notes prior to June 1, 2014 at a redemption price equal to 100% of the principal amount plus a make-whole premium and accrued and unpaid interest to the date of redemption. At any time on or after June 1, 2014, Hillman Group may redeem some or all of the Notes at certain fixed redemption prices expressed as percentages of the principal amount, plus accrued and unpaid interest. At any time prior to June 1, 2013, Hillman Group may, from time to time, redeem up to 35% of the aggregate principal amount of the Notes with the net cash proceeds received by Hillman Group from certain equity offerings at a price equal to 110.875% of the principal amount of the Notes redeemed, plus accrued and unpaid interest, if any, to the date of redemption, provided that the redemption occurs within 90 days of the closing date of such equity offering, and at least 65% of the aggregate principal amount of the Notes remains outstanding immediately thereafter.

Change of Control. If a change of control occurs, each holder of notes may require Hillman Group to repurchase all or a portion of its Notes for cash at a price equal to 101% of the aggregate principal amount of such notes, plus any accrued or unpaid interest to, but not including, the date of repurchase.

Covenants. The Indenture governing the Notes contains covenants limiting, among other things, the ability of Hillman Group and its direct and indirect restricted subsidiaries to sell assets; pay dividends or make other distributions or repurchase or redeem their capital stock or make restricted payments in respect of subordinated indebtedness; make investments; incur additional indebtedness and issue preferred stock; create certain liens; enter into agreements that restrict dividends or other payments from the restricted subsidiaries of Hillman Group to Hillman Group; consolidate, merge or transfer all or substantially all of the assets of Hillman Group; engage in transactions with affiliates; and create unrestricted subsidiaries. These covenants are subject to a number of important exceptions and qualifications.

Events of Default. The Indenture contains customary events of default which could, subject to certain conditions, cause the Notes to become immediately due and payable, including, but not limited to, the failure to make premium or interest payments; failure by Hillman Group to accept and pay for notes tendered when and as required by the change of control and asset sale provisions of the Indenture; failure to comply with the merger covenant in the Indenture; failure to comply with certain agreements in the Indenture following notice by the Trustee or the holders of at least 25% in aggregate principal amount of the Notes then outstanding voting as a single class; a default under any mortgage, indenture or instrument caused by a failure to pay any indebtedness at final maturity after the expiration of any applicable grace period or that results in the acceleration of any indebtedness prior to its express maturity, if the amount of such indebtedness aggregates $10 million or more; failure to pay final judgments entered by a court or courts of competent jurisdiction aggregating $10.0 million or more (excluding amounts covered

by insurance), which judgments are not paid, discharged or stayed, for a period of 60 days; andcertain events of bankruptcy or insolvency.

Exchange Offer and Registration Rights. Pursuant to the Registration Rights Agreement, Hillman Group is obligated to file with the Securities and Exchange Commission (the "SEC"), within 180 days of the Closing Date, a registration statement enabling holders of the Notes to exchange the privately placed Notes for publicly registered notes with substantially identical terms and to use all commercially reasonable efforts to have such registration statement declared effective within 270 days of the Closing Date. In addition, under certain circumstances, Hillman Group is obligated to use its commercially reasonable efforts to file and cause to become effective a shelf registration statement covering the resale of the Notes. Hillman Group will pay special interest on the Notes if it does not comply with certain of its obligations under the Registration Rights Agreement.

This summary does not purport to be complete and is qualified in its entirety by reference to the Notes, the Indenture and the Registration Rights Agreement, all of which will be filed as exhibits to the Company's next quarterly report on Form 10-Q. Interested parties should read these documents in their entirety.

New Credit Facilities

Effective as of the Closing Date, the Company, as successor to Merger Sub (the "Borrower"), Hillman Group, Hillman Investment Company, OHCP HM Acquisition Corp. (the "Purchaser") and Merger Sub entered into a Credit Agreement, dated as of the Closing Date (the "Credit Agreement"), with Barclays Bank PLC, as Administrative Agent, Issuing Lender and Swingline Lender, Barclays Capital and Morgan Stanley Senior Funding, Inc., as Joint Lead Arrangers and Syndication Agents, Barclays Capital, Morgan Stanley Senior Funding, Inc. and GE Capital Markets, Inc., as Joint Bookrunners, General Electric Capital Corporation, as Documentation Agent, and the lenders party thereto. The Senior Facilities under the Credit Agreement consist of a $290 million senior secured first lien term loan facility and a $30 million senior secured first lien revolving credit facility. The obligations under the Senior Facilities will be secured by first priority security interests in substantially all of the tangible and intangible assets of the Borrower and each of the Borrower's direct and indirect domestic subsidiaries. Effective as of June 1, 2010, Hillman Group became a co-borrower and co-obligor under the Senior Facilities pursuant to a Borrower Assumption Agreement, dated as of June 1, 2010 (the "Assumption Agreement"), by and among the Company, Hillman Group and Barclays Bank PLC. At the closing, the Company borrowed the full amount of the senior secured first lien term loan and $600,000 under the senior secured first lien revolving credit facility.

All amounts outstanding under the Senior Facilities will bear interest at the Borrower's option at a rate*per annum* equal to the Base Rate (as defined below) plus 2.75% or the reserve adjusted Eurodollar Rate plus 3.75%. "Base Rate" means a fluctuating rate *per annum* equal to the greatest of (w) the rate quoted in *The Wall Street Journal* as the "Prime Rate" in the United States or, if *The Wall Street Journal* ceases to quote such rate, the highest *per annum* interest rate

published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein or any similar release by the Federal Reserve Board, (x) the Federal Funds effective rate plus ½ of 1.0%, (y) 2.75% and (z) the one-month reserve adjusted Eurodollar Rate plus 1.0%. "Reserve adjusted Eurodollar Rate" means the greater of (x) 1.75% and (y) the fluctuating rate *per annum* equal to the rate obtained by dividing (A)(i) the rate *per annum* equal to the rate reasonably determined by Barclays Bank PLC, in its capacity as administrative agent (the "Administrative Agent") to be the offered rate appearing on the page of the Reuters Screen or other screen or service in the event that the rate does not appear on such page which displays an average British Bankers Association Interest Settlement Rate or (A)(ii) in the event the rates referenced in the preceding clause are not available, the rate *per annum* equal to the offered quotation rate by first class banks in the London interbank market to the Administrative Agent, by (B) an amount equal to (i) one minus (ii) the Applicable Reserve Requirement. "Applicable Reserve Requirement" means the maximum rate at which reserves are required to be maintained with respect to any Eurodollar Loan against "Eurocurrency liabilities" (as such term is defined in Regulation D) under regulations issued from time to time by the Board of Governors of the Federal Reserve System or other applicable banking regulator. Interest payments will generally be payable on a quarterly basis.

