





#### UNITED STATES PATENT AND TRADEMARK OFFICE

#### RECORDATION FORM COVER SHEET

#### TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying parties:

TransTechnology Corporation 150 Allen Road Liberty Corner, New Jersey 07938

A Delaware corporation

Seeger Inc. 150 Allen Road Liberty Corner, New Jersey 07938

A Delaware corporation

TCR Corporation 1600 67<sup>th</sup> Avenue North Minneapolis. MN 55430

A Minnesota corporation

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

A California corporation

BUSDOCS: 790864.1

NORCO, Inc. 139 Ethan Allen Highway Ridgefield, CT 06877-6294

A Connecticut corporation

TransTechnology Engineered Components, LLC 150 Allen Road Liberty Corner, New Jersey 07938

A Delaware limited liability company

2. Name and address of receiving party:

BankBoston, N.A., as Agent 100 Federal Street Boston, Massachusetts 02110

A national banking association

3. Nature of conveyance: Amended and Restated Trademark Collateral Security and Pledge Agreement, attached hereto as Exhibit 1

Execution date: August 31, 1999

- 4. Application numbers and registration numbers:
  - A. Trademark application numbers:

See Schedule A attached hereto and made a part hereof.

B. Trademark registration numbers:

See Schedule A attached hereto and made a part hereof.

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

Matthew J. Cohen, Esq. Bingham Dana LLP 150 Federal Street Boston, Massachusetts 02110

BUSDOCS: 790864.1

- 6. Total number of applications and registrations involved: 70
- 7. Total fee enclosed: \$1,765.00
- 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.

Matthew J. Cohen, Esq. November 8, 1999

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 33

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

Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231

# SCHEDULE A (List of U.S. Trademarks) U.S. Trademark Registrations

## TransTechnology Corporation

Trademark or Service Mark	Registration No.
MAKE-A-CLAMP	975,772
ON-SERT	882,005
PAL	340,210
PALNUT	556,075
POWER-SEAL S	869,921
PUSHNUT	617,710
YMC	962,336
CURTIS & MARBLE	686,245
MILLER	1,034,505
TAG-O-MATIC	838,728
TRANSCOLORIZER	888,222
AEROVANE	988,905
FRIEZ	552,482
MAGNESYN	388,445
MAGNESYN	396,990
PSYCHRON	650,065
TRANSFRISKER	878,559
FEDERAL LABORATORIES INC. SALTSBURG,	904,554
PENNA.	
MINI-STREAMER	877,271
SKAT SHELL	957,550
TRIPLE-CHASER	864,805
TEXICON	399,214
AERO-SEAL	1,723,241
BREEZE	1,147,031
CONSTANT-TORQUE	1,307,639
EURO-SEAL	1,985,466
HI-TORQUE	1,892,921
SPOON NUT	2,073,414
BREEZE	1,134,995
PACK TECH	1,181,853
TUFFER	1,293,917
BELFORT	1,259,284
BI-PRO	1,261,528
BI-SHELL	1,115,971
BREEZE	1,135,036
MT DIATEORMATION	1,249,749
PLATFORMATION SIGNAMATION	1,446,147
SIGNAMATION TELLEDMATION	1,446,146
TELLERMATION	1,453,017
ULTRAGRAF FUDERAL LABORATORIES	1,200,315
FEDERAL LABORATORIES	1,725,445

BUSDOCS:791330 2

## Seeger Inc.

Trademark or Service Mark	Registration No.
CRESCENT	615,340
GRIPRING	721,293
KLIPRING	1,035,195
PRONG-LOCK	1,026,539
RETAINING RING DESIGN	1,330,849
RETAINING RING DESIGN	780,219
RING-JECTOR	1,172,920
RING-MOUNT	737,496
RING-O-MAT	721,869
ROL-PAK	1,179,814
SEEGER	1,437,708
SEEGER AND DESIGN	1,444,876
SNAP-PAK	708,065
TRUARC (BLOCK LETTERS)	1,001,237
TRUARC RADIAL POWER-GUN	1,329,250
WALDES TRUARC	2,073,279

## Aerospace Rivet Manufacturers Corporation

Trademark or Service Mark	Registration No.
AR	1,849,781

## NORCO Inc.

Trademark or Service Mark	Registration No.
NORCO INC.	1,153,612
BALL REVERSER	1,144,720
NORCO	2,209,301

## $Trans Technology\ Engineered\ Components,\ LLC$

Trademark or Service Mark	Registration No.
SPEED NUT	517,759
SPEED NUTS (WITH DESIGN)	352,168
T	927,128
TINNERMAN	918,766

