

03-05-2001

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U.S. DEPARTMENT OF COMMERCE

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Patent and Trademark Office

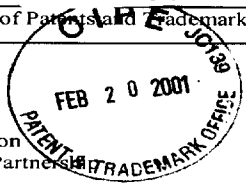
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.



1. Name of conveying Party(ies):
TRANSTECHNOLOGY CORPORATION

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State - Delaware
 Other _____

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

SEEGER INC. - Delaware Corporation
TCR CORPORATION - Minnesota Corporation
AEROSPACE RIVET MANUFACTURERS CORPORATION - California Corporation
NORCO, INC. - Connecticut Corporation
TRANSTECHNOLOGY ENGINEERED COMPONENTS, LLC - Delaware LLC
TRANSTECHNOLOGY CANADA CORPORATION - Province of Ontario Corporation

2. Name and address of receiving party(ies):
Name: Fleet National Bank
Internal Address: _____
Street Address: 100 Federal Street
City: Boston State: Massachusetts ZIP: 02110

Individual(s) citizenship _____
 Association a National Banking Association
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: n/a Yes No
Current representative of service to remain of record (Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Effective Date: August 31, 2000
Execution Date: October 23, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
<u>76/018,547</u> <u>76/018,545</u>	
<u>76/038,427</u> <u>76/038,730</u>	

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Mary G. Manocchio
Internal Address: Blake, Cassels & Graydon LLP
Street Address: Box 25, Commerce Court West
City: Toronto State: Ontario ZIP: M5L 1A9
Telephone No.: (416) 863-2552
Facsimile No.: (416) 863-2653

6. Total number of applications and registrations involved:
4

7. Total fee (37 CFR 3.41):..... \$115.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 02-2553
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Mary Manocchio February 16, 2001
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 25

OMB No. 0651-0011 (exp. 4/94)
Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Box ASSIGNMENTS
FEE**
Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513
U.S.A.

**TRADEMARK
REEL: 002243 FRAME: 0767**



FIRST SUPPLEMENTAL TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

This **FIRST SUPPLEMENTAL TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT** (this "Agreement") dated as of August 31, 2000, by **TRANSTECHNOLOGY CORPORATION**, a Delaware corporation ("TransTechnology"), **SEEGER INC.**, a Delaware corporation ("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 (together with TransTechnology, Seeger, TCR, ARM, NORCO and TTEC being referred to herein collectively as the "Assignors", and each an "Assignor") and **FLEET NATIONAL BANK** (formerly known as BankBoston, N.A.), a national banking association having an office at 100 Federal Street, Boston, Massachusetts 02110, as administrative agent (hereinafter, in such capacity, the "Administrative Agent") for itself and other lending institutions (hereinafter, collectively, the "Lenders") which are, or may in the future become, parties to a Second Amended and Restated Credit Agreement dated as of June 30, 1995, amended and restated as of July 24, 1998, and as further amended and restated as of August 31, 1999 (as amended and in effect from time to time, the "Credit Agreement"), by and among TransTechnology, TransTechnology Seeger-Orbis GmbH, TransTechnology (GB) Limited (collectively, the "Borrowers"), the Lenders, certain other parties therein and the Administrative Agent.

WHEREAS, pursuant to the terms of the Credit Agreement, the Lenders have, upon the terms and subject to the conditions contained therein, agreed to make loans and otherwise to extend credit to the Borrowers;

WHEREAS, pursuant to that certain Amended and Restated TransTechnology Guaranty dated as of June 30, 1995, and amended and restated as of August 31, 1999 (as amended, modified, supplemented or restated from time to time, and including any replacements thereof, the "TransTechnology Guaranty"), TransTechnology has guaranteed the obligations of the other Borrowers under the Credit Agreement, the Notes and the other Loan Documents;

WHEREAS, pursuant to the terms of that certain Amended and Restated Subsidiary Guaranty dated as of June 30, 1995, and amended and restated as of August 31, 1999, the Assignors (other than TransTechnology) and the other Guarantors thereunder (collectively, the "Guarantors") have guaranteed all of the obligations of TransTechnology under the Credit Agreement, the TransTechnology Guaranty and the other Loan Documents;

