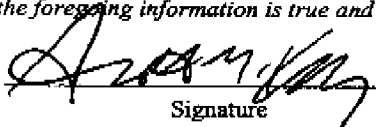


<div>Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)</div> <div>Tab settings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼</div>		<div>RECORDATION FORM COVER SHEET TRADEMARKS ONLY</div> <div>U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office</div>	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.			
<div>1. Name of conveying party(ies): <b>Fleet Capital Corporation</b></div> <div><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association <input type="checkbox"/> Corporation - <input type="checkbox"/> Other</div> <div>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>		<div>2. Name and address of receiving party(ies) Name: <b>Colt Defense LLC, a Delaware limited liability company</b></div> <div>Internal Address: _____ Street Address: <b>547 New Park Avenue</b> City: <b>West Hartford</b>      State: <b>CT</b>      Zip: <b>06110</b> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - <b>a Delaware limited liability company</b> <input type="checkbox"/> Other _____</div> <div>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</div>	
<div>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 - <b>Release</b></div> <div>Execution Date: <b>December 22, 2003</b></div>			
<div>4. Application number(s) or registration number(s): A. Trademark Application No.(s)  Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>		<div>B. Trademark Registration No.(s) <b>2095131; 2003594; 1648788; 825581; 827453; 830862</b></div>	
<div>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <b>Scott M. Kareff, Esq.</b> Internal Address: <b>Schulte Roth &amp; Zabel LLP</b>  Street Address: <b>919 Third Avenue</b>  City: <b>New York</b>      State: <b>N.Y.</b>      Zip: <b>10022</b></div>		<div>6. Total number of applications and registrations involved: <b>6</b></div> <div>7. Total fee (37 CFR 3.41)..... \$ <b>165.00</b> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</div> <div>8. Deposit account number: <b>500675 - Schulte Roth &amp; Zabel LLP</b> (Attach duplicate copy of this page if paying by deposit account)</div>	
DO NOT USE THIS SPACE			
<div>9. Statement and signature. 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. <div><div>Scott M. Kareff, Esq. Name of Person Signing</div><div> Signature</div><div>January 21, 2004 Date</div></div><div>Total number of pages including cover sheet, attachments, and document: <b>7</b></div></div>			

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

CH \$166.00 600676 2096131

Colt's Manufacturing Company LLC, A Delaware limited liability company f/k/a Colt's  
Manufacturing Company, Inc.  
547 New Park Avenue  
West Hartford, CT 06110

New Colt Holding Corp., a Delaware Corporation  
767 Fifth Avenue  
New York, NY 10153

Highbridge/Zwirn Special Opportunities fund, L.P. , a Delaware limited partnership  
9 West 57<sup>th</sup> Street, 27<sup>th</sup> Floor  
New York, New York 10019

**RELEASE OF SECURITY INTEREST**

This RELEASE OF SECURITY INTEREST (the "Release") is made and effective as of the date indicated below and is granted by FLEET CAPITAL CORPORATION (as successor in interest to Fleet National Bank, formerly known as BankBoston, N.A. and The First National Bank of Boston), on its own behalf and as agent for itself and certain Banks (as defined below) ("Fleet"), in favor of COLT DEFENSE LLC, a Delaware limited liability company ("Colt Defense"), COLT'S MANUFACTURING COMPANY LLC, a Delaware limited liability company formerly known as Colt's Manufacturing Company, Inc. ("CMC"), NEW COLT HOLDING CORP., a Delaware corporation ("New Colt") and HIGHBRIDGE/ZWIRN SPECIAL OPPORTUNITIES FUND, L.P., a Delaware limited partnership ("Highbridge" and, together with Colt Defense, CMC and New Colt, "Releasees").

WHEREAS, in order to secure financing, New Colt and CMC entered into certain credit arrangements with Fleet or its predecessors in interest including, without limitation, that certain Revolving Credit and Term Loan Agreement dated as of September 28, 1994, that certain Amended and Restated Revolving Credit and Term Loan Agreement dated as of December 23, 1998, and that certain Second Amended and Restated Revolving Credit and Term Loan Agreement dated as of November 28, 2001 (collectively, including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, New Colt and CMC entered into certain security agreements with Fleet or its predecessors in interest including, without limitation, that certain Security Agreement dated as of September 28, 1994, that certain Amended and Restated Security Agreement dated as of December 23, 1998, that certain Second Amended and Restated Security Agreement dated as of November 28, 2001, and that certain Second Amended and Restated Guarantor Security Agreement dated as of November 28, 2001 (collectively, the "Security Agreements") pursuant to which New Colt and CMC granted to Fleet or its predecessors in interest, as agent for itself and certain lending institutions party to the Credit Agreement and/or the Security Agreements from time to time (collectively, the "Banks") a security interest in and lien upon certain intellectual property of New Colt and CMC including, without limitation, the patents and patent applications set forth on Schedule A hereto (the "Patents"), the trademark registrations and applications set forth on Schedule B (the "Trademarks"), certain common law intellectual property rights, trade secrets and know-how, and certain intellectual property license agreements with third parties (all of the foregoing is collectively referred to as the "Colt Intellectual Property");

WHEREAS, certain of the Colt Intellectual Property was subsequently assigned to Colt Defense;

WHEREAS, the Patents and Trademarks were the subject of the following agreements and documents recorded with the United States Patent and Trademark Office (collectively, the "Security Documents");

- Patent Assignment of Security dated as of November 28, 2001, recorded on January 2, 2002 at Reel 012418/Frame 0631-0636;

