

10-24-2002



COVER SHEET

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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102259869

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Aerojet Fine Chemicals LLC

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

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

Name: Deutsche Bank Trust Company Americas,  
(formerly known as Bankers Trust Company) as agent  
Internal Address: \_\_\_\_\_Street Address: 31 W. 52nd St.City: New York State: NY ZIP: 10022Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other Assignment of Security Interest in  
US Trademarks and PatentsExecution Date: October 2, 2002

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

5597978

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Laura KonrathInternal Address: Winston & Strawn33rd FloorStreet Address: 35 W. Wacker Dr.City: Chicago State: IL ZIP: 60601

## 6. Total number of applications and patents involved

8

7. Total fee (37 CFR 3.41).....\$ 320.00☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

N/A

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

10/23/2002 DBYRNE 00000166 5597978

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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.

Laura Konrath

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 8Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231PATENT  
REEL: 013403 FRAME: 0046

Continuation Item 4

Schedule B

to

**Aerojet Fine Chemicals LLC**

Assignment of Security Interest in  
United States Trademarks and Patents

**Aerojet Fine Chemicals LLC**  
**SCHEDULE OF U.S. PATENTS**

<u>Patent Number</u>	<u>Date Issued</u>	<u>Title</u>
5,597,978	01/28/97	High energy hydroxy-terminated polyazido polymers
5,821,387	10/13/98	Polyarenes from aryl ketones with application to synthesis of crisnatol mesylate
6,011,177	01/04/00	Process for 4-sulfonamidophenyl hydrazines
5,817,778	10/06/98	Large scale batch process of diazomethane
5,854,405	12/29/98	Continuous process for diazomethane
5,532,390 <sup>1</sup>	07/02/96	Energetic azide plasticizer

**Patent Applications**

<u>Application Number</u>	<u>Application Date</u>	
09/321645	5/28/99	Clean, high yield preparation of s, s and r, s amino acid isoteres
09/747372	12/22/00	Improved preparation and synthesis of 2s, 3s-n-isobuytl-n-(2 - hydroxy - 3 amino - 4 - phenyl) p-nitrobenzenesulfonamide

<sup>1</sup> Will likely be transferred to Aerojet-General Corporation at a future date.

**ASSIGNMENT OF SECURITY INTEREST IN  
UNITED STATES TRADEMARKS AND PATENTS**

This ASSIGNMENT, dated as of October 2, 2002, (as amended, restated, modified or supplemented from time to time, this "Assignment") is by and between the undersigned and DEUTSCHE BANK TRUST COMPANY AMERICAS (successor in interest to BANKERS TRUST COMPANY), as Collateral Agent (the "Collateral Agent") for the benefit of the Secured Creditors (as defined below). This Assignment amends and restates the Assignment executed by and between the undersigned and the Collateral Agent dated as of February 28, 2002. All capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Credit Agreement (as defined below).

**W I T N E S S E T H :**

WHEREAS, the Borrower, the financial institutions from time to time party thereto (the "Lenders"), and Deutsche Bank Trust Company Americas (successor in interest to Bankers Trust Company), as Administrative Agent (together with any successor agent, the "Administrative Agent", and together with the Lenders, the "Bank Creditors"), have entered into a Credit Agreement, dated as of December 28, 2000, as amended and restated by the Amended and Restated Credit Agreement, attached as Annex I to the Agreement to Amend and Restate, dated as of the date hereof, among the Borrower and the Bank Creditors party thereto (as further amended, modified or supplemented from time to time, the "Credit Agreement"), providing for the making of Loans to the Borrower and the issuance of, and participation in, Letters of Credit for the account of the Borrower, all as contemplated therein;

WHEREAS, the Borrower may from time to time be party to one or more (i) interest rate swap agreements, interest rate cap or floor agreements, interest rate collar agreements, interest rate futures contracts, interest rate option contracts or other similar agreements or arrangements designed to protect against the fluctuations in interest rates and/or, (ii) other types of hedging agreements from time to time (each such agreement or arrangement with an Other Creditor (as hereinafter defined), an "Interest Rate Protection Agreement or Other Hedging Agreement"), with a Lender or an affiliate of a Lender (each such Lender or affiliate, even if the respective Lender subsequently ceases to be a Lender under the Credit Agreement for any reason, together with such Lender's or affiliate's successors and assigns, collectively, the "Other Creditors," and together with Bank Creditors, the "Secured Creditors");

WHEREAS, pursuant to the Subsidiary Guaranty, the undersigned and certain subsidiaries of the Borrower have jointly and severally guaranteed to the Secured Creditors the payment when due of all obligations of Borrower and the Assignors under or with respect to the Loan Documents and the Interest Rate Protection Agreements or Other Hedging Agreements;

WHEREAS, it is a condition precedent to each of the above-described extensions of credit that the undersigned shall have executed and delivered this Assignment; and

WHEREAS, pursuant to Section 3.1 of that certain Amended and Restated Subsidiary Security Agreement (the "Security Agreement") dated an even date herewith by and among the undersigned, certain subsidiaries of the Borrower and the Collateral Agent, the undersigned has agreed to deliver this Assignment.

WHEREAS, the undersigned desires to enter into this Agreement in order to satisfy the conditions described in the preceding paragraph.

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Aerojet Fine Chemicals LLC, a Delaware limited liability company (the "Assignor") with principal offices at P.O. Box 1718, Rancho Cordova, California 95741, hereby assigns and grants to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 31 West 52nd Street, New York, New York 10019 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

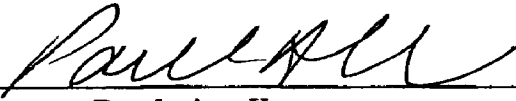
THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Assignor and shall be effective as of the date of the Security Agreement. Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in and re-assigning the Marks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest in United States Trademarks and Patents as of the date first written above.

AEROJET FINE CHEMICALS LLC, as Assignor

By:   
Name: Paul A. Kane  
Title: Vice President

DEUTSCHE BANK TRUST  
COMPANY AMERICAS,  
as Collateral Agent

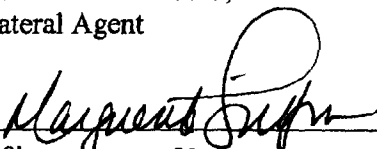
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest in United States Trademarks and Patents as of the date first written above.

AEROJET FINE CHEMICALS LLC, as Assignor

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

DEUTSCHE BANK TRUST  
COMPANY AMERICAS,  
as Collateral Agent

By:  \_\_\_\_\_  
Name: **Marguerite Sutton**  
Title: **Vice President**

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Schedule A

to

**Aerojet Fine Chemicals LLC** Assignment of Security Interest in  
United States Trademarks and Patents

SCHEDULE OF U.S. TRADEMARK REGISTRATIONS

None.

SCHEDULE OF PENDING APPLICATIONS FOR U.S. TRADEMARK  
REGISTRATIONS ON THE BASIS OF USE IN COMMERCE  
UNDER 17 USC §1051(a)

None.

SCHEDULE OF PENDING APPLICATIONS FOR U.S. TRADEMARK  
REGISTRATION ON THE BASIS OF INTENT TO USE THE  
MARK IN COMMERCE UNDER 17 USC §1051(b)

None.

**Aerojet Fine Chemicals LLC**  
**SCHEDULE OF U.S. PATENTS**

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