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To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

NORCO, Inc. (survivor of merger with Flennor, Inc.)  
139 Ethan Allen Highway  
Ridgefield, CT 06877

A Connecticut corporation.

2. Name and address of receiving party:

BankBoston, N.A.  
100 Federal Street  
Boston, Massachusetts 02110  
Attention: Maura C. Wadlinger

A national banking association.

3. Nature of conveyance: Amendment Agreement to certain Security Documents (including amendment to Trademark Collateral Security and Pledge Agreement), dated as of July 28, 1998, attached hereto as Exhibit A.

4. Registration numbers:

<u>Trademarks</u>	<u>Registration No.</u>	<u>Registration Date</u>
NORCO, Inc.	1,153,612	May 12, 1981
Ball Reverser	1,144,720	December 30, 1980
Flennut	2,004,333	October 1, 1996
FN	1,358,860	September 10, 1995

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40.8  
09/28/1998 DCORRES 00000055 1153612  
FC:401  
FC:402  
TRADEMARK  
REEL: 1791 FRAME: 0924

5. Name and address of party to whom correspondence concerning document should be mailed:

Elizabeth L. Belanger, Esq.  
Bingham Dana LLP  
150 Federal Street  
Boston, Massachusetts 02110

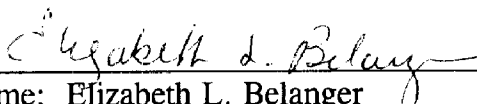
6. Total number of applications and registrations involved: 4

7. Total fee enclosed: \$115.00

8. Deposit account number: Not applicable

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

  
Name: Elizabeth L. Belanger  
Date: September 23, 1998

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, DC 20231

# AMENDMENT AGREEMENT

dated as of July 28, 1998

## to certain Security Documents

This **AMENDMENT AGREEMENT** (this "Amendment"), dated as of July 28, 1998, is by and among **TransTechnology Corporation** ("TransTechnology"), **TransTechnology Seeger-Orbis GmbH** ("GmbH"), **Anderton International Limited** ("Limited" and, together with TransTechnology and GmbH, the "Borrowers"), **NORCO, Inc.**, a Connecticut corporation ("NORCO"), certain Guarantors (as defined in the Credit Agreement referred to below) listed on the signature pages hereto, and **BankBoston, N.A.**, as Agent (in such capacity, the "Agent") for the Lenders under and as defined in the Credit Agreement (as defined below). Capitalized terms used herein unless otherwise defined shall have the respective meanings set forth in the Credit Agreement.

**WHEREAS**, the Borrowers, the Lenders and the Agent are parties to that certain Amended and Restated Loan Agreement dated as of June 30, 1995, as amended and restated as of July 24, 1998 (as so amended, the "Credit Agreement");

**WHEREAS**, TransTechnology has agreed to purchase all of the issued and outstanding capital stock of NORCO (the "Acquisition");

**WHEREAS**, the Acquisition shall be an Approved Acquisition permitted under Section 10.5.1 of the Credit Agreement, subject to fulfillment of the conditions set forth in the definition of Approved Acquisition in the Credit Agreement;

**WHEREAS**, as a condition to the Acquisition being an Approved Acquisition, the Agent, for and on behalf of the Lenders, TransTechnology and the Guarantors have agreed to amend the Subsidiary Guaranty, the Security Agreement, the Stock Pledge Agreement, the Trademark Collateral Security and Pledge Agreement, and the Patent Collateral Assignment and Security Agreement as hereinafter set forth;

**NOW, THEREFORE**, in consideration of the foregoing premises, the parties hereto hereby agree as follows:

**§1. Amendment to Subsidiary Guaranty.** The Subsidiary Guaranty dated as of June 30, 1995, as amended, is hereby amended to add NORCO as a party thereto and a "Guarantor" thereunder. NORCO hereby

consents and agrees, jointly and severally with each of the other Guarantors, to (i) assume all of the obligations and grant each of the rights of a Guarantor under the Subsidiary Guaranty, and (ii) make each of the covenants, representations and warranties of a Guarantor under the Subsidiary Guaranty.