9558955.4

- Patent Assignment of Security dated as of November 28, 2001, recorded on January 2, 2002 at Reel 012418/Frame 0637-0641;
- Amended and Restated Patent Collateral Assignment and Security Agreement dated as of December 23, 1998, recorded January 7, 1999 at Reel 9678/Frame 0541-0565;
- Trademark Collateral Assignment of Security dated as of November 28, 2001, recorded on January 2, 2002 at Reel 2413/Frame 0098-0106;
- Trademark Collateral Assignment of Security dated as of November 28, 2001, recorded on January 2, 2002 at Reel 2413/Frame 0107-0116;
- Amended and Restated Trademark Collateral Security and Pledge Agreement dated as of December 23, 1998, recorded on January 7, 1999 at Reel 1834/Frame 0592-0634;
- Amended and Restated Trademark Collateral Security and Pledge Agreement dated as of December 16, 1998, recorded on January 7, 1999 at Reel 1834/Frame 0111-0144;
- First Supplemental Trademark Collateral Security and Pledge Agreement dated as of February 28, 1996, recorded on July 5, 1996 at Reel 1478/Frame 0485-0495;
- Trademark Collateral Security and Pledge Agreement dated as of September 28, 1994, recorded on December 5, 1994 at Reel 1254/Frame 0429-0459; and
- Trademark Collateral Security and Pledge Agreement dated as of September 28, 1994, recorded on December 5, 1994 at Reel 1256/Frame 0381-0412; and

WHEREAS, Highbridge and Colt Defense have requested that Fleet release and discharge fully the security interest in and lien upon the Colt Intellectual Property and any other intellectual property owned or held by Colt Defense, New Colt or CMC, whether granted pursuant to the Credit Agreement, the Security Agreements, the Security Documents, or any other agreement or document (the "Security Interest"), and reassign to Colt Defense, New Colt or CMC, as applicable, all right, title and interest of Fleet and the Banks, if any, in and to the Colt Intellectual Property and any other intellectual property owned or held by Colt Defense, New Colt or CMC.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fleet, on its own behalf and as agent for the Banks, and their respective successors, legal representatives and assigns, hereby releases and discharges fully the Security Interest, and all other right, title and interest, if any, of Fleet and the Banks in and to the Colt Intellectual Property and any other intellectual property owned or held by Colt Defense, New Colt or CMC, whether conveyed pursuant to the Credit Agreement, the Security Agreement, the Security Documents, or any other agreement or document, and Fleet hereby reassigns to Colt Defense, New Colt or CMC, on its own behalf and as agent for the Banks, any and all such right, title and interest. Fleet further agrees to execute and deliver to Releasees any and all further documents or instruments and do any and all further acts which Releasees (or their respective agents, designees or assignees) reasonably request in order to

confirm this Release and the right, title and interest of Colt Defense, New Colt or CMC, as applicable, or their respective assignees, in and to the Colt Intellectual Property and any other intellectual property owned or held by Colt Defense, New Colt or CMC, as applicable.

IN WITNESS WHEREOF, Fleet has caused this Release to be duly executed by its officer thereunto duly authorized as of the 18<sup>th</sup> day of December 2003.

FLEET CAPITAL CORPORATION (as successor  
in interest to Fleet National Bank),  
on its own behalf and as agent for the Banks,

By: Cynthia G. Stanivak

Name: CYNTHIA G. STANIVAK

Title: VICE PRESIDENT

### CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CONNECTICUT

SS.:

COUNTY OF HARTFORD

On this 18<sup>th</sup> day of December 2003, before me, the undersigned, personally appeared Cynthia G. Stanivak, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]  
[NOTARY SEAL]

LISA A. GIAMPAOLO  
NOTARY PUBLIC  
MY COMMISSION EXPIRES FEB. 25, 2005

**SCHEDULE A**

**PATENTS**

**Active US Patents/Applications**

<u>Case No.</u>	<u>Title</u>	<u>Inventor</u>	<u>Status</u>	<u>App. No.</u>	<u>Patent No.</u>
879-002992-US (PAR)	Rifle handguard assembly having outer shell with outer and inner linres	Tatro, H.	Issued	814,254	4,663,875
879-003229-US (PAR)	Reversible magazine catch assembly and method of making the same	Lishness, B. Scirica, P.	Issued	07/627,320	5,058,301
879-006368-US (PAR)	Four position firearm control selector	Robbins, L.	Issued	08/642,912	5,760,328
879-006416-US (PAR)	Gas operated firearm	Taylor, J.F. Harris, M.R.	Issued	08/670,661	5,726,377
879-006416-US (DOI)	Gas operated firearm	Taylor, J.F. Harris, M.R.	Issued	08/957,140	5,827,992
879-006880-US (PAR)	Gas operated firearm with clamp on gas block	Robbins, L.	Issued	08/925,960	5,945,626
879-007968-US (PAR)	Firearm magazine cartridge converter	Diagle, A.	Issued	09/190,693	6,070,352
879-010991-US (PAR)	Firearm adapter rail system	Battaglia, V.	Published	10/174,225	

**SCHEDULE B****TRADEMARKS**

<b><u>CASE NO.</u></b>	<b><u>TRADEMARK</u></b>	<b><u>APPL. NO.</u></b>	<b><u>REG. NO.</u></b>
879-001409-US(T2)	COMMANDO	170,559	2,095,131
879-001713-US(TM)	MATCH TARGET	600,587	2,003,594
879-001484-US(TM)	HBAR	74/072,949	1,648,788
879-001398-US(TM)	AR-15	N/A	825,581

<b><u>CASE NO.</u></b>	<b><u>TRADEMARK</u></b>	<b><u>OWNER</u></b>	<b><u>APPL. NO.</u></b>	<b><u>REG. NO.</u></b>
879-001403-US(TM)	COLT AR-15	NCH	N/A	827,453
879-001405-US(TM)	COLT AR-15 AND DESIGN	NCH	N/A	830,862