


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): <u>Carlyle Mezzanine Partners, L.P</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State: <input type="checkbox"/> Other: 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: <u>Combined Systems, Inc.</u> Internal Address: Street Address: <u>226 Newtown Road</u> City: <u>Plainview</u> State: <u>New York</u> Zip: <u>11803</u> <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-State: <u>New York</u> <input type="checkbox"/> Other: 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) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
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: <u>Release of Collateral Agreement</u> Execution Date: <u>4/14/06</u>		
4. Application Number(s) or Registration Number(s): A. Trademark Application No.(s): <u>78/846,350</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No B. Trademark Registration No.(s): <u>2,119,308 2,300,540 2,978,387</u> <u>2,960,810</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Erin A. Dugan, IP Paralegal</u> <u>Ropes & Gray LLP</u> Internal Address: Atty. Dkt.: <u>LOOK-004-004</u> Street Address: <u>One International Place</u> City: <u>Boston</u> State: <u>MA</u> Zip: <u>02110</u>	6. Total Number of applications and registrations involved: <u>5</u> 7. Total fee (37 CFR 3.41) \$ <u>140.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed) 8. Deposit account number: <u>18-1945</u> (Attach duplicate copy of this page if paying by deposit account)	
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> <u>XUQIONG WU</u>  _____ Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: <input type="text" value="7"/>		

CH \$140.00 181945 78846350

RELEASE OF COLLATERAL AGREEMENT

THIS RELEASE OF COLLATERAL AGREEMENT (this "Release") is made as of April 6, 2006 (the "Effective Date") among CTS-CSI HOLDINGS, INC. ("Holdings"), COMBINED SYSTEMS, INC. (the "Company" and, together with Holdings, the "Grantors"), and CARLYLE MEZZANINE PARTNERS, L.P., as administrative agent (in such capacity, the "Agent"), for the benefit of the Lenders (as defined in the Pledge and Security Agreement).

WHEREAS, pursuant to the terms and conditions of that certain Pledge and Security Agreement, dated as of April 14, 2005 among the Grantors and the Agent (the "Pledge and Security Agreement"), the Grantors pledged, assigned and granted to the Agent a continuing security interest in all of its right, title and interest in and to the Collateral (as defined in the Pledge and Security Agreement), including without limitation the trademark registrations and applications set forth on Schedule I hereto, together with the goodwill associated therewith (collectively, the "Trademarks") and the patent registrations and applications set forth on Schedule II hereto, together with the goodwill associated therewith (collectively, the "Patents");

WHEREAS, the Borrower has paid in full all of its outstanding Obligations (as defined in the Credit Agreement, dated as of April 14, 2005, by and among the Grantors and the Agent);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates the Pledge and Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Trademarks and Patents, without warranty or recourse.

If and to the extent the Agent has acquired any right, title or interest to any of the Trademarks and Patents, it hereby assigns and transfers such rights, title or interest to Grantors.

The Agent shall take all further reasonable actions, and provide to Grantors and each of their successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), in any case without warranty or recourse, requested by Grantors to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the date first written above:

CARLYLE MEZZANINE PARTNERS, L.P., as
Administrative Agent and a Lender

By: CMP General Partner, L.P., its general partner

By: TC Group CMP, L.L.C., its general partner

By: 
Name: LEO HEWELL
Title: Managing Director

Acknowledged and agreed as of the date first above written:

COMBINED SYSTEMS, INC.

By: _____
Name:
Title:

CTS-CSI HOLDINGS, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the date first written above:

CARLYLE MEZZANINE PARTNERS, L.P., as
Administrative Agent and a Lender

By: CMP General Partner, L.P., its general partner
By: TC Group CMP, L.L.C., its general partner

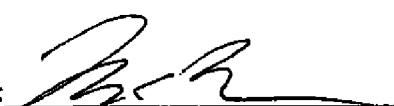
By: _____
Name:
Title: Managing Director

Acknowledged and agreed as of the date first above written:

COMBINED SYSTEMS, INC.

By: 
Name: Michael A. Monteleone
Title: Vice President

CTS-CSI HOLDINGS, INC.

