

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Breeze Industrial Products Corporation		08/10/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1723241	AERO-SEAL
Registration Number:	1147031	BREEZE
Registration Number:	1307639	CONSTANT-TORQUE
Registration Number:	1985466	EURO-SEAL
Registration Number:	1892921	HI-TORQUE
Registration Number:	0975772	MAKE-A-CLAMP
Registration Number:	1249749	MT
Registration Number:	0869921	POWER-SEAL S

CORRESPONDENCE DATA

Fax Number: (312)577-4782
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 577-8525
 Email: terese.scholl@kattenlaw.com
 Correspondent Name: KATTEN MUCHIN ROSENMAN

CH \$215.00 1723241

Address Line 1: 525 WEST MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

NAME OF SUBMITTER:	Terese Scholl
Signature:	/Terese Scholl/
Date:	08/15/2006

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 10, 2006, is made by the entity listed on the signature pages hereof (“Grantor”), in favor of General Electric Capital Corporation (“GE Capital”), as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of August 10, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, the Affiliates of the Grantor parties thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BREEZE INDUSTRIAL PRODUCTS
CORPORATION, a Delaware corporation
as Grantor

By: 
Name: Craig M. Stinson
Title: President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BREEZE INDUSTRIAL PRODUCTS
CORPORATION, a Delaware corporation
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: *Brian Sommerfeld*
Name: **Brian E. Sommerfeld**
Title: **Duty Authorized Signatory**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

State of MICHIGAN)
County of OAKLAND)

ss.

On this 4TH day of AUGUST, 2006 before me personally appeared CRAIG STINSON, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of BREEZE, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

JOHN W. GARNER
Notary Public, Oakland County, MI
My Commission Expires 12/30/2007

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

A3-4

TRADEMARK
REEL: 003369 FRAME: 0265

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS / TRADEMARK APPLICATIONS

<u>No.</u>	<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Status</u>	<u>Current Assignee/ Registrant</u>
1	AERO-SEAL ¹	US	1723241	10/13/92	74/221478	11/14/91	Registered Renewed	Breeze Industrial Products Corp. ("BIPC")
		Canada	408132	02/12/93	0693684	11/14/91	Registered	Transtechology Corporation ("TTC") ²
		S. Africa 022048	B90/7258	08/09/94	09/7258	08/22/90	Registered Renewed	TTC

¹ The document recorded with the USPTO at Reel/Frame 2360/0452 on 8/29/2001 conveying AEROSEAL, BREEZE, CONSTANT-TORQUE, EURO-SEAL, HI-TORQUE, MAKE-A-CLAMP and the MT logo for TTC to BIPC contained a mistake on the USPTO Recordation Cover Sheet erroneously identifying "TransTechnical Corporation" as the conveying party. Thus the USPTO records currently indicate "TransTechnical Corporation" as the conveying party when the assignor was in fact TransTechnology Corporation, as set forth in the Trademark Assignment dated July 6, 2001, which was attached to such cover sheet.

² The marks listed with Transtechology Corporation ("TTC") as "Current Assignee / Registrant" in this Schedule were assigned to BIPC pursuant to a Trademark Assignment dated July 6, 2001 in connection with the Asset Sale and Purchase Agreement by and between TTC and BIPC dated June 29, 2001 (the "TTC/BPIC Purchase Agreement"), however, such assignment was never recorded at the applicable governmental office.

<u>No.</u>	<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Status</u>	<u>Current Assignee/ Registrant</u>
2	BREEZE ³	US	1147031	02/17/81	73/199872	01/12/79	Registered Renewed	BIPC
		Canada	404196	10/23/92	0693686	11/14/91	Registered	TTC
		Columbia 022050	144826	12/31/93	365591	08/18/92	Registered	BIPC ⁴
		Japan ⁵	2017624	01/26/88	560-014999	02/20/85	Registered Renewed	TTC
		Mexico 022051	421960	09/14/92	143118	06/24/92	Registered Renewed	BIPC
		S. Africa 022052	90/7257	08/22/90	90/7257	08/22/90	Registered Renewed	TTC

³ The TTC/BPIC Purchase Agreement states that Breeze Industrial Products Corporation shall have no rights relating to the name "Breeze," other than those rights relating to use (i) in connection with goods covered by International Class 6, or United States Class 13 or in connection with clamps or other current or planned products of the Business (as defined in the TransTechnology Corporation and Breeze Industrial Products Corporation Purchase Agreement) as of July 10, 2001 including, without limitation, the "Mass Tech" line of products, or (ii) as part of, or all of the corporate name of Breeze Industrial Products Corporation and all uses by Breeze Industrial Products Corporation of such corporate name in the normal course of the Business.

