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1. Name of conveying party(ies)

Para USA, LLC
Remington Arms Company, LLC
Advanced Armament Corp., LLC
RA Brands, L.L.C.Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as Agent for the benefit of the *

Internal Address: *Secured Parties

Street Address: One Bryant Park

City: New York

State: NY

Country: USA Zip: 10036

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 04/19/2012

- Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other Term Loan Patent Security Agreement

4. Application or patent number(s):

 This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

See Exhibit A

See Exhibit A

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: James Murray

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6. Total number of applications and patents involved: 150

7. Total fee (37 CFR 1.21(h) & 3.41) \$

- Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

Deposit Account Number

Authorized User Name

9. Signature:

Signature

04/19/2012

Date

James D. Murray

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

51

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

OP \$6000.00 12654567

EXHIBIT A
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Dated as of April 19, 2012

PATENTS AND PATENT APPLICATIONS

PATENTS

(1) FGI Operating Company, LLC

UNITED STATES PATENTS: None.

OTHER PATENTS: None.

(2) E-RPC, LLC

UNITED STATES PATENTS: None.

OTHER PATENTS: None.

(3) Para USA, LLC

UNITED STATES PATENTS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>DESCRIPTION</u>
Para USA, LLC	6,256,918	Firing pin locking assembly for a semi-automatic handgun
Para USA, LLC	6,341,442	Double action pistol
Para USA, LLC	6,381,892	Double action pistol
Para USA, LLC	6,415,702	Double action Semi-automatic handgun
Para USA, LLC	6,557,288	Compact Government Model handgun
Para USA, LLC	6,851,212	Extractor assembly for a semi automatic handgun
Para USA, LLC	D 562,931	Handgun grip
Para USA, LLC	7,530,191	Semi-automatic handgun, magazine, and follower

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PATENT
REEL: 028124 FRAME: 0507

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>DESCRIPTION</u>
Para USA, LLC	12/654,567	Firearm

OTHER PATENTS:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>DESCRIPTION</u>	<u>COUNTRY</u>
Para USA, LLC	DE 6993213 T2	Double action pistol	Germany
Para USA, LLC	EP 0982557 B1	Double action pistol	Italy

(4) Barnes Bullets, LLC

UNITED STATES PATENTS: None.**OTHER PATENTS:** None.

(5) Remington Arms Company, LLC

UNITED STATES PATENTS:

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>DESCRIPTION</u>
REMINGTON ARMS COMPANY, LLC	12/151,211	PROCESS TO PRODUCE A SILENCER TUBE WITH MINIMAL WALL THICKNESS
REMINGTON ARMS COMPANY, LLC	6,880,282	LOCKABLE FIREARM SAFETY DEVICE
REMINGTON ARMS COMPANY, LLC	6,519,888	LOCKABLE FIREARM SAFETY
REMINGTON ARMS COMPANY, LLC	6,141,896	LOCKABLE FIREARM SAFETY
REMINGTON ARMS COMPANY, LLC	6,173,518	LOCKABLE FIREARM SAFETY
REMINGTON ARMS	6,804,906	LOCKABLE FIREARM

COMPANY, LLC		SAFETY DEVICE
REMINGTON ARMS	6,694,659	LOCKABLE FIREARM
COMPANY, LLC		SAFETY DEVICE
REMINGTON ARMS	5,233,777	FIREARM SAFETY LOCK
COMPANY, LLC		ASSEMBLY
REMINGTON ARMS	5,479,737	FIREARM BARREL
COMPANY, LLC		ASSEMBLY
REMINGTON ARMS	5,487,232	DETONATORY ASSEMBLY
COMPANY, LLC		
REMINGTON ARMS	5,606,825	COCKING MECHANISM
COMPANY, LLC		FOR A MUZZLE LOADING
		FIREARM
REMINGTON ARMS	RE37,968	DETONATOR ASSEMBLY
COMPANY, LLC		
REMINGTON ARMS	5,761,841	FIREARM MAGAZINE FOR
COMPANY		USE WITH RIFLE
REMINGTON ARMS	6,293,040	INTERCHANGEABLE
COMPANY		WEAPON RECEIVER FOR
		ALTERNATE
		AMMUNITION
REMINGTON ARMS	6,761,101	FIREARMS RECEIVER
COMPANY		BLOCK AND METHOD OF
		USING SAME
REMINGTON ARMS	6,732,467	FLIP UP GUN SIGHT
COMPANY		
REMINGTON ARMS	6,945,154	FINNED CARBINE
COMPANY		HANDGUARD ASSEMBLY
REMINGTON ARMS	D580,007	RIFLE RECEIVER
COMPANY		TRIGGER GASKET
REMINGTON ARMS	D595,385	RIFLE RECEIVER
COMPANY		TRIGGER GASKET
REMINGTON ARMS	7,810,271	MODULAR RIFLE
COMPANY, LLC		SYSTEMS AND METHODS
REMINGTON ARMS	5,357,866	JACKETED HOLLOW
COMPANY, LLC		POINT BULLET AND
		METHOD OF MAKING
		SAME
REMINGTON ARMS	5,339,743	AMMUNITION SYSTEM
COMPANY, LLC		COMPRISING SLUG
		HOLDING SABOT AND
		SLUG TYPE SHOT SHELL