By: 
Name: Michael A. Monteleone
Title: President

Schedule I**UNITED STATES TRADEMARK REGISTRATIONS**

Serial No.	Registration No.	Registration Date	Mark	Owner
75/157,441	2,119,308	12/9/1997	TRIPLE-PHASER	Combined Systems, Inc.
75/374,883	2,300,540	12/14/1999	JET LITE	Combined Systems, Inc.
78/185,027	2,978,387	07/26/2005	VENOM	Combined Systems, Inc.
78/203,999	2,960,810	06/07/2005	MINI BANG	Combined Systems, Inc. f/k/a Combined Tactical Systems, Inc.

UNITED STATES TRADEMARK APPLICATIONS

Serial No.	Filing Date	Published For Opposition	Mark	Owner
78/846350	03/26/2006	newly filed application	FLARE-BANG	Combined Systems, Inc.

Schedule II**UNITED STATES PATENT REGISTRATIONS**

Patent No.	Issue Date	Title	Inventor/Assignee
D429,792	8/22/2000	ANTI PERSONNEL PROJECTILE	Combined Systems, Inc., f/k/a Combined Tactical Systems, Inc.
5,654,523	8/5/1997	STUN GRENADE	Combined Systems, Inc.
5,874,690	2/23/1999	SMOKE GRENADE WITH RAPID IGNITION	Combined Systems, Inc., f/k/a Combined Tactical Systems, Inc.
5,886,288	3/23/1999	HAND GRENADE SAFETY PIN	Combined Systems, Inc., f/k/a Combined Tactical Systems, Inc.
5,983,801	11/16/1999	SEPARATING SMOKE GRENADE	Combined Systems, Inc., f/k/a Combined Tactical Systems, Inc.
6,202,562	3/20/2001	A METHOD OF PREPARING A LOW LETHALITY PROJECTILE FOR FLIGHT	Combined Systems, Inc.
6,343,431	2/5/2002	GRENADE LAUNCHER ADAPTOR	Combined Systems, Inc., f/k/a Combined Tactical Systems, Inc.
6,349,650	2/26/2002	LAUNCHABLE FLAMELESS EXPULSION GRENADE	Combined Systems, Inc., f/k/a Combined Tactical Systems, Inc.
6,374,742	4/23/2002	METHOD OF PREPARING A LOW- LETHALITY PROJECTILE FOR FLIGHT IN 37MM AND 40MM WEAPON SHELLS	Combined Systems, Inc., f/k/a Combined Tactical Systems, Inc.
6,752,086	6/22/2004	METHOD OF PREPARING A LOW LETHALITY ROUND	Combined Systems, Inc., f/k/a Combined Tactical Systems, Inc.
6,755,133	6/29/2004	LOW LETHALITY PROJECTILE FLIGHT SHAPE	Combined Systems, Inc., f/k/a Combined Tactical Systems, Inc.
7,025,001	4/11/2006	SUPER LONG CRASH-BANG ROUND	Combined Systems, Inc.

UNITED STATES PATENT APPLICATIONS

Serial No.	Filing Date	Title	Publication Date	Publication Number	Inventor/Assignee
10/841,270	5/7/2004	TRAINING GRENADE	4/21/2005	2005-0084827 A1	Combined Systems, Inc., f/k/a Combined Tactical Systems, Inc.
10/843,547	5/10/2004	SHOTGUN LAUNCHING CUP	Not Yet Published	N/A	Combined Systems, Inc., f/k/a Combined Tactical Systems, Inc.
10/873,331	6/21/2004	LOW LETHALITY PROJECTILE	3/31/2005	2005-0066842 A1	Combined Systems, Inc., f/k/a Combined Tactical Systems, Inc.
10/931,555	9/1/2004	METHOD AND SYSTEM FOR THE QUICK REFILL OF AN IRRITANT DISPENSER	4/28/2005	2005-0087546 A1	Combined Systems, Inc., f/k/a Combined Tactical Systems, Inc.
10/960,661	10/7/2004	MULTIPLE PROJECTILE LAUNCHER	2/9/2006	2006-0027082 A1	Combined Systems, Inc., f/k/a Combined Tactical Systems, Inc.