

05-27-1998

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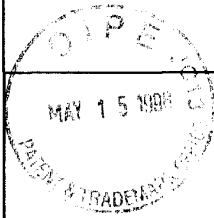


SHEET

100719076

Attorney Docket Number

3756-083-999



TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS
Box Assignment
Washington, DC 20231

Please record the attached original documents or copy thereof.

| | | | | | | | | | |
|---|---|---|--|---|---|---------------------|------------------------|-----------|------|
| 1. Name of conveying party(ies): 5-15-98 Transamerica Business Credit Corporation Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | 2. Name and address of receiving party(ies): Name: Talley Defense Systems, Inc. (Delaware Corporation) Address: 100 Washington Street Suite 301 Huntsville, Alabama Country (if other than USA): _____ | | | | | | | |
| 3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other Termination and Release of Security Interests Effective Date: January 22, 1998 | | | | | | | | | |
| 4. Application number(s) or patent number(s): this document is being filed together with a new application, the execution date of the application is: _____ <table border="0"> <tr> <td>A. Patent Application No.(s) SEE ATTACHED SCHEDULE</td> <td>B. Patent No.(s) SEE ATTACHED SCHEDULE</td> </tr> </table> Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | | A. Patent Application No.(s) SEE ATTACHED SCHEDULE | B. Patent No.(s) SEE ATTACHED SCHEDULE | | | | |
| A. Patent Application No.(s) SEE ATTACHED SCHEDULE | B. Patent No.(s) SEE ATTACHED SCHEDULE | | | | | | | | |
| 5. Name and address of party to whom correspondence concerning document should be mailed: PENNIE & EDMONDS LLP 1155 Avenue of the Americas New York, NY 10036 Attn.: Nancy A. Zoubek, Esq. File No.: 3756-083-999 | | 6. Number of applications and patents involved: 10 7. Total fee (37 CFR 3.41):.....\$ 400.00 Please charge this amount and any other necessary fees to the deposit account listed in Section 8. 8. Deposit account number: 16-1150 | | | | | | | |
| DO NOT USE THIS SPACE | | | | | | | | | |
| 9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> <table border="0"> <tr> <td>Nancy A. Zoubek</td> <td></td> <td>May 15, 1998</td> </tr> <tr> <td>Name of Person Signing</td> <td>Signature</td> <td>Date</td> </tr> </table> Total number of pages including cover sheet: 7 | | | | Nancy A. Zoubek | | May 15, 1998 | Name of Person Signing | Signature | Date |
| Nancy A. Zoubek | | May 15, 1998 | | | | | | | |
| Name of Person Signing | Signature | Date | | | | | | | |

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01 FC:581 400.00 CH

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment
Washington, D.C. 20231

TALLEY DEFENSE SYSTEMS, INC.

PATENTS AND PATENT APPLICATIONS

| <u>COUNTRY</u> | <u>PATENT NO.</u> | <u>REG. DATE</u> | <u>SERIAL NO.</u> | <u>FILED</u> | <u>EXPIRES</u> |
|----------------|-------------------|------------------|-------------------|--------------|----------------|
| US | 4,036,456 | 7/13/77 | 555,444 | 3/5/75 | 7/19/94 |
| US | 4,158,696 | 6/19/79 | 837,584 | 9/28/77 | 8/19/96 |
| US | 4,197,213 | 4/8/80 | 882,051 | 2/28/78 | 4/8/97 |
| US | 4,604,151 | 8/5/86 | 696,285 | 1/30/85 | 8/5/03 |
| US | 4,758,287 | 7/19/88 | 62,547 | 6/15/87 | 7/19/05 |
| US | 5,231,928 | 8/3/93 | 07/573,098 | 8/24/90 | 8/3/10 |
| US | 5,225,627 | 7/6/93 | 07/573,099 | 8/24/90 | 7/6/10 |
| US | 5,174,106 | 12/29/92 | 07/573,100 | 8/24/90 | 12/29/09 |
| US | | | 07/683,926 | 4/11/91 | |
| US | | | 08/024,920 | 9/2/93 | |

**TERMINATION AND RELEASE OF SECURITY
INTERESTS IN PATENTS, TRADEMARKS AND COPYRIGHTS**

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN PATENTS, TRADEMARKS AND COPYRIGHTS (this "Release") is granted and made effective as of January 22, 1998 by TRANSAMERICA BUSINESS CREDIT CORPORATION, a Delaware corporation ("Agent") and TALLEY DEFENSE SYSTEMS, INC., a Delaware Corporation ("Grantor").

W I T N E S S E T H:

WHEREAS, Grantor and the Agent, in its capacity as collateral agent for various lenders, entered into a Patent, Trademark and Copyright Security Interest Agreement, dated as of October 22, 1993 (the "Agreement"), pursuant to which Grantor granted to the Agent a security interest in all of Grantor's right, title and interest in each of its past, present and future patents, trademarks and copyrights, and royalties and other monies relating thereto, including but not necessarily limited to the Intellectual Property, as defined in the Agreement (collectively, the "Released Intellectual Property");

WHEREAS, a security interest was recorded with the United States Patent and Trademark Office on November 4, 1993 on Reel/Frame Numbers 6752/650 with respect to the patents and patent applications listed on Schedule A attached hereto (the "Scheduled Intellectual Property");

WHEREAS, Grantor has fulfilled its obligations and has requested that the Agent terminate all security interests in and liens on all Released Intellectual Property, including without limitation the Scheduled Intellectual Property; and

WHEREAS, the Agent is willing to release such security interests and liens;