**§2. Amendment to Security Agreement.** The Security Agreement dated as of June 30, 1995, as amended, among TransTechnology, certain of the Guarantors and the Agent, is hereby amended to add NORCO as a party thereto as a "Subsidiary" and one of the "Companies" thereunder. NORCO hereby consents and agrees to join the Security Agreement as one of the Subsidiaries and Companies referred to therein, and to (i) assume all of the obligations and grant each of the rights of a Subsidiary and a Company under the Security Agreement and (ii) make each of the covenants, representations and warranties of a Subsidiary and a Company under the Security Agreement. NORCO unconditionally and jointly and severally grants to the Agent, for the benefit of the Lenders and the Agent, a security interest in, and so pledges and assigns to the Agent, for the benefit of the Lenders and the Agent, all of its Collateral (as defined in Section 2.1 of such Security Agreement), to secure the payment and performance in full of all of the Obligations, as defined in such Security Agreement.

**§3. Amendment to Stock Pledge Agreement.** The Stock Pledge Agreement dated as of June 30, 1995, as amended, among TransTechnology, SSP Industries, TransTechnology Seeger Inc. and the Agent is hereby amended (a) to provide for the addition of NORCO as a "Subsidiary" thereunder and (b) by deleting the original Annex A thereto and substituting, therefor the Annex A attached as Exhibit A hereto, and NORCO hereby consents and agrees to the pledge of all of the issued and outstanding shares of its capital stock pursuant to such Stock Pledge Agreement and joins in such Agreement for the sole purpose of consenting to and being bound by the provisions of §§4.1, 6 and 7 thereof, and agrees to co-operate fully and in good faith with the Agent and the Pledgors, as defined therein, in carrying out such provisions.

**§4. Amendment to Trademark Collateral Security and Pledge Agreement.** The Trademark Collateral Security and Pledge Agreement dated as of June 30, 1995 by and among TransTechnology, Seeger Inc. (formerly known as Waldes Truarc, Inc.), TCR Corporation, Aerospace Rivet Manufacturers Corporation and the Agent (the "Trademark Security Agreement") is hereby amended (a) to add NORCO as an "Assignor" thereunder, and (b) to add to Schedule A thereto the trademarks and trademark assignments set forth in Exhibit B hereto. NORCO hereby unconditionally grants to the Agent, for the benefit of the Lenders and the Agent, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Agent for the benefit of the Lenders and the Agent. NORCO hereby consents and agrees to (i) assume all of the obligations and grant each of the rights of an Assignor under the Trademark Security Agreement, and (ii) make

each of the covenants, representations and warranties of an Assignor under the Trademark Security Agreement.

**§5. Amendment to Patent Collateral Assignment and Security Agreement.** The Patent Collateral Assignment and Security Agreement dated as of June 30, 1995, which was recorded with the United States Patent and Trademark Office on or about September 7, 1995 at Reel 7648, Frame 319, by and among TransTechnology, Seeger Inc. (formerly known as Waldes Truarc, Inc.), TCR Corporation, Aerospace Rivet Manufacturers Corporation, and the Agent (the "Patent Security Agreement") shall be amended (a) to add NORCO as an "Assignor" thereunder, and (b) to add to Schedule A thereto the patents and patent assignments set forth in Exhibit C hereto. NORCO hereby grants, assigns, transfers and conveys to the Agent, for the benefit of the Lenders and the Agent, by way of collateral security, all of the Patent Collateral. NORCO hereby consents and agrees to (i) assume all of the obligations and grant each of the rights of an Assignor under the Patent Security Agreement, and (ii) make each of the covenants, representations and warranties of an Assignor under the Patent Security Agreement.

**§6. Conditions to Effectiveness.** The effectiveness of this Amendment and the consents set forth herein shall be conditioned upon the satisfaction of the following conditions precedent:

**§6.1. Delivery of Documents.** The Borrowers shall have delivered to the Agent (a) this Amendment executed and delivered by each of the Borrowers, NORCO and the Guarantors listed on the signature pages hereto and (b) each of the documents listed on Exhibit D hereto, all in form and substance satisfactory to the Lenders and the Agent.

**§6.2. Legality of Transaction.** No change in applicable law shall have occurred as a consequence of which it shall have become and continue to be unlawful on the date hereof (a) for the Agent or any Lender to perform any of its obligations under any of the Loan Documents or (b) for any of the Borrowers or Guarantors to perform any of its agreements or obligations under any of the Loan Documents.

**§6.3. Performance.** Each of the Borrowers shall have duly and properly performed, complied with and observed in all material respects its covenants, agreements and obligations contained in the Loan Documents required to be performed, complied with or observed by it on or prior to the date hereof. No event shall have occurred on or prior to the date hereof and be continuing, and no condition shall exist on the date hereof which constitutes a Default or Event of Default under any of the Loan Documents.

