

MND 8-3-99

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

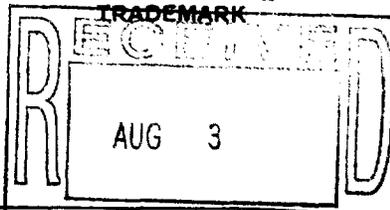
08-06-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other Release and Reassignment of Trademarks and
Trademark Applications As Security

Conveying Party

Mark if additional names of conveying parties attached

Name Citicorp USA, Inc.

Execution Date
Month Day Year
05 13 1999

Formerly _____

0794327

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Fairchild Holding Corp.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 45025 Aviation Drive

Address (line 2) Suite 400

Address (line 3) Dulles VA 20166
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

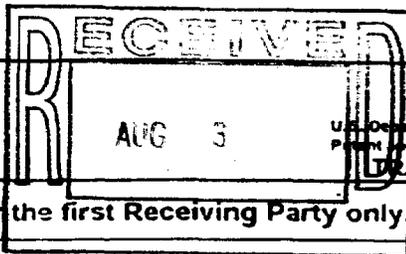
FOR OFFICE USE ONLY

08/05/1999 NTHAI1 00000234 0794327

01 FC:481 40.00 OP
02 FC:482 950.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
REEL: 001942 FRAME: 0921



Domestic Representative Name and Address

Enter for the first Receiving Party only

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

None

Registration Number(s)

39 U.S. Trademark Registrations as listed on Schedule A-1 attached to Release and Reassignment of Trademarks and Trademark Applications As Security

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

James F. Donato

8/2/99

Name of Person Signing

Signature

Date Signed

Schedule A
to
Release and Reassignment
dated as of May 13, 1999

Trademarks

See attached Schedule A-1,

Trademark and Service Mark Applications

None.

SCHEDULE A-1**TRADEMARKS REGISTERED WITH THE UNITED STATES
PATENT & TRADEMARK OFFICE**

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	CLASS
BOYD BOLT	0794327	08/17/65	6
CAMLOC	1408211	09/09/86	6
CAMLOC & Design	0731729	05/22/62	6
CAMLOC & Design	0414291	06/05/45	8
COILTHREAD	1114796	03/13/79	6
DELRON	0713021	03/28/61	6
DESIGN	1790114	08/31/93	6
DESIGN	1805785	11/23/93	6
EDDIE BOLT	1104193	10/17/78	6
EDDIE BOLT SYSTEM	1141512	11/18/80	6
EL	1630585	01/08/91	6
FAIRCHILD	1728523	10/27/92	6
GRIPPER	1796778	10/05/93	8
HERBIE	1092685	06/06/78	8
HI-TORQUE SPEED DRIVE	0942235	09/05/72	6
KEENSERTS & Design	0676869	04/14/59	6
KWIK KEY	1796756	10/05/93	7
KWIK KEY	1796777	10/05/93	8
MAIROLL	0944036	10/03/72	8
O	0883649	01/06/70	6
PERMA VAC	0684365	09/01/59	9
RAM	1790115	08/31/93	6
RI (<i>Stylized</i>)	1785203	08/03/93	6
ROSAN (<i>Stylized</i>)	1503558	09/13/88	6, 7, 8, 9
SC	1638142	03/19/91	6
SNAPTAB	1328543	04/02/85	20
STEP START	1565572	11/14/89	9
TEMP-SURE	1256692	11/08/83	9
TRI-SQUARE	1463284	11/03/87	6
TRIDAIR	0879367	10/28/69	6, 13
TWISTER	1786081	08/03/93	8
V-BOLT	0767404	03/31/64	6
VERI-LITE	1439814	05/19/87	6
VOI-SHAN	1083168	06/24/78	6
VS	610243	08/09/55	6
VS	1072525	09/06/77	6
VSI	0698424	05/31/60	6
WEDG-TITE	1609656	08/14/90	9
WEIGHT/MASTER	0804519	03/01/66	6

RELEASE AND REASSIGNMENT
OF
TRADEMARKS and TRADEMARK APPLICATIONS
AS SECURITY

WHEREAS, Fairchild Holding Corp., a Delaware corporation (the "Company"), owns the trademarks and trademark applications described in the attached Schedule A (the "Trademarks") for which there are recordings in the United States Patent and Trademark Office under the numbers set forth in the attached Schedule A; and

WHEREAS, pursuant to that certain Amended and Restated Trademark Security Agreement dated as of December 19, 1997 (the "Agreement") the Company granted a security interest in, among other things, the Trademarks to secure the payment and performance by the Company of certain of its obligations; and

WHEREAS, the Agreement was recorded in the Assignment Branch, United States Patent and Trademark Office on June 8, 1998 located on Reel 1738, Frame 0368.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Collateral Agent does hereby terminate its security interest in, and reassign and reconvey to the Company, the Trademarks and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the Company's business symbolized by the foregoing and connected therewith, (e) all of the Company's rights corresponding thereto throughout the world, and (f) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether the Company is a licensee or licensor under any such license agreement, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Company and now or hereafter covered by such licenses.

Dated: May 15, 1999

CITICORP USA, INC., as
Collateral Agent

By *Suzanne Crymes*
Suzanne Crymes
Vice President