UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant To Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): February 2, 2010

RCLC, INC.
(Exact Name of Registrant as Specified in Charter)

New Jersey	**001-01031**	**22-0743290**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

3 Ronson Road, P.O. Box 3000, Woodbridge, New Jersey	**07095**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(732) 469-8300**

RONSON CORPORATION
(Former name or form address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

RCLC, INC.
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Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements based on management's plans and expectations that are subject to uncertainty. Forward-looking statements are based on current expectations of future events. The Company cannot assure that any forward-looking statement will be accurate. If underlying assumptions prove inaccurate or unknown risks or uncertainties materialize, actual events could vary materially from those anticipated. Investors should understand that it is not possible to predict or identify all such factors and should not consider this to be a complete statement of all potential risks and uncertainties. The Company assumes no obligation to update any forward-looking statements as a result of future events or developments.

Item 1.01 Entry into a Material Definitive Agreement.

(a) (1) On February 2, 2010 (the "Closing Date"), RCLC, Inc., formerly Ronson Corporation (the "Company") and its wholly-owned subsidiaries, Ronson Consumer Products Corporation and Ronson Corporation of Canada Ltd. (together, the "Ronson Subsidiaries" and, collectively with the Company, the "Ronson Companies") entered into an Amendment to Asset Purchase Agreement (the "Amendment") with Zippo Manufacturing Company and its wholly-owned subsidiary Nosnor, Inc. (together, "Zippo"), to amend the previously reported Asset Purchase Agreement dated as of October 5, 2009 (the "Asset Purchase Agreement") among the Ronson Companies and Zippo, for the sale to Zippo of substantially all of the assets of the Company's consumer products business. As indicated in Item 2.01, the Company previously filed a Current Report on Form 8-K disclosing that it had entered into the Asset Purchase Agreement.

The Amendment provides, among other things, for the substitution of the transition services agreement originally contemplated under the Asset Purchase Agreement with a new transition services agreement, specifies certain excluded liabilities, provides for certain additional indemnification obligations of the Company and addresses certain purchase price adjustments and distribution of proceeds. The new transition services agreement contemplated by the Amendment is to run from the Closing Date through April 30, 2010 unless the agreement is terminated earlier in accordance with its terms.

Further, the Amendment clarifies that, by acquiring the assets of the Ronson Companies, Zippo has not assumed any liability for (a) environmental claims relating to any properties owned or used by the Ronson Companies or their predecessors located in or around the Lower Passaic River Study Area, (b) claims relating to the Ronson Corporation Retirement Plan or the action commenced against the Company by the Pension Benefit Guaranty Corporation, or (c) claims made in an action filed by Yellow Freight against the Company, as a consequence of consummation of the transaction as to which, in each case, the Ronson Companies have agreed to indemnify Zippo with respect any losses resulting.

The foregoing summary set forth in response to this Item 1.01 does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment attached as Exhibit 10.1 to this Current Report on Form 8-K.

(a) (2) On February 5, 2010, the Company and its wholly-owned subsidiaries, Ronson Aviation, Inc. ("Ronson Aviation"), Ronson Consumer Products Corporation ("RCPC") and Ronson Corporation of Canada Ltd. ("Ronson Canada" and collectively with the Company, Ronson Aviation and RCPC, the "Borrowers"), further extended the previously reported forbearance agreement (the "Forbearance Agreement") with their principal lender, Wells Fargo Bank, National Association ("Wells Fargo"), under which Wells Fargo has agreed not to assert existing events of default under the Borrowers' credit facilities with Wells Fargo through February 19, 2010, or such earlier date determined under the Forbearance Agreement.

The amendment to the Forbearance Agreement also provides that as a result of the consummation of the sale of the Company's consumer products business to Zippo, RCPC and Ronson Canada are no longer permitted to request advances under the credit facility with Wells Fargo and any remaining assets of RCPC and Ronson Canada will no longer be considered in borrowing base calculations. Ronson Aviation will continue to be permitted to request advances under the Wells Fargo credit facility until February 19, 2010. The amendment to the Forbearance Agreement reduces the maximum revolving credit line to $1,400,000 and the overadvance limit to $1,000,000.

The foregoing summary set forth in response to this Item 1.01 does not purport to be complete and is qualified in its entirety by reference to the full text of the amendment to the Forbearance Agreement attached as Exhibit 10.2 to this Current Report on Form 8-K.

Item 2.01 Completion of Acquisition or Disposition of Assets.

As previously reported, on October 8, 2009, the Ronson Companies entered into an Asset Purchase Agreement with Zippo for the sale to Zippo of substantially all of the assets of the Company's consumer products business (other than certain excluded assets including cash and cash equivalents) for a purchase price of $11.1 million in cash (less certain credits to which Zippo would be entitled at closing and subject to certain post-closing adjustments as described in the Asset Purchase Agreement).

Pursuant to the terms and conditions of the Asset Purchase Agreement, on February 2, 2010, subsequent to receipt of shareholder approval of the transaction from the Company's shareholders, the Company completed the sale of the Company's consumer products business to Zippo for an adjusted purchase price of $10,478,475 in cash. The assets sold include rights to the "Ronson" name and mark and, as such, in connection with the transaction, the Company changed its name from Ronson Corporation to RCLC, Inc.

