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U.S. Patent & TMO/c/TM Mail Rcpt Dt. #51

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

Aerospace Rivet Manufacturers Corporation
17425 Railroad Street
City of Industry, California 91748

A California 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: Consent and Amendment Agreement No. 7, dated as of June 29, 1998, attached hereto as Exhibit 1.

4. Registration numbers:

<u>Trademarks</u>	<u>Registration No.</u>	<u>Registration Date</u>
AR	1,849,781	August 16, 1994

10/09/1998 DWGUYEN 00000201 1849781

01 FC:481

40.00 OP

406

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

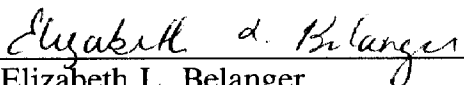
6. Total number of applications and registrations involved: 1

7. Total fee enclosed: \$40.00

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 21, 1998

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

Box Assignment Fee
Assistant Commissioner of Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

**CONSENT AND
AMENDMENT AGREEMENT NO. 7**

dated as of June 29, 1998

to a

**REVOLVING CREDIT AND
TERM LOAN AGREEMENT**

**and to certain other Loan Documents
as referred to and defined therein**

This **CONSENT AND AMENDMENT AGREEMENT** (this "Amendment"), dated as of June 29, 1998, is by and among **TransTechnology Corporation** ("TransTechnology"), **TransTechnology Seeger-Orbis GmbH** ("GmbH"), **Anderton International Limited** (formerly known as TTUK Acquisition Co. Limited) ("Limited" and, together with TransTechnology and GmbH, the "Borrowers"), BankBoston, N.A. ("BKB"), such other lending institutions as are parties to the Credit Agreement (as defined below) (collectively, and including BKB, the "Lenders"), BKB, acting as fronting bank with respect to the funding of Sterling Loans (in such capacity, the "Sterling Fronting Bank"), BHF-BANK Aktiengesellschaft, acting as fronting bank with respect to the funding of DM Loans (in such capacity, the "DM Fronting Bank"), BKB, as issuing bank (in such capacity, the "Issuing Bank"), and BKB, as agent (in such capacity, the "Agent"). 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 Revolving Credit and Term Loan Agreement dated as of June 30, 1995, as amended by Amendment Agreement No. 1 dated as of August 29, 1995, Consent and Amendment Agreement No. 2 dated as of October 27, 1995, Amendment Agreement No. 3 dated as of March 29, 1996, Amendment Agreement No. 4 dated as of December 31, 1996, Consent and Amendment Agreement No. 5 dated as of March 31, 1997, and Amendment Agreement No. 6 dated as of May 26, 1998 (as so amended, the "Credit Agreement");

WHEREAS, TransTechnology has agreed, pursuant to a certain letter of intent, dated May 15, 1998 (the "Letter of Intent"), to purchase all of the issued and outstanding capital stock of Aerospace Rivet Manufacturers Corporation, a California corporation ("ARM");

WHEREAS, the Borrowers have requested that the Lenders consent to certain transactions pursuant to the provisions of the Credit Agreement, including TransTechnology's acquisition of ARM;

WHEREAS, in connection with the acquisition of ARM, the Borrowers, the Agent and the Lenders have further agreed to certain amendments to the Credit Agreement and the Security Documents upon the terms and conditions hereinafter set forth:

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

§1. Consents.

§1.1 Cognizant of §10.5.2 of the Credit Agreement, the Lenders hereby consent to the sale of certain real estate of GmbH not used in the operations or business of TransTechnology and its Subsidiaries and acquired in connection with the acquisition of Pebra GmbH Paul Braun i.K (the "Surplus Pebra Real Estate"), provided that the proceeds of the sale of the Surplus Pebra Real Estate be applied in accordance with §4C.4 of the Credit Agreement. The Lenders hereby authorize the Agent to instruct the DM Fronting Bank, as collateral agent in Germany, to execute all documents or instruments necessary or advisable and take all further steps to release the Surplus Pebra Real Estate upon the execution of this Amendment by all Lenders.

§1.2 Subject to the conditions set forth herein and cognizant of §§9.6(iii), 10.3 and 10.5.1 of the Credit Agreement, the Majority Lenders hereby consent to the acquisition by TransTechnology of all of the issued and outstanding capital stock of ARM in accordance with the terms of the Letter of Intent.