OTHER PATENTS: None.

(6) Advanced Armament Corp., LLC

UNITED STATES PATENTS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>DESCRIPTION</u>
Advanced Armament Corp., LLC	D584,786	SILENCER TUBE WITH REDUCED PROFILE
Advanced Armament Corp., LLC	D577,409	FLASH HIDER
Advanced Armament Corp., LLC	7,610,710	INTERRUPTED THREAD MOUNT PRIMARILY FOR ATTACHING A NOISE SUPPRESSOR OR OTHER AUXILIARY DEVICE TO A FIREARM
Advanced Armament Corp., LLC	D598,066	BLACK BOX PROFILE
Advanced Armament Corp., LLC	D582,502	TUBE FOR A RIFLE SILENCER
Advanced Armament Corp., LLC	D591,382	SILENCER TUBE PROFILE
Advanced Armament Corp., LLC	7,905,171	NOISE REDUCING BOOSTER INSERT
Advanced Armament Corp., LLC	7,588,122	ORIENTATION APPARATUS FOR ECCENTRIC FIREARM NOISE SUPPRESSOR AND ASSEMBLY METHOD
Advanced Armament Corp., LLC	7,905,170	FLASH SUPPRESSOR
Advanced Armament Corp., LLC	D584,787	NOISE SUPPRESSOR TUBE
Advanced Armament Corp., LLC	D577,410	BLACKOUT FLASH HIDER
Advanced Armament Corp., LLC	7,600,606	SILENCER TUBE WITH INTERNAL STEPPED PROFILE
Advanced Armament Corp., LLC	7,987,944	FIREARM SOUND SUPPRESSOR BAFFLE
Advanced Armament Corp., LLC	7,891,282	BOOSTER FOR HANDGUN SILENCERS
Advanced Armament Corp., LLC	D582,503	SILENCER TUBE
Advanced Armament Corp., LLC	D585,518	SILENCER TUBE
Advanced Armament Corp., LLC	7,610,992	METHOD OF ASSEMBLY FOR SOUND SUPPRESSORS
Advanced Armament Corp., LLC	7,926,404	GAS REGULATOR FLASH HIDER

Advanced Armament Corp., LLC	7,743,693	REDUNDANT LATCH SUPPRESSOR MOUNT
Advanced Armament Corp., LLC	7,789,009	OMNI INDEXING MOUNT PRIMARILY FOR ATTACHING A NOISE SUPPRESSOR OR OTHER AUXILIARY DEVICE TO A FIREARM
Advanced Armament Corp., LLC	7,661,349	MULTIFUNCTIONAL FIREARM MUZZLE ATTACHMENT SYSTEM PRIMARILY FOR ATTACHING A NOISE SUPPRESSOR TO A FIREARM
Advanced Armament Corp., LLC	D610,221	FLASH HIDER
Advanced Armament Corp., LLC	7,587,969	ASYMMETRIC FIREARM SILENCER WITH COAXIAL ELEMENTS
Advanced Armament Corp., LLC	7,874,238	ASYMMETRIC FIREARM SILENCER WITH COAXIAL ELEMENTS
Advanced Armament Corp., LLC	8,096,222	ASYMMETRIC FIREARM SILENCER WITH COAXIAL ELEMENTS

