

OMB No. 06



6-17-03

Tab setting

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To the honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
COLT DEFENSE LLC

2. Name and address of receiving party(ies)

Name: FLEET CAPITAL CORPORATION (as successor in interest to Fleet National Bank)

Internal Address: _____

Street Address: 200 Glastonbury Boulevard

City: Glastonbury State: CT ZIP: 06033

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: June 11, 2003

Additional name(s) & address(es) attached? 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: N/A

A. Patent Application No.(s)

B. Patent No.(s)

SEE ATTACHED SCHEDULE I

Additional numbers attached? Yes No

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

Name: Federal Research Company LLC

Internal Address: _____

Street Address: 400 Seventh Street NW, Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and patents involved 8

7. Total fee (37 CFR 3.41) \$320⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

06/19/2003 6TDM11 00000010 4663875

DO NOT USE THIS SPACE

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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

June 16, 2003
Date

Total number of pages including cover sheet, attachments, and document: 7

SCHEDULE A

Schedule A to a Patent Assignment of Security dated June 11, 2003 by and between
Colt Defense LLC and Fleet Capital Corporation.

Active Colt 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 liners	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	

Active Colt Foreign Patents/Applications

<u>Case No.</u>	<u>Title</u>	<u>Inventor</u>	<u>Status</u>	<u>App. No.</u>	<u>Patent No.</u>
879-006368-AU(PCT)	Four position firearm control selector	Robbins, L.	Issued	710800	710800
879-006368-IL(PCT)	Four position firearm control selector	Robbins, L.	Granted	126677	
879-006368-CA(PCT)	Four position firearm control selector	Robbins, L.	Issued	2253745	
879-006368-SG(PCT)	Four position firearm control selector	Robbins, L.	Issued	9805499-2	60353
879-006368-EP(PCT)	Four position firearm control selector	Robbins, L.	Pending	97920297.5	

879-006368-BR(PCT)	Four position firearm control selector	Robbins, L.	Published	PI9709216-9
879-006368-KR(PCT)	Four position firearm control selector	Robbins, L.	Published	98-708977
879-006368-WO(PCT)	Four position firearm control selector	Robbins, L.	Pending	US97/05944
879-006416-IL(PCT)	Gas operated firearm	Taylor, J.F. Harris, M.R.	Allowed	127629
879-006416-WO(PCT)	Gas operated firearm	Taylor, J.F. Harris, M.R.	Pending	US97/08843
879-007968-WO(PCT)	Firearm magazine cartridge converter	Daigle, A.	Pending	US99/23503

PATENT ASSIGNMENT OF SECURITY

WHEREAS, Colt Defense LLC, a limited liability company formed under the laws of Delaware, located at 547 New Park Avenue, West Hartford, Connecticut ("Assignor"), owns the patents and patent applications shown in the attached Schedule A (the "Patents"), for certain of which there are recordings or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A and including certain other foreign patents shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to Fleet Capital Corporation (as successor in interest to Fleet National Bank) ("Lender") pursuant to (i) a certain Second Amended and Restated Revolving Credit Agreement, dated as of November 28, 2001, between Lender, Colt's Manufacturing Company, LLC (f/k/a Colt's Manufacturing Company, Inc.), New Colt Holding Corp. and Assignor and (ii) a certain Patent Collateral Assignment and Security Agreement, dated the date hereof, made by Assignor in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

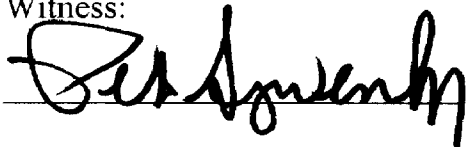
WHEREAS, pursuant to the Agreements, Assignor is granting to Lender a security interest in the Patents, all proceeds thereof, all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the recordings and applications therefore.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Lender and grant to Lender 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 Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: ^{June}~~April~~ 11, 2003

Witness:



COLT DEFENSE LLC

By: 

Name: William M. Keyes
Its: President

Witness:

FLEET CAPITAL CORPORATION

By: _____

Name:
Its:

PATENT ASSIGNMENT OF SECURITY

WHEREAS, Colt Defense LLC, a limited liability company formed under the laws of Delaware, located at 547 New Park Avenue, West Hartford, Connecticut ("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 including certain other foreign patents shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to Fleet Capital Corporation (as successor in interest to Fleet National Bank) ("Lender") pursuant to (i) a certain Second Amended and Restated Revolving Credit Agreement, dated as of November 28, 2001, between Lender, Colt's Manufacturing Company, LLC (f/k/a Colt's Manufacturing Company, Inc.), New Colt Holding Corp. and Assignor and (ii) a certain Patent Collateral Assignment and Security Agreement, dated the date hereof, made by Assignor in favor of Lender (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 Lender 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 Lender and grant to Lender a security interest in and to the Patents, and recordings and applications therefor, which collateral 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 Lender with respect to the collateral assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: June 11, 2003

Witness:

COLT DEFENSE LLC

By: _____
Name:
Its:

Witness:
Kim M. LaChance
Kim M. LaChance

FLEET CAPITAL CORPORATION
By: Cynthia G. Standard
Name: CYNTHIA G. STANDARD
Its: VICE PRESIDENT

STATE OF CONNECTICUT)
 : ss.: West Hartford
COUNTY OF HARTFORD)

On this 24th day of April, 2003, before me personally came William M. Keyes, to me known, who, being by me duly sworn, did depose and say that s/he is the President of Colt Defense LLC, 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 limited liability company.

Isabelle De Fosses
Notary Public
ISABELLE DEFOSES
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2007

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

On this ____ day of April, 2003, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he is a _____ of Fleet Capital Corporation, 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

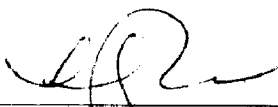
STATE OF _____)
 : ss.:
COUNTY OF _____)

On this ____ day of April, 2003, before me personally came _____,
to me known, who, being by me duly sworn, did depose and say that s/he is the _____
of Colt Defense LLC, 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 limited liability
company.

Notary Public

STATE OF CONNECTICUT
 : ss.:
COUNTY OF HARTFORD

On this 25th day of April, 2003, before me personally came Cynthia G. Starnes
to me known, who, being by me duly sworn, did depose and say that s/he is a
VP of Fleet Capital Corporation, 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. CHARLES...
NOTARY PUBLIC
MY COMMISSION EXPIRES...