The maturity date of the term loan is the sixth anniversary of the Closing Date, and the maturity date of the revolving credit facility is the fifth anniversary of the Closing Date. Outstanding principal amounts of the term loan will be payable in equal quarterly amounts of 1.0% *per annum* prior to the maturity date, with the remaining balance, together with all other amounts owed with respect thereto, payable on the maturity date of the term loan. No amortization will be required with respect to the revolving credit facility.

In connection with the closing of the Senior Facilities, the Borrower paid closing fees to each of the lenders in an amount equal to 0.50% of the stated principal amount of such lender's loan under the term loan facility and 2.00% of the stated principal amount of such lender's funded and unfunded commitment under the revolving credit facility. Such fees totaled $2,050,000. In addition, the Borrower will pay commitment fees on a quarterly basis equal to 0.75% *per annum* times the daily average undrawn portion of the revolving credit facility and letter of credit fees, as applicable.

In connection with the Senior Facilities, the Purchaser, the Borrower, Hillman Group and the direct domestic subsidiaries of Hillman Group have made certain representations and warranties and are required to comply with various covenants (including certain financial covenants relating to minimum interest coverage and maximum leverage), reporting requirements and other customary requirements for similar facilities. The Senior Facilities are subject to customary events of default included in financing transactions, including failure to make payments when due, default under other material indebtedness, breach of certain covenants, breach of certain representations and warranties, involuntary or voluntary bankruptcy, and material judgments. During the continuation of an event of default, the Borrower must pay interest at a default rate.

For more information regarding certain of the lenders and agents, see "–Note Purchase Agreement and Joinder Agreement" above.

This summary does not purport to be complete and is qualified in its entirety by reference to the Credit Agreement and the Assumption Agreement described above, which will be filed as exhibits to the Company's next quarterly report on Form 10-Q. Interested parties should read these documents in their entirety.

Item 1.02 Termination of a Material Definitive Agreement.

In connection with the Merger, the Company repaid all of its outstanding indebtedness under its Amended and Restated Credit Agreement dated as of July 31, 2006, by and among the Company, Hillman Investment Company, Hillman Group, Merrill Lynch Capital as Administrative Agent, Issuing Lender and Swingline Lender, JP Morgan Chase Bank as Syndication Agent, and Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated and JP Morgan Securities as Joint Lead Arrangers and Joint Lead Bookrunners and under its Loan Agreement dated March 31, 2004 and as amended, by and among The Company, Hillman Investment Company, Hillman Group and Allied Capital Corporation. Upon repayment of such indebtedness, each of these agreements was terminated.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information contained in Item 1.01 above regarding the Notes offering and the Senior Facilities is hereby incorporated by reference into this Item 2.03.

Item 5.01 Changes in Control of Registrant.

As a result of the Merger, a change in control of the Company occurred. The disclosure under Item 8.01 is incorporated herein by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

In connection with the closing of the Merger, Andrew W. Code, Peter M. Gotsch, Larry Wilton and Shael J. Dolman tendered their resignations as directors of the Company. Mr. Wilton served as a member of our audit committee at the time of his resignation.

In addition, in connection with the closing of the Merger, Robert L. Caulk, Michael S. Green, David Jones, Alan Lacy, Kevin Mailender and Tyler Wolfram were elected by the Company's remaining members of the board of directors to serve as directors of the Company effective immediately. Mr. Tyler Wolfram was elected to serve as Chairman of the board of

directors. Messrs. Wolfram and Green are Partners of Oak Hill Capital Partners, Mr. Mailender is a Principal of Oak Hill Capital Partners, and Messrs. Lacy and Jones are Senior Advisers to Oak Hill Capital Partners. The Company was acquired in the Merger by affiliates of Oak Hill Capital Partners.

Robert L. Caulk

Mr. Caulk, age 58, is the Chairman of Bushnell Outdoor Products, a global manufacturer and marketer of sports optics and outdoor accessories. He was the Chairman and Chief Executive Officer of United Industries Corporation, a manufacturer and marketer of consumer products, from 2001 through 2005 and was its President and Chief Executive Officer from 1999 to 2001. He served as the President and Chief Executive Officer of Spectrum Brands, North America, following its acquisition of United Industries in 2005, until February 2006. Mr. Caulk also serves as a director on several corporate and non-profit boards, including Menard, Inc., Sligh Furniture Company and the St. Louis Academy of Science. Mr. Caulk was selected to serve on our board of directors due to his extensive management experience.

Michael S. Green

Mr. Green, age 37, has been a Partner of Oak Hill Capital Partners since 2007 and prior to that was a Principal at Oak Hill Capital Partners between 2000 and 2007. Mr. Green served on the board of directors of Duane Reade Holdings from 2004 until April 2010 and currently serves on the board of directors of NSA International, Inc. Mr. Green was selected to serve on our board of directors due to his financial, investment and business experience.

David Jones

Mr. Jones, age 60, has been Senior Adviser to Oak Hill Capital Partners since February 2008. Between 1996 and May 2007, Mr. Jones was Chairman and Chief Executive Officer of Spectrum Brands, Inc. (formerly Rayovac Corporation), a global consumer products company with major businesses in batteries, lighting, shaving/grooming, personal care, lawn and garden, household insecticide and pet supply product categories. From 1996 to April 1998, he also served Rayovac as President. After Mr. Jones was no longer an executive officer of Spectrum Brands, it filed a voluntary petition for reorganization under Chapter 11 of the United States Bankruptcy Code in March 2009 and exited from bankruptcy proceedings in August 2009. From 1995 to 1996, Mr. Jones was Chief Operating Officer, Chief Executive Officer, and Chairman of the Board of Directors of Thermoscan, Inc. From 1989 to 1994, he served as President and Chief Executive Officer of The Regina Company. Mr. Jones also served as a director of Simmons Bedding Company from January 2000 to January 2010, as a director of Spectrum Brands from September 1996 to August 2007, and as a director of Tyson Foods, Inc. from October 1999 to July 2005. Mr. Jones was selected to serve on our board of directors due to his extensive management experience.

