

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TransTechnology Corporation		11/10/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Wells Fargo Foothill, Inc.
Street Address:	One Boston Place, 18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION: CALIFORNIA

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

CORRESPONDENCE DATA	
Fax Number:	(703)760-7777
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(703)760-7761
Email:	aspivak@mofo.com
Correspondent Name:	Andrew N. Spivak
Address Line 1:	1650 Tysons Boulevard, Suite 300
Address Line 4:	Washington, DISTRICT OF COLUMBIA 22102

ATTORNEY DOCKET NUMBER:	51270-48
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NAME OF SUBMITTER:	Hsiao-Ting H. Cheng
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**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 10th day of November, 2004, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Administrative Agent for the Lender Group and the Bank Product Providers (together with its successors, "Administrative Agent").

## WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among TransTechnology Corporation as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders"), Administrative Agent, and Ableco Finance LLC as the Term Loan B and Term Loan C Agent (together with the Administrative Agent each individually an "Agent" and, collectively the "Agents"), the Lender Group is willing to make certain financial accommodations available to the Borrower pursuant to the terms and conditions thereof;

WHEREAS, the members of Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Security Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Administrative Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all of its Trademarks and rights in and to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
  - (b) all modifications and renewals of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
  - (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

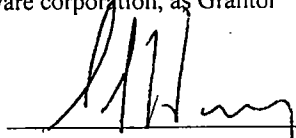
4. AUTHORIZATION TO SUPPLEMENT. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors, which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, each 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.

**TRANSTECHNOLOGY CORPORATION,**  
a Delaware corporation, as Grantor

By:   
Name: Gerald C. Harvey, VP,  
Secretary, & General Counsel  
Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO FOOTHILL, INC.,**  
as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TRADEMARK SECURITY AGREEMENT

ny-601084

**TRADEMARK**  
**REEL: 002979 FRAME: 0761**

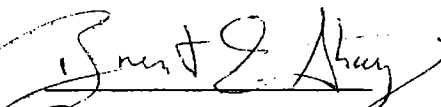
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**TRANSTECHNOLOGY CORPORATION,**  
a Delaware corporation, as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO FOOTHILL, INC.,**  
as Administrative Agent

By:   
Name: Brent E. Sharp  
Title: Vice President

TRADEMARK SECURITY AGREEMENT

ny-601084

**TRADEMARK**  
**REEL: 002979 FRAME: 0762**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

Grantor	Trademark	Country	Application #	Registration #	Registration Date
TransTechnology Corporation	BREEZE	CA		404196	10/23/1992
TransTechnology Corporation	BREEZE	JP		2017624	1/26/1988
TransTechnology Corporation	BREEZE	US	73-201,145	1,134,995	5/13/1980
TransTechnology Corporation	ENGINEERED PRODUCTS FOR GLOBAL PARTNERS	US	75-657,953	2,669,488	12/31/2002
TransTechnology Corporation	ERC	JP		2,055,760	6/24/1988
TransTechnology Corporation	Miscellaneous Design (TransTechnology Corporation logo)	US	75-657,952	2,646,160	11/15/2002
TransTechnology Corporation	TRANSTECHNOLOGY	US	76-038,427	2,766,046	9/23/2003
TransTechnology Corporation	TRANSTECHNOLOGY	US	76-018,545	2,641,633	10/29/2002

**Trade Names**

1. Breeze-Eastern (d/b/a)
2. Breeze-Eastern, a division of TransTechnology Corporation (d/b/a)

**Common Law Trademarks**

None.

**Trademarks Not Currently In Use**

None.

**Trademark Licenses**

1. License for Use of Trademark Agreement between Grantor, as licensor, and TransTechnology Brasil Ltda., as Licensee, dated as of August 5, 2002.