

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Termination and Release of Assignment for Security
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The CIT Group / Business Credit, Inc.		11/10/2004	CORPORATION:

RECEIVING PARTY DATA	
Name:	Transtechnology Corporation
Street Address:	700 Liberty Avenue
City:	Union
State/Country:	NEW JERSEY
Postal Code:	07083-8198
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	1134995	BREEZE
Registration Number:	2646160	TT
Registration Number:	2766046	TRANSTECHNOLOGY
Registration Number:	2641633	TRANSTECHNOLOGY
Registration Number:	2669488	ENGINEERED PRODUCTS FOR GLOBAL PARTNERS

CORRESPONDENCE DATA	
Fax Number:	(330)864-7986
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	330-864-5550
Email:	trademarks@hahnlaw.com
Correspondent Name:	Hahn Loeser + Parks LLP
Address Line 1:	One GOJO Plaza
Address Line 2:	Suite 300
Address Line 4:	Akron, OHIO 44311-1076

ATTORNEY DOCKET NUMBER:	073834.00548
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NAME OF SUBMITTER:

Amanda H. Wilcox

Total Attachments: 4

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**TERMINATION AND RELEASE  
OF ASSIGNMENT FOR SECURITY (TRADEMARKS)**

TERMINATION AND RELEASE OF ASSIGNMENT FOR SECURITY (TRADEMARKS) ("Release"), dated as of November 10, 2004, by THE CIT GROUP/BUSINESS CREDIT, INC., ("CIT").

WHEREAS, pursuant to the terms of that certain Assignment for Security (Trademarks) dated as of August 7, 2002 (the "Assignment for Security") between TRANSTECHNOLOGY CORPORATION, a Delaware corporation ("TransTechnology"), and CIT and in furtherance of the terms of that certain Financing Agreement dated as of August 7, 2002, as amended (the "Financing Agreement"), among TransTechnology and NORCO Inc., a Connecticut corporation (n/k/a TT Connecticut Corporation, and collectively with TransTechnology, the "Borrowers"), and CIT, TransTechnology pledged, conveyed, sold, assigned, transferred and set over to CIT, and granted to CIT, a continuing security interest in all right, title and interest of TransTechnology in, to and under all trademarks, trademark registrations and applications with United States Patent and Trademark Office listed on Schedule 1A attached hereto, and all good-will of the business symbolized by such trademarks, trademark registrations and applications, and all proceeds therefrom (such trademarks, trade name registrations and applications, and associated good-will and proceeds being referred to herein as the "Named Trademarks");

WHEREAS, the Assignment for Security was recorded at the United States Patent and Trademark Office at Reel 2560, Frame 0457 on or about August 12, 2002.

WHEREAS, the Borrowers have agreed to repay and satisfy in cash in full all of the Obligations, as defined under the Financing Agreement (the "Satisfaction"); and

WHEREAS, as a result of the Satisfaction, CIT has agreed to terminate and release its security interest and all of the right, title and interest granted to it pursuant to Assignment for Security (if any) in each of the Named Trademarks, and to terminate the Assignment for Security;

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

**1. Release and Conveyance.** CIT hereby terminates and releases its security interest in, and conveys, sells, assigns, transfers and sets over to the Borrowers all of its right, title and interest (if any) in and to each of the Named Trademarks.

**2. Release of TransTechnology.** TransTechnology is hereby released from its obligations under the Assignment for Security, and the Assignment for Security is hereby terminated.

**3. No Other Terms or Conditions of Assignment for Security.** All terms and conditions of the Assignment for Security and all terms and conditions of the Financing

Agreement that specifically relate to the Assignment for Security are hereby deemed satisfied and shall have no further force or effect.

**4. Further Assurances.** CIT agrees to authenticate and deliver to the Borrowers or their respective counsel such other writings or records and make and do all such other and further acts or things as the Borrowers or respective counsel shall reasonably deem necessary or advisable to effectuate or better evidence the agreements, termination and release contained in this Release, in each case at the sole cost and expense of the Borrowers.

**5. Effectiveness of Release.** This Release shall become effective only upon the occurrence of the Funds Transfer, as defined in that certain Payoff Letter of dated as of November \_\_\_\_, 2004 from the undersigned to TransTechnology.

**[Signature Page Follows]**

IN WITNESS WHEREOF, CIT has executed this Release as of the date first set forth above.

THE CIT GROUP/BUSINESS CREDIT, INC.

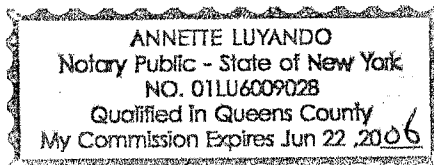
By: *Vincent Belcastro*  
Name: Vincent Belcastro  
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NEW YORK )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 9<sup>th</sup> day of November \_\_, 2004, personally appeared Vincent Belcastro to me known personally, and who, being by me duly sworn, deposes and says that he is the VP of The CIT Group/Business Credit Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said VP acknowledged said instrument to be the free act and deed of said corporation.

*Annette Luyando*  
Notary Public  
My commission expires:



**SCHEDULE 1A**

<b>Mark</b>	<b>Country</b>	<b>Trademark #</b>	<b>Date</b>	<b>Owner</b>
BREEZE	CA	404196	10/23/1992	Breeze Eastern, a division of TransTechnology Corporation
BREEZE	JP	2017624	1/26/1988	Breeze Eastern, a division of TransTechnology Corporation
BREEZE	US	1,134,995	5/13/1980	TransTechnology Corporation
ENGINEERED PRODUCTS FOR GLOBAL PARTNERS	US	2,669,488	12/31/2002	TransTechnology Corporation
ERC	JP	2,055,760	6/24/1988	TransTechnology Corporation
Miscellaneous design (Transtechology Corporation logo)	US	2,646,160	11/15/2002	TransTechnology Corporation
TRANSTECHNOLOGY Fasteners	US	2,766,046	9/23/2003	TransTechnology Corporation
TRANSTECHNOLOGY Aerospace	US	2,641,633	10/29/2002	TransTechnology Corporation