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

1. The Agent re-grants, re-conveys, re-assigns, re-transfers and releases to the Grantor whatever rights, title and interest, if any, in and to the Released Intellectual Property, including but not limited to each of its past, present and future patents, trademarks and copyrights, and royalties and other monies relating thereto, including but not necessarily limited to the patents and trademarks set forth, respectively, on Schedules A and B, attached hereto, together with the goodwill of the business symbolized by each trademark and the registrations of and applications for each patent, trademark and copyright, it being understood that the Agent's right, title, and interest, if any, in and to the Released Intellectual Property is solely that of a secured party pursuant to the Agreement. The Agent will execute and deliver to the Grantor all deeds, assignments, and other instruments as may be necessary or proper to terminate all of the security interests in the Released Intellectual Property, including but not limited to the Scheduled Intellectual Property that were granted by the Grantor under the Agreement, in a form and on terms reasonably satisfactory to the Grantor, to release the Agent's lien, security interest and encumbrance against the Released Intellectual Property, including but not limited to the Scheduled Intellectual Property and the goodwill symbolized by the trademarks, and including the right, if any, to all re-issues, extensions or renewals thereof and to recover for all past, present and future infringement thereof and royalties and other monies relating thereto, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

2. The Agent agrees to cancel and terminate and does hereby cancel and terminate all rights and obligations of the Grantor relating to the Released Intellectual Property, including, but not limited to the Scheduled Intellectual Property, under the Agreement.

3. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

4. This Release may be executed in two counterparts, and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Release to be duly executed and delivered by a duly authorized officer and made effective as of the date first set forth above.

Dated:

TRANSAMERICA BUSINESS CREDIT CORPORATION,
as Agent

By: 

Name: Michael S. Burns

Title: Senior Vice President

TALLEY DEFENSE SYSTEMS, INC.,
as Grantor

By: 

Name: Mark S. Dickerson

Title: Secretary

STATE OF *Connecticut*)
) ss:
COUNTY OF *Hartford*)

On this 24 th day of April, 1998 before
me appeared Michael S. Burns, who, being by me duly sworn,
deposes and says that he/she is the Sr. VP of
Transamerica Business Credit Corporation, and as such being duly
authorized to do so, executed the foregoing instrument on behalf
of the corporation.

Notary Public

[Signature]
PAUL J. DUROSKO
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 1999

STATE OF *Arizona*)
) ss:
COUNTY OF *Maricopa*)

On this 4th day of May, 1998 before
me appeared Mark S. Dickerson, who, being by me duly sworn,
deposes and says that he/she is the Secretary of Talley
Automotive Products, Inc., and as such being duly authorized to
do so, executed the foregoing instrument on behalf of the
corporation.

Notary Public



PATENTS AND PATENT APPLICATIONS

Schedule A

TALLEY DEFENSE SYSTEMS, INC.

| Country | Patent No. | Issued | Serial No. | Filed | Expires | Invention |
|------------|------------|----------|-------------|---------|----------|--|
| Canada | 992,785 | 2-3-76 | 172,683 | 6-29-73 | 2-3-93 | Method & Composition for Gas Generation |
| Italy | 931,611 | 8-30-76 | 68604-A/73 | 6-30-73 | 6-30-93 | Method & Composition for Gas Generation |
| US | 4,036,456 | 7-19-77 | 556,444 | 3-6-76 | 7-19-94 | Rocket Caraput with Direct Mechanically Actuated Ignition of Rocket Motor |
| Canada | 1,052,177 | 4-10-79 | 247,086 | 3-4-76 | 4-10-96 | Rocket Caraput with Direct Mechanically Actuated Ignition of Rocket Motor |
| US | 4,168,698 | 6-19-79 | 837,684 | 9-28-77 | 6-19-96 | Air Cushion Restraint and Inflator Assembly |
| US | 4,197,213 | 4-8-80 | 882,051 | 2-28-78 | 4-8-97 | Method and Apparatus for the Pyrotechnic Generation of Multi-Component Gases |
| US | 4,604,151 | 8-6-86 | 696,286 | 1-30-85 | 8-6-03 | Method and Compositions for Generation of Nitrogen Gas |
| W. Germany | | | P03602731.6 | 1-30-86 | | Method and Compositions for Generation of Nitrogen Gas |
| Japan | | | 1697178 | 1-30-86 | | Method and Compositions for Generation of Nitrogen Gas |
| US | 4,758,287 | 7-19-98 | 82,647 | 6-15-87 | 7-19-06 | Porous Propellant Grain and Method of Making Same |
| W. Germany | | | P2820443.6 | 6-15-88 | | Porous Propellant Grain and Method of Making Same |
| Japan | | | 146701788 | 6-14-88 | | Porous Propellant Grain and Method of Making Same |
| US | 5,231,928 | 8-3-93 | 07573,098 | 8-24-80 | 8-3-10 | Munition Release System |
| US | 5,226,627 | 7-6-93 | 07573,099 | 8-24-80 | 7-6-10 | Tailored Munition Ejection System |
| Indi. | | | PCT/06084 | | | |
| US | 5,174,108 | 12-29-92 | 07573,100 | 8-24-80 | 12-29-09 | Secondary Ignition System |
| US | | | 07683,926 | 4-11-91 | | Propellant Compositions for Emergency Deballasting of Submersible Vessels and Method of Using Same |
| Intermid. | | | PCT/02078 | 4-10-92 | | Propellant Compositions for Emergency Deballasting of Submersible Vessels and Method of Using Same |
| US | | | 08024,920 | 3-2-93 | | Method for Emergency Deballasting of Submersible Vessels |

PATENT

REEL: 9178 FRAME: 0713