Alan Lacy

Mr. Lacy, age 56, has been a Senior Adviser to Oak Hill Capital Partners since July 2007. Mr. Lacy is the former Vice Chairman and Chief Executive Officer of Sears Holdings Corporation, which formed as a result of the merger of Sears, Roebuck and Co. and Kmart Holding Corporation. He served as Vice Chairman from March 2005 through July 2006 and as Chief Executive Officer from March 2005 through September 2005. He previously served Sears, Roebuck and Co. as Chairman of the Board from December 2000, and as President and Chief Executive Officer from October 2000. Mr. Lacy was the Chairman of the Board of Sears Canada, Inc. from 2000 through 2006. Mr. Lacy has been a director of Bristol-Myers Squibb Company since 2008, and a director of The Western Union Company since 2006 and is a Trustee of Fidelity Funds. Mr. Lacy was selected to serve on our board of directors due to his extensive management experience.

Kevin Mailender

Mr. Mailender, age 32, has been a Principal of Oak Hill Capital Partners since 2008 and previously was a Vice President of Oak Hill Capital Partners between 2004 and 2008. Mr. Mailender was selected to serve on our board of directors due to his financial, investment and business experience.

Tyler Wolfram

Mr. Wolfram, age 43, is currently a Partner of Oak Hill Capital Partners, where he has been since 2001. Mr. Wolfram served on the board of directors of Duane Reade Holdings from 2004 until April 2010 and currently serves on the board of directors of NSA International, Inc. Mr. Wolfram was selected to serve as the Chairman of our board of directors due to his financial, investment and business experience.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

In connection with the Merger, the Company filed a Certificate of Merger on the Closing Date, which amended and restated the certificate of incorporation of the Company to reflect the capital structure and governance structure of the Company following the completion of the Merger. A corresponding amendment and restatement of the Company's By-laws was adopted by the Company's board of directors on the Closing Date.

Copies of the Certificate of Merger and Amended and Restated Bylaws of the Company are attached hereto as Exhibit 3.1 and Exhibit 3.2, respectively. Interested parties should read these documents in their entirety.

Item 8.01 Other Events.

Closing of the Merger.

On May 28, 2010, the Company completed its merger with the Merger Sub, with the Company being the surviving corporation, pursuant to the Agreement and Plan of Merger (the "Merger Agreement"), dated April 21, 2010, by and among the Company, Merger Sub, OHCP HM Acquisition Corp., a Delaware corporation and the sole stockholder of Merger Sub, and THC Representative, LLC, a Delaware limited liability company, acting as the representative of the Company's stockholders and optionholders. As a result of the Merger, the Company became a wholly owned subsidiary of the Purchaser.

In the Merger, each share of Class A Preferred Stock of the Company, par value $0.01 per share (the "Preferred Stock"), issued and outstanding immediately prior to the effective time of the Merger, was converted into an amount equal to $2030.26 in cash.

In the Merger, each share of Class A Common Stock of the Company, par value $0.01 per share (the "Class A Common Stock"), Class B Common Stock of the Company, par value $0.01 per share (the "Class B Common Stock"), and Class C Common Stock of the Company, par value $0.01 per share (the "Class C Common Stock", and together with the Class A Common Stock and the Class B Common Stock, the "Common Stock"), issued and outstanding immediately prior to the effective time of the Merger, except for the Rollover Shares (as defined below), was converted into an amount, in cash, equal to $18,115.89. Each share of Common Stock (except for the Rollover Shares) was thereafter immediately cancelled.

A portion of the shares of Class A Common Stock and Class B Common Stock, all of which are held by certain members of Hillman's management team (the "Rollover Shares"), were not converted in exchange for cash as part of the Merger. Instead, such shares were exchanged for a number of shares of common stock of the Purchaser, par value $0.01 per share, having an aggregate dollar value equal to $11,100,000.

In connection with the closing of the Merger, Hillman Investment Company, a wholly-owned subsidiary of the Company, redeemed each outstanding share of its Class A Preferred Stock, par value $0.01 per share (the "Hillman Investment Company Preferred Stock") at an amount equal to $1,968.71.

Each option to purchase the Common Stock, each option to purchase the Preferred Stock and each option to purchase the Hillman Investment Company Preferred Stock that were not fully vested and exercisable as of the closing of the Merger automatically became fully vested and exercisable as of the closing of the Merger. The holders of stock options were paid an amount based on the relevant merger consideration or redemption price, the applicable exercise price and the number and type of shares underlying such stock options.

Hillman's publicly traded trust preferred securities remain outstanding, were not converted or exchanged, and continue to trade on the NYSE-AMEX under the ticker symbol "HLM_Pr".

Concurrently with the closing of the Merger, the Company closed its previously announced acquisition from Quick-Tag Holdings and Quick-Tag Inc. of a license and patents related to Quick Tag (the "Quick-Tag Acquisition") for purchase price of $11.5 million.

A copy of the press release announcing the closing of the Merger and the Quick-Tag Acquisition is attached as Exhibit 99.1 hereto.

Notes Offering Press Release

On May 19, 2010, Hillman Group issued a press release announcing the pricing of its previously announced senior notes offering. A copy of such press release is attached as Exhibit 99.2 hereto.

Item 9.01 Financial Statements and Exhibits

(a) Not Applicable.

(b) Not Applicable.

(c) Not Applicable.

(d) *Exhibits*

EXHIBIT NUMBER	DESCRIPTION
3.1	Certificate of Merger of OHCP HM Merger Sub Corp. with and into The Hillman Companies, Inc., dated May 28, 2010.
3.2	Amended and Restated By-Laws of The Hillman Companies, Inc. (effective as of May 28, 2010).
99.1	Press Release dated May 28, 2010.
99.2	Press Release dated May 19, 2010.

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: June 4, 2010

THE HILLMAN COMPANIES, INC.

/s/ James P. Waters

By: _____

Name: James P. Waters
Title: Chief Financial Officer

EXHIBIT LIST

EXHIBIT NUMBER	DESCRIPTION
3.1	Certificate of Merger of OHCP HM Merger Sub Corp. with and into The Hillman Companies, Inc., dated May 28, 2010.
3.2	Amended and Restated By-Laws of The Hillman Companies, Inc. (effective as of May 28, 2010).
99.1	Press Release dated May 28, 2010.
99.2	Press Release dated May 19, 2010.

CERTIFICATE OF MERGER OF

OHCP HM MERGER SUB CORP.

WITH AND INTO

THE HILLMAN COMPANIES, INC.