**§6.4. Proceedings and Documents.** All corporate, governmental and other proceedings in connection with the transactions contemplated by this Amendment and all instruments and documents incidental thereto shall be in form and substance reasonably satisfactory to the Agent and the Agent shall

have received all such counterpart originals or certified or other copies of all such instruments and documents as the Agent shall have reasonably requested.

**§7. Representations and Warranties.** Each of the Borrowers hereby represents and warrants to the Lenders that, as of the date hereof:

(a) The representations and warranties of such Borrower contained in the Credit Agreement and the other Loan Documents to which it is a party were true and correct in all material respects when made and continue to be true and correct in all material respects on the date hereof, provided that the financial statements referred to in such representations and warranties shall be the financial statements of the Borrowers most recently delivered to the Agent, and the "Balance Sheet Date", as used in such representations and warranties, shall be the date of the most recent audited consolidated financial statements of TransTechnology and its Subsidiaries delivered to the Lenders pursuant to §9.4 of the Credit Agreement;

(b) The execution, delivery and performance by such Borrower of this Amendment and the consummation of the transactions contemplated hereby; (i) are within the corporate powers of such Borrower and have been duly authorized by all necessary corporate action on the part of such Borrower, (ii) do not require any approval, consent of, or filing with, any governmental agency or authority, or any other person, association or entity, which bears on the validity of this Amendment and which is required by law or the regulation or rule of any agency or authority, or other person, association or entity, (iii) do not violate any provisions of any order, writ, judgment, injunction, decree, determination or award presently in effect in which such Borrower is named, or any provision of the charter documents or by-laws of such Borrower, (iv) do not result in any breach of or constitute a default under any agreement or instrument to which such Borrower is a party or to which it or any of its properties are bound, including without limitation any indenture, loan or loan agreement, lease, debt instrument or mortgage, except for such breaches and defaults which would not have a material adverse effect on such Borrower and its Subsidiaries taken as a whole, and (v) do not result in or require the creation or imposition of any mortgage, deed of trust, pledge or encumbrance of any nature upon any of the assets or properties of such Borrower;

(c) This Amendment constitutes the legal, valid and binding obligations of each of the Borrowers and their Subsidiaries party hereto, enforceable against such Borrower or Subsidiary in accordance with their respective terms, provided that (i) enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors, and (ii) enforcement may be subject to general principles of equity, and the availability of the remedies of specific performance and injunctive relief may be subject to the discretion of the court before which any proceeding for such remedies may be brought; and

(d) The Acquisition meets the requirements of an Approved Acquisition as set forth in the Credit Agreement. The Borrowers have delivered to the Agent in connection with the Acquisition the audited financial statements for NORCO for its most recently ended fiscal year and any other financial statements as required for the Acquisition to be an Approved Acquisition.

**§8. No Other Amendments.** Except as expressly provided in this Amendment, all of the terms and conditions of the Credit Agreement and the other Loan Documents shall remain in full force and effect.

**§9. Execution in Counterparts.** This Amendment may be executed in any number of counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. In proving this Amendment, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment Agreement as a sealed instrument as of the date first set forth above.

**BANKBOSTON, N.A., as Agent**

By: Maura Wadlinger  
Name: Maura Wadlinger  
Title: Vice President

**TRANSTECHNOLOGY  
CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**TRANSTECHNOLOGY SEEGER-  
ORBIS GmbH**

By: \_\_\_\_\_  
Name:  
Title:

**ANDERTON INTERNATIONAL  
LIMITED**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:




IN WITNESS WHEREOF, the undersigned have duly executed this Amendment Agreement as a sealed instrument as of the date first set forth above.

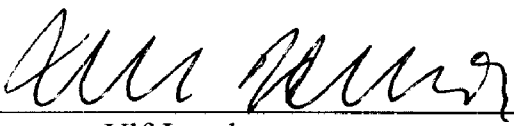
**BANKBOSTON, N.A. as Agent**

By: \_\_\_\_\_  
Name:  
Title:

**TRANSTECHNOLOGY  
CORPORATION**

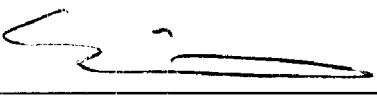
By:  \_\_\_\_\_  
Name: Joseph F. Spanier  
Title: Vice President, Chief Financial  
Officer & Treasurer