On February 2, 2010, the Company issued a press release announcing that, at its Special Meeting of Shareholders held on February 1, 2010, the Company's shareholders approved the sale of the consumer products business and the aviation business. The full text of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K.

Item 2.03Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement of a Registrant.

(a) The text of Item 1.01(a)(2) of this Current Report on Form 8-K with respect to the Company's entry into a Tenth Amendment to Forbearance Agreement is incorporated by reference to this Item 2.03.

Item 9.01Financial Statements and Exhibits.

(c) Pro forma Financial Information.

The following unaudited pro forma condensed consolidated financial information sets forth the pro forma condensed consolidated results of operations of the Company for the year ended December 31, 2008 and the nine months ended September 30, 2009 and the pro forma condensed consolidated financial position of the Company as of December 31, 2008 and September 30, 2009.

The unaudited pro forma condensed consolidated results of operations for the year ended December 31, 2008 and the nine months ended September 30, 2009 have been derived from the Company's historical consolidated financial information and gives effect to the proposed sale of substantially all of the assets of the Company's consumer products division by Zippo, in exchange for approximately $11.1 million in cash, as if it had occurred on January 1, 2008, and as if the amounts held in escrow to secure indemnification claims against the Company ultimately are released to the Company. In addition, the unaudited pro forma condensed consolidated balance sheets as of December 31, 2008, and as of September 30, 2009 have been derived from the Company's historical consolidated financial information and give effect to the proposed sale of the consumer products division as if it had occurred on December 31, 2008, and September 30, 2009, respectively.

The unaudited pro forma financial information has been prepared in accordance with Article 11 of Regulation S-X and should be read in conjunction with the Company's historical audited consolidated financial statements and unaudited interim consolidated financial statements included in the Company's periodic reports filed with the Securities and Exchange Commission. This information is based on the assumptions and adjustments described in the accompanying notes and does not reflect any adjustments for non-recurring items or changes in operating strategies arising as a result of the transaction. These unaudited pro forma condensed consolidated financial statements include no assumptions regarding the use of proceeds (other than to repay indebtedness and pay transaction related expenses), which are presented as additional cash on the unaudited pro forma condensed consolidated balance sheet. Accordingly, the actual effect of the transaction, due to this and other factors, could differ from the pro forma adjustments presented herein. However, management believes that the assumptions used and the adjustments made are reasonable under the circumstances and given the information available.

These unaudited pro forma condensed consolidated financial statements are presented for illustrative purposes only and are not necessarily indicative of the operating results or the financial position that would have been achieved had the transaction been consummated as of the dates indicated or of the results that may be obtained in the future.

Unaudited Pro Forma Condensed Consolidated Balance Sheet
December 31, 2008
(in thousands)

	HISTORICAL	ADJUSTMENTS		PRO FORMA
ASSETS				
Current assets				
Cash and cash equivalents	$ 84	$ 1,328	(c)	$ 1,412
Accounts receivable, net	1,288	(973)	(a)	315
Inventories	1,839	(1,567)	(a)	272
Other current assets	897	1,145		2,042
Total current assets	4,108	(67)		4,041
Property, plant and equipment, at cost	15,881	(7,949)	(a)(b)	7,932
Less accumulated depreciation and amortization	10,038	(5,728)	(a)(b)	4,310
Other assets	4,886	(1,896)		2,990
	$ 14,837	$ (4,184)		$ 10,653
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIENCY)				
Current liabilities				
Short-term debt	$ 1,747	$ (1,472)	(c)	$ 275
Current portion of long-term debt and leases	5,763	(5,710)	(a)(c)	53
Accounts payable	2,902			2,902
Accrued expenses	2,033	412		2,445
Total current liabilities	12,445	(6,770)		5,675
Long-term debt and leases	159	(8)	(a)(c)	151
Other long-term liabilities	2,327			2,327
Stockholders' equity (deficiency)				
Common stock	5,173			5,173
Additional paid-in capital	29,998			29,998
Accumulated deficit	(30,893)	2,594	(b)	(28,299)
Accumulated other comprehensive loss	(2,775)			(2,775)
	1,503	2,594		4,097
Less cost of treasury shares	1,597			1,597
Total stockholders' equity (deficiency)	(94)	2,594		2,500
	$ 14,837	$ (4,184)		$ 10,653

Unaudited Pro Forma Condensed Consolidated Balance Sheet
September 30, 2009
(in thousands)

