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102259719

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

Name of conveying party(ies):

GenCorp Property Inc.

MRD

10-21-02

Individual(s)

☐ Association

General Partnership

☐ Limited Partnership

X Corporation-State CA

Other

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

Nature of conveyance:

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

US Trademarks and Patents

Execution Date: October 2, 2002

2. Name and address of receiving party(ies)

Name: Deutsche Bank Trust Company Americas
(formerly known as Bankers Trust Company), as agent

Internal Address:

Street Address: 31 W. 52nd St.

City: New York

State: NY

ZIP: 10022

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

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

A. Trademark Application No.(s)

2143054

B. Trademark Registration No.(s)

Additional numbers attached? ☒ Yes ☐ No

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: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

☒ 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)

10/23/2002 DBYRNE 00000175 2143054

DO NOT USE THIS SPACE

01 FC-8521

40.00 OP

02 FC-8522

125.00 OP

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

10/14/02

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

Continuation Item
7

Schedule A

to

GenCorp Property Inc. Assignment of Security Interest in
United States Trademarks and Patents

SCHEDULE OF U.S. TRADEMARK REGISTRATIONS

<u>Trademark Number</u>	<u>Registration Date</u>	<u>Title</u>
2,143,054	3/10/98	Draftex
2,143,053	3/10/98	Rollform
1,072,662	9/6/77	Draftex

SCHEDULE OF PENDING APPLICATIONS FOR U.S. TRADEMARK
REGISTRATIONS ON THE BASIS OF USE IN COMMERCE
UNDER 17 USC §1051(a)

None.

SCHEDULE OF PENDING APPLICATIONS FOR U.S. TRADEMARK
REGISTRATION ON THE BASIS OF INTENT TO USE THE
MARK IN COMMERCE UNDER 17 USC §1051(b)

<u>Application Number</u>	<u>Filing Date</u>	<u>Trademark</u>
76/170349	11/22/00	GDX
76/170375	11/22/00	GDX Automotive
76/184320	12/20/00	GDX Automotive & Design

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

This ASSIGNMENT, dated as of October 2, 2002, (as amended, restated, modified or supplemented from time to time, this "Assignment") is by and between the undersigned and DEUTSCHE BANK TRUST COMPANY AMERICAS (successor in interest to BANKERS TRUST COMPANY), as Collateral Agent (the "Collateral Agent") for the benefit of the Secured Creditors (as defined below). This Assignment amends and restates the Assignment executed by and between the undersigned and the Collateral Agent dated as of December 28, 2000. 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 Deutsche Bank Trust Company Americas (successor in interest to 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 and restated by the Amended and Restated Credit Agreement, attached as Annex I to the Agreement to Amend and Restate, dated as of the date hereof, among the Borrower and the Bank Creditors party thereto (as further 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, pursuant to the Subsidiary Guaranty, the undersigned and certain subsidiaries of the Borrower have jointly and severally guaranteed to the Secured Creditors the payment when due of all obligations of Borrower and the Assignors under or with respect to the Loan Documents and the Interest Rate Protection Agreements or Other Hedging Agreements;

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

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

WHEREAS, the undersigned 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 Property Inc., a California corporation (the "Assignor") with principal offices at P.O. Box 537012, Sacramento, California 95853, hereby assigns and grants to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 31 West 52nd Street, New York, New York 10019 (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 in United States Trademarks and Patents as of the date first written above.

GENCORP PROPERTY INC., as Assignor

By: 
Name: Terry L. Hall
Title: President

DEUTSCHE BANK TRUST
COMPANY AMERICAS,
as Collateral Agent

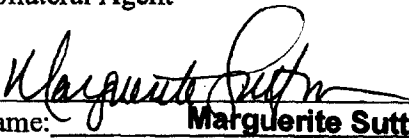
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest in United States Trademarks and Patents as of the date first written above.

GENCORP PROPERTY INC., as Assignor

By: _____
Name: _____
Title: _____

DEUTSCHE BANK TRUST
COMPANY AMERICAS,
as Collateral Agent

By:  _____
Name: **Marguerite Sutton**
Title: **Vice President**

GenCorp Property Inc. Assignment of Security Interest in
United States Trademarks and Patents

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<u>Trademark Number</u>	<u>Registration Date</u>	<u>Title</u>
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REGISTRATIONS ON THE BASIS OF USE IN COMMERCE
UNDER 17 USC §1051(a)

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SCHEDULE OF PENDING APPLICATIONS FOR U.S. TRADEMARK
REGISTRATION ON THE BASIS OF INTENT TO USE THE
MARK IN COMMERCE UNDER 17 USC §1051(b)