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>DESCRIPTION</u>
Advanced Armament Corp., LLC	12/221,715	ADJUSTABLE SILENCER BOOSTER WITH SPOKED PISTON ENGAGEMENT SHOULDER
Advanced Armament Corp., LLC	12/860,555 (Published)	FIREARM SUPPRESSOR BOOSTER SYSTEM
Advanced Armament Corp., LLC	12/075,746	BLACKOUT SILENCER
Advanced Armament Corp., LLC	12/947,443	METHOD OF MANUFACTURING A SILENCER BAFFLE MODULE
Advanced Armament Corp., LLC	12/854,110	RECOIL BOOSTER FOR FIREARM SOUND SUPPRESSORS
Advanced Armament Corp., LLC	12/854,064	NOISE SUPPRESSOR- SIMULATING BLANK FIRING ADAPTER

OTHER PATENTS: None.

(7) RA Brands, L.L.C.

UNITED STATES PATENTS:

Registrations

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>DESCRIPTION</u>
RA Brands, L.L.C.	6,131,515	ELECTRIC PRIMER
RA Brands, L.L.C.	5,806,226	BOLT ASSEMBLY FOR ELECTRONIC FIREARM (RA-0281)
RA Brands, L.L.C.	5,987,798	BOLT ASSEMBLY FOR ELECTRONIC FIREARM (RA-0281A)
RA Brands, L.L.C.	6,668,700	ACTUATOR ASSEMBLY
RA Brands, L.L.C.	6,651,542	ACTUATOR ASSEMBLY
RA Brands, L.L.C.	7,131,366	ACTUATOR ASSEMBLY
RA Brands, L.L.C.	5,755,056	ELECTRONIC FIREARM AND PROCESS FOR CONTROLLING AN ELECTRONIC FIREARM
RA Brands, L.L.C.	RE38,794	ELECTRONIC FIREARM AND PROCESS FOR CONTROLLING AN ELECTRONIC FIREARM
RA Brands, L.L.C.	6,785,996	FIREARM ORIENTATION AND DROP SENSOR SYSTEM
RA Brands, L.L.C.	7,188,444	FIREARM ORIENTATION AND DROP SENSOR SYSTEM
RA Brands, L.L.C.	6,478,903	NON-TOXIC PRIMER MIX
RA Brands, L.L.C.	5,646,367	CONDUCTIVE PRIMER MIX (RA-0272)
RA Brands, L.L.C.	5,799,433	ROUND SENSING MECHANISM
RA Brands, L.L.C.	6,240,670	LOCKING MECHANISM FOR FIREARMS
RA Brands, L.L.C.	6,256,917	LOCKABLE SAFETY FOR FIREARMS
RA Brands, L.L.C.	6,052,935	SHOTGUN CHOKE TUBE
RA Brands, L.L.C.	6,256,921	ONE-PIECE SYNTHETIC UNDERCARRIAGE
RA Brands, L.L.C.	6,427,372	ONE-PIECE SYNTHETIC UNDERCARRIAGE

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PATENT
REEL: 028124 FRAME: 0512