§2 Amendments to Credit Agreement. Upon satisfaction of the conditions precedent set forth in §8.2 hereof, the Credit Agreement is hereby amended as follows:

§2.1 The definition of "Borrowing Base Subsidiary" is amended by deleting "and TCR" on the last line thereof and substituting therefor "; TCR; and ARM."

§2.2 The definition of "Security Documents" is amended by deleting the words "the Collateral Assignment of TCR Stock Purchase Agreement" and inserting in place thereof "the Collateral Assignments of Acquisition Agreements."

§2.3 Section 1.1 of the Credit Agreement is hereby amended by inserting the following new definitions therein in alphabetical order:

"ARM. Aerospace Rivet Manufacturers Corporation, a California corporation."

"ARM Acquisition. The acquisition by TransTechnology of all of the issued and outstanding capital stock of ARM pursuant to and in accordance with the ARM Stock Purchase Agreement."

"ARM Closing. The "Closing" of the ARM Acquisition, as defined in the ARM Stock Purchase Agreement."

"ARM Stock Purchase Agreement. The Stock Purchase Agreement between TransTechnology, ARM and the shareholders of ARM."

"Collateral Assignment of ARM Stock Purchase Agreement. The Collateral Assignment in favor of the Agent, for the benefit of the Lenders, of all of TransTechnology's right, title and interest in, to and under the ARM Stock Purchase Agreement, in form and substance satisfactory to the Lenders and the Agent."

"Collateral Assignments of Acquisition Agreements. The Collateral Assignment of TCR Stock Purchase Agreement, the Collateral Assignment of ARM Stock Purchase Agreement, and any future assignments of acquisition agreements by TransTechnology or its Subsidiaries in favor of the Agent, for the benefit of the Lenders."

§2.4 The Schedules to the Credit Agreement are hereby amended by adding the disclosures listed on Exhibit A hereto to each of the respective Schedules to the Credit Agreement referred to in such Exhibit.

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

§4. Amendment to Security Agreement.

§4.1 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 ARM as a party thereto as a "Subsidiary" and one of the "Companies" thereunder. ARM hereby consents and agrees 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. ARM 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.

§4.2 Section 2.1 of the Security Agreement is hereby amended to insert "and other investment property" after "instruments (including certificated securities)" in the definition of Collateral.

§4.3 Section 2.1 of the Security Agreement is hereby further amended to insert ", rights to proceeds of letters of credit" after "deposit accounts" in the definition of Collateral.

§5. 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 ARM as a "Subsidiary" thereunder and (b) by deleting the original Annex A thereto and substituting, therefor the Annex A attached as Exhibit B hereto, and ARM 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.

§6. 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 and the Agent (the "Trademark Security Agreement") is hereby amended (a) to add ARM as an "Assignor" thereunder, and (b) to add to Schedule A thereto the trademarks and trademark assignments set forth in Exhibit C hereto. ARM 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. ARM 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.

§7. Amendment to Patent Collateral Assignment and Security Agreement. The Patent Collateral Assignment and Security Agreement dated as of June 30, 1995 (the "Patent Security Agreement"), 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 and the Agent shall be amended (a) to add ARM as an "Assignor" thereunder, and (b) to add to Schedule A thereto the patents and patent assignments set forth in Exhibit D hereto. ARM 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. ARM 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.

§8. Conditions to Effectiveness.

§8.1. The effectiveness of the consent set forth in §1.1 herein shall be conditioned upon (a) the execution and delivery of this Amendment by each of the Lenders, and (b) application of the proceeds of the Surplus Pebra Real Estate in accordance with §4C.4 of the Credit Agreement.

§8.2. The effectiveness of the consent set forth in §1.2 herein and the amendments set forth in §§2 through 7 shall be conditioned upon the satisfaction of the following conditions precedent:

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

§8.2.2. 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.

§8.2.3. 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.

§8.2.4. 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.

