

OMB No. 0651-0011 (exp. 4/94)

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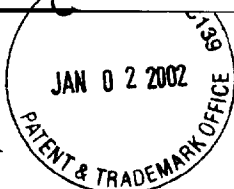
To the Honorable Commissioner of Patents

Shed original documents or copy thereof.

1. Name of conveying party(ies):

New Colt Holding Corp.
c/o Zilkha & Company
767 Third Avenue
New York, NY

1/2/02

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other _____Execution Date: November 28, 2001

2. Name and address of receiving party(ies)

Name: Fleet National Bank

Internal Address: _____

Street Address: 777 Main StreetCity: Hartford State: CT ZIP: 06115Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application Number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

SEE ATTACHED SCHEDULE A

B. Patent No.(s)

SEE ATTACHED SCHEDULE A

Additional numbers attached? ☒ Yes ☐ No

5. Name and Address of party to whom correspondence concerning document should be mailed:

Name: _____

Internal Address: ReedfaxCrystal Plaza OneSuite 12072001 Jefferson Davis Hwy.Arlington, Virginia 22202

Street Address: _____

City: _____ State: _____ ZIP: _____

6. Total number of applications and patents involved

4

7. Total fee (37 CFR 3.41) \$ 100.00☐ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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160.00 DP

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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.

Francella H. Ashby

Name of Person Signing

Francella H. Ashby

Signature

12-20-2001

Date

Total number of pages including cover sheet, attachments, and document: Mail documents to be recorded with required coversheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE A

Schedule A to a Patent Assignment of Security dated November 28, 2001
by and between NEW COLT HOLDING CORP. and FLEET NATIONAL
BANK.

Patents Issued by U.S. Patent and Trademark Office

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
4,555,861	12/3/85	Khoury	Firing pin locking device
D285,236	8/19/86	Brunton	Rifle receiver
4,754,689	7/5/88	Grehl	Combination plastic spring guide and buffer for automatic pistol
6,070,352	6/6/00	Daigle	Firearm Magazine Cartridge Converter

Patents Pending with U.S. Patent and Trademark Office

<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
None			

PATENT ASSIGNMENT OF SECURITY

WHEREAS, New Colt Holding Corp., a corporation formed under the laws of Delaware, located at c/o Zilkha & Company, 767 Third Avenue, New York, New York ("Assignor"), owns the patents and patent applications shown in the attached Schedule A (the "Patents"), for which there are recordings or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to Fleet National Bank ("Bank") pursuant to (i) a certain Second Amended and Restated Guarantor Security Agreement Agreement, dated the date hereof, between Bank and Assignor and (ii) a certain Second Amended and Restated Patent Collateral Assignment and Security Agreement, dated the date hereof, made by Assignor in favor of Bank (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Assignor is granting to Bank a security interest in the Patents, all proceeds thereof, all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the recordings and applications therefore.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Bank and grant to Bank a security interest in and to the Patents, and recordings and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Assignor expressly acknowledges and affirms that the rights and remedies of Bank with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

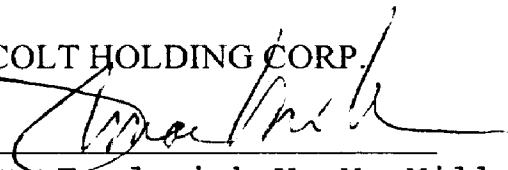
Dated: New York, New York
November 28, 2001

Witness:

Joyce Rubino
Joyce Rubino

Witness:

NEW COLT HOLDING CORP.

By: 
Name: Frederick W. MacMillan
Its: Chief Financial Officer

FLEET NATIONAL BANK

By: _____
Name: G. Christopher Miller
Its: Vice President

PATENT ASSIGNMENT OF SECURITY

WHEREAS, New Colt Holding Corp., a corporation formed under the laws of Delaware, located at c/o Zilkha & Company, 767 Third Avenue, New York, New York ("Assignor"), owns the patents and patent applications shown in the attached Schedule A (the "Patents"), for which there are recordings or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to Fleet National Bank ("Bank") pursuant to (i) a certain Second Amended and Restated Guarantor Security Agreement Agreement, dated the date hereof, between Bank and Assignor and (ii) a certain Second Amended and Restated Patent Collateral Assignment and Security Agreement, dated the date hereof, made by Assignor in favor of Bank (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Assignor is granting to Bank a security interest in the Patents, all proceeds thereof, all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the recordings and applications therefore.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Bank and grant to Bank a security interest in and to the Patents, and recordings and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Assignor expressly acknowledges and affirms that the rights and remedies of Bank with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York New York
November 28, 2001

Witness:

NEW COLT HOLDING CORP.

By: _____

Name:

Its:

Witness:

FLEET NATIONAL BANK

By: G. Christopher Miller

Name: G. Christopher Miller

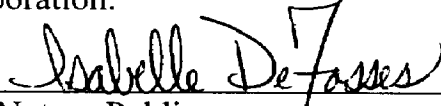
Its: Vice President

STATE OF CONNECTICUT)

: ss.: WEST HARTFORD

COUNTY OF HARTFORD)

On this 19th day of NOVEMBER, 2001 before me personally came FREDERICK W. MACMILLAN, to me known, who, being by me duly sworn, did depose and say that s/he is the CHIEF FINANCIAL OFFICER of New Colt Holding Corp., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.


Notary Public

ISABELLE DEFOSSSES
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2002

STATE OF _____)

: ss.:

COUNTY OF _____)

On this ____ day of _____, 200_, before me personally came G. Christopher Miller, to me known, who, being by me duly sworn, did depose and say that s/he is a Vice President of Fleet National Bank, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

Notary Public

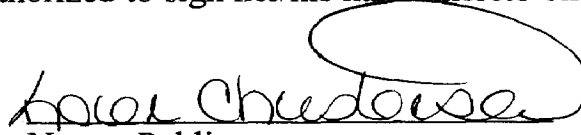
STATE OF _____)
: ss.:
COUNTY OF _____)

On this ____ day of _____, 200_, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he is the _____ of New Colt Holding Corp., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

Notary Public

STATE OF CT)
: ss.: Hartford
COUNTY OF Hartford

On this 17th day of December, 2001, before me personally came G. Christopher Miller, to me known, who, being by me duly sworn, did depose and say that s/he is a Vice President of Fleet National Bank, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.


Notary Public

KAREN CHRISTENSEN
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 2004