WHEREAS, TransTechnology and each of the Guarantors has executed and delivered to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, the Security Agreement (as defined in the Credit Agreement), pursuant to which TransTechnology and each of the Guarantors has granted to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a security interest in certain of TransTechnology's and

each of the Guarantors' personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached thereto, all to secure the payment and performance of the Obligations (as defined in the Security Agreement);

WHEREAS, in connection with the execution and delivery of the Credit Agreement, the Assignors and the Administrative Agent entered into a 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 (as amended, restated, modified or supplemented and in effect from time to time, the "Original Trademark Collateral Assignment") which was recorded with the United States Patent and Trademark Office (the "PTO") on November 8, 1999 (Trademark Reel Number 001982 and Frame Number 0669), pursuant to which each Assignor granted to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a security interest in and collateral assignment of all of such Assignor's Trademarks, as such term is defined in the Original Trademark Collateral Assignment; and which Original Trademark Collateral Assignment was supplemental to the provisions of the Security Agreement; and

WHEREAS, subsequent to the execution, delivery and recording of the Original Trademark Collateral Assignment, TransTechnology has informed the Administrative Agent that TransTechnology has obtained legal title to the additional trademark applications set forth on Schedule A hereto (such trademark applications and any amendments thereto being collectively referred to herein as the "Supplemental Pledged Trademarks");

WHEREAS, pursuant to and in fulfillment of the parties' obligations under the Credit Agreement, the Security Agreement and the Original Trademark Collateral Assignment, the Assignors wish to execute and deliver this Agreement to further effect, evidence and memorialize TransTechnology's grant of a security interest in the Supplemental Pledged Trademarks to the Administrative Agent for the benefit of the Lenders and the Administrative Agent, as contemplated by the Original Trademark Collateral Assignment;

NOW, THEREFORE, the Assignors and the Administrative Agent, in consideration of the promises set forth in the Credit Agreement, the Security Agreement and the Original Trademark Collateral Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **DEFINITIONS.** Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in (or by reference in) the Original Trademark Collateral Assignment.

2. **GRANT OF SECURITY; COLLATERAL ASSIGNMENT.**

2.1. Grant of Security Interest. As collateral security for the payment and performance of all of the Obligations, TransTechnology hereby confirms its grant to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, pursuant to the Original Trademark Collateral Assignment and the Security Agreement and hereby unconditionally grants to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a

continuing security interest in and first priority lien on the Supplemental Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Supplemental Pledged Trademarks to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent (and confirms its pledge and mortgage of the Supplemental Pledged Trademarks to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent pursuant to the Original Trademark Collateral Assignment).

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Supplemental Pledged Trademarks provided and confirmed in Section 2.1 hereof, TransTechnology hereby grants, assigns, transfers, conveys and sets over to the Administrative Agent (and confirms its grant, assignment, transfer and conveyance to the Administrative Agent, pursuant to the Original Trademark Collateral Assignment), for the benefit of the Lenders and the Administrative Agent, TransTechnology's entire right, title and interest in and to the Supplemental Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Administrative Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Administrative Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by any of the Assignors to the Administrative Agent or its nominee in lieu of foreclosure). The foregoing grant, assignment, transfer and conveyance shall be referred to from time to time herein as the "Section 2.2 Assignment".

2.3. Rights and Remedies Upon Default. If any Event of Default shall have occurred and be continuing, then, with respect to the Supplemental Pledged Trademarks, the Administrative Agent shall have such rights, interests and remedies, and TransTechnology shall have such obligations, as are provided in or arise under the Original Trademark Collateral Assignment with respect to the Pledged Trademarks, and all such rights, interests, remedies and obligations are hereby incorporated herein by reference as if set forth in full herein and are hereby ratified, confirmed, adopted and approved.

2.4. Supplemental to Security Agreement. In no event shall this Agreement, the Section 2.2 Assignment of the Supplemental Pledged Trademarks hereunder or the recordation of this Agreement (or any document hereunder) with the PTO or any other agency, adversely affect or impair, in any way or to any extent, the Security Agreement, the other Security Documents (as defined in the Credit Agreement), the security interest of the Administrative Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement, the Original Trademark Collateral Assignment and/or this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code, or the present or future rights and interests of the Administrative Agent in and to the Collateral under or in connection with the Security Agreement, the other Security Documents, the Original Trademark Collateral Assignment, this Agreement and/or the Uniform Commercial Code. Any and all rights and interests of the Administrative Agent in and to the Supplemental Pledged Trademarks (and any and all obligations of TransTechnology with respect to the Supplemental Pledged Trademarks)

provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent (and the obligations of TransTechnology) in, to or with respect to the Collateral (including the Supplemental Pledged Trademarks) provided in or arising under or in connection with the Security Agreement, the other Security Documents and the Original Trademark Collateral Assignment and shall not be in derogation thereof. The Security Agreement, the other Security Documents, the Original Trademark Collateral Assignment and all rights and interests of the Administrative Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified, confirmed, adopted and approved.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF ASSIGNOR.