## Trademark Applications

## TransTechnology Corporation

Trademark or Service Mark	Serial No.
ENGINEERED PRODUCTS FOR GLOBAL PARTNERS TT	75-657,953 75-657,952

## NORCO, Inc.

Trademark or Service Mark	<u>Serial No.</u>
NORLAB CALIBRATION GASES AND EQUIPMENT A DIVISION OF NORCO, INC.	75-376,348

## TCR Corporation

Trademark or Service Mark	Serial No.
TCR	75-446,359

BUSDOCS:791330.2

## SCHEDULE A (List of Foreign Trademarks)

## Seeger Inc.

Trademark or Service Mark	Registration No.	Country
GRIPRING (stylized)	1,478,547	France
KLIPRING	1,244,673	France
MULTIARC	347,047	Canada
MULTIARC	1,244,672	France
MULTIARC	2258136	Japan
RETAINING RING (device)	1,478,542	France
RING-GUN (word)	1,478,543	France
RING-JECTOR (word)	1,478,546	France
RING-O-MAT (word)	1,478,545	France
ROL-PAK (word)	1,478,544	France
SNAP-PAK (word)	1,478,541	France
TRUARC	113/1947	Denmark
TRUARC	1,403,335	France
TRUARC	490,235	Italy
TRUARC	62,631	Sweden
TRUARC	A106152	Australia
TRUARC	21,274	Austria
TRUARC	041,123	Benelux
TRUARC	UCA 18695	Canada
TRUARC	335,460	Chile
TRUARC	285,851	India
TRUARC	285,853	India
TRUARC	36,809	Israel
TRUARC	37,198	Israel
TRUARC	383,007	Mexico
TRUARC	39911	Norway
TRUARC	56,957	Singapore
TRUARC	KOR 3802	Thailand
TRUARC	630,996	U.K.
TRUARC	B716,372	U.K.
TRUARC	76103-F	Venezuela
TRUARC	619,687	West Germany
TRUARC (block letters)	168460	Uruguay
TRUARC (stylized)	0196015	Spain
TRUARC (stylized)	351,903	Switzerland
TRUARC RADIAL POWER GUN	94 544 805	France
TRUARC RADIAL POWER-GUN	501,118	Italy
TRUARC RADIAL POWER-GUN	328,509	Canada
TRUARC RADIAL POWER-GUN	1,087,422	Germany
WALDES TRUARC	367596	Canada
WALDES TRUARC	335,459	Chile
WALDES TRUARC	361,878	Mexico

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TRADEMARK
REEL: 001982 FRAME: 0675

## TransTechnology Engineered Components, LLC

Trademark or Service Mark	Registration No.	Country
SPEED NUT	TMDA 52380	Canada
TINNERMAN	TMA 277,215	Canada
TINNERMAN	128350	Mexico

## TransTechnology Canada Corporation

Registration No.	Country
TMDA 52380	Canada
TMA 277,215	Canada
	TMDA 52380

## (pending)

## Seeger Inc.

Trademark or Service Mark	Serial No.	Country
TRUARC RADIAL POWER GUN	AP	Mexico
WALDES TRUARC – CL. 7	AP 819927031	Brazil
WALDES TRUARC – CL. 8	AP 819927090	Brazil

## AMENDED AND RESTATED TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

RESTATED TRADEMARK AMENDED AND COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of June 30, 1995, and amended and restated as of August 31, 1999, among TRANSTECHNOLOGY CORPORATION, a Delaware corporation ("TransTechnology"), SEEGER INC., a Delaware corporation formerly known as Waldes Truarc Inc. ("Seeger"), TCR CORPORATION, a Minnesota corporation ("TCR"), AEROSPACE RIVET MANUFACTURERS CORPORATION, a California corporation NORCO, INC., a Connecticut corporation ("NORCO"), TRANSTECHNOLOGY ENGINEERED COMPONENTS, LLC, a Delaware limited liability company ("TTEC"), TRANSTECHNOLOGY CANADA CORPORATION, an Ontario corporation ("TransTechnology Canada") (TransTechnology, Seeger, TCR, ARM, NORCO, TTEC and TransTechnology Canada being referred to herein collectively as the "Assignors", and each an "Assignor") and BANKBOSTON, N.A., a national banking association having an office at 150 Federal Street, Boston, Massachusetts 02110, as administrative agent (hereinafter, in such capacity, the "Administrative Agent") for itself and other lending institutions (hereinafter, collectively, the "Lenders") which are, or may in the future become, parties to a Second Amended and Restated Credit Agreement dated as of June 30, 1995, amended and restated as of July 24, 1998, and as further amended and restated as of August 31, 1999 (as amended and in effect from time to time, the "Credit Agreement"), by and among TransTechnology, TransTechnology Seeger-Orbis GmbH, TransTechnology (GB) Limited (collectively, the "Borrowers"), the Lenders, certain other parties therein and the Administrative Agent.