	HISTORICAL	ADJUSTMENTS		PRO FORMA
ASSETS				
Current assets				
Cash and cash equivalents	$ 65	$ (65)	(c)	$ -
Accounts receivable, net	1,305	(1,037)	(a)	268
Inventories	1,667	(1,375)	(a)	292
Other current assets	1,122	1,145		2,267
Total current assets	4,159	(1,332)		2,827
Property, plant and equipment, at cost	15,114	(7,241)	(a)(b)	7,873
Less accumulated depreciation and amortization	9,642	(5,210)	(a)(b)	4,432
Other assets	5,702	(2,299)		3,403
	$ 15,333	$ (5,662)		$ 9,671
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIENCY)				
Current liabilities				
Short-term debt	$ 2,607	$ (2,307)	(c)	$ 300
Current portion of long-term debt and leases	5,517	(5,473)	(a)(c)	44
Accounts payable	4,602	(115)		4,487
Accrued expenses	3,790	(501)		3,289
Total current liabilities	16,516	(8,396)		8,120
Long-term debt and leases	123	(3)	(a)(c)	120
Other long-term liabilities	2,108			2,108
Stockholders' equity (deficiency)				
Common stock	5,173			5,173
Additional paid-in capital	30,007			30,007
Accumulated deficit	(34,426)	2,737	(b)	(31,689)
Accumulated other comprehensive loss	(2,571)			(2,571)
	(1,817)	2,737		920
Less cost of treasury shares	1,597			1,597
Total stockholders' equity (deficiency)	(3,414)	2,737		(677)
	$ 15,333	$ (5,662)		$ 9,671

Unaudited Pro Forma Condensed Consolidated Statement of Operations
For the Fiscal Year Ended December 31, 2008
(in thousands)

	HISTORICAL December 31, 2008	PRO FORMA ADJUSTMENTS		PRO FORMA December 31, 2008
Net sales	$ 24,187	$ (12,524)	(e)	$ 11,663
Cost and expenses:				
Cost of sales	18,053	(8,881)	(e)	9,172
Selling, shipping and advertising	3,373	(3,347)	(e)	26
General and administrative	3,566	(1,063)	(e)	2,503
Depreciation and amortization	622	(349)	(e)	273
Loss from operations	(1,427)	1,116		(311)
Other (income) expenses:				
Interest expense	671	(577)	(d)(e)	94
Other net	586	(243)	(e)	343
	1,257	(820)		437
Earnings (loss) before income taxes	(2,684)	1,936		(748)
Income tax benefits	(1,032)	791	(e)	(241)
	(1,652)	1,145		(507)
Gain on sale of assets, net of income taxes	-	2,341	(b)	2,341
Net earnings (loss)	$ (1,652)	$ 3,486		$ 1,834

Unaudited Pro Forma Condensed Consolidated Statement of Operations
For the Nine Months Ended September 30, 2009
(in thousands)

	HISTORICAL September 30, 2009	PRO FORMA ADJUSTMENTS		PRO FORMA September 30, 2009
Net sales	$ 14,090	$ (8,216)	(e)	$ 5,874
Cost and expenses:				
Cost of sales	9,891	(5,578)	(e)	4,313
Selling, shipping and advertising	2,158	(2,155)	(e)	3
General and administrative	4,202	(2,694)	(d)(e)	1,508
Depreciation and amortization	418	(227)	(e)	191
Loss from operations	(2,579)	2,438		(141)
Other (income) expenses:				
Interest expense	526	(475)	(d)(e)	51
Other net	1,124	(691)	(d)(e)	433
	1,650	(1,166)		484
Loss before income taxes	(4,229)	3,604		(625)
Income tax expense (benefits)	(696)	700	(e)	4
Net loss	$ (3,533)	$ 2,904		$ (629)

Notes to Pro Forma Unaudited Condensed Consolidated
Financial Information of the Consumer Products Division

Basis of Presentation

The unaudited pro forma condensed consolidated financial information gives effect to the sale of substantially all of the assets to and assumption of liabilities of the Company's consumer products division by Zippo in exchange for approximately $11.1 million in cash ($1.1 million of which is held in escrow for a period of 12 months after the closing to secure indemnification claims against the Company and an additional $250,000 of which is held in escrow to secure the Company's environmental compliance obligations). The Company expects to account for the disposition as discontinued operations in its consolidated financial statements in accordance with Statement of Financial Accounting Standards ("SFAS") No. 144, *Accounting for the Impairment or Disposal of Long-Lived Assets,* if shareholder approval of the transaction is obtained.

During the periods presented, the consumer products division was operated as an operating segment within the Company. As such, the Company did not maintain separate, stand-alone financial statements for the consumer products division. Accordingly, the financial information of the consumer products division has been prepared from the historical accounting records of the Company and does not purport to reflect a balance sheet and statement of operations that would have resulted if the consumer products division had been a separate, stand-alone company. As an operating segment of Ronson, the consumer products division is dependent upon Ronson for all of its working capital and financing requirements.

The unaudited pro forma condensed consolidated financial statements and these accompanying notes should be read together with the Company's Annual Report on Form 10-K for the year ended December 31, 2008 and its Quarterly Report on Form 10-Q for the quarter ended September 30, 2009.