Pursuant to Section 251 of the
General Corporation Law of the State of Delaware

The undersigned corporation, organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify that:

FIRST: The name and state of incorporation of each of the constituent corporations of the merger is as follows:

Name	State of Incorporation
OHCP HM Merger Sub Corp. (the "Merger Sub")	Delaware
The Hillman Companies, Inc. (the "Company")	Delaware

SECOND: The Agreement and Plan of Merger (the "Agreement and Plan of Merger"), dated as of April 21, 2010, by and among OHCP HM Acquisition Corp., a Delaware corporation, the Company, the Merger Sub, and THC Representative, LLC, a Delaware limited liability company has been approved, adopted, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 251 (and, with respect to Merger Sub, by the written consent of its sole stockholder in accordance with Section 228) of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation of the merger is The Hillman Companies, Inc. (the "Surviving Corporation").

FOURTH: The Restated Certificate of Incorporation of the Company as in effect immediately prior to the merger shall be amended as set forth in Annex 1 hereto and, as so amended, shall be the Second Amended and Restated Certificate of Incorporation of the Surviving Corporation until thereafter amended in accordance with applicable law and such Certificate of Incorporation.

FIFTH: A copy of the executed Agreement and Plan of Merger is on file at the principal place of business of the Surviving Corporation, the address of which is 10590 Hamilton Avenue, Cincinnati, Ohio 45231.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any constituent corporation.

IN WITNESS WHEREOF, The Hillman Companies, Inc. has caused this certificate to be signed as of the 28th day of May, 2010.

THE HILLMAN COMPANIES, INC.

By: /s/ James P. Waters
Name: James P. Waters
Title: Chief Financial Officer

SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
THE HILLMAN COMPANIES, INC.

1. Name. The name of the corporation is The Hillman Companies, Inc.

2 . Address; Registered Office and Agent. The address of the Corporation's registered office is 1209 Orange Street, in the City of Wilmington, County of New Castle, 19801. The name of the registered agent at such address is The Corporation Trust Company.

3. Corporate Purposes. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

4. Capital Stock:

4.1 The total number of shares of all classes of stock that the Corporation shall have authority to issue is 10,000 shares, divided into (A) 5,000 shares of Common Stock, with the par value of $0.01 per share (the "Common Stock"), and (B) 5,000 shares of Preferred Stock, with the par value of $0.01 per share (the "Preferred Stock"). The authorized number of shares of any class of stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote, and no separate vote of such class of stock the authorized number of which is to be increased or decreased shall be necessary to effect such change.

4.2 The Board of Directors of the Corporation (the "Board") is hereby authorized, by resolution or resolutions thereof, to provide, out of the unissued shares of Preferred Stock, for series of Preferred Stock and, with respect to each such series, to fix the number of shares constituting such series and the designation of such series, the voting and other powers (if any) of the shares of such series, and the preferences and any relative, participating, optional or other special rights and any qualifications, limitations or restrictions thereof, of the shares of such series. The powers, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding.

4.3 Except as may otherwise be provided in this Certificate of Incorporation or by applicable law, each holder of Common Stock, as such, shall be entitled to one vote for each share of Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote. Except as may otherwise be provided in this Certificate of Incorporation (including any certificate filed with the Secretary of State of the State of Delaware establishing the terms of a series of Preferred Stock in accordance with Section 4.2) or by applicable law, no holder of any series of Preferred Stock, as such, shall be entitled to any voting powers in respect thereof.

4.4 Subject to applicable law and the rights, if any, of the holders of any outstanding series of Preferred Stock, dividends may be declared and paid on the Common Stock at such times and in such amounts as the Board in its discretion shall determine.

4.5 Upon the dissolution, liquidation or winding up of the Corporation, subject to the rights, if any, of the holders of any outstanding series of Preferred Stock, the holders of the Common Stock shall be entitled to receive the assets of the Corporation available for distribution to its Stockholders ratably in proportion to the number of shares held by them.

5 . Election of Directors. Unless and except to the extent that the By-laws of the Corporation (the "By-laws") shall so require, the election of directors of the Corporation need not be by written ballot.

6. Limitation of Liability.

(a) To the fullest extent permitted under the DGCL, as amended from time to time, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

(b) Any amendment or repeal of Section 6(a) shall not adversely affect any right or protection of a director of the Corporation hereunder in respect of any act or omission occurring prior to the time of such amendment or repeal.

7. Adoption, Amendment or Repeal of By-Laws. The Board is authorized to adopt, amend or repeal the By-laws.

8 . Certificate Amendments. The Corporation reserves the right at any time, and from time to time, to amend or repeal any provision contained in this Amended and Restated Certificate of Incorporation, and add other provisions authorized by the laws of the State of Delaware at the time in force, in the manner now or hereafter prescribed by applicable law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Amended and Restated Certificate of Incorporation (as amended) are granted subject to the rights reserved in this Article.

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AMENDED AND RESTATED

BY-LAWS

OF

THE HILLMAN COMPANIES, INC.

A Delaware Corporation

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office and/or registered agent of the corporation may be changed from time to time by action of the board of directors.

Section 2. Other Offices. The corporation may also have offices at such other places, both within and without the State of Delaware, as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. Place and Time of Meetings. An annual meeting of the stockholders shall be held each year within one hundred twenty (120) days after the close of the immediately preceding fiscal year of the corporation for the purpose of electing directors and conducting such other proper business as may come before the meeting. The date, time and place of the annual meeting shall be determined by the chief executive officer of the corporation; provided, that if the chief executive officer does not act, the board of directors shall determine the date, time and place of such meeting.

Section 2. Special Meetings. Special meetings of stockholders may be called for any purpose and may be held at such time and place, within or without the State of Delaware, as shall be stated in a notice of meeting or in a duly executed waiver of notice thereof. Such meetings may be called at any time by the board of directors, the chief executive officer, the president or the holders of shares entitled to cast not less than a majority of the votes at the meeting.

Section 3. Place of Meetings. The board of directors may designate any place, either within or without the State of Delaware, as the place of meeting for any annual meeting or for any special meeting called by the board of directors. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the corporation.