<u>Application Number</u>	<u>Filing Date</u>	<u>Trademark</u>
76/170349	11/22/00	GDX
76/170375	11/22/00	GDX Automotive
76/184320	12/20/00	GDX Automotive & Design

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GenCorp Property Inc.Assignment of Security Interest in
United States Trademarks and Patents**GenCorp Property Inc.**
SCHEDULE OF U.S. PATENTS

<u>Patent Number</u>	<u>Date Issued</u>	<u>Title</u>
4,562,676	01/07/86	Window glass mounting arrangement – flush seal
4,614,347	09/30/86	Assembled trimming and sealing strip – flat seal
4,617,220	10/14/86	Sealing and trimming strips
4,699,837	10/13/87	Sealing or finishing strips and carriers therefor
4,749,203	06/07/88	Reinforcing carriers for trimming and sealing strips and the like
4,813,184	03/21/89	Sealing arrangements
4,858,385	08/22/89	Seals
4,902,549	02/20/90	Sealing and trimming strips
4,996,756	03/05/91	Apparatus for fitting sealing and trimming strips
4,994,311	02/19/91	Trimming sealing and finishing strips
4,989,369	02/05/91	Sealing and retaining strips
5,031,293	07/16/91	Apparatus for fitting a flexible strip
5,115,551	05/26/92	Apparatus and method for fitting a flexible strip
5,237,730	08/24/93	Apparatus and method for fitting a flexible strip around a vehicle door opening
5,155,890	10/20/92	Apparatus and method for fitting a flexible strip

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<u>Patent Number</u>	<u>Date Issued</u>	<u>Title</u>
5,169,081	12/8/92	Strip Handling apparatus and method
5,038,521	08/13/91	Sealing strips
5,027,556	07/02/91	Window dealing and guiding arrangements
5,048,170	09/17/91	Apparatus for fitting flexible strips
5,065,486	11/19/91	Apparatus for fitting flexible strips
5,068,952	12/03/91	Apparatus for fitting flexible strips
5,237,741	08/24/93	Apparatus for fitting a flexible strip
5,219,382	06/15/93	Sealing and guiding strips
5,355,651	10/18/94	Mounting arrangement for securing a pane of window glass in a frame
5,463,832	11/07/95	Sealing or guiding strip, window frame assembly and method of making window frame assembly
5,621,290	04/15/97	Movable-window safety device
5,826,378	10/27/98	Sealing strips
4,809,463	03/07/89	Window frame with reinforced sealing strips
4,835,031	05/30/89	Profile strip made of rubber and method of manufacturing
4,943,335	07/24/90	Profile strip made of rubber and method of manufacturing
4,959,081	09/25/90	Sealing and trimming
5,194,312	03/16/93	Profiled sealing strip with two reinforcing bands
5,199,760	04/06/93	Profiled seal for lowerable vehicle window
5,699,603	12/23/97	Sealing or guiding assemblies and methods of making them
5,839,232	11/24/98	Sealing or guiding assemblies and methods of making them
5,651,218	07/29/97	Reinforcement for sealing guiding and trimming strips
5,752,345	05/19/98	Reinforcement for sealing guiding and trimming strips
5,882,766	03/16/99	Sealing strips

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<u>Patent Number</u>	<u>Date Issued</u>	<u>Title</u>
6,158,170	12/12/00	Movable-window safety device
5,970,659	10/26/99	Sealing and guiding strips
5,866,232	02/02/99	Sealing, trimming and finishing strips
6,007,140	12/28/99	Sealing arrangement
6,082,048	07/04/00	Sealing, trimming or guiding strips
5,870,860	02/16/99	Sealing and wiping arrangement
6,240,677	06/05/01	Sealing or guiding assemblies and methods of making them
6,281,455	08/28/01	Force-responsive detectors and systems
6,297,743	10/02/01	Force-responsive detectors and systems
6,442,902	09/03/02	Sealing strips
5,339,488	08/23/94	Sealing and wiping arrangement including inflatable chamber
5,826,378	10/27/98	Sealing strips
5,699,603	12/23/97	Sealing or guiding assemblies and methods of making them

Patent Applications

<u>Application Number</u>	<u>Application Date</u>	<u>Title</u>
09/445703	12/9/99	A sealing strip
09/623642	10/29/98	Force-responsive detectors and systems and methods of making them
09/787827	7/23/99	Strip fitting tools and methods
09/856210	11/11/99	Seal strip with reinforcement carrier
09/980642	11/15/01	Sealing or guiding arrangements
10/069650	2/26/02	Sealing and guiding strips

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<u>Application Number</u>	<u>Application Date</u>	<u>Title</u>
09/623642	10/29/98	Force-responsive detectors and systems and methods of making them
09/787827	7/23/99	Strip fitting tools and methods
09/856210	11/11/99	Seal strip with reinforcement carrier

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