



Form PTO-1594 (Rev. 10/02)

102287755

FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

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

1. Name of conveying party(ies): Fleet National Bank, formerly known as BankBoston, N.A. 11-18-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other national banking association
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Aerospace Rivet Manufacturers Corporation
Internal Corporation
Address:
Street Address: 15200 East Don Julian Road
City: City of State: CA Zip: 91745
Industry
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State California
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 Termination and Release of Security Interests
Execution Date: 04/12/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1,849,781
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Blakely Sokoloff Taylor & Zafman
Internal Address:
Street Address: 12400 Wilshire Boulevard, Seventh Floor
City: Los Angeles State: CA Zip: 90025

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: 02-2666

DO NOT USE THIS SPACE

9. Signature.
Roger W. Blakely, Jr.
Name of Person Signing
Signature
Date 11/11/2002
Total number of pages including cover sheet, attachments, and document: 7

11/19/2002 LMUELLER 00000274 1849781
01 FC:0321 40.00 OP

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

**TERMINATION AND RELEASE
OF SECURITY INTERESTS
IN TRADEMARKS AND TRADEMARK REGISTRATIONS**

TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS AND TRADEMARK REGISTRATIONS ("Release"), dated as of April 16, 2002, by FLEET NATIONAL BANK (formerly known as BankBoston, N.A.) as Administrative Agent (the "Administrative Agent").

WHEREAS, pursuant to the terms of that certain Amended and Restated Trademark Collateral Security and Pledge Agreement dated as of June 30, 1995 and amended and restated as of August 31, 1999 (the "Original Trademark Agreement"), and supplemented by that certain First Supplemental Trademark Collateral Security and Pledge Agreement, dated as of August 31, 2000 (the "Supplemental Trademark Agreement," and referred to together with the Original Trademark Agreement, as the "Trademark Agreement"), among TRANSTECHNOLOGY CORPORATION, a Delaware corporation ("TransTechnology"), SEEGER INC., a Delaware corporation formerly known as Waldes Truarc Inc. ("Seeger"), TCR CORPORATION, a Minnesota corporation ("TCR"), AEROSPACE RIVET MANUFACTURERS CORPORATION, a California corporation ("ARM"), NORCO, INC., a Connecticut corporation ("NORCO"), TRANSTECHNOLOGY ENGINEERED COMPONENTS, LLC, a Delaware limited liability company ("TTEC"), TRANSTECHNOLOGY CANADA CORPORATION, an Ontario corporation ("TransTechnology Canada") (TransTechnology, Seeger, TCR, ARM, NORCO, TTEC and TransTechnology Canada being referred to herein collectively as the "Assignors", and each an "Assignor") and the Administrative Agent, the Assignors granted to the Administrative Agent, for the benefit of certain lenders, a security interest in and lien on, and collaterally assigned to the Administrative Agent, all of their trademarks, trademark registrations and associated goodwill, including, without limitation, the trademarks with United States Patent and Trademark Office listed on Schedule A attached to the Trademark Agreement (such trademarks, trademark registrations and associated good will listed on Exhibit A hereto being referred to herein as the "Named Trademarks");

WHEREAS, the Original Trademark Agreement was recorded with the United States Patent and Trademark Office on November 8, 1999 (Trademark Reel Number 001982 and Frame Number 0669) and the Supplemental Trademark Agreement was recorded with the United States Patent and Trademark Office on January 22, 2001(Trademark Reel Number 002223 and Frame Number 0874-0888);

WHEREAS, as of the date hereof TransTechnology has sold all of its capital stock in its wholly-owned subsidiary, ARM (the "ARM Sale"), to Allfast Fastening Systems, Inc., a California corporation ("Purchaser"); and

WHEREAS, in connection with the ARM Sale, the Administrative Agent has agreed to terminate and release its security interest and all of its right, title and interest in each of the Named Trademarks as provided herein ;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent and the Assignors hereby agree as follows:

1. Release and Assignment. The Administrative Agent hereby terminates and releases its security interest in and lien on, and assigns to Purchaser, all of the Administrative Agent's right, title and interest in and to each of the Named Trademarks and the related trademark registrations and goodwill, effective as of the date set forth above.

2. Release of ARM. ARM is hereby released from its obligations under the Trademark Agreement, effective as of the date set forth above.

3. Return of ARM Assignment Documents. Concurrently with the execution and delivery of this Release, the Administrative Agent shall release the Assignment of Trademarks and Service Marks, executed in blank in its possession, and shall return the same to ARM.