**TRANSTECHNOLOGY SEEGER-  
ORBIS GmbH**

By:  \_\_\_\_\_  
Name: Ulf Jemsby  
Title: Managing Director

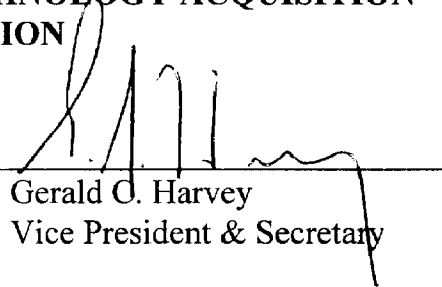
**ANDERTON INTERNATIONAL  
LIMITED**

By:  \_\_\_\_\_  
Name: Ulf Jemsby  
Title: Managing Director

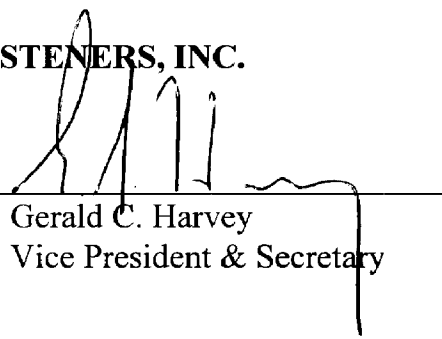
By:  \_\_\_\_\_  
Name: Michael J. Berthelot  
Title: Director

The Guarantors under (and as defined in) the Subsidiary Guaranty hereby acknowledge that they have read and are aware of the provisions of this Amendment and hereby reaffirm their absolute and unconditional guaranty of the Borrower's payment and performance of their obligations to the Lenders and the Agent under the Credit Agreement.