§9. Representations and Warranties. Each of the Borrowers hereby represents and warrants to the Agent and each of the Lenders that, as of the date hereof and as of the date of the ARM Closing:

(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, except as set forth in the amendments to the Schedules to the Credit Agreement set forth in Exhibit A hereto, 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 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 and that certain Collateral Assignment of ARM Stock Purchase Agreement, dated as of the date hereof, constitute 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) TransTechnology has delivered to the Agent in connection with TransTechnology's acquisition of ARM (a) the unaudited financial statements of ARM for its fiscal year ended December 31, 1997 and the fiscal quarter ended

March 31, 1998 (the "ARM Financial Statements"), and (b) a pro forma consolidated balance sheet of TransTechnology and its Subsidiaries as at December 31, 1997 employing the unaudited consolidated balance sheet of TransTechnology and its Subsidiaries and the unaudited balance sheet of ARM, each dated December 31, 1997, which properly gives effect to the ARM acquisition. The ARM Financial Statements have been prepared in accordance with generally accepted accounting principles and fairly present the financial condition of ARM as at the close of business on the dates thereof and the results of operations for the fiscal period then ended. Since March 31, 1998, there has occurred no materially adverse change in the financial condition or business of ARM or any material assets of ARM as shown on or reflected in the balance sheet of ARM as at March 31, 1998, or the statement of income for the fiscal quarter then ended, other than changes in the ordinary course of business that have not had any materially adverse effect either individually or in the aggregate on the business or financial condition of ARM or any material assets of ARM.

§10. 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.

§11. 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., individually and
as Agent, Issuing Bank and Sterling
Fronting Bank

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

NATIONAL BANK OF CANADA,
individually and as Co-Agent

By: _____
Name: _____
Title: _____

BHF-BANK AKTIENGESELLSCHAFT,
individually and as DM Fronting Bank

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., individually and
as Agent, Issuing Bank and Sterling
Fronting Bank

By: _____
Name:
Title:

NATIONAL BANK OF CANADA,
individually and as Co-Agent

By:  _____
Name: Jack Jankovic
Title: VP

BHF-BANK AKTIENGESELLSCHAFT,
individually and as DM Fronting Bank

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., individually and
as Agent, Issuing Bank and Sterling
Fronting Bank

By: _____
Name:
Title:

NATIONAL BANK OF CANADA,
individually and as Co-Agent

By: _____
Name:
Title:

BHF-BANK AKTIENGESELLSCHAFT,
individually and as DM Fronting Bank

By: _____
Name: *John Sykes*
Title: *VP*

By: _____
Name: *Anthony Heyman*
Title: *Assistant Vice President*

**THE FIRST NATIONAL BANK OF
CHICAGO**

By: 
Name: **JUAN J. DUARTE**
Title: **Assistant Vice President**

SUMMIT BANK

By: _____
Name:
Title:

SENIOR DEBT PORTFOLIO

By: **Boston Management and Research as
Investment Advisor**

By: _____
Name:
Title:


**MERRILL LYNCH SENIOR
FLOATING FUND RATE, INC.**

By: _____
Name:
Title:

**THE FIRST NATIONAL BANK OF
CHICAGO**

By: _____
Name:
Title:

SUMMIT BANK

By:  _____
Name: **BRUCE A. GRAY**
Title: VICE PRESIDENT
LARGE CORPORATE GROUP
SUMMIT BANK

SENIOR DEBT PORTFOLIO

By: Boston Management and Research as
Investment Advisor

By: _____
Name:
Title:

**MERRILL LYNCH SENIOR
FLOATING FUND RATE, INC.**

By: _____
Name:
Title:

**THE FIRST NATIONAL BANK OF
CHICAGO**

By: _____
Name:
Title:

SUMMIT BANK

By: _____
Name:
Title:

SENIOR DEBT PORTFOLIO

By: Boston Management and Research as
Investment Advisor

By:  _____
Name: **PAYSON F. SWAFFIELD**
Title: **VICE PRESIDENT**

**MERRILL LYNCH SENIOR
FLOATING FUND RATE, INC.**

By: _____
Name:
Title:

**THE FIRST NATIONAL BANK OF
CHICAGO**

By: _____
Name:
Title:

SUMMIT BANK

By: _____
Name:
Title:

SENIOR DEBT PORTFOLIO

By: Boston Management and Research as
Investment Advisor

By: _____
Name:
Title:

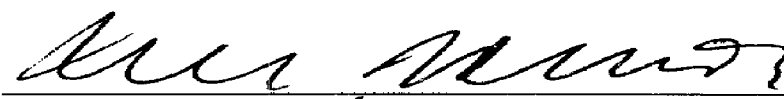
**MERRILL LYNCH SENIOR
FLOATING FUND RATE, INC.**

By: *Gilley Marchand*
Name: *Gilley Marchand*
Title: *VP*

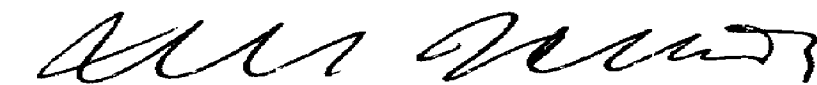
TRANSTECHNOLOGY
CORPORATION


By: 
Name: _____
Title: _____

TRANSTECHNOLOGY SEEGER-
ORBIS GmbH

By: 
Name: ULF JERNSBY
Title: MAN. DIR.
Sen. - blue - Dolly
Sen. - Uwe Wolter
MAN. DIR.