⁴ Assignment is in process of being recorded in the Columbia Trademark Office.

⁵ Pursuant to the First Amendment to Asset Sale and Purchase Agreement, dated July 10, 2001, by and between TransTechnology Corporation and Breeze Industrial Products Corporation, a new paragraph 8(g) was added to the original Purchase Agreement between the parties dated June 29, 2001, stating:

(g) Japanese Trademark. To the extent applicable, in the event the Japanese trademark registration for "BREEZE," Registration Number 2,017,624, cannot be partially assigned to Buyer under Japanese law solely with respect to goods covered by International Class 6, (i) Seller shall grant Buyer an exclusive, paid-up, royalty-free, perpetual license to use the trademark "BREEZE" in Japan in connection with goods covered by International Class 6 and as otherwise permitted pursuant to the Agreement, and (ii) the parties shall promptly enter into a Trademark License Agreement (in form and substance reasonably acceptable to both Buyer and Seller) with respect to the foregoing.

No separate assignment or license regarding the Breeze trademark in Japan has ever been executed nor has BIPC ever attempted to record the rights in Breeze assigned to it.

<u>No.</u>	<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Status</u>	<u>Current Assignee/ Registrant</u>
3	BREEZE HI-TORQUE	CTM	001296821	10/18/00	001296821	08/31/99	Registered	TTC
4	CONSTANT-TORQUE	US	1307639	12/04/84	73/438772	08/11/83	Registered	BIPC
5	EURO-SEAL	US	1985466	07/09/96	74/690650	06/19/95	Registered Renewed	BIPC
		Canada	465495	10/25/96	0791095	08/28/95	Registered	TTC
		Germany	39537450	04/11/96	39537450.2	09/13/95	Registered	TTC
		UK	2036659	12/20/96	2036659	09/21/95	Registered	TTC
6	HI-TORQUE ⁶	US	1892921	05/09/95	74/473198	12/27/93	Registered	BIPC
7	MAKE-A-CLAMP ⁷	US	0975772	01/01/74	72/428170	06/23/72	Registered	BIPC
		Canada	416337	09/03/93	0693688	11/14/91	Registered	TTC
8	MAK-A-CLAMP ⁸	Canada	214206	06/11/76	0382731	02/06/75	Registered	TTC

⁶ Currently licensed by BIPC, as successor to certain assets of TTC, to Torca Products, Inc., as successor by merger to Clamp-All Products Corporation.

⁷ The merger of Breeze Eastern into TTC (before certain assets of TTC were purchased by BIPC) apparently was never recorded. Nonetheless, the assignment from TTC to BIPC was recorded and title is owned by BIPC.

⁸ The merger of Breeze Eastern into TTC (before certain assets of TTC were purchased by BIPC) apparently was never recorded. Nonetheless, the assignment from TTC to BIPC was recorded and title is owned by BIPC.

<u>No.</u>	<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Status</u>	<u>Current Assignee/ Registrant</u>
9	POWER-SEAL (S design)	Canada	405008	11/13/92	0693683	11/14/91	Registered	TTC
		So. Africa 022062	B90/7261	03/02/95	90/7261	08/22/90	Registered Renewed	TTC
10	MT	US	1249749	8/30/83	8/30/1983	73-387116	Cancelled	BIPC
11	POWER-SEAL S	US	0869921	5/27/69	3/14/1968	73-293222	Expired	TTC

IP LICENSES

- A. General Terms Agreement between The Boeing Company and TransTechnology/Breeze Industries entered into as of August 10, 1999, and Special Business Provisions between The Boeing Company and TransTechnology/Breeze Industries entered into as of June 12, 2000; and
- B. Trademark License Agreement regarding License to use the trademark HI-TORQUE, dated June 2, 1996, between TransTechnology Corporation and Clamp-All Corporation.