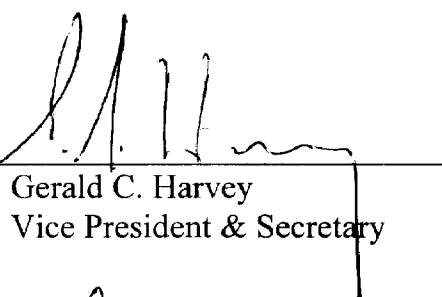
**TRANSTECHNOLOGY ACQUISITION  
CORPORATION**

By:   
Name: Gerald C. Harvey  
Title: Vice President & Secretary

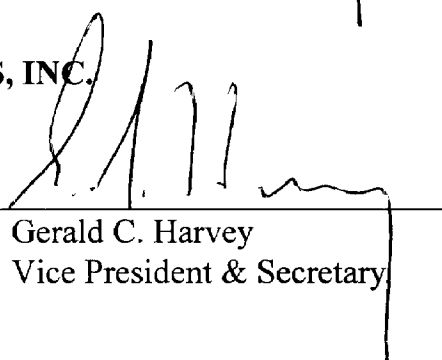
**PALNUT FASTENERS, INC.**

By:   
Name: Gerald C. Harvey  
Title: Vice President & Secretary


**INDUSTRIAL RETAINING RING  
COMPANY**

By:   
Name: Gerald C. Harvey  
Title: Vice President & Secretary

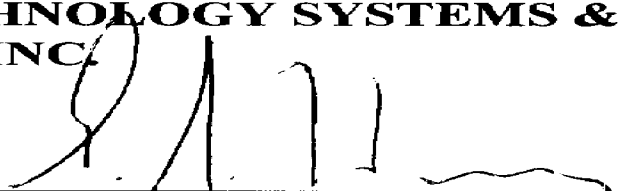
**RETAINERS, INC.**

By:   
Name: Gerald C. Harvey  
Title: Vice President & Secretary

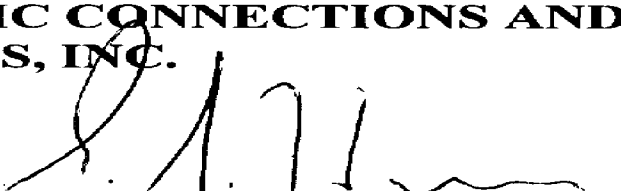
**RANCHO TRANSTECHNOLOGY  
CORPORATION**

By:   
Name: Gerald C. Harvey  
Title: Vice President & Secretary

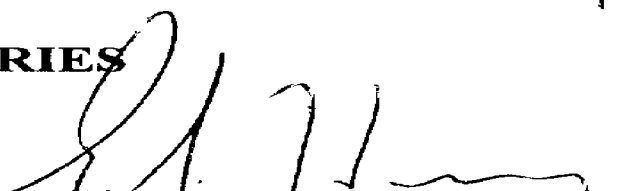
**TRANSTECHNOLOGY SYSTEMS &  
SERVICES, INC.**

By:   
Name: Gerald C. Harvey  
Title: Vice President & Secretary


**ELECTRONIC CONNECTIONS AND  
ASSEMBLIES, INC.**

By:   
Name: Gerald C. Harvey  
Title: Vice President & Secretary

**SSP INDUSTRIES**

By:   
Name: Gerald C. Harvey  
Title: Vice President & Secretary

**SSP INTERNATIONAL SALES, INC.**

By:   
Name: Gerald C. Harvey  
Title: Vice President & Secretary

**TRANSTECHNOLOGY SEEGER INC.**

By: \_\_\_\_\_

Name: Gerald C. Harvey

Title: Vice President & Secretary

**SEEGER INC.**

By: \_\_\_\_\_

Name: Gerald C. Harvey

Title: Vice President & Secretary

**TCR CORPORATION**

By: \_\_\_\_\_

Name: Gerald C. Harvey

Title: Vice President & Secretary

**AEROSPACE RIVET  
MANUFACTURERS CORPORATION**

By: \_\_\_\_\_

Name: Gerald C. Harvey

Title: Vice President & Secretary

NORCO, Inc. hereby acknowledges and affirms its consents and agreements in this Amendment with immediate effect from and after the date hereof.

**NORCO, INC.**

By: \_\_\_\_\_

Name:

Title:

**TRANSTECHNOLOGY SEEGER INC.**

By: \_\_\_\_\_  
Name:  
Title:

**SEEGER INC.**

By: \_\_\_\_\_  
Name:  
Title:

**TCR CORPORATION**

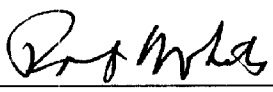
By: \_\_\_\_\_  
Name:  
Title:

**AEROSPACE RIVET  
MANUFACTURERS CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

NORCO, Inc. hereby acknowledges and affirms its consents and agreements in this Amendment with immediate effect from and after the date hereof.

**NORCO, INC.**

By:   
Name: ROBERT WHITE  
Title: PRESIDENT

**ANNEX A TO PLEDGE AGREEMENT**

None of the issuers has any authorized, issued or outstanding shares of its capital stock of any class or any commitments to issue any shares of its capital stock of any class or any securities convertible into or exchangeable for any shares of its capital stock of any class except as otherwise stated in this Annex A.

<u>Issuer</u>	<u>Record Owner</u>	<u>Class of Shares</u>	<u>Number of Authorized Shares</u>	<u>Number of Issued Shares</u>	<u>Number of Outstanding Shares</u>	<u>Par or Liquidation Value</u>
RETAINERS, INC.	TRANSTECHNOLOGY CORPORATION		1,000	300	300	0
TRANSTECHNOLOGY EUROPE LIMITED	TRANSTECHNOLOGY CORPORATION	ORDINARY	100	99	99	£1.00
PALNUT FASTENERS, INC.	TRANSTECHNOLOGY CORPORATION	COMMON	1,000	100	100	\$0.01
SSP INDUSTRIES	TRANSTECHNOLOGY CORPORATION	CAPITAL	100	100	100	
SSP INTERNATIONAL SALES, INC.	SSP INDUSTRIES		25,000	2,500	2,500	\$1.00
INDUSTRIAL RETAINING RING COMPANY	TRANSTECHNOLOGY CORPORATION	COMMON	6,000	1,500	1,500	0
ELECTRONIC CONNECTIONS AND ASSEMBLIES, INC.	TRANSTECHNOLOGY CORPORATION	COMMON	100	100	100	0
TRANSTECHNOLOGY AUSTRALASIA PTY, LIMITED	DOUGLAS WILLIAM WEBB	ORDINARY	100,000	1	1	A\$1.00
TRANSTECHNOLOGY AUSTRALASIA PTY, LIMITED	TRANSTECHNOLOGY CORPORATION	ORDINARY	100,000	1,000	1,000	A\$1.00
TRANSTECHNOLOGY SEEGER INC.	TRANSTECHNOLOGY CORPORATION	COMMON	1,000	1,000	1,000	\$1.00
TRANSTECHNOLOGY INTERNATIONAL CORPORATION	TRANSTECHNOLOGY CORPORATION		1,000	1,000	1,000	0
TRANSTECHNOLOGY SYSTEMS & SERVICES, INC.	TRANSTECHNOLOGY CORPORATION		200	200	200	\$0.01
SEEGER INC.	TRANSTECHNOLOGY SEEGER INC.	COMMON	1,000	1,000	1,000	\$1.00
RANCHO TRANSTECHNOLOGY CORPORATION	TRANSTECHNOLOGY CORPORATION	COMMON	100	100	100	\$0.01