RA Brands, L.L.C.	6,189,431	SMALL CALIBER GUN BARREL
RA Brands, L.L.C.	5,811,723	SOLID COPPER HOLLOW POINT BULLET
RA Brands, L.L.C.	5,373,775	FIREARM HAVING DISCONNECTOR AND DUAL SEARS
RA Brands, L.L.C.	5,448,939	FIREARM WITH MULTIPLE SEARS
RA Brands, L.L.C.	5,442,874	FIREARM MAGAZINE BOX ALIGNMENT
RA Brands, L.L.C.	5,459,956	FIREARM EJECTOR SYSTEM
RA Brands, L.L.C.	5,469,649	FIREARM TOP LEVER ADJUSTING SYSTEM
RA Brands, L.L.C.	5,467,549	FIREARM AUTOMATIC SAFETY SYSTEM
RA Brands, L.L.C.	5,551,180	FIREARM BOLT LOCK MECHANISM
RA Brands, L.L.C.	5,664,355	DETACHABLE AMMUNITION MAGAZINE
RA Brands, L.L.C.	5,718,074	TRIGGER ASSEMBLY
RA Brands, L.L.C.	5,684,268	LEAD-FREE PRIMER MIX
RA Brands, L.L.C.	5,606,817	MUZZLE-LOADING FIREARMS
RA Brands, L.L.C.	5,718,073	MUZZLE LOADING RIFLE
RA Brands, L.L.C.	5,907,919	BARREL AND RECEIVER ASSEMBLY
RA Brands, L.L.C.	D400,095	MULTIPLE ROUND AMMUNITION CARTON WITH INDIVIDUAL ROUND DISPENSER AND CARRYING HANDLE
RA Brands, L.L.C.	5,917,143	FRANGIBLE POWDERED IRON PROJECTILES
RA Brands, L.L.C.	6,691,623	FRANGIBLE POWDERED IRON PROJECTILES
RA Brands, L.L.C.	5,755,052	MAGAZINE FOR RIMMED AMMUNITION
RA Brands, L.L.C.	6,073,560	SABOT
RA Brands, L.L.C.	5,918,401	BOLT ASSEMBLY COMPRISING EJECTION PORT COVER
RA Brands, L.L.C.	6,612,062	CARRIER LOCKING DEVICE
RA Brands, L.L.C.	6,742,298	CARRIER LOCKING DEVICE
RA Brands, L.L.C.	5,872,323	GAS OPERATED FIREARM PISTON/PISTON SEAL ASSEMBLY
RA Brands, L.L.C.	6,305,115	GEL RECOIL PAD

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PATENT
REEL: 028124 FRAME: 0513

RA Brands, L.L.C.	7,201,104	LEAD ATTACHED SABOT SLUG
RA Brands, L.L.C.	8,128,766	BISMUTH-OXIDE PRIMER MIXTURE
RA Brands, L.L.C.	7,814,695	COMPOSITE RECEIVER FOR FIREARMS
RA Brands, L.L.C.	7,219,461	BOLT ASSEMBLY WITH LOCKING SYSTEM
RA Brands, L.L.C.	7,775,149	ACTION RATE CONTROL SYSTEM
RA Brands, L.L.C.	7,181,880	ROLLER SEAR/HAMMER INTERFACE FOR FIREARMS
RA Brands, L.L.C.	7,866,079	MODULAR BARREL ASSEMBLY
RA Brands, L.L.C.	7,059,078	PROCESS FOR IMPRINTING A COMPOSITE VENTILATED RIB
RA Brands, L.L.C.	7,334,364	PROCESS FOR IMPRINTING A COMPOSITE VENTILATED RIB
RA Brands, L.L.C.	7,143,537	FIRING PIN ASSEMBLY
RA Brands, L.L.C.	7,516,570	FIRING PIN ASSEMBLY
RA Brands, L.L.C.	7,047,685	FIRE CONTROL ADJUSTMENT SYSTEM
RA Brands, L.L.C.	7,162,823	FIREARM STOCK CONNECTOR
RA Brands, L.L.C.	7,533,598	SHELL STRIPPER ASSEMBLY
RA Brands, L.L.C.	8,112,930	FIREARM WITH ENHANCED CORROSION AND WEAR RESISTANCE PROPERTIES
RA Brands, L.L.C.	8,065,949	GAS-OPERATED FIREARM
RA Brands, L.L.C.	7,941,955	PIVOTING, NON- DETACHABLE MAGAZINE
RA Brands, L.L.C.	7,946,214	GAS SYSTEM FOR FIREARMS
RA Brands, L.L.C.	8,109,194	CLAMPED GAS BLOCK FOR BARREL
RA Brands, L.L.C.	8,109,025	TRIGGER ENGAGEMENT LINK FOR FIREARM
RA Brands, L.L.C.	D598,516	BARREL
RA Brands, L.L.C.	8,061,260	GAS PLUG RETENTION AND REMOVAL DEVICE
RA Brands, L.L.C.	6,272,993	ELECTRIC PRIMER (RA- 0290A)
RA Brands, L.L.C.	6,487,972	ELECTRIC PRIMER
RA Brands, L.L.C.	6,892,647	LEAD FREE POWDERED