(a) The book value of the assets and liabilities expected to be included in the sale is composed of the following (in thousands):

	January 1, 2008	December 31, 2008	September 30, 2009
Accounts receivable, net	$ 1,327	$ 973	$ 1,037
Inventories	2,722	1,567	1,375
Other current assets	339	91	91
Property and equipment, net	2,129	1,883	1,718
Other assets	460	247	243
	6,977	4,761	4,464
Lease obligations	21	13	9
	$ 6,956	$ 4,748	$ 4,455

(b) The pro forma gain on sale of the assets is composed of the following (in thousands):

	January 1, 2008	December 31, 2008	September 30, 2009
Gross sale price, including current assets adjustment	$ 12,836	$ 11,078	$ 10,950
Less transaction costs:			
Professional fees	1,044	1,044	1,044
Other costs related to the sale	430	430	430
Proceeds, net of expenses	11,362	9,604	9,476
Book value of assets sold	6,956	4,748	4,455
Unamortized loan costs, previously deferred	142	199	150
Book value of leasehold improvements to be abandoned	366	338	313
Gain on sale of assets, prior to income tax effect	3,898	4,319	4,558
Income tax expense	1,557	1,725	1,821
Gain on sale of assets, net of income taxes	$ 2,341	$ 2,594	$ 2,737

(c) The pro forma cash proceeds and disbursements at or near the closing are as follows (in thousands):

	January 1, 2008	December 31, 2008	September 30, 2009
Gross sale price, including current assets adjustment	$ 12,836	$ 11,078	$ 10,950
Less escrow amount, environmental remediation escrow and other escrowed amounts	1,400	1,400	1,400
Less transaction costs and other sale-related costs to be paid at closing	959	959	959
Less income taxes related to the sale	70	111	-
Less other payments at closing:			
Secured lenders	5,454	7,177	8,319
Long-term leases	651	-	-
Other secured liabilities	-	-	52
Other liabilities	-	-	112
Accrued compensation, including salaries and paid time off	110	103	108
	$ 4,192	$ 1,328	$ -

The pro forma cash proceeds as if the sale had been completed on September 30, 2009, are not sufficient to make all payments to secured lenders and creditors. Approximately $878,000 of the necessary payments would not be able to be met.

(d) The pro forma reductions in expenses in the periods presented are as follows, other than those included in the pro forma elimination of the operations related to the assets sold (in thousands):

	January 1, 2008	September 30, 2009
General and administrative expenses, professional fees incurred related to the Company's financing agreements	$ -	$ 1,041
Interest expenses, assuming the secured lenders were repaid as of January 1, 2008	188	158
Other expenses, other financing costs related to the secured credit agreements to be repaid, including the forbearance fee	-	275
	$ 188	$ 1,474

(e) Removal of the Consumer Products Division activity in the Statements of Operations for the periods ended (in thousands):

	January 1, 2008	September 30, 2009
Net sales	$ 12,524	$ 8,216
Cost and expenses:		
Cost of sales	8,881	5,578
Selling, shipping and advertising	3,347	2,155
General and administrative	1,063	1,653
Depreciation and amortization	349	227
	13,640	9,613
	(1,116)	(1,397)
Other (income expenses):		
Interest expenses	389	317
Other, net	243	416
	632	733
	(1,748)	(2,130)
Income tax benefits	(716)	(111)
	$ (1,032)	$ (2,019)

(d) Exhibits: The following exhibits are filed herewith:

No.	Description
10.1	Amendment to Asset Purchase Agreement dated as of the Closing Date (February 2, 2010) among Ronson Corporation, Ronson Consumer Products Corporation, Ronson Corporation of Canada Ltd., Zippo Manufacturing Company and Nosnor, Inc.
10.2	Tenth Amendment to Forbearance Agreement dated as of February 5, 2010 among Ronson Corporation, Ronson Consumer Products Corporation, Ronson Aviation, Inc., Ronson Corporation of Canada Ltd. and Wells Fargo Bank, National Association, acting through its Wells Fargo Business Credit operating division
99.1	Press Release issued February 2, 2010 "Ronson Corporation Shareholders Approve the Sale of the Aviation Division and the Consumer Products Division."

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

RCLC, INC.
(formerly Ronson Corporation)

Date: February 8, 2010

By: /s/Daryl K. Holcomb
Name: Daryl K. Holcomb
Title: Vice President, Chief Financial Officer and Controller

Exhibit Index

No.	Description
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99.1	Press Release issued February 2, 2010 "Ronson Corporation Shareholders Approve the Sale of the Aviation Division and the Consumer Products Division."

AMENDMENT TO
ASSET PURCHASE AGREEMENT

Reference is made to that certain ASSET PURCHASE AGREEMENT, dated as of October 5, 2009 (the "Agreement"), by and among RONSON CONSUMER PRODUCTS CORPORATION, a New Jersey corporation, RONSON CORPORATION OF CANADA, LTD., an Ontario corporation, and RONSON CORPORATION, a New Jersey corporation, ZIPPO MANUFACTURING COMPANY, a Pennsylvania corporation, and NOSNOR, INC., a Delaware corporation, and, for purposes of Section 7.12(c) of the Agreement only, LOUIS V. ARONSON II.

WHEREAS, in light of new information and circumstances arising between the date the Agreement was first executed and the date hereof, the Selling Companies, the Purchasers, and Aronson (collectively, the "Parties") desire to amend certain provisions of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Amendment to Asset Purchase Agreement (this "Amendment") and intending to be legally bound, the Parties hereby agree as follows:

1. Defined Terms. Capitalized terms used in this Amendment, including those in the introductory paragraphs and recitals hereto, and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

2. Amendments.

2.1. Transition Services Agreement. The Transition Services Agreement in the form attached to the Agreement as Attachment D is hereby replaced in its entirety with the Transition Services Agreement in the form attached hereto as Attachment A. References to the Transition Services Agreement in Section 1.1, Section 3.2(m), and Section 3.3(g) of the Agreement shall, for all purposes, be deemed to be to the version of the Transition Services Agreement attached to this Amendment.