Section 4. Notice. Whenever stockholders are required or permitted to take action at a meeting, written or printed notice stating the place, date, time, and, in the case of special meetings, the purpose or purposes, of such meeting, shall be given to each stockholder entitled to vote at such meeting (with a copy of such notice to each director) not less than 10 nor more than 60 days before the date of the meeting. All such notices shall be delivered, either personally or by mail, by or at the direction of the board of directors, the chief executive officer, the president or the secretary, and if mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to the stockholder at his, her or its address as the same appears on the records of the corporation. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting except when the person attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5. Stockholders List. The officer having charge of the stock ledger of the corporation shall make, at least 10 days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at such meeting arranged in alphabetical order, showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 6. Quorum. The holders of a majority of the outstanding shares of capital stock, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders, except as otherwise provided by applicable statute or by the certificate of incorporation. If a quorum is not present, the holders of a majority of the shares present in person or represented by proxy at the meeting, and entitled to vote at the meeting, may adjourn the meeting to another time and/or place. When a specified item of business requires a vote by a class or series (if the corporation shall then have outstanding shares of more than one class or series) voting as a class, the holders of a majority of the shares of such class or series shall constitute a quorum (as to such class or series) for the transaction of such item of business. When a quorum is once present to commence a meeting of stockholders, it is not broken by the subsequent withdrawal of any stockholders or their proxies.

Section 7. Adjourned Meetings. When a meeting is adjourned to another time and place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 8. Vote Required. When a quorum is present, the affirmative vote of the majority of shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders, unless the question is one upon which

by express provisions of an applicable law or of the certificate of incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 9. Voting Rights. Except as otherwise provided by the General Corporation Law of the State of Delaware or by the certificate of incorporation of the corporation or any amendments thereto and subject to Section 3 of Article VI hereof, every stockholder shall at every meeting of the stockholders be entitled to one (1) vote in person or by proxy for each share of voting common stock held by such stockholder.

Section 10. Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him or her by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the corporation generally. Any proxy is suspended when the person executing the proxy is present at a meeting of stockholders and elects to vote, except that when such proxy is coupled with an interest and the fact of the interest appears on the face of the proxy, the agent named in the proxy shall have all voting and other rights referred to in the proxy, notwithstanding the presence of the person executing the proxy. At each meeting of the stockholders, and before any voting commences, all proxies filed at or before the meeting shall be submitted to and examined by the secretary or a person designated by the secretary and no shares may be represented or voted under a proxy that has been found to be invalid or irregular.

Section 11. Action by Written Consent. Unless otherwise provided in the certificate of incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken and bearing the dates of signature of the stockholders who signed the consent or consents, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to its registered office in the state of Delaware, or the corporation's principal place of business, or an officer or agent of the corporation having custody of the book or books in which proceedings of meetings of the stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. All consents properly delivered in accordance with this Section shall be deemed to be recorded when so delivered. No written consent shall be effective to take the corporate action referred to therein unless, within sixty days of the earliest dated consent delivered to the corporation as required by this section, written consents signed by the holders of a sufficient number of shares to take such corporate action are so recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing. Any action taken pursuant to such written consent or consents of the stockholders shall have the same force and effect as if taken by the stockholders at a meeting thereof.

ARTICLE III

DIRECTORS

Section 1. General Powers. The business and affairs of the corporation shall be managed by or under the direction of the board of directors.

Section 2. Number, Election and Term of Office. The number of directors which shall constitute the board of directors shall be determined from time to time by resolution of the board of directors. The directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote in the election of directors. The directors shall be elected in this manner at the annual meeting of the stockholders, except as provided in Section 4 of this Article III. Each director elected shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

Section 3. Removal and Resignation. Any director or the entire board of directors may be removed at any time, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors. Whenever the holders of any class or series are entitled to elect one or more directors by the provisions of the corporation's certificate of incorporation, the provisions of this section shall apply, in respect to the removal without cause of a director or directors so elected, to the vote of the holders of the outstanding shares of that class or series and not to the vote of the outstanding shares as a whole. Any director may resign at any time upon written notice to the corporation.

Section 4. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director. Each director so chosen shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as herein provided.

Section 5. Annual Meetings. The annual meeting of each newly elected board of directors shall be held, without other notice than this by-law, (subject to Section 3 of Article II), immediately after and at the same place as, the annual meeting of stockholders.

Section 6. Meetings and Notice. Regular meetings, other than the annual meeting, of the board of directors may be held at such time and at such place as shall from time to time be determined by resolution of the board of directors, provided that whenever the time and place of a regular meeting is determined, prompt notice of such action shall be given, either personally, by facsimile, by mail or telegraph or by telephone (pursuant to which the director participates in the conversation), to each director who was not present at the meeting at which such action was taken. Special meetings of the board of directors may be called by or at the request of the chief executive officer or any director on at least 48 hours notice to each director, either personally, by telephone (pursuant to which the director participates in the conversation), by mail or by telegraph.

Section 7. Quorum, Required Vote and Adjournment . A majority of the total number of directors shall constitute a quorum for the transaction of business. The vote of a majority of directors present at a meeting at which a quorum is present shall be the act of the board of directors. If a quorum shall not be present at any meeting of the board of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. Committees. The board of directors may, by resolution passed by a majority of the whole board of directors, designate one or more committees, each committee to consist of one or more of the directors of the corporation, which to the extent provided in such resolution or these by-laws shall have and may exercise the powers of the board of directors in the management and affairs of the corporation except as otherwise limited by law. The board of directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

Section 9. Committee Rules. Each committee of the board of directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the board of directors designating such committee. In the event that a member and that member's alternate, if alternates are designated by the board of directors as provided in Section 8 of this Article III, of such committee is or are absent or disqualified, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in place of any such absent or disqualified member.

Section 10. Executive Committee. The board of directors of the corporation may, by resolution adopted by a majority of the whole board of directors, designate three (3) directors to constitute an executive committee. The executive committee, to the extent provided in the resolution, shall have and may exercise all of the authority of the board of directors in the management of the corporation, except that the committee shall have no authority in reference to amending the certificate of incorporation; adopting an agreement of merger or consolidation; recommending to the stockholders the sale, lease, or exchange of all or substantially all of the corporation’s property and assets; recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution; amending the by-laws of the corporation; electing or removing directors or officers of the corporation or members of the executive committee; declaring dividends; or amending, altering, or repealing any resolution of the board of directors which, by its terms, provides that it shall not be amended, altered or repealed by the executive committee. The board of directors shall have power at any time to fill vacancies in, to change the size or membership of and to discharge the executive committee.

Section 11. Audit Committee. The audit committee shall consist of not fewer than two (2) members of the board of directors as shall from time to time be appointed by resolution of the board of directors. No member of the board of directors who is an affiliate of the corporation (other than solely by virtue of his or her position as a director, employee of the corporation or an

employee or agent of an owner of capital stock of the corporation or its subsidiaries) or an officer or an employee of the corporation or any subsidiary of the corporation shall be eligible to serve on the audit committee. The audit committee shall review and, as it shall deem appropriate, recommend to the board of directors internal accounting and financial controls for the corporation and accounting principles and auditing practices and procedures to be employed in the preparation and review of financial statements of the corporation. The audit committee shall make recommendations to the board of directors concerning the engagement of independent public accountants to audit the annual financial statements of the corporation and the scope of the audit to be undertaken by such accountants.

