

8-29-01

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09-04-2001

U.S. Department of Commerce
Patent and Trademark Office

EET

101832225

To the Honorable Commissioner of Patents and Trademarks. Please review the original documents or copy thereof.

1. Name of conveying party(ies): TransTechnical Corporation

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

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

2. Name and Address of receiving party(ies)

Name: Breeze Industrial Products Corporation

Address: c/o Industrial Growth Partners
100 Spear Street, Suite 130
San Francisco, CA 94105

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

If assignee is not domiciled in the United States, a domestic
representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: July 6, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) See attached Schedule A

Additional numbers attached? ☒ Yes ☐ No

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

Hayley M. Smith
Legal Assistant
Kirkland & Ellis
153 East 53rd Street
New York, NY 10022-4675

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41)..... \$ 215
☒ Enclosed☒ Any deficiency is authorized to be charged to
Deposit Account No. 111098

8. Deposit Account No. 111098

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

DO NOT USE THIS SPACE

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.

Gracie Prochownik
Name of Person Signing

Gracie Prochownik
Signature

8/29/01
Date

Valid date: 08/31/2001 GTOW11 1723241
08/31/2001 GTOW11 00000103
01 FC:481

-4000 number of pages including cover sheet, attachments, and document: _____

COMMISSIONER OF PATENTS AND TRADEMARKS
BOX ASSIGNMENT
WASHINGTON D.C. 20231

08/31/2001 GTOW11 00000103 1723241

01 FC:481 40.00 DP

TRADEMARK
REEL: 002360 FRAME: 0452

SCHEDULE A**U.S. Trademarks**

Property Name	Registration Number	Registration Date
AERO-SEAL	1,723,241	10/13/92
BREEZE*	1,147,031	2/17/81
CONSTANT-TORQUE	1,307,639	12/4/84
EURO-SEAL	1,985,466	7/9/96
HI- TORQUE	1,892,921	5/9/95
MAKE-A-CLAMP	975,772	1/1/74
MT logo	1,249,749	8/30/83

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 6th day of July 2001, ("Effective Date"), by and between TransTechnology Corporation, a corporation organized under the laws of the State of Delaware, with its principal office at 150 Allen Road, Liberty Corner, NJ 07938 ("Assignor"), and Breeze Industrial Products Corporation, a corporation organized under the laws of the State of Delaware, with its principal office c/o Industrial Growth Partners, 100 Spear Street, Suite 130, San Francisco, CA 94105 ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Sale and Purchase Agreement dated as of same date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed, *inter alia*, to assign to Assignee certain assets relating to the intellectual property of Assignor's business, including, without limitation: (a) those United States trademark registrations identified and set forth on Schedule A; (b) those foreign trademark registrations identified and set forth on Schedule B; (c) those common law trademark rights identified and set forth on Schedule C (collectively referred to herein as the "Marks") and (d) the goodwill of the business associated with the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used, for the United States and for all foreign

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countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States or any foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the Marks; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks in the United States.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

To the extent any provision herein is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

* * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this

Assignment to be signed and executed by the undersigned officers thereunto duly authorized this

16 day of July, 2001.

TRANSTECHNOLOGY CORPORATION

By: 

Name: Gerald C. Harvey

Vice President,

Title: Secretary and General Counsel

BREEZE INDUSTRIAL PRODUCTS
CORPORATION

By: 

Name: Eric Heglie

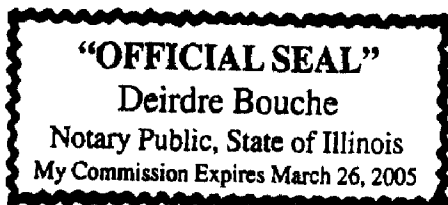
Title: Secretary

STATE OF Illinois)
COUNTY OF COOK)

SS.:

On this 6th day of July 2001, there appeared before me
Gerald C. Harvey, personally known to me, who acknowledged that he signed the
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of
Vice President, Secretary and General Counsel.

Deirdre Bouche
Notary Public

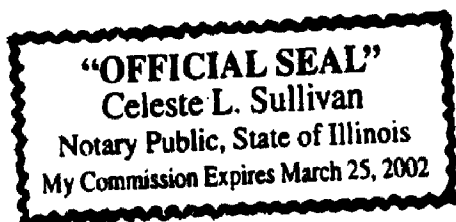


STATE OF Illinois)
COUNTY OF COOK)

SS.:

On this 6th day of July 2001, there appeared before me
Eric Neelie, personally known to me, who acknowledged that he signed the
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of
Secretary

Celeste L. Sullivan
Notary Public



SCHEDULE A

U.S. Trademarks

Property Name	Registration Number	Registration Date
AERO-SEAL	1,723,241	10/13/92
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MAKE-A-CLAMP	975,772	1/1/74
MT logo	1,249,749	8/30/83

- * Assignee shall have no rights relating to the name "Breeze," other than those rights relating to use in connection with goods covered by International Class 6, or United States Class 13 or in connection with clamps or other current or planned products of the Business (as defined in the Purchase Agreement) as of the date hereof including, without limitation, the "Mass Tech" line of products.

SCHEDULE B

Foreign Trademarks

Trademark	Country	Registration Number	Registration Date
AERO-SEAL	Canada	408,132	2/12/93
AERO-SEAL	South Africa	B90/7258	8/19/94
BREEZE*	Colombia	144,826	12/31/93
BREEZE*	Mexico	421,960	9/14/92
BREEZE*	South Africa	90/7257	5/29/95
BREEZE*	Japan	2,017,624	1/26/88
BREEZE HI-TORQUE	European Community	001296821	8/31/99
EURO-SEAL	Canada	465495	10/25/96
EURO-SEAL	Germany	39537450	4/11/96
EURO-SEAL	United Kingdom	2,036,659	12/20/96
MAK-A-CLAMP	Canada	214,206	6/11/76
MAKE-A-CLAMP	Canada	416,337	9/30/93
POWER-SEAL	Canada	405,008	11/13/92
POWER-SEAL	South Africa	B90/7261	3/2/95

- * Assignee shall have no rights relating to the name "Breeze," other than those rights relating to use in connection with goods covered by International Class 6, or United States Class 13 or in connection with clamps or other current or planned products of the Business (as defined in the Purchase Agreement) as of the date hereof including, without limitation, the "Mass Tech" line of products.

SCHEDULE C

Common Law

“BREEZE” but only with respect to (i) use in connection with goods covered by International Class 6, or United States Class 13 or in connection with clamps or other current or planned products of the Business (as defined in the Purchase Agreement) of as of the Closing Date (as defined in the Purchase Agreement) including, without limitation, the “Mass Tech” line of products and (ii) use as part of, or all of, the corporate name of Buyer (as defined in the Purchase Agreement), and as part of all uses by Buyer of such corporate name in the normal course of the Business.