

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

| Trademark | Registration Number | Registration Date | Classes |
|----------------------------------|---------------------|----------------------|--------------------|
| ANCHOR ALL | 1930688 | 19-Sep-95 | 6 |
| 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 |
| FLITE | 703181 | 23-Aug-69 | 9 |
| FORTRESS (AND DESIGN) | 1141983 ✓ | 02-Dec-80 | 6 |
| FORTRESS (AND DESIGN) | 1166300 | 25-Aug-81 | 9 |
| 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 |
| ORMA-YAC | 613365 | 01-Sep-59 | 9 |
| 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 |
| ROSSAN STYLIZED | 1893850 | 02-Sep-88 | 6, 7, 9 |
| 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 |
| VSI | 698424 | 21-Mar-69 | 6 |
| WEDG-TITE | 1609656 ✓ | 14-Aug-90 | 9 |
| WEIGHT/MASTER | 804519 ✓ | 01-Mar-66 | 6 |

Schedule A-2
U.S. Trademark Applications

| Trademark | Application Number | Classes | Status |
|----------------------|------------------------|--------------|----------------------|
| EBBEE LPE | 75/419148 ✓ | 6 | Published |
| RACI | 75/36613 ✓ | 6 | Pending |
| M | 75/355529 ✓ | 6 | Pending |

*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

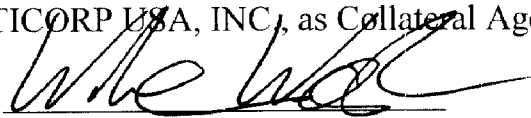
WHEREAS, the Agreement was recorded in the Assignment Branch, United States Patent and Trademark Office on May 21, 1999 located on Reel 1900, Frame 1.

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

Schedule A

to

Release and Reassignment

dated as of December ____, 2002

Trademarks

See attached Schedule A-1

Trademark and Service Mark Applications

See attached Schedule A-2

Trademark License Agreements

None.