WHEREAS, each of Seeger, TCR, ARM, NORCO, TTEC and TransTechnology Canada is a wholly-owned direct or indirect subsidiary of TransTechnology;

WHEREAS, pursuant to the terms of the Credit Agreement, the Lenders have, upon the terms and subject to the conditions contained therein, agreed to make loans and otherwise to extend credit to the Borrowers;

WHEREAS, pursuant to that certain Amended and Restated TransTechnology Guaranty dated as of the date hereof (as amended, modified, supplemented or restated from time to time, and including any replacements thereof, the "TransTechnology Guaranty"), TransTechnology has guaranteed the obligations of the other Borrowers under the Credit Agreement, the Notes and the other Loan Documents;

WHEREAS, pursuant to the terms of that certain Amended and Restated Subsidiary Guaranty dated as of the date hereof (as amended, modified, supplemented or restated from time to time, and including any replacements thereof, the "Subsidiary Guaranty"), the Assignors (other than TransTechnology) and the other Guarantors thereunder (collectively, the "Guarantors") have

guaranteed all of the obligations of TransTechnology under the Credit Agreement, the TransTechnology Guaranty and the other Loan Documents;

WHEREAS, it is a condition precedent to the Lenders' making any loans or otherwise extending credit to the Borrowers under the Credit Agreement that the Assignors execute and deliver to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a trademark agreement in substantially the form hereof, amending and restating the Trademark Collateral Security and Pledge Agreement, dated as of June 30, 1995, originally entered into by and among TransTechnology, Seeger (then known as Waldes Truarc Inc.), and BankBoston, N.A. (then known as The First National Bank of Boston), as Agent (as amended, the "Original Trademark Agreement");

WHEREAS, 'TransTechnology and each of the Guarantors has executed and delivered to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, the Security Agreement (as defined in the Credit Agreement), pursuant to which TransTechnology and each of the Guarantors has granted to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a security interest in certain of TransTechnology's and each of the Guarantors' personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on <u>Schedule A</u> attached hereto, all to secure the payment and performance of the Obligations (as defined herein);

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

**NOW, THEREFORE**, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend and restate the Original Trademark Agreement as follows:

#### 1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of any of the Assignors and their business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Obligations. Collectively, all indebtedness, obligations and liabilities of each of the Assignors to any of the Lenders and the Administrative Agent individually or collectively, existing on the date hereof or arising thereafter, direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or

unliquidated, secured or unsecured, arising by contact, operation of law or otherwise, arising or incurred under the Credit Agreement, the TransTechnology Guaranty, the Subsidiary Guaranty or any of the other Loan Documents or in respect of any of the Loans made or Reimbursement Obligations incurred or any of the Notes, Letter of Credit Applications, Letters of Credit or other instruments at any time evidencing any thereof.

<u>Pledged Trademarks</u>. All of the Assignors' right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of any of the Assignors that uniquely reflect or embody the Associated Goodwill, including the following:

- (a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and
- (b) the following documents and things in the possession or under the control of any of the Assignors, or subject to its demand for possession or control, related to the production, delivery, provision and sale by such Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of such Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:
  - (i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of such Assignor, their affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;
  - (ii) all agreements (including franchise agreements), product and service specification documents and operating, production and

quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

- (iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and
- (iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by such Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

<u>Trademark Agreement</u>. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of each of the Assignors pursuant to any and all past, present and future franchising or licensing agreements in favor of such Assignor, or to which such Assignors is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of such Assignor or the Administrative Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which such Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of each of the Assignors or the Administrative Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of each of the Assignors or the Administrative Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the

Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of any of the Assignors, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by such Assignor or are now owned, held or used by such Assignor, in such Assignor's business, or with such Assignor's products and services, or in which such Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by such Assignors in such Assignor's business or with such Assignor's products and services, or in which such Assignor in the future acquires any right, title or interest

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with any of the Assignors or its business or for the direct or indirect benefit of any of the Assignors or its business, including all such uses by such Assignor itself, by any of the affiliates of such Assignor, or by any franchisee, licensee or contractor of such Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in §1.2 of the Credit Agreement shall be applicable to this Trademark Agreement.