Section 12. Compensation Committee. The compensation committee shall consist of not fewer than two (2) members of the board of directors as from time to time shall be appointed by resolution of the board of directors. No member of the board of directors who is an affiliate of the corporation (other than solely by virtue of his or her position as a director, employee of the corporation or an employee or agent of an owner of capital stock of the corporation or its subsidiaries) or an officer or an employee of the corporation or any subsidiary of the corporation shall be eligible to serve on the compensation committee. The compensation committee shall review and, as it deems appropriate, recommend to the president and the board of directors policies, practices and procedures relating to the compensation of managerial employees and the establishment and administration of employee benefit plans. The compensation committee shall have and exercise all authority under any employee stock option plans of the corporation as the committee therein (unless the board of directors by resolution appoints any other committee to exercise such authority), and shall otherwise advise and consult with the officers of the corporation as may be requested regarding managerial personnel policies.

Section 13. Communications Equipment. Members of the board of directors or any committee thereof may participate in and act at any meeting of such board of directors or committee through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in the meeting pursuant to this section shall constitute presence in person at the meeting.

Section 14. Waiver of Notice. Any member of the board of directors or any committee thereof who is present at a meeting shall be conclusively presumed to have waived notice of such meeting except when such member attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

Section 15. Action by Written Consent. Unless otherwise restricted by the certificate of incorporation, any action required or permitted to be taken at any meeting of the board of directors, or of any committee thereof, may be taken without a meeting if all members of the board of directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the board of directors or committee.

ARTICLE IV

OFFICERS

Section 1. Number. The officers of the corporation shall be elected by the board of directors and shall consist of a president/chief executive officer, a vice-president, if any is elected, a secretary, a treasurer, if any is elected, and such other officers and assistant officers as may be deemed necessary or desirable by the board of directors. Any number of offices may be held by the same person. In its discretion, the board of directors may choose not to fill any office for any period as it may deem advisable.

Section 2. Election and Term of Office. The officers of the corporation shall be elected annually by the board of directors at its first meeting held after each annual meeting of stockholders or as soon thereafter as such meeting may conveniently be held. Vacancies may be filled or new offices created and filled at any meeting of the board of directors. Each officer shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

Section 3. Removal. Any officer or agent elected by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Vacancies. Any vacancy occurring in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors for the unexpired portion of the term by the board of directors then in office.

Section 5. Compensation. Compensation of all officers shall be fixed by the board of directors, and no officer shall be prevented from receiving such compensation by virtue of his or her also being a director of the corporation.

Section 6. The President/Chief Executive Officer. The president shall also be the chief executive officer of the corporation, and shall have the powers and perform the duties incident to that position. Subject to the powers of the board of directors, he or she shall be in the general and active charge of the entire business and affairs of the corporation, and the chairman of the board of directors, if any is elected, the president/chief executive officer shall have general and active charge of the entire business, affairs and property of the corporation, be its chief policy making officer, control its officers, agents and employees, and see that all orders and resolutions of the board of directors are carried into effect. The president/chief executive officer shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation. The president/chief executive officer shall have such other powers and perform such other duties as may be prescribed by the board of directors and the chairman of the board of directors, if any is elected, or as may be provided in these by-laws.

Section 7. Vice-presidents. The vice-president, or if there shall be more than one, the vice-presidents in the order determined by the board of directors, shall, in the absence or disability of the president, act with all of the powers and be subject to all the restrictions of the president. The vice-presidents shall also perform such other duties and have such other powers as the board of directors, the chairman of the board of directors, if any is elected, the president or these by-laws may, from time to time, prescribe.

Section 8. The Secretary and Assistant Secretaries. The secretary shall attend all meetings of the board of directors, all meetings of the committees thereof and all meetings of the stockholders and record all the proceedings of the meetings in a book or books to be kept for that purpose. Under the president's supervision, the secretary shall give, or cause to be given, all notices required to be given by these by-laws or by law; shall have such powers and perform such duties as the board of directors, the chairman, if any is elected, the president, or these by-laws may, from time to time, prescribe; and shall have custody of the corporate seal of the corporation. The secretary, or an assistant secretary, shall have authority to affix the corporate seal to any instrument requiring it and when so affixed, it may be attested by his or her signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his or her signature. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors, the chairman, if any is elected, the president, or secretary may, from time to time, prescribe.

Section 9. The Treasurer and Assistant Treasurer. The treasurer shall have the custody of the corporate funds and securities; shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation; shall deposit all monies and other valuable effects in the name and to the credit of the corporation as may be ordered by the board of directors; shall cause the funds of the corporation to be disbursed when such disbursements have been duly authorized, taking proper vouchers for such disbursements; and shall render to the president and the board of directors, at its regular meeting or when the board of directors so requires, an account of the corporation; shall have such powers and perform such duties as the board of directors, the chairman, if any is elected, the president or these by-laws may, from time to time, prescribe. If required by the board of directors, the treasurer shall give the corporation a bond (which shall be rendered every six years) in such sums and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of the office of treasurer and for the restoration to the corporation, in case of death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in the possession or under the control of the treasurer belonging to the corporation. The assistant treasurer, or if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer. The assistant treasurers shall perform such other duties and have such other powers as the board of directors, the chairman, if any is elected, the president, or treasurer may, from time to time, prescribe.

Section 10. Other Officers, Assistant Officers and Agents. Officers, assistant officers and agents, if any, other than those whose duties are provided for in these by-laws, shall have

such authority and perform such duties as may from time to time be prescribed by resolution of the board of directors.

Section 11. Absence or Disability of Officers. In the case of the absence or disability of any officer of the corporation and of any person hereby authorized to act in such officer's place during such officer's absence or disability, the board of directors may by resolution delegate the powers and duties of such officer to any other officer or to any director, or to any other person whom it may select.

