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To the Honorable Commissioner of Patents and Tr

102416979 Original documents or copy thereof.

1. Name of conveying party(ies):

FLORIAN NATIONAL BANK

- Individual(s)
- General Partnership
- Corporation - Massachusetts
- Other
- Association
- Limited Partnership

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

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other - Termination and Release of Assignment for Security (Trademarks)
- Merger
- Change of Name

Execution Date: August 7, 2002

2. Name and address of receiving party(ies):

NORCO, INC.
139 Ethan Allen Highway
Ridgefield, Connecticut 06877-6207

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - Connecticut
- Other _____

If assignee is not domiciled in the United States, a domestic representative designator is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s) listed below

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,144,720 2,004,333 1,358,860 1,153,612

Additional numbers attached? Yes No

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

Name: GLENN A. GUNDERSEN
DECHERT LLP
4000 BELL ATLANTIC TOWER
1717 ARCH STREET
PHILADELPHIA, PA. 19103-2793
TEL. NO. (215) 994-2183

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41)\$115.00

- Enclosed
- Authorized to be charged to deposit account (Including any underpayment)

8. Deposit account number: 04-0475

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

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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.

Matthew T. Smith
Name of Person Signing

M. Smith
Signature

March 14, 2003
Date

Total number of pages including cover sheet, attachments, and document: [7]

04/10/2003 ECOOPER 00000007 040475 114475

Mail documents to be recorded with required cover sheet information to:

01 FC:6521 40.00 CH
02 FC:6522 75.00 CH

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002709 FRAME: 0763

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

TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS AND TRADEMARK REGISTRATIONS ("Release"), dated 25 of August 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 (the "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;

WHEREAS, both the Original Trademark Agreement and the Supplemental Trademark Agreement were recorded with the United States Patent and Trademark Office at Reel 001982/Frame 0669-0698 and Reel 002223/Frame 0874-0888, respectively;

WHEREAS, as of the date hereof, TransTechnology, TCR and NORCO, Inc. have entered into separate credit agreements (collectively, the "Refinancing") with (i) The CIT Group/Business Credit, Inc. ("CIT"); and (ii) Ableco Finance LLC, as agent (the "Ableco Group Agent") for the Lenders from time to time party thereto (the "Ableco Group Lenders" and together with the Ableco Group Agent and CIT, the "New Lenders"), and the Ableco Group Lenders;

WHEREAS, in connection with the Refinancing, the Assignors have repaid and satisfied in full all obligations to the Lenders (the "Satisfaction"); and

WHEREAS, in connection with the Refinancing, and as a result of the Satisfaction, the Administrative Agent, with authorization to act on behalf of itself and the Lenders, has agreed to terminate and release its security interest and all of its right, title and interest in each of the

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Trademarks listed on Schedule A to the Trademark Agreement as provided herein, and to terminate the Trademark Agreement;

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

1. **Authority of Administrative Agent.** The Administrative Agent is authorized to execute this Release on behalf of itself and the Lenders, in accordance with Section 16.1 of the Credit Agreement.

2. **Release and Assignment, Termination.** The Administrative Agent hereby terminates and releases its security interest in and lien on, and all of its right, title and interest in and to each of the Trademarks listed on Schedule A to the Trademark Agreement and the related trademark registrations and goodwill, effective as of the date first set forth above.

3. **Release of the Assignors.** Each of the Assignors is hereby released from its obligations under the Trademark Agreement, and the Trademark Agreement is hereby terminated.

4. **Return of Assignment Documents of the Assignors.** Concurrently with the execution and delivery of this Release, the Administrative Agent shall release all Assignment of Marks (as defined in the Trademark Agreement), executed in blank, in its possession, and shall return the same to the Assignors.


5. **No Other Terms or 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. All terms and conditions of the Trademark Agreement are hereby deemed satisfied in full and shall have no further force or effect.

6. **Further Assurances.** The Administrative Agent agrees to authenticate and deliver to the Assignors, New Lenders or their respective counsel, at the expense of the Assignors, such other writings or records and make and do all such other and further acts or things, as the Assignors, New Lenders or their respective counsel shall reasonably deem necessary or advisable to effectuate or better evidence the agreements and assignment contained in this Release.

