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To the Honorable Commissioner of Patents and Trademarks, please refer to the attached original documents or copy thereof.

Name of conveying party(ies):

GenCorp Inc.

MRD  
10-21-02

Individual(s)

Association

General Partnership

Limited Partnership

Corporation-State

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: 10/2/02

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 West 52nd

City: New York State: NY ZIP: 10022

Individual(s) citizenship \_\_\_\_\_

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

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

A. Trademark Application No.(s)

76/172,722

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: \_\_\_\_\_

7. Total fee (37 CFR 3.41).....\$ 40

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)

OFFICE OF THE  
2002 OCT 21  
FINANCE SECTION  
RECORDS

10/23/2002 DBYRNE 00000177 76172722  
01 EC:8521 40.00 DP

DO NOT USE THIS SPACE

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

*Laura Konrath*  
Signature

10/14/02  
Date

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

**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 GENCORP INC. (the "Borrower") 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 Borrower 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, 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 Amended and Restated 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 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 INC., as Assignor

By: Yasmin R. Seyal  
Name: Yasmin R. Seyal  
Title: Senior Vice President and  
Chief Financial Officer

DEUTSCHE BANK TRUST  
COMPANY AMERICAS,  
as Collateral Agent

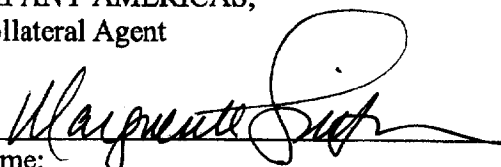
By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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 INC., as Assignor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DEUTSCHE BANK TRUST  
COMPANY AMERICAS,  
as Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: **Marguerite Sutton**  
**Vice President**

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>
None.	N/A	N/A

U.S. Trademark — Pending

<u>Mark</u>	<u>Serial</u>	<u>Filing Date</u>
GIVING SHAPE TO INNOVATION	76172722	29 November 2000

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
5,589,532	12/31/96	Solventless butadiene-vinylidene chloride adhesives containing macromonomers
5,674,628	10/7/97	Solventless butadiene-vinylidene chloride adhesives containing macromonomers

<u>Patent Number</u>	<u>Date Issued</u>	<u>Title</u>
5,519,968	5/28/96	Vehicle window sealing strip with integral downward retaining flange
5,772,822	6/30/98	Method of manufacturing glass panel and gasket assemblies
6,070,363	6/6/00	Mechanically interlocked weatherstrip and method of making same
6,282,840	9/4/01	Mechanically interlocked weatherstrip
5,640,756	6/24/97	Manufacturing System
5,488,092	1/30/96	Low VOC, primerless, polyurethane compositions
5,674,567	10/7/97	Low VOC, primerless, polyurethane compositions
5,741,393	4/21/98	Solventless carboxylated butadiene – vinylidene chloride adhesives for bonding
6,106,275	8/22/00	Molding press apparatus
5,566,510	10/22/96	Molded glass run channel corner assembly
5,779,956	7/14/98	Method for molding a glass run channel corner assembly
5,543,200	8/6/96	Abrasion-resistant article coated with a coating compositions based on fluorinated monohydric alcohol
5,622,008	4/22/97	Weatherstrip with uncured foot
6,103,168	8/15/00	Method for manufacturing an integrally molded appliqué article for a vehicle with integral cosmetic and functional material
5,671,967	9/30/97	Coextruded vehicle sill cover article
5,582,895	12/10/96	Integrally molded greenhouse trim
5,622,736	4/22/97	Removal apparatus for removing a mold section from a molded part
5,255,470	10/26/93	Vehicle door glass regulator
5,609,275	3/11/97	Metering apparatus having a screw member (amended)

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<u>Patent Number</u>	<u>Date Issued</u>	<u>Title</u>
5,363,537	11/15/94	Vehicle window weather seal retaining clip
5,396,733	3/14/95	Seal assembly for movable vehicle window for a vehicle
5,503,700	4/2/96	Method for fabricating a seal assembly for a moveable window for a vehicle
5,345,718	9/13/94	Glass run guide for slidable vehicle window
5,511,344	4/30/96	Molded wheelhouse seal for automotive vehicles
5,423,147	6/13/95	Wireless carrier weatherstrip seal
5,626,393	5/6/97	Improved wireless weatherstrip profiles
5,635,274	6/3/97	Molded glass run channel composite
5,746,867	5/5/98	Process for film transfer rubber molding of glass run channel composites and the product formed thereby
5,221,707	6/22/93	Coating blend compositions
5,286,186	2/15/94	Apparatus for injection into a self-clamping mold
5,643,614	7/1/97	Mold separator apparatus
5,183,605	2/2/93	Method for injection into a self-clamping mold
5,256,056	10/26/93	Self-clamping mold assembly
5,358,398	10/25/94	Mold separator apparatus
5,137,675	8/11/92	Apparatus and method for coextruding materials having different temperature dependent properties
5,183,509	2/2/93	Apparatus for application of a material to an internal surface of items of manufacture
5,326,592	7/7/94	On die solution coating of extruded profiles and apparatus therefor
5,209,889	5/11/93	Method for operation of shuttle assembly for use in an injection molding machine
5,543,200 541	8/6/96	Abrasion-resistant article coated with a coating composition based on fluorinated monohydric alcohol

<u>Patent Number</u>	<u>Date Issued</u>	<u>Title</u>
5,562,875	10/8/96	Handling system and method for curved extrusions
5,174,066	12/29/92	Door glass cassette for vehicles
6,440,492	8/27/02	Methods of coating rubber with solventless crystalline polyolefin coatings
6,342,286	1/29/02	Embossment for plastic panels
6,321,490	11/27/01	Mechanically interlocked weatherstrip
6,103,308	8/15/00	Paper coating lubricant
5,772,816	6/30/98	Reinforced tape strip for perimeter securement of a membrane roof and method for attaching
5,614,052	3/25/97	Vacuum retention gasket splicing
5,606,828	3/4/97	Magnetic door gasket
5,606,003	2/25/97	Primerless urethane adhesive compositions
5,317,835	6/7/94	Window enclosure for an automotive upper door frame
4,675,349	6/23/87	Method of preparing composition for tire tread cap

**Patent Applications**

<u>Application Number</u>	<u>Filing Date</u>	
08/463478	6/5/95	Mold separator apparatus
09/618606	7/17/00	Method and apparatus for co-extrusion of dissimilar materials and product
60/165320	11/12/99	Greenhouse window module
09/567911	5/10/00	Methods of coating rubber with solventless crystalline polyolefin coatings
09/717767	11/21/00	Two piece outer belt weatherstrip

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