#### 2. GRANT OF SECURITY INTEREST.

- 2.1. Security Interest; Assignments of Marks. As collateral security for the payment and performance in full of all of the Obligations, each of the Assignors hereby unconditionally grants to the Administrative Agent, for the benefit of the Lenders and the Administrative 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 Administrative Agent for the benefit of the Lenders and the Administrative Agent. In addition, each of the Assignors has executed in blank and delivered to the Administrative Agent (a) an assignment of United States federally registered trademarks in substantially the form of Exhibit 1 hereto, and (b) an assignment of Canadian registered trademarks in substantially the form of Exhibit 2 hereto (each, an "Assignment of Marks"). Each of the Assignors hereby authorizes the Administrative Agent to complete as assignee and record with the PTO the Assignments of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Administrative Agent's remedies under this Trademark Agreement and the Security Agreement.
- 2.2. <u>Conditional Assignment</u>. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks

provided in §2.1, each of the Assignors grants, assigns, transfers, conveys and sets over to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, such Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Administrative Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Administrative Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by any of the Assignors to the Administrative Agent or its nominee in lieu of foreclosure).

2.3. Supplemental to Security Agreement. Pursuant to the Security Agreement, each of the Assignors has granted to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Administrative Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO or any other agency, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Administrative Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Administrative Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Administrative Agent in and to the Pledged Trademarks (and any and all obligations of the Assignors with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent (and the obligations of the Assignors) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

#### 3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each of the Assignors represents, warrants and covenants that: (i) <u>Schedule A</u> sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by such Assignor; (ii) the

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Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of such Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of such Assignor's knowledge, there is no infringement by others of the Trademarks. Trademark Registrations or Trademark Rights; (v) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of such Assignor's knowledge, there is no infringement by such Assignor of the trademark rights of others; (vi) such Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that such Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by such Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement; (vii) such Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (viii) such Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) such Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Security Agreement, will create in favor of the Administrative Agent a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this §3; and (xi) except for (A) the filing of financing statements where required under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, and (B) the making of personal property security agreement filings where required and the filing of this Trademark Agreement with Patents and Trademarks Canada, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by such Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by such Assignor, or (B) for the perfection of or the exercise by the Administrative Agent of any of its rights and remedies hereunder.

#### 4. INSPECTION RIGHTS.

Each of the Assignors hereby grants to each of the Administrative Agent and the Lenders and its employees and agents the right to visit such Assignors' plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

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#### 5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Administrative Agent's prior written consent and except for licenses of the Pledged Trademarks in the ordinary course of the Assignors' businesses consistent with its past practices, none of the Assignors will (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with such Assignor's obligations under this Trademark Agreement or the Security Agreement.

#### 6. AFTER-ACQUIRED TRADEMARKS, ETC.

- 6.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, any of the Assignors shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and such Assignor shall promptly provide to the Administrative Agent notice thereof in writing and execute and deliver to the Administrative Agent such documents or instruments as the Administrative Agent may reasonably request further to implement, preserve or evidence the Administrative Agent's interest therein.
- 6.2. <u>Amendment to Schedule</u>. Each of the Assignors authorizes the Administrative Agent to modify this Trademark Agreement and the Assignments of Marks, without the necessity of such Assignor's further approval or signature, by amending <u>Schedule A</u> hereto and the <u>Annexes</u> to the Assignments of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6.

#### 7. TRADEMARK PROSECUTION.

- 7.1. Assignors Responsible. Each of the Assignors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Administrative Agent and the Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Administrative Agent or any Bank in connection with the Administrative Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, each of the Assignors shall retain trademark counsel acceptable to the Administrative Agent.
- 7.2. <u>Assignors' Duties, etc.</u> Each of the Assignors shall have the right and the duty, through trademark counsel acceptable to the Administrative Agent, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the

Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Assignors. None of the Assignors shall abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Administrative Agent, which consent shall not be unreasonably withheld.