2.2. Flow of Funds Statement. At the Closing, the relevant Parties shall execute a Flow of Funds Statement in substantially the form attached hereto as Attachment B (the "Flow of Funds Statement"). The Purchasers are authorized and directed by the Selling Companies to pay the Purchase Price directly to the Persons set forth on the Flow of Funds Statement in lieu of making payment of the Purchase Price directly to the Selling Companies.

2.3. Purchase Price Adjustment. The Parties acknowledge and agree that the Seller owes certain sums to the Business Purchaser related to the production and sale of products by Seller pursuant to the Inventory Agreement and certain other matters, all as detailed on Attachment C hereto, the amount of which is set forth on the Flow of Funds Statement. The Selling Companies agree that the Purchase Price shall be decreased by such amount as shown on the Flow of Funds Statement.

2.4. Excluded Liabilities. For the avoidance of any doubt, the Excluded Liabilities (as set forth in Section 2.3(b) of the Agreement) shall include, regardless of any disclosures made with respect thereto by the Selling Companies and any Knowledge thereof by the Purchasers and in addition to the Excluded Liabilities set forth in Section 2.3(b) of the Agreement, the following:

2.4.1. all Liabilities of the Selling Companies arising under or relating to any Environmental Law, including CERCLA and the Spill Compensation and Control Act (N.J.S.A. 58:10-23.11 et seq.), relating to any properties owned or used by any of the Selling Companies or their predecessors located in or around the Lower Passaic River Study Area (including the Diamond Alkali Superfund Site), including any claim that either of the Purchasers is a successor to any of the Selling Companies for purposes of such matters;

2.4.2. all Liabilities arising out of or relating to the Ronson Corporation Retirement Plan or the action commenced against Ronson by the Pension Benefit Guaranty Corporation on or about December 30, 2009 relating thereto, including any claim that either of the Purchasers is a successor to any of the Selling Companies for purposes of such matters; and

2.4.3. all Liabilities arising out of the action filed by Yellow Freight against Seller or the facts and circumstances underlying such action.

2.5. Additional Indemnifications. Section 10.1 of the Agreement shall be amended to include the following additional subsections:

> (j) any liability of the Selling Companies arising under or relating to any Environmental Law, including CERCLA and the Spill Compensation and Control Act (N.J.S.A. 58:10-23.11 et seq.), relating to any properties owned or used by any of the Selling Companies or their predecessors located in or around the Lower Passaic River Study Area (including the Diamond Alkali Superfund Site), including any claim that either of the Purchasers is a successor to any of the Selling Companies for purposes of such matters;
>
> (k) any liability arising out of or relating to the Ronson Corporation Retirement Plan or the action commenced against Ronson by the Pension Benefit Guaranty Corporation on or about December 30, 2009 relating thereto, including any claim that either of the Purchasers is a successor to any of the Selling Companies for purposes of such matters; and
>
> (l) any liability arising out of the action filed by Yellow Freight against Seller or the facts and circumstances underlying such action.

2.6. Permits. Notwithstanding any other provisions of the Agreement to the contrary, including Section 2.1(a)(vii), 3.2(a), and 5.3(b) and any provisions of the Transition Services Agreement, the Transferred Permits shall be transferred or, at the option of Purchaser, terminated at such time as the Selling Companies shall no longer be operating at the Owned Real Property.

2.7. Survival of Certain Obligations. The sentence in Section 7.6(a) of the Agreement that reads "The provisions of this Section 7.6(a) shall survive the Closing" is hereby deleted and replaced in its entirety with the following sentence "The provisions of this Section 7.6 shall survive the Closing."

2.8. Survival of Certain Indemnification Obligation. Purchasers' obligation to indemnify the Selling Companies for all Liabilities arising out of the negligence or willful misconduct of Purchasers' agents' in connection with entry onto the Real Property contained in Section 7.3 of the Agreement shall survive the Closing.

2.9. Acknowledgement of Waiver of Closing Condition; Survival of Indemnity. The Selling Companies acknowledge and agree that the representation and warranty contained in the last sentence of Section 5.14(e) is not accurate, and the Purchasers have agreed to waive the Closing condition with respect thereto. Purchasers reserve all rights to indemnification relating to the inaccuracy of such representation and warranty, and the Selling Companies acknowledge and agree that all such rights to indemnification remain in effect despite any disclosure of such inaccuracy or knowledge of Purchasers thereof.

2.10. No Set-Off. Notwithstanding the provisions of Section 10.10 (Right of Set-Off), the Purchasers shall have no right to set off any claims pursuant to Article X against consideration payable to the Selling Companies with respect to the Transition Services labeled "Operation of Ronsonol Production Line."

