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Form PTO-1595 (Rev. 10/02) R

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)



Tab settings

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

1. Name of conveying party(ies): 7-22-03

Fleet National Bank

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Release of Security Interest

Execution Date: 8/7/2002

2. Name and address of receiving party(ies)

Name: Norco, Inc.

Internal Address:

Street Address: 139 Ethan Allen Highway

City: Ridgefield State: CT Zip: 06877

Additional name(s) & address(es) attached? Yes No

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)

B. Patent No.(s) 5,860,324

Additional numbers attached? Yes No

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

Name: Kim A. Walker, Esq.

Internal Address: Willkie Farr & Gallagher

Street Address: 787 Seventh Avenue

City: New York State: NY Zip: 10019

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

23-2405

DO NOT USE THIS SPACE

9. Signature.

Kim A. Walker

Name of Person Signing

Kim Walker Signature

7/22/03 Date

Total number of pages including cover sheet, attachments, and documents: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

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PATENT REEL: 014301 FRAME: 0942

**TERMINATION AND RELEASE
OF SECURITY INTERESTS
IN PATENTS AND PATENT APPLICATIONS**

TERMINATION AND RELEASE OF SECURITY INTERESTS IN PATENTS AND PATENT APPLICATIONS ("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 Collateral Assignment and Security Agreement (the "Patent Agreement"), dated as of June 30, 1995 and amended and restated as of August 31, 1999 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 patents and patent applications, whether United States or foreign, including, without limitation, the patents and patent applications listed on Schedule A attached to the Patent Agreement;

WHEREAS, the Patent Agreement was recorded with the United States Patent and Trademark at Reel 016628/Frame 0792;

WHEREAS, as of the date hereof, TransTechnology, TCR and NORCO, Inc. have entered into separate financing 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 related to which the Assignors executed the Patent Agreement; 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 release the Assignors from their obligations under, and to terminate, the Patent Agreement;

CLB-733691.4

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby 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.** The Administrative Agent hereby terminates and releases its security interest in and lien on, and all of the Administrative Agent's collateral right, title and interest in and to each of the Patents listed on Schedule A to the Patent Agreement, and all related 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 Patent Agreement, effective as of the date set forth above, and the Patent Agreement is hereby terminated.

4. **No Other Terms and Conditions of Patent Agreement.** All terms and conditions of the Patent Agreement are hereby deemed satisfied in full, and shall have no further force or effect.

5. **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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Administrative Agent and the Assignors have executed this Release, to take effect as of the date first set forth above.

FLEET NATIONAL BANK, as Administrative Agent

By: Peggy Peckham
Name: Peggy Peckham
Title: Senior Vice President

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 24th day of August, 2002, personally appeared Peggy A. Peckham to me known personally, and who, being by me duly sworn, deposes and says that she is the Senior Vice President of Fleet National Bank, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Peggy A. Peckham acknowledged said instrument to be the free act and deed of said corporation.

Branda L. Van Story
Notary Public Branda L. Van Story, Notary Public
My commission expires ~~My~~ Commission Expires November 17, 2006