

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|--------------------------------------|--|-----------------------|-------------------------------|
| 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 | 12/06/2004 | banking corporation: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Aerojet-General Corporation | | |
| Street Address: | P.O. Box 537012 | | |
| City: | Sacramento | | |
| State/Country: | COLORADO | | |
| Postal Code: | 95853 | | |
| Entity Type: | CORPORATION: OHIO | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 426781 | AEROJET | |
| 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: | 03/15/2005 | | |

OP \$40.00 426781

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This release of lien in trademarks (this "Release"), is made as of this 6 day of December, 2004, by DEUTSCHE BANK TRUST COMPANY AMERICAS (formerly known as Bankers Trust Company) ("Secured Party").

WITNESSETH:

WHEREAS, Secured Party and GENCORP INC. ("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, Secured Party and the other lenders (the "Lenders") party thereto, to, from time to time, extend credit to or for the account of Obligor;

WHEREAS, AEROJET-GENERAL CORPORATION ("Guarantor"), a subsidiary of Obligor, guaranteed, jointly and severally, the obligations of Obligor, under the Credit Agreement and granted to the Lenders a security interest in substantially all of Guarantor's assets, including, without limitation, the trademarks, trademark applications, tradenames, service marks, service mark applications, goodwill and certain licenses of Guarantor;

WHEREAS, in order to evidence the security interest created by the Security Documents (as defined in the Credit Agreement), Guarantor 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 10, 2001 in Reel 2224, Frame 0711 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 Guarantor and more particularly described on Schedule T3 hereto (collectively, the "Collateral").

Secured Party further agrees to execute and deliver to Guarantor any and all further documents or instruments and to any and all further acts which Guarantor (or Guarantor's agents, designees or successors) reasonably requests in order to confirm this Release and Guarantor'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 Guarantor and Guarantor'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 Sutton*
Name: **Marguerite Sutton**
Title: **Vice President**

Schedule T3

**Aerojet-General Corporation
(Ohio Corporation)**

**U.S. Trademark Subject to Security Interest
In Favor of Bankers Trust Company, as Agent
Granted by Aerojet General Co.
Recorded 01/10/01 at Reel 2224 Frame 0711**

Registered Mark

| Mark | Registration No. | Registration Date |
|-------------|-------------------------|--------------------------|
| AEROJET | 426781 | 01/14/47 |