ANDERTON INTERNATIONAL
LIMITED

By: 
Name: ULF JERNSBY
Title: DIR.

By: 
Name: DALW BREEN
Title: MAN. DIR.

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: _____

Title: _____

G C Harvey
VP & Secy

PALNUT FASTENERS, INC.

By: _____

Name: _____

Title: _____

G C Harvey
VP & Secy

**INDUSTRIAL RETAINING RING
COMPANY**

By: _____

Name: _____

Title: _____

G C Harvey
VP & Secy

RETAINERS, INC.

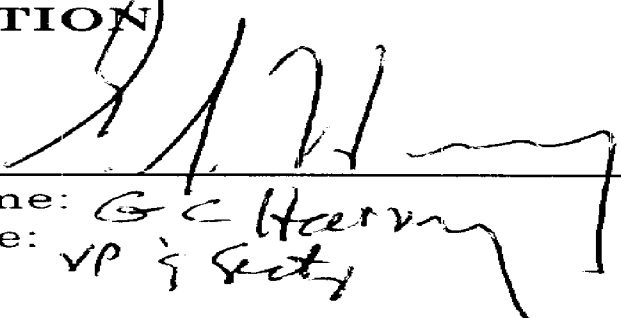
By: _____

Name: _____

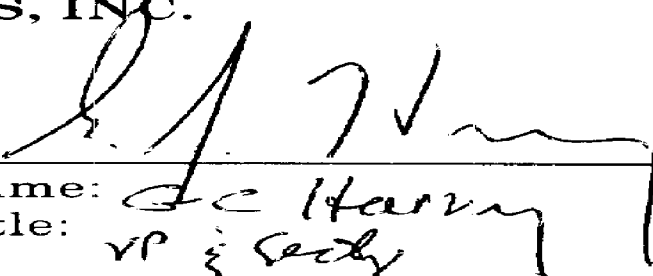
Title: _____

G C Harvey
VP & Secy

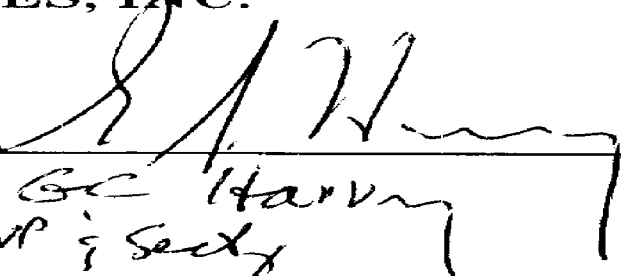
**RANCHO TRANSTECHNOLOGY
CORPORATION**

By: 
Name: G.C. Harvey
Title: VP & Secy

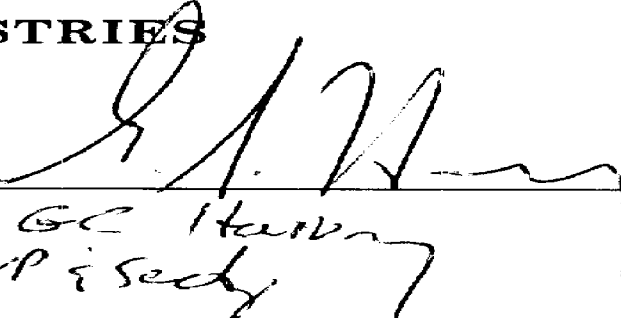
**TRANSTECHNOLOGY SYSTEMS &
SERVICES, INC.**

By: 
Name: G.C. Harvey
Title: VP & Secy

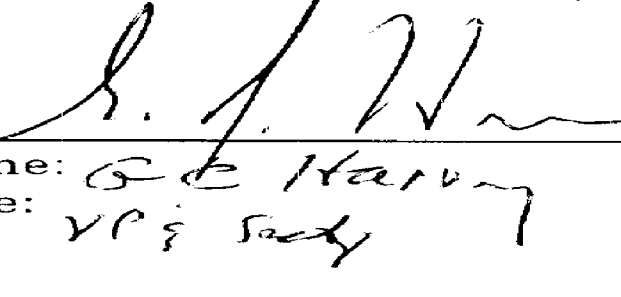
**ELECTRONIC CONNECTIONS AND
ASSEMBLIES, INC.**

By: 
Name: G.C. Harvey
Title: VP & Secy


SSP INDUSTRIES

By: 
Name: G.C. Harvey
Title: VP & Secy

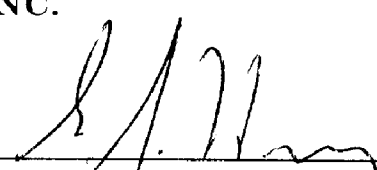
SSP INTERNATIONAL SALES, INC.

By: 
Name: G.C. Harvey
Title: VP & Secy

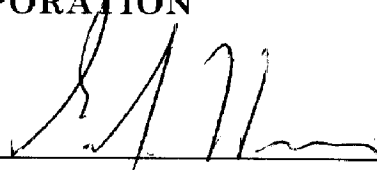
TRANSTECHNOLOGY SEEGER INC.

By: 
Name: G.C. Harvey
Title: VP & Secty

SEEGER INC.

By: 
Name: G.C. Harvey
Title: VP & Secty

TCR CORPORATION

By: 
Name: G.C. Harvey
Title: VP & Secty

ARM hereby acknowledges and affirms its consents and agreements in this Amendment with immediate effect from and after the date of the ARM Closing (as defined in this Amendment).

**AEROSPACE RIVET
MANUFACTURERS CORPORATION**

By: _____
Name:
Title:

-13-

TRANSTECHNOLOGY SEEGER INC.

By: _____
Name:
Title:

SEEGER INC.

By: _____
Name:
Title:

TCE CORPORATION

By: _____
Name:
Title:

ARM hereby acknowledges and affirms its consents and agreements in this Amendment with immediate effect from and after the date of the ARM Closing (as defined in this Amendment).

**AEROSPACE RIVET
MANUFACTURERS CORPORATION**

By: _____
Name: Gerald C. Harvey
Title: Vice President

005-BUSN-536277.1

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JUN 03 1998 10:49 FR BINGHAM DANA LLP 017 951 0706 TO 9121325550 P.15