ARTICLE V

INDEMNIFICATION OF OFFICERS, DIRECTORS AND OTHERS

Section 1. Nature of Indemnity. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer, of the corporation or is or was serving at the request of the corporation as a director, officer, employee, fiduciary, or agent of another corporation or of a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless by the corporation to the fullest extent which it is empowered to do so by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended against all expense, liability and loss (including attorneys' fees actually and reasonably incurred by such person in connection with such proceeding) and such indemnification shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 2 hereof, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding initiated by such person only if such proceeding was authorized by the board of directors of the corporation. The corporation may, by action of its board of directors, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

Section 2. Procedure for Indemnification of Directors and Officers. Any indemnification of a director or officer of the corporation under Section 1 of this Article V or advance of expenses under Section 5 of this Article V shall be made promptly, and in any event within 30 days, upon the written request of the director or officer. If a determination by the corporation that the director or officer is entitled to indemnification pursuant to this Article V is required, and the corporation fails to respond within sixty days to a written request for indemnity, the corporation shall be deemed to have approved the request. If the corporation denies a written request for indemnification or advancing of expenses, in whole or in part, or if payment in full pursuant to such request is not made within 30 days, the right to indemnification or advances as granted by this Article V shall be enforceable by the director or officer in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such action shall also be indemnified by the corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to the corporation) that the claimant has not met the standards of conduct which make it

permissible under the General Corporation Law of the State of Delaware for the corporation to indemnify the claimant for the amount claimed, but the burden of such defense shall be on the corporation. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 3. Article Not Exclusive. The rights to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article V shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the certificate of incorporation, by-law, agreement, vote of stockholders or disinterested directors or otherwise.

Section 4. Insurance. The corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, employee, fiduciary, or agent of the corporation or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, whether or not the corporation would have the power to indemnify such person against such liability under this Article V.

Section 5. Expenses. Expenses incurred by any person described in Section 1 of this Article V in defending a proceeding shall be paid by the corporation in advance of such proceeding's final disposition unless otherwise determined by the board of directors in the specific case upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the board of directors deems appropriate.

Section 6. Employees and Agents. Persons who are not covered by the foregoing provisions of this Article V and who are or were employees or agents of the corporation, or who are or were serving at the request of the corporation as employees or agents of another corporation, partnership, joint venture, trust or other enterprise, may be indemnified to the extent authorized at any time or from time to time by the board of directors.

Section 7. Contract Rights. The provisions of this Article V shall be deemed to be a contract right between the corporation and each director or officer who serves in any such capacity at any time while this Article V and the relevant provisions of the General Corporation Law of the State of Delaware or other applicable law are in effect, and any repeal or modification of this Article V or any such law shall not affect any rights or obligations then existing with respect to any state of facts or proceeding then existing.

Section 8. Merger or Consolidation. For purposes of this Article V, references to "the corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this Article V with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

ARTICLE VI

CERTIFICATES OF STOCK

Section 1. Certificates for Stock. The shares of the corporation's stock may be certificated or uncertificated, as provided under Delaware law, and shall be entered in the books of the corporation and registered as they are issued. Certificates representing shares of the corporation's stock may be signed by the chairman, the chief executive officer, the president or a vice president and the secretary or an assistant secretary of the corporation, and may bear the seal of the corporation or a facsimile thereof or may be represented by a global certificate through the Depository Trust Company. If any such certificate is countersigned by a transfer agent, or registered by a registrar, other than the corporation itself or its employees, the signature of any such officer may be a facsimile signature. In case any officer who shall have signed or whose facsimile signature was placed on any such certificate shall have ceased to be an officer before such certificate shall be issued, it may nevertheless be issued by the corporation with the same effect as if he were such officer at the date of issue. Each certificate representing shares shall state upon its face (a) that the corporation is formed under the laws of the State of Delaware, (b) the name of the person or persons to whom it is issued, (c) the number of shares which such certificate represents and (d) the par value, if any, of each share represented by such certificate.

Within a reasonable time after the issuance or transfer of uncertificated stock, the corporation shall send to the registered owner thereof a written notice that shall set forth the name of the corporation, that the corporation is organized under the laws of the State of Delaware, the name of the stockholder, the number and class (and the designation of the series, if any) of the shares represented, and any restrictions on the transfer or registration of such shares of stock imposed by the corporation's certificate of incorporation, these by-laws, any agreement among stockholders or any agreement between stockholders and the corporation.

Section 2. Lost Certificates. The corporation may issue a new certificate of stock, or uncertificated shares in place of a certificate previously issued by it, alleged to have been lost, mutilated, stolen or destroyed, and the board of directors may require the owner of such lost, mutilated, stolen or destroyed certificate, or such owner's legal representatives, to make an affidavit of the fact and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation on account of the alleged loss, mutilation, theft or destruction of any such certificate or the issuance of any such new certificate or uncertificated shares.

Section 3. Transfer of Stock. Upon surrender to the corporation or the appropriate transfer agent, if any, of the corporation, of a certificate representing shares of stock duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, and in the event that the certificate refers to any agreement restricting transfer of the shares which it represents, proper evidence of compliance with such agreement, a new certificate or uncertificated shares shall be issued to the person entitled thereto, and the older certificate cancelled and the transaction recorded upon the books of the corporation.

Upon the receipt of proper transfer instructions from the registered owner of uncertificated shares, such uncertificated shares shall be cancelled, issuance of new equivalent uncertificated shares or certificated shares shall be made to the stockholder entitled thereto and the transaction shall be recorded upon the books of the corporation. If the corporation has a transfer agent or registrar acting on its behalf, the signature of any officer or representative thereof may be in a facsimile.

The board of directors may appoint a transfer agent and one or more co-transfer agents and registrar and one or more co-registrars and may make or authorize such agent to make all such rules and regulations deemed expedient concerning the issue, transfer and registration of shares of stock.

Section 4. Fixing a Record Date for Stockholder Meetings. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which record date shall not be more than sixty nor less than ten days before the date of such meeting. If no record date is fixed by the board of directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be the close of business on the next day preceding the day on which notice is given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

Section 5. Fixing a Record Date for Action by Written Consent. In order that the corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the board of directors. If no record date has been fixed by the board of directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the board of directors is required by statute, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the board of

directors and prior action by the board of directors is required by statute, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the board of directors adopts the resolution taking such prior action.

Section 6. Fixing a Record Date for Other Purposes. In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment or any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purposes of any other lawful action, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

Section 7. Registered Stockholders. Prior to the surrender to the corporation of the certificate or certificates for a share or shares of stock with a request to record the transfer of such share or shares, the corporation may treat the registered owner as the person entitled to receive dividends, to vote, to receive notifications, and otherwise to exercise all the rights and powers of an owner.

