

**TRADEMARKS REGISTERED WITH THE UNITED STATES PATENT &
TRADEMARK OFFICE**

<u>TRADEMARK</u>	<u>REGISTRATION NO. AND DATE</u>	<u>CLASS</u>
BIG FOOT	Reg. #1055908 Reg. Date: 7/11/77	8 ABANDONED
BOYD BOLT	Reg. #0794327 Reg. Date: 8/17/65	8
CAMLOC	Reg. #1408211 Reg. Date: 9/9/66	8
CAMLOC (and design)	Reg. #0731729 Reg. Date: 5/22/62	8
CAMLOC (and deisgn)	Reg. #0414291 Reg. Date: 6/5/45	8
COILTHREAD	Reg. #1114796 Reg. Date: 3/13/79	8
DELRON	Reg. #0713021 Reg. Date: 3/28/61	8
DESIGN	Reg. # 1790114 Reg. Date: 8/31/93	8
DESIGN	Reg. #1805785 Reg. Date: 11/23/93	8
EDDIE BOLT	Reg. #1104193 Reg. Date: 10/17/78	8
EDDIE BOLT SYSTEM	Reg. #1141512 Reg. Date: 11/18/80	8
EL	Reg. #1630585 Reg. Date: 1/8/91	8
GRIPPER	Reg. #1796778 Reg. Date: 10/5/93	8
HERBIE	Reg. #1092885 Reg. Date: 6/6/78	8

<u>TRADEMARK</u>	<u>REGISTRATION NO. AND DATE</u>	<u>CLASS</u>
HI-TORQUE SPEED DRIVE	Reg. #0942235 Reg. Date: 9/5/72	6
KEENSERTS (and design)	Reg. #0676869 Reg. Date: 4/14/59	6
KWIK KEY	Reg. #1796756 Reg. Date: 10/5/93	7
KWIK KEY	Reg. #1796777 Reg. Date: 10/5/93	8
MAIROLL	Reg. #0944036 Reg. Date: 10/3/72	8
0	Reg. #0883649 Reg. Date: 1/6/70	6
PERMA VAC	Reg. #0664355 Reg. Date: 9/1/59	9
RAM	Reg. #1790115 Reg. Date: 8/31/93	6
RI (stylized)	Reg. #1785203 Reg. Date: 8/3/93	6
ROGAN (stylized)	Reg. #1503558 Reg. Date: 9/13/88	6, 7, 8, 9
SC	Reg. #1638142 Reg. Date: 3/19/91	6
SNAPTAB	Reg. #1328543 Reg. Date: 4/2/85	20
TEMP-SURE	Reg. #1256692 Reg. Date: 11/8/83	9
TRIDAIR	Reg. #0879367 Reg. Date: 10/28/69	6, 13
TRI-SQUARE	Reg. #1463284 Reg. Date: 11/3/87	6
TWISTER	Reg. #1786081 Reg. Date: 8/3/93	8
V-BOLT	Reg. #0767404 Reg. Date: 3/31/64	6
VERI-LITE	Reg. #1439814 Reg. Date: 5/19/87	6

<u>TRADEMARK</u>	<u>REGISTRATION NO. AND DATE</u>	<u>CLASS</u>
VOI-SHAN	Reg. #1083168 Reg. Date: 6/24/78	6
VS	Reg. #810243 Reg. Date: 8/9/55	6
VS	Reg. #1072525 Reg. Date: 9/6/77	6
VS	Reg. #0698424 Reg. Date: 5/31/59	6
WEDG-TTE	Reg. #1609658 Reg. Date: 8/14/90	9
WEIGHT/MASTER	Reg. #0804519 Reg. Date: 3/1/66	6

<u>TRADEMARK</u>	<u>REGISTRATION NO. AND DATE</u>	<u>CLASS</u>
FAIRCHILD	Reg. #1728523 Reg. Date: 10/27/92	6
STEP START	Reg. #1565572 Reg. Date: 11/1/89	9

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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

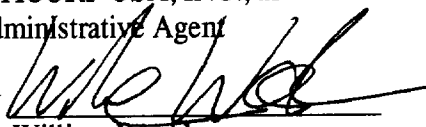
WHEREAS, pursuant to that certain Trademark Security Agreement dated as of July 29, 1996 (the "Agreement") the Company granted a security interest in, among other things, trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, 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 7, 1996 located on Reel 1493, Frame 0330 and the Reaffirmation and Amendment of Trademark Security Agreement dated as of July 18, 1997 was recorded in the Assignment Branch, United States Patent and Trademark Office on August 8, 1997 located on Reel 1614, Frame 0961.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Administrative 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
Administrative Agent

By 
William Washburn
Vice President

Schedule A

to

Release and Reassignment

dated as of _____, 2002

Trademarks

See attached Schedules A-1 and A-2

Trademark and Service Mark Applications

See attached Schedules A-1 and A-2

Trademark License Agreements

None