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AMENDMENTS TO SCHEDULES

None.

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

(List of U.S. Trademarks)

U.S. Trademark Registrations

<u>Trademark or Service Mark</u>	<u>Registration No.</u>
AR	1,849,781

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>
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None

(List of Foreign Patents)

<u>Title</u>	<u>Registration No.</u>	<u>Country</u>
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None

SCHEDULE OF CLOSING DOCUMENTS

1. Landlord's Consent and Waiver, duly executed and delivered by ARMC Properties LLC with respect to real property located in City of Industry, California to be leased by ARM (the "Real Property")
2. Collateral Assignment of ARM Stock Purchase Agreement, duly executed and delivered by TransTechnology and ARM with the consent of the selling shareholders of ARM
3. Legal opinion of Riordan & McKinzie, California counsel to TransTechnology
4. Certificate of Good Standing of ARM, from the Secretary of State for the State of California
5. Certified copy of Articles of Incorporation of ARM, certified by the Secretary of State for the State of California
6. Secretary's Certificate of ARM as to:
 - a) its Articles of Incorporation;
 - b) its by-laws;
 - c) directors' resolutions; and
 - d) incumbency and signatures of officers
7. Perfection Certificate duly executed and delivered by ARM
8. UCC-1 Financing Statements duly executed and delivered by ARM to be filed with the Secretary of State of California
9. UCC Search Results for ARM in form and substance satisfactory to the Agent
10. Environmental Site Assessments (Phase I and II) with respect to the Real Property in form and substance satisfactory to the Agent
11. Insurance Certificates (hazard & liability, business interruption insurance without earthquake, fire or flood exclusions) showing the Agent as additional insured or loss payee, as applicable
12. Stock Certificate(s) and undated stock power(s) executed in blank for 26,625 shares of ARM

13. Certified copy of ARM Stock Purchase Agreement and related documents