3.1. Schedule A to the Original Trademark Collateral Assignment (the "Original Schedule A"), which sets forth a list of all Trademarks and Trademark Registrations owned by the Assignors, is hereby amended and supplemented by Schedule A to this Agreement (the "New Schedule A"). Each of the Assignors represents and warrants that, to the best of its knowledge, the Original Schedule A and the New Schedule A collectively constitute a true and complete list of all Trademarks and Trademark Registrations.

3.2. The term "Pledged Trademarks", as defined and used in the Original Trademark Collateral Assignment, shall include, as of the time of TransTechnology's acquisition of any right, title or interest therein or thereto, the Supplemental Pledged Trademarks.

3.3. Each Assignor represents and warrants that all representations and warranties of such Assignor as set forth in the Credit Agreement and the Original Trademark Collateral Assignment, as amended by Sections 3.1 and 3.2 hereof, are true and correct in all material respects on and as of the date hereof, except as such representations and warranties contained in the Credit Agreement are necessarily affected by the transactions contemplated by the Credit Agreement, and except for changes not prohibited by the Credit Agreement and except for representations and warranties which expressly relate to a prior date. All such representations and warranties are hereby ratified, affirmed and incorporated herein by reference, and such representations and warranties are applicable to the Pledged Trademarks (including the Supplemental Pledged Trademarks) with the same force and effect as though set forth herein in their entirety.

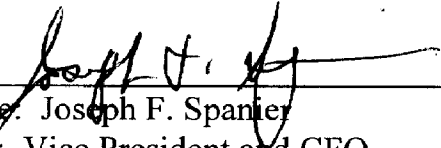
3.4. All rights, interests, duties, obligations, liabilities, covenants, agreements and remedies of each of the Assignors and the Administrative Agent with respect to each other and/or the Pledged Trademarks (including without limitation the Supplemental Pledged Trademarks) or any portion thereof, as set forth in the Original Trademark Collateral Assignment, the Security Agreement and the other Security Documents, are hereby ratified, confirmed, adopted, approved and incorporated herein by reference; and such rights, duties, obligations, liabilities, covenants, agreements and remedies are applicable to the parties and the Pledged Trademarks (including without limitation the Supplemental Pledged Trademarks) with the same force and effect as though set forth herein in their entirety.

4. OTHER TERMS AND CONDITIONS OF ORIGINAL TRADEMARK COLLATERAL ASSIGNMENT. This Agreement incorporates by reference all other terms and conditions contained in the Original Trademark Collateral Assignment, each to the extent that such terms and conditions are not inconsistent with the provisions set forth in this Agreement, with the same force and effect as though set forth herein in their entirety. Except as otherwise expressly set forth herein, all terms and conditions of the Original Trademark Collateral Assignment are ratified and confirmed and shall remain in full force and effect. Without limiting the generality of the foregoing, each Assignor expressly affirms all of its obligations under the Original Trademark Collateral Assignment, as supplemented or amended hereby. Nothing herein shall be construed as an amendment, supplement or waiver of any requirements of the Original Trademark Collateral Assignment except as expressly set forth herein.

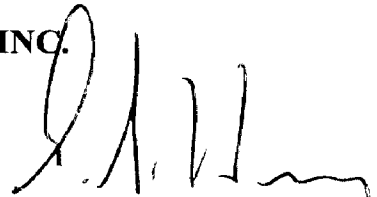
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IN WITNESS WHEREOF, the Assignors and the Administrative Agent, each by its own duly authorized officer, have duly executed this Agreement, as an instrument under seal, as of the date first set forth above.