RA Brands, L.L.C. 7,107,715 METAL PROJECTILES
BOLT ASSEMBLY WITH
LOCKING SYSTEM

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>DESCRIPTION</u>
RA Brands, L.L.C.	13/363,720	BISMUTH-OXIDE PRIMER COMPOSITION
RA Brands, L.L.C.	13/348,349	FIREARM WITH ENHANCED CORROSION AND WEAR RESISTANCE PROPERTIES
RA Brands, L.L.C.	12/199,306	TIPPED PROJECTILES
RA Brands, L.L.C.	13/336,544	MODULAR FIREARM STOCK SYSTEM
RA Brands, L.L.C.	13/337,459	MODULAR FIREARM STOCK SYSTEM
RA Brands, L.L.C.	29/364,276	GAS BLOCK
RA Brands, L.L.C.	13/155,117	BARREL MOUNTING AND RETENTION MECHANISM
RA Brands, L.L.C.	13/272,827	MAGAZINE CAP RETENTION SYSTEM
RA Brands, L.L.C.	13/190,972	THREE COMPONENT BULLET WITH CORE RETENTION FEATURE AND METHOD OF MANUFACTURING THE BULLET
RA Brands, L.L.C.	29/410,211	RECOIL REDUCER
RA Brands, L.L.C.	61/541,726	RECOIL REDUCER
RA Brands, L.L.C.	61/583,942	CANCELLATION MUZZLE BRAKE
RA Brands, L.L.C.	13/345,256	MAGAZINE CUTOFF
RA Brands, L.L.C.	11/669,595	LEAD ATTACHED SABOT SLUG
RA Brands, L.L.C.	10/764,246	PRIMING MIXTURES FOR SMALL ARMS
RA Brands, L.L.C.	12/818,291	GAS SYSTEM FOR FIREARMS
RA Brands, L.L.C.	12/606,447	WAD WITH IGNITION CHAMBER
RA Brands, L.L.C.	12/695,586	SHOTSHELL WAD WITH SHOT CONFINEMENT FEATURE
RA Brands, L.L.C.	12/820,840	HAND GUARD ATTACHMENT SYSTEM FOR FIREARMS

OTHER PATENTS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>DESCRIPTION</u>	<u>COUNTRY</u>
RA Brands, L.L.C.	1 036 298	ELECTRIC PRIMER	AT
RA Brands, L.L.C.	754891	FRANGIBLE POWDERED IRON PROJECTILES	AU
RA Brands, L.L.C.	741414	CONDUCTIVE PRIMER MIX (RA-0272)	AU
RA Brands, L.L.C.	1 036 298	ELECTRIC PRIMER	BE
RA Brands, L.L.C.	2,362,011	ACTUATOR ASSEMBLY	CA
RA Brands, L.L.C.	2,357,632	NON-TOXIC PRIMER MIX	CA
RA Brands, L.L.C.	2,361,185	ONE-PIECE SYNTHETIC UNDERCARRIAGE	CA
RA Brands, L.L.C.	2,284,893	SMALL CALIBER GUN BARREL	CA
RA Brands, L.L.C.	2,425,118	LEAD FREE POWDERED METAL PROJECTILES	CA
RA Brands, L.L.C.	2,232,744	LEAD-FREE PRIMER MIX	CA
RA Brands, L.L.C.	2278166	FRANGIBLE POWDERED IRON PROJECTILES	CA
RA Brands, L.L.C.	2,556,595	PRIMING MIXTURES FOR SMALL ARMS	CA
RA Brands, L.L.C.	2,543,727	ROLLER SEAR/HAMMER INTERFACE FOR FIREARMS	CA
RA Brands, L.L.C.	2,538,193	PROCESS FOR IMPRINTING A COMPOSITE VENTILATED RIB	CA
RA Brands, L.L.C.	125456	GUN BARREL	CA
RA Brands, L.L.C.	2,314,181	ELECTRIC PRIMER	CA
RA Brands, L.L.C.	2,260,225	BOLT ASSEMBLY FOR ELECTRONIC FIREARM	CA
RA Brands, L.L.C.	2,294,877	CONDUCTIVE PRIMER MIX (RA-0272 CA)	CA
RA Brands, L.L.C.	2,283,658	BOLT ASSEMBLY FOR ELECTRONIC FIREARM	CA
RA Brands, L.L.C.	2,260,223	ELECTRONIC FIREARM AND PROCESS FOR CONTROLLING AN ELECTRONIC FIREARM	CA
RA Brands, L.L.C.	2L98812068.2	ELECTRIC PRIMER	CN
RA Brands, L.L.C.	60122264.4	ACTUATOR ASSEMBLY	DE
RA Brands, L.L.C.	60116453.9	NON-TOXIC PRIMER MIX	DE
RA Brands, L.L.C.	60035277.3-08	LOCKING MECHANISM FOR FIREARMS	DE
RA Brands, L.L.C.	69935759.4	SMALL CALIBER GUN BARREL	DE