2.11. Reclaimed Materials. The parties agree that (i) the inventory contained in certain pallets of containers intended to be the subject of the Transition Service referred to as "Reclamation of Certain 12 Ounce Bottles" in the Transition Services Agreement plus (ii) inventory contained in certain other pallets of 5, 8, and 12 ounce bottles contained in two trailers have not been included in the calculation of the Transferred Inventory for purposes of the calculation of the Estimated Adjusted Current Asset Amount. The parties agree that there will be an addition in favor of the Selling Companies equal to the cost of the recovered fuel in the post-closing true-up calculation of the Adjusted Current Assets to include these Inventory items.

3. Effect of Amendments. All provisions of the Agreement, as amended by this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed as of the Closing Date individually or by their respective officers or trustees, as the case may be, thereunto duly authorized.

RONSON CONSUMER PRODUCTS CORPORATION

By: /s/Joel Getzler
Name: Joel Getzler
Title: CRO

RONSON CORPORATION

By: /s/Joel Getzler
Name: Joel Getzler
Title: CRO

RONSON CORPORATION OF CANADA, LTD

By: /s/Joel Getzler
Name: Joel Getzler
Title: CRO

ZIPPO MANUFACTURING COMPANY

By: /s/ Richard a. Roupe
Name: Richard A. Roupe
Title: CFO

NOSNOR, INC.

By: /s/ Richard A. Roupe
Name: Richard A. Roupe
Title: President

TENTH AMENDMENT TO FORBEARANCE AGREEMENT

This Tenth Amendment to Forbearance Agreement (the "Amendment") is entered into as of this 5th day of February, 2010 by and among Ronson Corporation, a New Jersey corporation ("Parent"), Ronson Consumer Products Corporation, a New Jersey corporation ("RCPC"), Ronson Aviation, Inc., a New Jersey corporation ("RAI") and Ronson Corporation of Canada Ltd., an Ontario corporation ("Ronson Canada") (RCPC and RAI are collectively and individually referred to as the "Domestic Borrower" or "Domestic Borrowers"; the Domestic Borrower and Ronson Canada are collectively and individually referred to as the "Borrower" or "Borrowers", and the Borrowers, together with Parent are collectively and individually referred to as the "Obligors") and Wells Fargo Bank, National Association ("Lender"), acting through its Wells Fargo Business Credit operating division.

RECITALS:

Borrowers and Lender are parties to a certain Credit and Security Agreement dated as of May 30, 2008 (as amended, modified, supplemented or restated from time to time, the "Credit Agreement"), relating to financing by Lender to Borrowers. Capitalized terms used but not specifically defined herein shall have the meanings provided for such terms in the Credit Agreement.

Certain Events of Default occurred under the Credit Agreement and, as a result thereof, Lender and Borrowers entered into that certain Forbearance Agreement dated as of March 29, 2009 (as amended modified, supplemented or restated from time to time, the "Forbearance Agreement"), whereby Lender agreed to forbear from exercising certain of its rights and remedies available under the Loan Documents as a result of the Existing Events of Default.

The Forbearance Agreement expires pursuant to its terms not later than February 5, 2010.

On February 2, 2010, Parent, RCPC and Ronson Canada consummated a transaction (the "Zippo Sale") pursuant to which RCPC and Ronson Canada sold substantially all of their assets to Zippo Manufacturing Company and Nosnor, Inc., pursuant to an Asset Purchase Agreement dated as of October 5, 2010. The net proceeds of the Zippo Sale were delivered to Lender in accordance with the terms of that certain letter agreement by and among Lender and Obligors dated as of February 2, 2010.

Borrowers have requested that Lender amend the definition of Termination Event to extend the stated expiration date in the Forbearance Agreement from February 5, 2010 to February 19, 2010 in order to provide Borrowers with additional time to consummate the sale of RAI's assets to Hawthorne TTN Holdings, LLC pursuant to that certain Asset Purchase Agreement dated as of May 15, 2009 (as amended, the "RAI APA") and to amend certain terms and conditions of the Credit Agreement.

Lender has considered Borrowers' request and, in an effort to continue working with Borrowers, hereby agrees to amend the Forbearance Agreement and the Credit Agreement on the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Amendment to Forbearance Agreement. As of the date hereof, Section 2(b) of the Forbearance Agreement shall be amended and restated in its entirety to read as follows:

(b) For purposes of this Agreement, a "Termination Event" shall mean the earliest to occur of (i) February 19, 2010 and (ii) any one or more of the following:

(A) the failure of the Obligors to comply with the terms, covenants, agreements and conditions of this Agreement;

(B) any representation or warranty made herein shall be incorrect in any material respect;

(C) the occurrence of any Event of Default under the Credit Agreement, other than (i) the Existing Events of Default or (ii) breach by Obligors of their obligation pursuant to (a) Section 6.1(a) of the Credit Agreement to deliver audited year end annual financial statements for the fiscal year ending December 31, 2008 within 90 days of the end of such fiscal year or (b) Section 6.1(c) of the Credit Agreement to deliver monthly financial statements to Lender for the months ending October 31, 2009, November 30, 2009 and December 31, 2009, within 30 days of the end of such months;

(D) Obligors shall fail to employ a CRO (as defined below) throughout the term of this Agreement;

(E) in the Lender's discretion, it determines that Parent is no longer actively pursuing a Liquidity Transaction; and

(F) any Person, other than Lender, shall exercise its rights and remedies against the Obligors as a result of defaults or events of defaults arising under any agreement between Obligors and such Person due to cross-defaults arising from the Existing Events of Default.