- 7.3. Assignors' Enforcement Rights. Each of the Assignors shall have the right and the duty to bring suit or other action in such Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. Each of the Assignors may require the Administrative Agent to join in such suit or action as necessary to assure such Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Administrative Agent is completely satisfied that such joinder will not subject the Administrative Agent or any Bank to any risk of liability. Each of the Assignors shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including legal fees, incurred by the Administrative Agent pursuant to this §7.3.
- 7.4. Protection of Trademarks, etc. In general, each of the Assignors shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. None of the Assignors shall take or fail to take any action, nor permit any action to be taken or not taken by others under their control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks.
- 7.5. Notification by Assignors. Promptly upon obtaining knowledge thereof, each of the Assignors will notify the Administrative Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or such Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of such Assignor or the Administrative Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Administrative Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

#### 8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2), the Credit Agreement, the Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the Commonwealth of Massachusetts, and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignors, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignors may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Administrative Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignors at least five (5) Business Days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignors hereby agree shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold. licensed or otherwise disposed of.

#### 9. COLLATERAL PROTECTION.

If any of the Assignors shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any Assignor shall be breached, the Administrative Agent, in its own name or that of such Assignor (in the sole discretion of the Administrative Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and each of the Assignors agrees promptly to reimburse the Administrative Agent for any cost or expense incurred by the Administrative Agent in so doing.

#### 10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, each of the Assignors does hereby make, constitute and appoint the Administrative Agent (and any officer or agent of the Administrative Agent as the Administrative Agent may select in its exclusive discretion) as such Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse such Assignor's name on all applications, documents, papers and instruments necessary for the

Administrative Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of such Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that such Assignor is obligated to execute and do hereunder. Each of the Assignors hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Administrative Agent and the Lenders from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Administrative Agent under this power of attorney (except for the Administrative Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

#### 11. FURTHER ASSURANCES.

The Assignors shall, at any time and from time to time, and at their expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Administrative Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Administrative Agent the grant, perfection and priority of the Administrative Agent's security interest in the Pledged Trademarks.

#### 12. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full in cash, this Trademark Agreement shall terminate and the Administrative Agent shall, upon the written request and at the expense of the Assignors, execute and deliver to the Assignors all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignors the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Administrative Agent by the Assignors pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Administrative Agent pursuant hereto or the Security Agreement.

#### 13. COURSE OF DEALING.

No course of dealing among any of the Assignors and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any

single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

#### 14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignors.

#### 15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by any of the Assignors hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

#### 16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE AGENT NOR ANY LENDER ASSUMES ANY LIABILITIES OF ANY OF THE ASSIGNORS WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING ANY OF THE ASSIGNORS' OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNORS, AND EACH OF THE ASSIGNORS SHALL INDEMNIFY THE AGENT AND THE LENDERS JOINTLY AND SEVERALLY FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE AGENT OR ANY LENDER WITH RESPECT TO SUCH LIABILITIES.

#### 17. <u>NOTICES</u>.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, or, if either the Person giving the notice or the Person being notified is outside the United States, by

registered or recorded-delivery air mail, in each case postage prepaid, sent by overnight courier, or sent by telegraph, telecopy, facsimile or telex and confirmed by delivery via courier or postal service, addressed as follows:

- (a) if to any of the Assignors, at TransTechnology Corporation, 150 Allen Road, Liberty Corner, New Jersey 07938, Attention: Gerald C. Harvey, Esq., Vice President, Secretary and General Counsel, or at such other address for notice as the Assignor shall last have furnished in writing to the person giving the notice; and
- (b) if to the Administrative Agent, at 100 Federal Street, Boston, Massachusetts 02110, Attention: Maura C. Wadlinger, or at such other address for notice as the Administrative Agent shall last have furnished in writing to the Person giving the notice.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand, overnight courier or facsimile to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer or the sending of such facsimile, (ii) if sent by registered or certified first-class mail, postage prepaid, on the third Business Days following the mailing thereof, and (iii) if sent by registered or recorded-delivery air mail, on the fifth Business Day following the mailing thereof.

#### 18. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Administrative Agent (with the consent of the Majority Lenders) and each of the Assignors, except as provided in §6.2. The Administrative Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Administrative Agent and the Majority Lenders. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

#### 19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH. THE LAWS OF COMMONWEALTH OF MASSACHUSETTS (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW). Each of the Assignors agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the Commonwealth of Massachusetts or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignors by mail at the address specified in §17. Each of the Assignors (other than TransTechnology) hereby expressly appoints TransTechnology at the address specified in §17 as its agent for service of process. Each of the Assignors hereby waives any objection that

it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

#### 20. WAIVER OF JURY TRIAL.

EACH OF THE ASSIGNORS WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, each of the Assignors waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each of the Assignors (i) certifies that neither the Administrative Agent or any Lender nor any representative, agent or attorney of the Administrative Agent or any Lender has represented, expressly or otherwise, that the Administrative Agent or any Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Administrative Agent or any Lender is a party, the Administrative Agent and the Lenders are relying upon, among other things, the waivers and certifications contained in this §20.