4. Acknowledgment and Acceptance. The Assignors (other than those Assignors that have been previously released from their respective obligations under the Trademark Agreement prior to the date hereof with the consent of the Administrative Agent) hereby acknowledge and accept the foregoing release and assignment of the ARM Trademarks and the release of ARM from its obligations under the Trademark Agreement by the Administrative Agent.


5. Other Terms and Conditions of Trademark Agreement. This Release incorporates by reference all other terms and conditions contained in the Trademark Agreement, each to the extent that such terms and conditions are not inconsistent with the provisions set forth in this Release, with the same force and effect as though set forth herein in their entirety. Except as otherwise expressly set forth herein, all terms and conditions of the Trademark Agreement are ratified and confirmed and shall remain in full force and effect. Without limiting the generality of the foregoing, each Assignor (other than ARM and each other Assignor that has been previously released from its obligations under the Trademark Agreement prior to the date hereof with the consent of the Administrative Agent) expressly affirms all of its obligations under the Trademark Agreement, as supplemented or amended hereby. Nothing herein shall be construed as an amendment, supplement or waiver of any requirements of the Trademark Agreement except as expressly set forth herein.

6. Counterparts. This Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

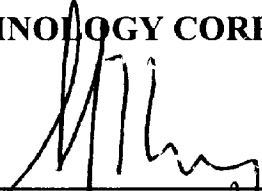
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Administrative Agent and the Assignors have executed this Release, to take effect as of the date first set forth above.

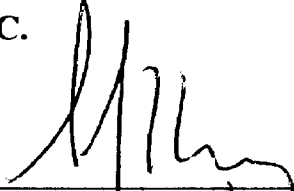
FLEET NATIONAL BANK, as Administrative Agent

By: 
Name: Peggy Peckham
Title: Senior Vice President

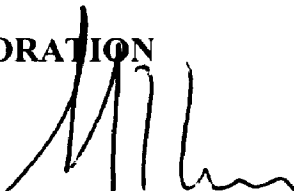
TRANSTECHNOLOGY CORPORATION

By: 
Name: General C. Henry
Title: Vice President & Secretary and Board Member

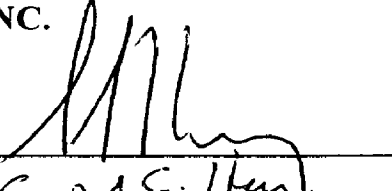
SEEGER INC.

By: 
Name: General C. Henry
Title: Vice President & Secretary

TCR CORPORATION

By: 
Name: General C. Henry
Title: Vice President & Secretary

NORCO, INC.

By: 
Name: General C. Henry
Title: Vice President & Secretary

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MASSACHUSETTS

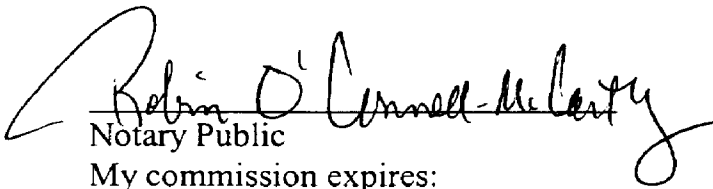
)

) ss.

COUNTY OF SUFFOLK

)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 12th day of April, 2002, personally appeared Peggy A. Peckham to me known personally, and who, being by me duly sworn, deposes and says that she is the Senior Vice President of Fleet National Bank, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Peggy A. Peckham acknowledged said instrument to be the free act and deed of said corporation.


Notary Public
My commission expires:

ROBIN O'CONNELL-MCCARTHY
NOTARY PUBLIC
My Commission Expires August 11, 2004

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California)
) ss.
COUNTY OF Los Angeles)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 16 day of April, 2002, personally appeared Genald C. Harvey to me known personally, and who, being by me duly sworn, deposes and says that he is the VP, Sec'y & General Counsel of TransTechnology Corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Genald C. Harvey acknowledged said instrument to be the free act and deed of said corporation.

Diana J. Martinez

Notary Public
My commission expires:



CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California)
) ss.
COUNTY OF Los Angeles)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 16 day of April, 2002, personally appeared Gerald C. Healy to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President and Secretary of each of Seeger Inc., TCR Corporation and NORCO, Inc., and that said instrument was signed and sealed on behalf of each of said corporations by authority of its Board of Directors, and said Gerald C. Healy acknowledged said instrument to be the free act and deed of said corporation.

Diana J. Martinez

Notary Public
My commission expires:

