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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

FINANCE SECTION RECORD, TRADEMARK

DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼ ▼ 102033179 ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 3.5.02
 Transtechnology Engineered Components, LLC

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

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

2. Name and address of receiving party(ies)
 Name: National City Bank, as agent
 Internal Address: _____
 Street Address: 1900 East Ninth Street
 City: Cleveland State: Ohio Zip: 44114

Individual(s) citizenship
 Association National Banking Association
 General Partnership
 Limited Partnership
 Corporation-State
 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: December 5, 2001

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

A. Trademark Application No.(s)
 B. Trademark Registration No.(s)

517,759 352,168 927,128 918,766 882,005
340,210 556,075 617,710 2,073,414

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Arthi K. Tiray
 Internal Address: Benesch, Friedlander, Coplan & Aronoff LLP
2300 BP Tower
 Street Address: 200 Public Square
 City: Cleveland State: Ohio Zip: 44114

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
02-2051
 (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.

Arthi K. Tiray _____ March 5, 2002
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 13

03/26/2002 TDIAZ1 00000199 517759

01 FC:481 40.00 OP
 02 FC:482 200.00 OP

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
REEL: 002470 FRAME: 0083

**CONTINGENT PATENT,
TRADEMARK AND LICENSE ASSIGNMENT**

This Contingent Patent, Trademark and License Assignment ("**Assignment**") is executed and delivered at Boston, Massachusetts as of this 5th day of December, 2001, by TRANSTECHNOLOGY ENGINEERED COMPONENTS, LLC, a Delaware limited liability company ("**Assignor**"), in favor of National City Bank ("**National City**"), in its capacity as agent and co-lead arranger (National City, in such capacity, "**Agent**") for the Lenders (as hereinafter defined) for purposes hereof and for purposes of the Credit and Security Agreement made of even date herewith (such Credit and Security Agreement, as the same may from time to time be amended, restated or otherwise modified, the "**Credit Agreement**") among Assignor, the lending institutions named in Schedule 1 thereto (collectively, the "**Lenders**", and individually, each a "**Lender**"), Agent, Antares Capital Corporation ("**Antares**"), as syndication agent and co-lead arranger thereunder for the Lenders for purposes thereof (Antares, in such capacity, "**Syndication Agent**"), Transamerica Business Capital Corporation, as co-documentation agent for the Lenders under this Assignment, and M & I Marshall & Ilsley Bank, as co-documentation agent for the Lenders under this Assignment.

WHEREAS, A. Assignor has determined it to be in its direct pecuniary and business interest that Borrower obtain extensions of credit from the Lenders and Agent;

B. Assignor has requested the Lenders, Agent, and Syndication Agent to enter into the Credit Agreement and to make extensions of credit to Assignor thereunder; and

C. It is a condition precedent to each extension of credit pursuant to the Credit Agreement and to any other extension of credit by Lenders or any of them to or for the account of Assignor that, among other things, Assignor shall have executed and delivered this Assignment to Agent.

THEREFORE, in consideration of the premises, to induce Agent and the Lenders to extend credit pursuant to the Credit Agreement, to induce each Lender to extend to or for the account of Assignor such other credit as that Lender may from time to time deem advisable (all upon such terms and conditions as that Lender may from time to time deem advisable), in order to induce Agent to accept its appointment as "Agent" pursuant to the Credit Agreement, and in consideration of the foregoing and for other valuable considerations, Assignor hereby agrees, grants, represents, and warrants as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein have the meanings given to them in the Credit Agreement unless otherwise defined herein.

2. Assignment of Patents. To secure the complete and timely payment of all of the Secured Debt, Assignor hereby grants, assigns and conveys to Agent, for the benefit of Agent and

the Lenders, all of Assignor's now owned or existing and filed and hereafter acquired or arising and filed:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**"); and

(ii) license agreements to make use of or permit the use of any Patents, Trademarks (as hereinafter defined), and copyrights (including all applications and registrations therefor), or other intellectual property, entered into by Assignor with one or more Affiliates or other parties (provided, in the case of any such agreement with any such other party, the agreement does not by its terms, as in effect on the date hereof, prohibit assignment in the absence of such other party's consent), and all now or hereafter existing amendments of any such agreements, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**").

3. Security Interest in Trademarks and Goodwill. To secure the complete and timely payment of all of the Secured Debt, Assignor hereby creates and provides for in favor of Agent for the benefit of Agent and the Lenders, and grants to Agent for the benefit of Agent and the Lenders, a lien and security interest in and to all of Assignor's now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B, attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); and

(ii) the goodwill of Assignor's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

4. Restrictions on Future Assignments. Assignor agrees that until the Commitment shall have expired or terminated and the Secured Debt shall have been paid in full, Assignor will not, without Agent's prior written consent, enter into any agreement relating to the Patents, Trademarks or Licenses (for example, a license agreement) and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Agent under this Assignment.

5. New Patents, Trademarks, and Licenses. Assignor represents and warrants that the Patents, Trademarks and Licenses listed on Schedules A, B and C, respectively, constitute all of the patents, service marks, trademarks, applications and licenses owned by Assignor on the date hereof. If, before the Commitment shall have expired or terminated and the Secured Debt shall have been paid in full, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, service marks, service mark registrations, service names, or licenses, or (ii) become entitled to the benefit of any patent, service mark or trademark application, service mark, service mark registration, trademark, trademark registration, or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Assignment shall automatically apply thereto and Assignor shall give to Agent prompt written notice thereof. Assignor hereby authorizes Agent as attorney in fact to modify this Assignment by amending Schedules A, B and/or C, as applicable, to include any future patents, patent applications, service marks, service mark registrations, service mark applications, service names, trademarks, trademark registrations, trademark applications, trade names and licenses which are Patents, Trademarks or Licenses, as applicable, under Paragraphs 2 and 3 above or under this Paragraph 5, and to file or refile this Assignment with the United States Patent and Trademark Office.

6. Representations and Warranties. Assignor represents and warrants to and agrees with Agent that:

(i) the Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) each of the Patents and Trademarks is valid and enforceable;

(iii) Assignor is the owner of the Patents and Trademarks and has the power and authority to make, and will continue to have authority to perform, this Assignment according to its terms;

(iv) neither this Assignment, nor the license granted pursuant to Paragraph 8, nor the exercise of any right thereunder, nor any reassignment pursuant to Paragraph 9, does or will violate any rights, whether arising by contract, operation of law, or otherwise, of any Person or any judgment or decree by which Assignor is bound and neither this Assignment, nor the license granted pursuant to Paragraph 8, nor the exercise of any right thereunder, nor

any reassignment pursuant to Paragraph 9 does or will require any consent under any other agreement to which Assignor is a party or by which Assignor is bound;

(v) there has been no prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Trademarks or Licenses or any part thereof and the same are free from all liens, charges and encumbrances of any kind, including but not limited to licenses, shop rights and covenants not to sue third persons, other than Liens permitted by Section 5.9 of the Credit Agreement;

(vi) the Licenses are valid and binding agreements enforceable according to their terms. Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses; and

(vii) Assignor hereby authorizes the Commissioner of Patents and Trademarks to issue any and all Patents on said inventions and any and all certificates of registration on all Trademarks to Agent as assignee of Assignor's entire interest.

7. Royalties; Terms. Assignor hereby agrees that the use by Agent of all Patents, Trademarks and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from Agent to the Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, or (ii) the expiration or termination of the Commitment and the payment in full of the Secured Debt.

