

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | Termination and Release of Security Interests in Trademarks and Trademark Registrations |
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CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------|------------------|----------------|--------------|
| Fleet National Bank | BankBoston, N.A. | 08/07/2002 | CORPORATION: |

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------|
| Registration Number: | 2766046 | TRANSTECHNOLOGY |
| Registration Number: | 2641633 | TRANSTECHNOLOGY |

CORRESPONDENCE DATA

Fax Number: (330)864-7986
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| ATTORNEY DOCKET NUMBER: | 073834.00548 |
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| NAME OF SUBMITTER: | Amanda H. Wilcox |
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Total Attachments: 3
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**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 August 7, 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

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.

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