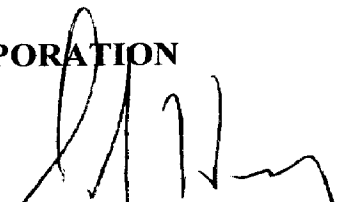
TRANSTECHNOLOGY CORPORATION

By: 
Name: Joseph F. Spanier
Title: Vice President and CFO

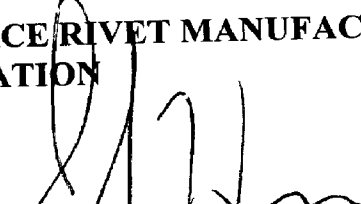
SEEGER INC.

By: 
Name: Gerald C. Harvey
Title: Vice President and Secretary


TCR CORPORATION

By: 
Name: Gerald C. Harvey
Title: Vice President and Secretary

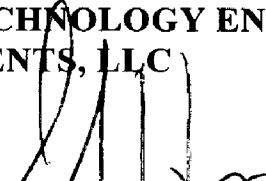
AEROSPACE RIVET MANUFACTURERS CORPORATION

By: 
Name: Gerald C. Harvey
Title: Vice President and Secretary


NORCO, INC.

By: 
Name: Gerald C. Harvey
Title: Vice President and Secretary

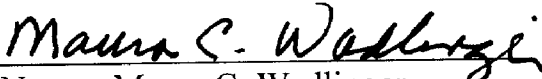
**TRANSTECHNOLOGY ENGINEERED
COMPONENTS, LLC**

By: 
Name: Gerald C. Harvey
Title: Vice President and Secretary

TRANSTECHNOLOGY CANADA CORPORATION

By: 
Name: Gerald C. Harvey
Title: Vice President and Secretary

FLEET NATIONAL BANK, as Administrative Agent

By: 
Name: Maura C. Wadlinger
Title: Director

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss.
COUNTY OF SOMERSET)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 23rd day of ~~September~~ October, 2000, personally appeared Joseph F. Spanier to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President + CFO of TransTechnology Corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Joseph F. Spanier acknowledged said instrument to be the free act and deed of said corporation.

Robin M. Capone
Notary Public ROBIN M. CAPONE
Notary Public, State of New Jersey
My Commission Expires 5/6/2004
My commission expires:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss.
COUNTY OF SOMERSET)

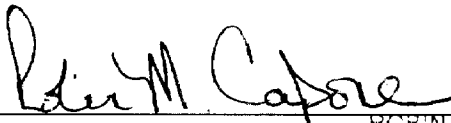
Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 23rd day of ~~September~~ October, 2000, personally appeared Gerald C. Harvey to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President + Secy of each of Seeger Inc., TCR Corporation, Aerospace Rivet Manufacturers Corporation, NORCO, Inc. and TransTechnology Canada Corporation, and that said instrument was signed and sealed on behalf of each of said corporations by authority of its Board of Directors, and said Gerald C. Harvey acknowledged said instrument to be the free act and deed of said corporation.

Robin M. Capone
Notary Public ROBIN M. CAPONE
Notary Public, State of New Jersey
My Commission Expires 5/6/2004
My commission expires:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss.
COUNTY OF SOMERSET)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 23rd day of ~~September~~ October, 2000, personally appeared Gerald C. Harvey to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President + Secretary of TransTechnology Engineered Components, LLC, and that said instrument was signed and sealed on behalf of said company by authority of its Board of Managers, and said Gerald C. Harvey acknowledged said instrument to be the free act and deed of said company.



Notary Public ROBIN M. CAPONE
Notary Public, State of New Jersey
My commission expires ~~My~~ Commission Expires 5/6/2004



SCHEDULE A

**Supplemental Pledged Trademarks Issued by
United States Patent and Trademark Office**

<u>Title</u>	<u>United States Registration No.</u>	<u>Registration Date</u>
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None.

**Supplemental Pledged Trademarks Pending with
United States Patent and Trademark Office**

<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>
TRANSTECHNOLOGY	76/018,547	April 4, 2000
TRANSTECHNOLOGY	76/018,545	April 4, 2000
TRANSTECHNOLOGY	76/038,427	May 2, 2000
TRANSTECHNOLOGY	76/038,730	May 2, 2000

**Supplemental Pledged Trademarks Pending with
Office of Harmonization in the Internal Market (Trademark and Design)
Community Trademark (European Community)**

<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>
TRANSTECHNOLOGY	1606581	April 7, 2000