#### 21. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignors and their respective successors and assigns, and shall inure to the benefit of the Administrative Agent, the Lenders and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each of the Assignors acknowledges receipt of a copy of this Trademark Agreement.

#### 22. ORIGINAL TRADEMARK AGREENENT SUPERSEDED.

This Trademark Agreement shall, as of the date hereof, amend and restate the Original Trademark Agreement in its entirety and the rights and obligations of the parties evidenced by the Original Trademark Agreement shall be evidenced by this Trademark Agreement.

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

## TRANSTECHNOLOGY CORPORATION

SEEGER IN

By: Name: Gerald C. ; Title:

TCR CORPORATION

By: Name: Good C. Harvey

Title: Vice President & Secretar,

AEROSPACÆ RIVET MANUFACTURERS CORPORATION

Name: Gerold C. Harve

NORCO, ING

By:

Name: Gerald C. Harvey Title: Vice Resident E

TRANSTECHNOLOGY ENGINEERED COMPONENTS, ILC

By:

Name: Gerald C. Harvey

Title: Vice President & Secretary

TRANSTECHNOLOGY CANADA

corporation

By:\_\_\_\_

Name: Gerald C. Horvex Title: Vico President

BANKBOSTON, N.A., as Administrative Agent

Bv.

Name: Robert W. MacElhiney

Title: Vice President

#### CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO	)
	) <b>s</b> s.
COUNTY OF CUYAHOGA	)
on this day of August, 1999, pe	Public in and for the county aforesaid, rsonally appeared Toseph F. Spenker
to me known personally, and who, being by m	e duly sworn, deposes and says that he
is the Vice Presidents CFO of TransTe	chnology Corporation, and that said
instrument was signed and sealed on behalf	of said corporation by authority of its
Board of Directors, and said Joseph F. Span	zer acknowledged said instrument to
be the free act and deed of said corporation.	()_A
٠	Supper
	Notary Public
7	<i>x</i>

My commission expires:

STEVEN H. SNEIDERMAN, Attorney At Law Notary Public - State of Chio My commission has no expiration date. Section 147.03 R.C.

#### CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO	)	
	)	SS
COUNTY OF CUYAHOGA	)	

Notary Public

My commission expires:

STEVEN H. SNEIDERMAN, Attorney At Law Notary Public - State of Ohio My commission has no expiration date. Section 147.03 R.C.

#### CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO	)
	) ss.
COUNTY OF CUYAHOGA	)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 30 day of August, 1999, personally appeared Gerald Chavey to me known personally, and who, being by me duly sworn, deposes and says that he is the vice frestler for TransTechnology Engineered Components, LLC, and that said instrument was signed and sealed on behalf of said company by authority of its [Board of Managers], and said Oerold Chavey acknowledged said instrument to be the free act and deed of said company.

Sole Member

Notary Public

My commission expiresteven H SNEIDERMAN, Attorney at Law

Notary Public - State of Gino My commission has no expiration date. Section 147.03 R.C.

BUSDOCS:768977

## EXHIBIT 1

## ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS,, a [corporation/limited liability company] organized and existing under the laws of the State of, having a place of business at (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and
WHEREAS,, a organized and existing under the laws of the State of, having a place of business at (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.
This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.
IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this day of
[ASSIGNOR]
By: Title:

BUSDOCS:768977.2

The foregoing assignment of registration applications therefor by as of theday of,	the Marks and the registrations thereof and the Assignor to the Assignee is hereby accepted
	By:
	12010
COMMONWEALTH OR STATE OF	) ) ss.
COUNTY OF	) 55.
the person who signed this instrumer of	t, 1999, before me appeared nt, who acknowledged that (s)he is the and that being duly authorized (s)he
signed such instrument as a free act	on behalf of
[Seal]	Notary Public
	My commission expires:

## EXHIBIT 2

## ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (CANADIAN)

[insert form]

3USDOCS:768977.2

#### **ANNEX**

Trademark

or Service Mark Registrations -United States Patent and Trademark Office
Registration No. Registration Date

[List chronologically in ascending numerical order]

Trademark

or Service Mark Pending Applications --

United States Patent and Trademark Office Serial No. Filing Date

[List chronologically in ascending numerical order]

BUSDOCS:768977.2

**RECORDED: 11/08/1999**