8. Grant of License to Assignor. Unless and until an Event of Default (other than any which shall have been waived in accordance with Section 11.3 of the Credit Agreement, Assignor hereby acknowledging that neither Agent nor any Lender shall be obligated to grant any such waiver), shall have occurred, Agent hereby grants to Assignor a nontransferable right and license to use Assignor's rights in the Trademarks, to exercise Assignor's rights under the Licenses, and to make, have made, use and sell the inventions disclosed and claimed in the Patents to the extent of Assignor's rights therein for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Paragraph 8, without the prior written consent of Agent. From and after the occurrence of an Event of Default (other than any which shall have been waived in accordance with Section 11.3 of the Credit Agreement, Assignor hereby acknowledging that neither Agent nor any Lender shall be obligated to grant any such waiver), Assignor's license with respect to Patents, Trademarks and Licenses as set forth in this Paragraph 8 shall terminate forthwith, and Agent shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Ohio or in any jurisdiction in which the Patents, Trademarks or Licenses may be located, including, but not by way of limitation, the location of Agent's main office.

9. Reassignment to Assignor. Upon expiration or termination of the Commitment, and payment in full of the Secured Debt, Agent shall execute and deliver to Assignor all assignments and other instruments as may be reasonably necessary or proper to re-vest in Assignor, without any representation or warranty, express or implied, in fact or by law, on the part of the Agent or any

Lender, Assignor's rights in the Patents, Trademarks and Licenses, subject to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to the Credit Agreement or any other rights of Agent.

10. Duties of Assignor. Assignor shall have the duty to (i) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application of the Trademarks made by it pending as of the date hereof or thereafter until the Debt shall have been paid in full, (ii) make application on unpatented but patentable material inventions and on material trademarks and material service marks, as appropriate, and (iii) preserve and maintain all of its rights in patent applications and patents of the Patents and in trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a Patent application or Trademark application, or any pending Patent application, Trademark application, Patent, or Trademark without the consent of Agent.

11. Financing Statements; Documents. Agent is hereby irrevocably authorized to file one or more financing statements pursuant to the applicable version of the Uniform Commercial Code in form satisfactory to Agent and Assignor will pay on demand the costs of filing and/or recording this Assignment and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by Agent. Assignor will execute and deliver to Agent from time to time such financing statements, supplemental assignments or other instruments, including, but not by way of limitation, additional assignments to be filed with the United States Patent and Trademark Office, as Agent may reasonably require for the purpose of confirming Agent's interest in the Patents, Trademarks and Licenses.

12. Agent's Right to Sue. Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses and the Patents and Trademarks, and any licenses thereunder, and, if Agent shall commence any such suit, Assignor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Assignor shall promptly, as a part of the Secured Debt, reimburse and indemnify Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this Paragraph 12.

13. Waivers. No course of dealing between Assignor and Agent nor any failure to exercise nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement or any other Related Writing 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. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

15. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Effect on Guaranty and Credit Agreement. All of Agent's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Agent under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies.

17. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Agent, its successors and assigns.

18. Governing Law. This Assignment has been delivered and accepted in Boston, Massachusetts, and shall be governed by and construed in accordance with the local laws of the State of Ohio.

IN WITNESS WHEREOF, the undersigned, being a duly authorized officer of Assignor, has executed this Assignment as of the date first hereinabove set forth.

WITNESS:

TRANSTECHNOLOGY ENGINEERED
COMPONENTS

Sign: Theresa L. Murphy

By: [Signature]

Print Name: Theresa L. Murphy

Its: _____

Sign: T. Christy

Print Name: T. Christy

COMMONWEALTH OF MASSACHUSETTS)
) SS:
COUNTY OF SUFFOLK)

The foregoing Contingent Patent, Trademark and License Assignment was executed and acknowledged before me this 5th day of December, 2001, by Frank de la Torre, the Manager of Transtechnology Engineered Components, LLC, a Delaware limited liability company, on behalf of Transtechnology Engineered Components, LLC.