2. Amendments to Credit and Security Agreement. The following definitions set forth in Section 1.1 of the Credit Agreement shall be amended and restated in their entirety to read as follows:

"Accommodation Overadvance Limit" means up to $1,000,000 from the Accommodation Overadvance Funding Date through the occurrence of a Termination Event (as such term is defined in the Forbearance Agreement).

"Domestic Borrower Borrowing Base" means at any time the lesser of:

(a) The Maximum Line Amount; or

(b) Subject to change from time to time in the Lender's sole discretion, the sum of:

(i) The product of the Accounts Advance Rate times Eligible Accounts owned by RAI, plus

(ii) The lesser of (A) thirty-six percent (36%), or such lesser rate as the Lender in its sole discretion may deem appropriate from time to time, of Eligible Inventory owned by RAI, (b) eighty-five percent (85%), or such lesser rate as the Lender in its sole discretion may deem appropriate from time to time, of the Net Orderly Liquidation Value of Eligible Inventory owned by RAI, or (C) $200,000, less

(iii) The Domestic Borrowing Base Reserve, less

(iv) Indebtedness that the Domestic Borrowers owe to the Lender that has not yet been advanced on the Revolving Note, and an amount that the Lender in its reasonable discretion finds on the date of determination to be equal to the Lender's net credit exposure with respect to any swap, derivative, foreign exchange, hedge, deposit, treasury management or other similar transaction or arrangement extended to the Domestic Borrowers by the Lender that is not described in Article II of this Agreement and any indebtedness owed by the Domestic Borrowers to Wells Fargo Merchant Services, L.L.C.

"Maximum Line Amount" means $1,400,000, unless this amount is reduced pursuant to Section 2.12, in which event it means such lower amount.

3. Funding of RAI Pending Closing of the RAI Sale. Obligors acknowledge and agree that as a result of the consummation of the Zippo Sale, RCPC and Ronson Canada shall no longer be permitted to request Advances under the Credit Agreement and any remaining assets of RCPC and/or Ronson Canada shall no longer be considered in any borrowing base calculation. Notwithstanding the foregoing, Lender and Obligors agree that RAI shall be authorized, pending the closing of the transaction contemplated by the RAI APA and until the occurrence of a Termination Event, to request Advances subject to the terms of the Credit Agreement as modified by this Amendment. Obligors and Lender further agree that Lender shall have no obligation to make Advances to RAI after the occurrence of a Termination Event.

4. Reaffirmation of Forbearance Fee. Obligors hereby reaffirm their agreement to pay Lender a forbearance fee in the amount of Five-Hundred Thousand Dollars ($500,000) in accordance with the terms and conditions set forth in the Seventh Amendment to Forbearance Agreement dated as of July 31, 2009.

5. Sums Secured; Estoppel. The Obligors acknowledge and reaffirm that their obligations to Lender as set forth in and evidenced by the Loan Documents are due and owing without any defenses, set-offs, recoupments, claims or counterclaims of any kind as of the date hereof. To the extent that any defenses, set-offs, recoupments, claims or counterclaims may exist as of the date hereof, the Obligors waive and release Lender from the same.

6. No Other Changes. Except as explicitly amended by this Amendment, all of the terms and conditions of the Forbearance Agreement shall remain in full force and effect.

7. References. All references in the Forbearance Agreement to "this Agreement" shall be deemed to refer to the Forbearance Agreement as amended hereby.

8. No Waiver. Except as specifically set forth in Paragraph 1 above, the execution of this Amendment shall not be deemed to be a waiver of any Default or Event of Default under the Credit Agreement, a waiver of any Termination Event under the Forbearance Agreement or breach, default or event of default under any Loan Documents or other document held by Lender, whether or not known to Lender and whether or not existing on the date of this Amendment.

9. Waiver and Release of Claims and Defenses. The Obligors hereby waive and release all claims and demands of any nature whatsoever that they now have or may have against Lender, whether arising under the Loan Documents or by any acts or omissions of Lender, or any of its directors, officers, employees, affiliates, attorneys or agents, or otherwise, and whether known or unknown, existing as of the date of the execution of this Amendment, and further waive and release any and all defenses of any nature whatsoever to the payment of the Obligations or the performance of their obligations under Loan Documents.

10. Reaffirmation of Loan Documents. The Obligors hereby agree with, reaffirm and acknowledge their representations and warranties contained in the Loan Documents. Furthermore, the Obligors represent that their representations and warranties contained in the Loan Documents continue to be true and in full force and effect. This agreement, reaffirmation and acknowledgment is given to Lender by the Obligors without defenses, claims or counterclaims of any kind. To the extent that any such defenses, claims or counterclaims against Lender may exist, the Obligors waive and release Lender from same.

11. Ratification and Reaffirmation of Loan Documents. The Obligors ratify and reaffirm all terms, covenants, conditions and agreements contained in the Loan Documents.