Section 8. Subscriptions for Stock. Unless otherwise provided for in the subscription agreement, subscriptions for shares shall be paid in full at such time, or in such installments and at such times, as shall be determined by the board of directors. Any call made by the board of directors for payment on subscriptions shall be uniform as to all shares of the same class or as to all shares of the same series. In case of default in the payment of any installment or call when such payment is due, the corporation may proceed to collect the amount due in the same manner as any debt due the corporation.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or any other purpose and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Checks, Drafts or Orders. All checks, drafts, or other orders for the payment of money by or to the corporation and all notes and other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents

of the corporation, and in such manner, as shall be determined by resolution of the board of directors or a duly authorized committee thereof.

Section 3. Contracts. The board of directors may authorize any officer or officers, or any agent or agents, of the corporation to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 4. Loans. The corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the corporation or of its subsidiary, including any officer or employee who is a director of the corporation or its subsidiary, whenever, in the judgment of the directors, such loan, guaranty or assistance may reasonably be expected to benefit the corporation. The loan, guaranty or other assistance may be with or without interest, and may be unsecured, or secured in such manner as the board of directors shall approve, including, without limitation, a pledge of shares of stock of the corporation. Nothing in this section contained shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the corporation at common law or under any statute.

Section 5. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

Section 6. Corporate Seal. The board of directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 7. Voting Securities Owned By Corporation. Voting securities in any other corporation held by the corporation shall be voted by the chief executive officer, unless the board of directors specifically confers authority to vote with respect thereto, which authority may be general or confined to specific instances, upon some other person or officer. Any person authorized to vote securities shall have the power to appoint proxies, with general power of substitution.

Section 8. Inspection of Books and Records. Any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the corporation's stock ledger, a list of its stockholders, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean any purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the corporation at its registered office in the State of Delaware or at its principal place of business.

Section 9. Section Headings. Section headings in these by-laws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

Section 10. Inconsistent Provisions. In the event that any provision of these by-laws is or becomes inconsistent with any provision of the certificate of incorporation, the General Corporation Law of the State of Delaware or any other applicable law, the provision of these by-laws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

ARTICLE VIII

AMENDMENTS

These by-laws may be amended, altered, or repealed and new by-laws adopted by a majority vote of the board of directors. The fact that the power to adopt, amend, alter, or repeal the by-laws has been conferred upon the board of directors shall not divest the stockholders of the same powers.

Exhibit 99.1

Oak Hill Capital Partners Closes Hillman Acquisition

Cincinnati, Ohio (May 28, 2010) – The Hillman Companies, Inc. ("Hillman Companies") announced today that it has completed its previously announced acquisition by Oak Hill Capital Partners, in partnership with Hillman's management team. Hillman Companies also closed its previously announced acquisition from Quick-Tag Holdings and Quick-Tag, Inc. of the Quick-Tag license and related patents for a purchase price of $11.5 million. In connection with the closing of the acquisition by Oak Hill Capital Partners, The Hillman Group, Inc. a subsidiary of Hillman Companies, closed its previously announced issuance of 10.875% Senior Notes due 2018 and Hillman Companies and certain of its subsidiaries closed its new senior secured credit facility consisting of a $290 million term loan and a $30 million revolving credit facility.

About The Hillman Companies, Inc.

Headquartered in Cincinnati, Ohio, The Hillman Group is a leading value-added distributor of over 60,000 SKUs, consisting of fasteners, key duplication systems, engraved tags and related hardware items to over 20,000 retail customers in the United States, Canada, Mexico and South America, 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 value-added services, such as inventory management and in-store merchandising services. For more information on Hillman, please visit www.hillmangroup.com or call (513) 851-4900.

About Oak Hill Capital Partners

Oak Hill Capital Partners is a private equity firm with more than $8.2 billion of committed capital from leading entrepreneurs, endowments, foundations, corporations, pension funds and global financial institutions. Robert M. Bass is the lead investor. Over a period of more than 24 years, the professionals at Oak Hill Capital Partners and its predecessors have invested in more than 60 significant private equity transactions. Oak Hill Capital Partners is one of several Oak Hill partnerships, each of which has a dedicated and independent management team. These Oak Hill partnerships comprise over $30 billion of investment capital across multiple asset classes. For more information about Oak Hill Capital Partners, visit www.oakhillcapital.com.

For more information on Hillman, please visit our website at http://www.hillmangroup.com or call Investor Relations at (513) 851-4900, Ext. 2084

Exhibit 99.2

Hillman Group Announces Pricing of Senior Notes Offering

Cincinnati, Ohio (May 19, 2010) – In connection with the recently announced acquisition of The Hillman Companies, Inc. ("Hillman Companies") by Oak Hill Capital Partners, The Hillman Group, Inc. ("Hillman Group"), a subsidiary of Hillman Companies, announced that on May 18, 2010 it priced an offering of $150 million aggregate principal amount of its Senior Notes. The notes will bear a fixed interest rate of 10.875 percent per year and mature on June 1, 2018. The transaction is expected to close on or about May 28, 2010. Hillman Group and Hillman Companies expect to use the net proceeds from the offering of the notes as well as borrowings under their new term loan and the proceeds of an equity contribution from Oak Hill Capital Partners and members of management of Hillman Companies to fund the cash consideration in the acquisition, to repay certain existing indebtedness, to finance the recently announced Quick-Tag acquisition and to pay related fees, expenses and other related payments. The notes will be guaranteed by Hillman Companies, Hillman Investment Company and all of the domestic subsidiaries of Hillman Group.

The notes were offered to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended (the "Securities Act") and to persons outside the United States under Regulation S of the Securities Act. The notes offered have not been registered under the Securities Act or any state securities laws and may not be transferred or resold except as permitted under the Securities Act and other applicable securities laws or pursuant to registration or exemption therefrom.

This press release does not constitute an offer to sell or a solicitation of an offer to buy the notes, nor shall there be any offer, solicitation or sale of any notes in any jurisdiction in which such offer, solicitation or sale would be unlawful.

Forward-Looking Statements

Statements included herein may constitute "forward-looking statements," which relate to future events or the future performance of financial condition of Hillman Companies following the acquisition of Hillman Companies by Oak Hill Capital Partners. These statements are not guarantees of future performance, condition or results and involve a number of risks and uncertainties. Actual results and condition may differ materially from those in the forward-looking statements as a result of a number of factors, including those described from time to time in Hillman Companies' filings with the Securities and Exchange Commission. Hillman Companies undertakes no duty to update any forward-looking statements made herein.

For more information on Hillman, please visit our website at http://www.hillmangroup.com or call Investor Relations at (513) 851-4900, Ext. 2084