Theresa F Murphy
Notary Public
My commission expires: 5/20/05

Accepted at Boston, Massachusetts,
as of December 5, 2001

NATIONAL CITY BANK, AS AGENT

By: David A Burns
Print Name: DAVID A. BURNS
Its: MANAGING DIRECTOR

Schedule A

Patents

1. List of U.S. Patents

<u>Title</u>	<u>Patent/ Application #</u>	<u>Patent Date</u>
CUT-OFF HEAD FOR WIRE AND STRIP	5924351	7/20/99
COMBINED LIGHT SHIELD AND HEAT SHIELD FOR HEADLIGHT	5993035	11/30/99
FLEXIBLE ADJUSTER FOR HEADLAMPS	6,146,005	11/14/00
VEHICLE HEADLAMP AIMING DEVICE	6,142,654	11/7/00
IMPROVED FASTENING DEVICE	4,508,477	4/2/85
SELF-LOCKING PREVAILING TORQUE FASTENER	4,595,325	6/17/86
REMOVABLE FASTENING ASSEMBLY	4,606,688	8/19/86
HEADLIGHT ADJUSTER GEAR ASSEMBLY	4,665,469	5/12/87
FASTENER ASSEMBLY FOR CYLINDRICAL OPENING	4,735,534	4/5/88
HEADLIGHT POSITION ADJUSTMENT ASSEMBLY	4,796,494	1/10/89
STUD AND STUD RETAINING FASTENER ASSEMBLY	4,834,603	5/30/89
TUBE UNION REINFORCING CLIP	4,913,468	4/3/90
VEHICLE HEADLIGHT POSITION ADJUSTMENT ASSEMBLY	5,023,759	6/11/91
PUSH-IN FASTENER CLIP	5,036,567	8/6/91
VEHICLE HEADLAMP POSITION ADJUSTMENT ASSEMBLY	5,045,987	9/3/91
PIVOT ASSEMBLY FOR VEHICLE HEADLIGHT POSITION ADJUSTMENT	5,063,481	11/5/91
PUSH-IN FASTENER	5,108,239	4/28/92
CLIP-ON FASTENER	5,256,018	10/26/93
RETAINING RING AND CUTTER THEREFOR	5,352,079	10/4/94
TUBE CLIP	5,567,074	10/22/96
SNAP-IN FASTENER	5,593,263	1/14/97
TRIM CLIP	5,774,949	7/7/98
HEADLIGHT POSITION ADJUSTMENT ASSEMBLY	5,775,795	7/7/98
PREVAILING TORQUE CLIP FOR THIN WALL PANEL	5,829,934	11/3/98
THREADED NUT EXPANSION FASTENER	5,873,690	2/23/99
CAGED NUT FASTENER	5,893,694	4/13/99
HEADLAMP ADJUSTING ATTACHMENT	App 09/487,520	File date 3/29/00
RETAINING CLIP FOR COMPUTER	App 09/589,412	File date 6/7/00
RETAINING CLIP FOR COMPUTER	App 09/841,315	File date 4/24/00
FASTENER CLIP	4,610,588	9/9/86
PUSH NUT	6,095,734	8/1/00

<u>Title</u>	<u>Patent/ Application #</u>	<u>Patent Date</u>
MULTI-THREADED NUT ASSEMBLY	5,961,264	10/5/99
PUSH-IN FASTENER CLIP	4,925,351	5/15/90
PUSH-NUT TYPE FASTENER	4,911,594	3/27/90
TWIST-OFF PUSHNUT FASTENER	5,110,246	5/5/92
PUSHNUT FOR USE IN CONJUNCTION WITH A CYLINDRICAL SHAFT HAVING A PAIR OF OPPOSED FLAT SURFACES	5,803,692	9/8/98