<u>Issuer</u>	<u>Record Owner</u>	<u>Class of Shares</u>	<u>Number of Authorized Shares</u>	<u>Number of Issued Shares</u>	<u>Number of Outstanding Shares</u>	<u>Par or Liquidation Value</u>
TRANSTECHNOLOGY ACQUISITION CORPORATION	TRANSTECHNOLOGY CORPORATION	CAPITAL	1,000	1,000	1,000	0
TCR CORPORATION	TRANSTECHNOLOGY CORPORATION	COMMON	10,000	2,288	2,288	\$5.00
AEROSPACE RIVET MANUFACTURERS CORPORATION	TRANSTECHNOLOGY CORPORATION	COMMON	500,000	26,625	26,625	0
NORCO, INC.	TRANSTECHNOLOGY CORPORATION	COMMON	50,000	18,031	18,031	\$1.00
NORCO, INC.	TRANSTECHNOLOGY CORPORATION	PREFERRED	50,000	20,254	20,254	\$25.00

**(List of U.S. Trademarks)**

**U.S. Trademark Registrations**

<u>Trademark or Service Mark</u>	<u>Registration No.</u>
FLENNUT	2,004,333
Flennor and Design	1,358,860
Norco, Inc. and Design	1,153,612
Ball Reverser	1,144,720

**U.S. Trademark Applications**

<u>Trademark or Service Mark</u>	<u>Serial No.</u>
None	

**(List of Foreign Trademarks)**

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Country</u>
None		



**(List of U.S. Patents)**

<u>Title</u>	<u>Registration No.</u>
Heavy-Duty Mechanical Oscillator	5,644,950
Mechanical Drive Assembly Incorporating Counter-Spring Biassed Radially- Adjustable Rollers (Anti-Friction Nut)	5,680,795
Mechanical Oscillator	5,592,852
Continuation Application	5,709,127
Strut Construction (No Unlock under Load)	5,265,970
Continuation-in-Part Application on Strut Construction – (no-unlock-under-load, either ball locking members or arcuate dog locking members)	5,366,313
Hinged Strut Construction	5,364,201
Anti-Friction Nut	5,191,805
Latch Construction	5,044,679
Continuation Application on Latch Construction	5,192,098
Releasable Fastener	4,392,281
Mechanical Screw Transmission	4,198,872
Reversing Attachment for Diamond Thread Screw	4,343,200
Ball-Type Mechanical Transmission (Boat Steering)	4,199,999
Extensible & Retractable Strut	4,362,415

**(List of Foreign Patents)**

<u>Title</u>	<u>Registration No.</u>	<u>Country</u>
Mechanical Screw Transmission		France Germany Japan United Kingdom
Ball Reverser	1,309,536	Japan

SCHEDULE OF CLOSING DOCUMENTS

1. Open-End Mortgage
2. Collateral Assignment of Stock Purchase Agreement
3. Legal opinion of Updike, Kelly & Spellacy, P.C., Connecticut counsel to TransTechnology
4. Certificate of Good Standing of NORCO from the Secretary of State for the State of Connecticut
5. Certified copy of Articles of Incorporation of NORCO certified by the Secretary of State for the State of Connecticut
6. Secretary's Certificate of NORCO Inc. as to:
  - a) its Articles of Incorporation;
  - b) its by-laws;
  - c) directors' resolutions; and
  - d) incumbency and signatures of officers
7. ALTA Title Insurance Policies with legible copies of all exception documents and Comprehensive (ALTA Form 9), Revolving Credit, Doing Business, Tie-In, Usury, and Variable Rate Endorsements
8. Copies of Environmental Site Assessments
9. Parties in Possession and Mechanics Lien Affidavits
10. Appraisal
11. Survey
12. UCC-1 Fixture Financing Statements with respect to NORCO to be filed with the Secretary of State of Connecticut and local filing office
13. Perfection Certificate for NORCO
14. UCC-1 Financing Statements with respect to NORCO and TransTechnology to be filed with the Secretary of State of Connecticut

15. Insurance Certificates (hazard & liability, business interruption insurance without earthquake, fire or flood exclusions) naming the Agent as additional insured and loss payee
16. Stock Certificate(s) and undated stock power(s) executed in blank for NORCO
17. Certified copy of Stock Purchase Agreement and any related documents