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To the Honorable Commissioner of Pat

101597989

...acted original documents or copy thereof.

1. Name of conveying party(ies):

GenCorp Inc.

1-18-01

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 28, 2000

2. Name and address of receiving party(ies)

Name: Bankers Trust Company, as agent

Internal Address:

Street Address: 130 Liberty St

City: New York State: NY ZIP: 10006

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designator is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,337,772

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

01/29/2001 DBYRNE 00000591 1337772

DO NOT USE THIS SPACE

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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.

Laura Konrath

Name of Person Signing

Signature

Date

1/10/01

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 002223 FRAME: 0907

**ASSIGNMENT OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS AND PATENTS**

This ASSIGNMENT, dated as of December 28, 2000, (as amended, restated, modified or supplemented from time to time, this "Assignment") is by and between the GENCORP INC. (the "Borrower") and BANKERS TRUST COMPANY, as Collateral Agent (the "Collateral Agent") for the benefit of the Secured Creditors (as defined below). All capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Credit Agreement (as defined below).

W I T N E S S E T H :

WHEREAS, the Borrower, the financial institutions from time to time party thereto (the "Lenders"), and Bankers Trust Company, as Administrative Agent (together with any successor agent, the "Administrative Agent", and together with the Lenders, the "Bank Creditors"), have entered into a Credit Agreement, dated as of December 28, 2000 (as amended, modified or supplemented from time to time, the "Credit Agreement"), providing for the making of Loans to the Borrower and the issuance of, and participation in, Letters of Credit for the account of the Borrower, all as contemplated therein;

WHEREAS, the Borrower may from time to time be party to one or more (i) interest rate swap agreements, interest rate cap or floor agreements, interest rate collar agreements, interest rate futures contracts, interest rate option contracts or other similar agreements or arrangements designed to protect against the fluctuations in interest rates and/or, (ii) other types of hedging agreements from time to time (each such agreement or arrangement with an Other Creditor (as hereinafter defined), an "Interest Rate Protection Agreement or Other Hedging Agreement"), with a Lender or an affiliate of a Lender (each such Lender or affiliate, even if the respective Lender subsequently ceases to be a Lender under the Credit Agreement for any reason, together with such Lender's or affiliate's successors and assigns, collectively, the "Other Creditors," and together with Bank Creditors, the "Secured Creditors");

WHEREAS, it is a condition precedent to each of the above-described extensions of credit that the Borrower shall have executed and delivered this Assignment; and

WHEREAS, pursuant to Section 3.1 of that certain Security Agreement (the "Security Agreement") dated an even date herewith by and between the Borrower and the Collateral Agent, the Borrower has agreed to deliver this Assignment.

WHEREAS, Borrower desires to enter into this Agreement in order to satisfy the conditions described in the preceding paragraph.

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, GenCorp Inc., an Ohio corporation (the "Assignor") with principal offices at Highway 50 and Aerojet Road, Rancho Cordova, California 95670 hereby

assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Assignor and shall be effective as of the date of the Security Agreement. Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in and re-assigning the Marks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 28th day of December, 2000.

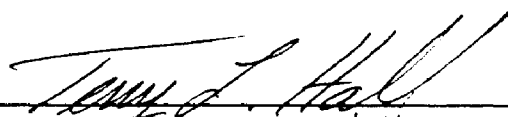
GENCORP INC., as Assignor

P.O. Box 537012
Sacramento, CA 95853
Attention: William R. Phillips

By: _____

Name:

Title:


Terry L. Hall
Senior Vice President
& Chief Financial Officer

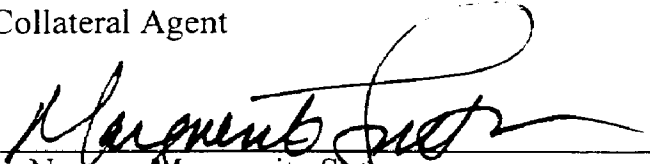
Signature page to Assignment of Security Interest in
Trademarks and Patents

TRADEMARK
REEL: 002223 FRAME: 0910

BANKERS TRUST COMPANY,
as Collateral Agent

130 Liberty Street, 27th Floor
New York, NY 10006
Attention: Marguerite Sutton

By:



Name: Marguerite Sutton

Title: Vice President

Signature page to Assignment of Security Interest in
Trademarks and Patents

TRADEMARK
REEL: 002223 FRAME: 0911

STATE OF ILLINOIS

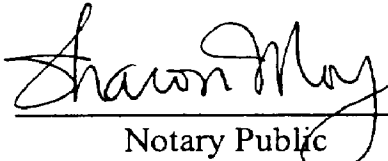
)

) ss

COUNTY OF COOK

)

On this 28th day of December, 2000 before me personally came Terry L. Hall, who being duly sworn, did depose and say that he is Senior VP & CFO of GenCorp Inc., that he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that she did so by authority of Board of Directors of said corporation.


Notary Public



Signature page to Assignment of Security Interest in
Trademarks and Patents

TRADEMARK
REEL: 002223 FRAME: 0912

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On this 27th day of December, 2000 before me personally came Marguerite Sutton, who being duly sworn, did depose and say that she is Vice-President of Bankers Trust Company, that she is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that she did so by authority of Board of Directors of said corporation.


Notary Public

RANESHA PITT
Notary Public, State of New York
No. 01PI6046637
Qualified in Bronx County
Commission Expires August 14, 2002

Signature page to Assignment of Security Interest in
Trademarks and Patents

TRADEMARK
REEL: 002223 FRAME: 0913

SCHEDULE A
to
Borrower Assignment of Security Interest in
U.S. Trademarks and Patents

U.S. Trademark Registration

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
GENCORP	1,337,772	unknown; renewal date is 5/28/05

U.S. Trademark - Pending

<u>Mark</u>	<u>Serial</u>	<u>Filing Date</u>
“Giving Shape to Innovation”	filing receipt not yet received	

SCHEDULE B
to
Borrower Assignment of Security Interest
in U.S. Trademarks and Patents

SCHEDULE OF PATENTS AND APPLICATIONS

<u>Patent Number</u>	<u>Date Issued</u>	<u>Title</u>
6,128,859	10/10/00	mechanically interlocked weatherstrip
6,106,911	8/22/00	beltstrip for a motor vehicle
5,830,390	11/3/98	method for continuous molding and apparatus therefor
5,115,007	5/19/92	abrasion resistant polyurethane blend compositions
5,069,853	12/3/91	method of configuring extrudate flowing from an extruder die assembly
5,067,885	11/26/91	rapid change die assembly
5,014,464	5/14/91	window pane sealing strip having a flexible reinforced glass-run channel
5,013,379	5/7/91	cohesive bonding process for forming a laminate of a wear resistant thermoplastic and a weather resistant rubber
5,001,867	3/26/91	door glass cassette for vehicles
4,923,759	5/8/90	cohesive bonding process for forming a laminate of a wear resistant thermoplastic and a weather resistant rubber
4,913,976	4/3/90	cohesive bonding process for forming a laminate of a wear resistant thermoplastic and a weather resistant rubber
4,906,171	3/6/90	directed flow die assembly
4,702,039	10/27/87	automobile weatherstripping

VPCHI01/#698805

RECORDED: 01/18/2001

TRADEMARK
REEL: 002223 FRAME: 0915