2. List of Foreign Patents

<u>Title</u>	<u>Patent/ App. #</u>	<u>Patent Date</u>	<u>Country</u>
TUBE CLIP	195,871	4/5/00	Mexico
SNAP-IN FASTENER	195,825	4/3/00	Mexico
PREVAILING TORQUE CLIP FOR THIN WALL PANEL	PI9805278-0		Brazil
CAGED NUT FASTENER	PI9804173		Brazil
THREADED NUT EXPANSION FASTENER	PI9900264-7		Brazil
PREVAILING TORQUE CLIP FOR THIN WALL PANEL	98121795.3		EPC
TRIM CLIP	98306427.0		EPC
HEADLIGHT POSITION ADJUSTMENT ASSEMBLY	98305040.2		EPC
CAGED NUT FASTENER	98119128.1		EPC
THREADED NUT EXPANSION FASTENER	99101124.8		EPC
SHEET METAL NAIL	EP0014084	3/24/82	EPC
REUSABLE RELEASABLE FASTENER	EP0021849	5/11/83	EPC
IMPROVED FASTENING DEVICE	EP0106451	7/29/87	EPC
SNAP-IN FASTENER	9609963.5		Gr. Br.
HEADLAMP ADJUSTING ATTACHMENT	2,298,258	Filed 2/9/00	Canada
PUSHNUT	App 2,316,609	8/24/00	Canada
PUSH-ON TYPE FASTENER FOR ...	App 00420181.0	8/29/00	European
FASTENER CLIP	8,511,233	9/8/89	France
FASTENER CLIP	3,524,651	8/4/88	Germany
PUSH-NUT TYPE FASTENER	2,846,416	10/30/98	Japan
PUSHNUT	App 009018	9/14/00	Mexico
FASTENER CLIP	0,296,080	3/29/83	Spain
PUSH-NUT TYPE FASTENER	9002190-8	1/26/93	Sweden
FASTENER CLIP	2,162,272	7/24/85	UK
PUSH-NUT TYPE FASTENER	2,234,547	4/21/93	UK
FASTENER CLIP	1,250,163	2/21/89	Canada

Schedule B

Trademarks

1. List of U.S. Trademark Registrations

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SPEED NUT	517,759	11/22/49
SPEED NUTS (WITH DESIGN)	352,168	11/23/37
T	927,128	1/18/72
TINNERMAN	918,766	8/24/71
ON-SERT	882,005	12/9/69
PAL	340,210	11/3/36
PALNUT	556,075	3/11/52
PUSHNUT	617,710	12/20/55
SPOON NUT	2,073,414	6/24/97

2. List of Foreign Trademarks

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Country</u>
TINNERMAN	128350		Mexico
PALNUT	A32136	12/6/63	Australia
PALNUT	006049	2/16/71	Benelux
PALNUT	002553287	1/22/81	Brazil
PAL	156,512	4/26/68	Canada
PUSHNUT	125,904	3/30/62	Canada
PAL	96653369	5/16/97	France
ON-SERT	1,396,393	3/8/70	France
PALNUT	1,337,160	1/13/61	France
PALNUT	1,364,519	5/11/76	France
PALNUT	1,020,657	7/24/81	Germany
PALNUT	114499	10/23/45	India
PALNUT	413,224	8/18/61	Italy
PALNUT	816,908	7/19/68	Italy
PALNUT	2,706,401	4/28/95	Japan
ON-SERT W/KATAKANA	1,520,146	6/29/82	Japan
ON-SERT W/KATAKANA	1,597,356	6/30/83	Japan
PALNUT/ KATAKANA	2,706,400	4/28/95	Japan
PALNUT	2,706,401	4/28/95	Japan
PALNUT	283,205	1/4/83	Mexico
ON-SERT	1,064,188	6/10/76	UK
PAL	1,056,305	12/12/75	UK
PALNUT	371,521	2/11/16	UK
PALNUT	2,157,554	7/17/98	UK

Schedule C

Licenses

Dacromet 320® License Agreement, dated as of November 29, 2001, among Metal Coatings International Inc., a Delaware corporation, TransTechnology Engineered Components, LLC and TransTechnology Canada Corporation.

GEOMET® License Agreement, dated as of November 29, 2001, among Metal Coatings International Inc., a Delaware corporation, TransTechnology Engineered Components, LLC and TransTechnology Canada Corporation.