12. No Preferential Treatment. No Obligor has entered into this Amendment to provide any preferential treatment to Lender or any other creditor. No Obligor intends to file for protection or seek relief under the United States Bankruptcy Code or any similar federal or state law providing for the relief of debtors.

13. Legal Representation. Each of the parties hereto acknowledge that they have been represented by independent legal counsel in connection with the execution of this Amendment, that they are fully aware of the terms and conditions contained herein, and that they have entered into and executed the within Amendment as a voluntary action and without coercion or duress of any kind.

14. Partial Invalidity; No Repudiation. If any of the provisions of this Amendment shall contravene or be held invalid under the laws of any jurisdiction, this Amendment shall be construed as if not containing such provisions and the rights, remedies, warranties, representations, covenants, and provisions hereof shall be construed and enforced accordingly in

such jurisdiction and shall not in any manner affect such provision in any other jurisdiction, or any other provisions of this Amendment in any jurisdiction.

15. Binding Effect. This Amendment is binding upon the parties hereto and their respective heirs, administrators, executors, officers, directors, representatives and agents.

16. Governing Law. This Amendment shall be governed by the laws of the State of New York.

17. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO WAIVE THE RIGHT TO A TRIAL BY JURY, AS TO ANY ACTION WHICH MAY ARISE AS A RESULT OF THE LOAN DOCUMENTS, THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH.

18. Counterparts. This Amendment and/or any documentation contemplated or required in connection herewith may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall be considered one and the same document. Delivery of an executed counterpart of a signature page of this document by facsimile shall be effective as delivery of a manually executed counterpart of this document.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, do hereby execute this Amendment the date and year first above written.

RONSON CORPORATION

By: /s/ Joel Getzler
Print Name: Joel Getzler
Print Title: Chief Restructuring Officer

RONSON CONSUMER PRODUCTS CORPORATION

By: /s/ Joel Getzler
Print Name: Joel Getzler
Print Title: Chief Restructuring Officer

RONSON AVIATION, INC.

By: /s/ Joel Getzler
Print Name: Joel Getzler
Print Title: Chief Restructuring Officer

RONSON CORPORATION OF CANADA LTD.

By: /s/ Joel Getzler
Print Name: Joel Getzler
Print Title: Chief Restructuring Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:/s/ Peter Gannon

Peter Gannon, Vice President

RONSON CORPORATION SHAREHOLDERS APPROVE THE SALES OF THE AVIATION DIVISION AND THE CONSUMER PRODUCTS DIVISION

Woodbridge, N.J., February 2, 2010 - Ronson Corporation (the "Company") (OTC: RONC.PK) announced today that the sales of the Company's aviation division to Hawthorne TTN Holdings, Inc. ("Hawthorne") and of the Company's consumer products division to Zippo Manufacturing Company ("Zippo") were approved by the Company's shareholders at a Special Meeting of Shareholders held on February 1, 2010. In addition, at the Special Meeting the shareholders approved the change of the Company's name from Ronson Corporation to RCLC, Inc. upon the consummation of the sale of the consumer products division.

On May 14, 2009, the Company announced that it had signed a definitive asset purchase agreement with Hawthorne to sell substantially all of the assets of Ronson Aviation, Inc., the Company's wholly-owned subsidiary located at the Trenton-Mercer Airport, a fixed base operator engaged in providing aircraft fueling and servicing, avionics sales, aircraft repair and maintenance, hanger and office leasing and related services. The purchase agreement provides for a purchase price, payable in cash at closing, of $9.5 million, $0.5 million of which will be held in escrow for a period of 15 months to secure the Company's indemnification obligations.

On October 13, 2009, the Company announced that it had signed a definitive asset purchase agreement with Zippo to sell substantially all of the assets of the Company's wholly-owned subsidiaries engaged in the consumer products business, Ronson Consumer Products Corporation in Woodbridge, New Jersey, and Ronson Corporation of Canada, Ltd. of Mississauga, Canada, as well as certain related assets of Ronson Corporation. The sale price for these assets is $11.1 million, payable in cash at closing subject to various adjustments, $1.350 million of which is to be held in escrow to secure the Company's indemnification obligations for a period of twelve months and longer in specified events.

The Company expects the closing of the sale of the consumer products division to occur later this week and the sale of the aviation division to occur later this month.

Ronson Corporation's operations include its wholly-owned subsidiaries: 1) Ronson Consumer Products Corporation in Woodbridge, New Jersey, 2) Ronson Corporation of Canada, Ltd., and 3) Ronson Aviation, Inc.

Forward-Looking Statements:

This press release contains forward-looking statements based on management's plans and expectations that are subject to uncertainty. Forward-looking statements are based on current expectation of future events. The Company cannot ensure that any forward-looking statements will be accurate. If underlying assumptions prove inaccurate or unknown risks or uncertainties materialize, actual events could vary materially from those anticipated. Investors should understand that it is not possible to predict or identify all such factors and should not consider this to be a complete statement of all potential risks and uncertainties. The Company assumes no obligation to update any forward-looking statements as a result of future events or developments.

COMPANY CONTACT:
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