[Remainder of Page Intentionally Left Blank]

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

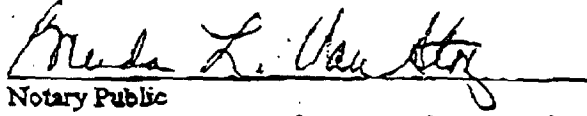
FLEET NATIONAL BANK, as Administrative Agent

By: 
Name: Peggy Peckham
Title: Senior Vice President

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 26th day of August 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: Branda L. Van Story, Notary Public
My Commission Expires November 17, 2006

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SCHEDULE A
(List of U.S. Trademarks)
U.S. Trademark Registrations

TransTechnology Corporation

<u>Trademark or Service Mark</u>	<u>Registration No.</u>
MAKE-A-CLAMP	975,772
ON-SERT	882,005
PAL	340,210
PALNUT	556,075
POWER-SEALS	869,921
PUSHNUT	617,710
YMC	962,336
CURTIS & MARBLE	686,245
MILLER	1,034,505
TAG-O-MATIC	838,728
TRANSCOLORIZER	888,222
AEROVANE	988,905
FRIEZ	552,482
MAGNESYN	328,445
MAGNESYN	396,990
PSYCHRON	650,069
TRANSFERISKER	878,559
FEDERAL LABORATORIES INC. SALTSBURG.	904,554
PENNA.	
MINI-STREAMER	877,271
SKAT SHELL	957,550
TRIPLE-CHASER	864,805
TEXICON	399,214
AERO-SEAL	1,723,241
BREEZE	1,147,031
CONSTANT-TORQUE	1,307,639
EURO-SEAL	1,985,466
HI-TORQUE	1,892,921
SPOON NUT	2,073,414
BREEZE	1,134,995
PACK TECH	1,181,853
TUFFER	1,293,917
BELFORT	1,259,284
BI-PRO	1,261,528
BI-SHELL	1,115,971
BREEZE	1,135,036
MT	1,248,749
PLATFORMATION	1,446,147
SIGNAMATION	1,446,146
TELLERMATION	1,453,017
ULTRAGRAF	1,200,315
FEDERAL LABORATORIES	1,725,445

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Seeger Inc.

Trademark or Service Mark

Registration No.

CRESCENT	615,340
GRIPRING	721,293
KLIPRING	1,035,195
PRONG-LOCK	1,026,539
RETAINING RING DESIGN	1,330,849
RETAINING RING DESIGN	780,219
RING-JECTOR	1,172,920
RING-MOUNT	737,496
RING-O-MAT	721,869
ROL-PAK	1,179,814
SEEGER	1,437,908
SEEGER AND DESIGN	1,444,876
SNAP-PAK	708,065
TRUARC (BLOCK LETTERS)	1,001,237
TRUARC RADIAL POWER-GUN	1,329,250
WALDES TRUARC	2,073,279

Acrospace Rivet Manufacturers Corporation

Trademark or Service Mark

Registration No.

AR	1,849,781
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NORCO Inc.

Trademark or Service Mark

Registration No.

NORCO INC.	1,153,612
BALL REVERSER	1,144,720
NORCO	2,209,300

TransTechnology Engineered Components, LLC

Trademark or Service Mark

Registration No.

SPEED NUT	517,759
SPEED NUTS (WITH DESIGN)	352,168
T	927,128
TINNERMAN	918,766

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Trademark Applications

TransTechnology Corporation

Trademark or Service Mark

ENGINEERED PRODUCTS FOR GLOBAL PARTNERS
IT

Serial No.

75-657,953
75-657,952

NORCO, Inc.

Trademark or Service Mark

NORLAB CALIBRATION GASES AND EQUIPMENT A
DIVISION OF NORCO, INC.

Serial No.

75-376,348

TCR Corporation

Trademark or Service Mark

TCR

Serial No.

75-446,359

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