

01-16-2003

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<b>To the Honorable Commissioner of Patents</b>		<b>Attached original documents or copy thereof.</b>	
1. Name of conveying party(ies): <u>CITICORP USA, INC.</u>		2. Name and address of receiving party(ies): Name: <u>Fairchild Holding Corp.</u> Internal Address: _____ Street Address: <u>45025 Aviation Drive, Suite 400</u> City: <u>Dulles</u> State: <u>Virginia</u> ZIP: <u>20166-7516</u>	
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other		<input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Termination of Security Interest in Trademarks</u>		<input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation - <u>Delaware</u> <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Execution Date: <u>December 3, 2002</u>			
4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>75/475689, 75/475918, 75/476336, and 75/355529</u>		B. Trademark registration No.(s) 627237, 760506, 828107, 828433, 900797, 961253, 1239961, 1274778, 1370870, 601215, 1889603, 2389088, 2342284, 2409119, 2505728, 2460686	
Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No - See Schedule A-1			
5. Name and address of party to whom correspondence concerning document should be mailed:		6. Total number of applications and registrations involved: 4 applications and 60 registrations	
Name: <u>T. Maria Lam, Esq.</u>		7. Total fee (37 CFR 3.41): \$1,615.00 <input checked="" type="checkbox"/> Enclosed Authorized to be charged to deposit account	
Internal Address: <u>Foley Hoag LLP</u>			
Street Address: <u>155 Seaport Boulevard</u>		8. Deposit account number: <u>06-1446</u>	
City: <u>Boston</u> State: <u>MA</u> ZIP: <u>02210</u>		(Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE			
9. Statement and signature. <i>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.</i>			
<u>T. Maria Lam</u> Name of Person Signing		 Signature	<u>January 3, 2003</u> Date
Total number of pages comprising cover sheet: ..... 1			

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RECORDS SECTION

01/15/2003 LMUELLER 00000243 75475689

01 FC:8521 40.00 OP  
02 FC:8522 1575.00 OP

**Schedule A-1  
U.S. Trademark Registrations**

Trademark	Registration Number	Registration Date	Classes
<del>ANCHOR ALL</del>	<del>920698</del>	<del>19-Sep-85</del>	<del>6</del>
BOYDBOLT	794327 ✓	17-Aug-65	6
CAMLOC	1408211 ✓	09-Sep-86	6
CAMLOC (AND DESIGN)	414291 ✓	05-Jun-45	8
CAMLOC (AND DESIGN)	731729 ✓	22-May-62	6
COILTHREAD	1114796 ✓	13-Mar-79	6
DELRON	713021 ✓	28-Mar-61	6
DESIGN	1805785 ✓	23-Nov-93	6
DESIGN	1432693 ✓	17-Mar-87	6
DESIGN	774909 ✓	11-Aug-64	7
EB	1114373 ✓	06-Mar-79	6
EDDIE-BOLT	1104193 ✓	17-Oct-78	6
EDDIE-BOLT SYSTEM	1141512 ✓	18-Nov-80	6
EL	1630585 ✓	08-Jan-91	6
FAIRCHILD	1728523 ✓	27-Oct-92	6
<del>FLITEX</del>	<del>793181</del>	<del>23-Aug-69</del>	<del>9</del>
FORTRESS (AND DESIGN)	1141983 ✓	02-Dec-80	6
<del>FORTRESS (AND DESIGN)</del>	<del>1466300</del>	<del>25-Aug-81</del>	<del>9</del>
GRIPPER	1796778 ✓	05-Oct-93	8
HERBIE	1092685 ✓	06-Jun-78	8
HI-TORQUE SPEED DRIVE	942235 ✓	05-Sep-72	6
KEENSERTS (AND DESIGN)	676869 ✓	14-Apr-59	6
KWIK-KEY	1796777 ✓	05-Oct-93	8
KWIK-KEY	1796756 ✓	05-Oct-93	7
MAIROLL	944036 ✓	03-Oct-72	8
MAXI-BIN	1397389 ✓	17-Jun-86	6, 22
METALTAP	1543240 ✓	13-Jun-89	6
MULTITAP	1547062 ✓	11-Jul-89	6
O	883649 ✓	06-Jan-70	6
<del>PERMAYAC</del>	<del>694265</del>	<del>01-Sep-59</del>	<del>9</del>
POLYCHEK	1463285 ✓	03-Nov-87	6
POWER DRIVE (AND DESIGN)	1468784 ✓	15-Dec-87	6
RAM	1790115 ✓	31-Aug-93	6
RI (STYLIZED)	1785203 ✓	03-Aug-93	6
<del>ROSA (STYLIZED)</del>	<del>1693658</del>	<del>01-Sep-88</del>	<del>6, 18, 9</del>
SC	1638142 ✓	19-Mar-91	6
SD	2214787 ✓	29-Dec-98	6
TAPCRETE	1547966 ✓	18-Jul-89	6
TEMP-SURE	1256692 ✓	08-Nov-83	9
TRIDAIR	879367 ✓	28-Oct-69	6, 13
TRI-SQUARE	1463284 ✓	03-Nov-87	6
TWISTER	1786081 ✓	03-Aug-93	8
V-BOLT	767404 ✓	31-Mar-64	6
VERI-LITE	1439814 ✓	19-May-87	6
VOI-SHAN	1083166 ✓	24-Jan-78	6
VS	1072525 ✓	06-Sep-77	6
VS	610243 ✓	09-Aug-55	6
<del>VSI</del>	<del>698424</del>	<del>31-May-69</del>	<del>6</del>
WEDG-TITE	1609656 ✓	14-Aug-90	9
WEIGHT/MASTER	804519 ✓	01-Mar-66	6

*RELEASE AND REASSIGNMENT  
OF  
TRADEMARKS, TRADEMARK AND SERVICE MARK APPLICATIONS  
and TRADEMARK LICENSE AGREEMENTS  
AS SECURITY*

WHEREAS, Fairchild Holding Corp., a Delaware corporation (the "Company"), owns the trademarks and trademark and service mark applications (collectively, the "Marks") described in the attached Schedule A for which there are recordings in the United States Patent and Trademark Office under the numbers set forth in the attached Schedule A and the trademark license agreements also described in the attached Schedule A; and

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of April 20, 1999 (the "Agreement") the Company granted a security interest in, among other things, trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without, limitation, the Marks and trademark license agreements to secure the payment and performance by the Company of certain of its obligations; and

WHEREAS, the Agreement was recorded in the Assignment Branch, United States Patent and Trademark Office on August 19, 1999 located on Reel 1953, Frame 76.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Collateral Agent does hereby terminate its security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, and does reassign and reconvey to the Company, trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without, limitation, the Marks and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the Company's business connected with and symbolized by the Marks, (e) all of the Company's rights corresponding thereto throughout the world and (f) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether the Company is a licensee or licensor under any such license agreement, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all inventory owned by the Company and covered by such licenses.

Dated: December 3, 2002

CITICORP USA, INC., as Collateral Agent

By 

William Washburn  
Vice President

Certificate of Mailing

I, Kristen Willett, do hereby certify that the foregoing documents are being deposited with the United States Postal Service as First Class Mail, postage prepaid, in an envelope addressed to the Commissioner of Patent & Trademarks, Attn.: Assignment Division, Washington, D. C. 20231, on this 9th date of January, 2003.

  
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Kristen Willett, IP File Clerk

Recordation Form Cover Sheet, Check for \$1615.00,  
And Termination of Security Interest in Trademarks  
Nature of Conveyance: Release and Reassignment  
Receiving Party: Fairchild Holding Corp.