

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas	FORMERLY Bankers Trust Company	01/15/2005	banking corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	GENCORP INC.		
Street Address:	P.O. Box 537012		
City:	Sacramento		
State/Country:	CALIFORNIA		
Postal Code:	95853		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1337772	GEN CORP	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	919 286-8049		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27650		
NAME OF SUBMITTER:	John E. Slaughter		
Signature:	/John E. Slaughter/		
Date:	03/14/2005		

OP \$40.00 1337772

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This release of lien in trademarks (this "Release"), is made as of this 15 day of January, 2005, by DEUTSCHE BANK TRUST COMPANY AMERICAS (formerly known as Bankers Trust Company) ("Secured Party").

WITNESSETH:

WHEREAS, Secured Party and GENCORP INC. (the "Obligor") are parties to a Credit Agreement dated as of December 28, 2000, as amended and restated by the Amended and Restated Credit Agreement, attached as Annex I to the Agreement to Amend and Restate, dated as of October 2, 2002 (as amended, the "Credit Agreement"), which Credit Agreement provided for, among other things, (a) Secured Party and the other lenders (the "Lenders") party thereto, to, from time to time, extend credit to or for the account of Obligor, and (b) the grant by Obligor to Secured Party of a security interest in substantially all of Obligor's assets, including, without limitation, the trademarks, trademark applications, tradenames, service marks, service mark applications, goodwill and certain licenses of Obligor;

WHEREAS, in order to evidence the security interest created by the Credit Agreement, Obligor executed a certain Assignment of Security Interest in United States Trademarks and Patents dated as of December 28, 2000 (the "Security Agreement") in favor of Secured Party which Security Agreement was recorded on January 18, 2001 in Reel 2223, Frame 0907 of the United States Patent and Trademark Office; and

WHEREAS, in connection with the payment in full of the obligations to the Lenders under the Credit Agreement and the termination of the Credit Agreement, Secured Party desires to release the lien and security interest created by the Security Agreement, on the terms and conditions, described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency and adequacy of which are hereby acknowledged, Secured Party hereby releases and discharges all liens, security interest, assignments and other rights, titles and interest held by Secured Party to secure payment and performance of the Credit Agreement and the other Loan Documents created by the Security Agreement, with respect to the trademarks, trademark applications, tradenames, service marks, service mark applications, good will and licenses of Obligor and more particularly described on Exhibit A hereto (collectively, the "Collateral").

Secured Party further agrees to execute and deliver to Obligor any and all further documents or instruments and to any and all further acts which Obligor (or Obligor's agents, designees or successors) reasonably requests in order to confirm this Release and Obligor's right, title and interest in and to the Collateral.

This release shall be binding upon Secured Party and Secured Party's successors and assigns and shall inure to the benefit of Obligor and Obligor's successors and assigns, including but not limited to, any present or future owner of any interest in the property.

**DEUTSCHE BANK TRUST COMPANY
AMERICAS**

By: Marguerite Sifton
Name: Marguerite Sifton
Title: Director

By: Carin M. Keegan
Name: Carin M. Keegan
Title: Vice President

**DEUTSCHE BANK TRUST COMPANY
AMERICAS**

By: Marguerite Sutton
Name: Marguerite Sutton
Title: Director

By: Carin M. Keegan
Name: Carin M. Keegan
Title: Vice President

U.S. Trademark Registration

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
GEN CORP	1337772	05/28/85