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RA Brands, L.L.C.	60132477.3-08	LEAD FREE POWDERED METAL PROJECTILES	DE
RA Brands, L.L.C.	69629492.3	LEAD-FREE PRIMER MIX	DE
RA Brands, L.L.C.	69824548.2	FRANGIBLE POWDERED IRON PROJECTILES	DE
RA Brands, L.L.C.	1627199	BOLD ASSEMBLY WITH LOCKING SYSTEM	DE
RA Brands, L.L.C.	EP 1 682 843	ACTION RATE CONTROL SYSTEM	DE
RA Brands, L.L.C.	60 2004 036 447.9	ROLLER SEAR/HAMMER INTERFACE FOR FIREARMS	DE
RA Brands, L.L.C.	602204028377.0	MODULAR BARREL ASSEMBLY	DE
RA Brands, L.L.C.	60 2005 032 211.3	METHOD OF ASSEMBLING A FIREARM	DE
RA Brands, L.L.C.	602005010666.9	FIREARM STOCK CONNECTOR	DE
RA Brands, L.L.C.	602005020670.1	TOUCH SENSOR FIREARM SAFETY SYSTEM	DE
RA Brands, L.L.C.	602008007686.5	GAS SYSTEM FOR FIREARMS	DE
RA Brands, L.L.C.	69834939.3-08	ELECTRIC PRIMER	DE
RA Brands, L.L.C.	69734240.9	BOLT ASSEMBLY FOR ELECTRONIC FIREARMS	DE
RA Brands, L.L.C.	69728912.5	CONDUCTIVE PRIMER MIX	DE
RA Brands, L.L.C.	0 970 341	BOLT ASSEMBLY FOR ELECTRONIC FIREARM	DE
RA Brands, L.L.C.	69730832.4	ELECTRONIC FIREARM AND PROCESS FOR CONTROLLING AN ELECTRONIC FIREARM.	DE
RA Brands, L.L.C.	1 036 298	ELECTRIC PRIMER	DK
RA Brands, L.L.C.	000911003-0001	BARREL	EM
RA Brands, L.L.C.	001795774-0001	GAS BLOCK	EM
RA Brands, L.L.C.	001795774-0002	GAS BLOCK	EM
RA Brands, L.L.C.	001795774-0003	GAS BLOCK	EM
RA Brands, L.L.C.	001795774-0004	GAS BLOCK	EM
RA Brands, L.L.C.	001795774-0005	GAS BLOCK	EM
RA Brands, L.L.C.	1 205 726	ACTUATOR ASSEMBLY	EP
RA Brands, L.L.C.	1 195 366	NON-TOXIC PRIMER MIX	EP
RA Brands, L.L.C.	1 210 559	LOCKING MECHANISM FOR FIREARMS	EP
RA Brands, L.L.C.	0 970 340	SMALL CALIBER GUN BARREL	EP
RA Brands, L.L.C.	1 330 626	LEAD FREE POWDERED METAL PROJECTILES	EP
RA Brands, L.L.C.	0868415	LEAD-FREE PRIMER MIX	EP
RA Brands, L.L.C.	0946852	FRANGIBLE POWDERED IRON PROJECTILES	EP
RA Brands, L.L.C.	1 625 342	COMPOSITE RECEIVER FOR FIREARMS	EP
RA Brands, L.L.C.	1627199	BOLD ASSEMBLY WITH	EP

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RA Brands, L.L.C.	1 682 843	LOCKING SYSTEM	
		ACTION RATE CONTROL	EP
		SYSTEM	
RA Brands, L.L.C.	1678458	ROLLER SEAR/HAMMER	EP
		INTERFACE FOR FIREARMS	
RA Brands, L.L.C.	1 660 836	MODULAR BARREL	EP
		ASSEMBLY	
RA Brands, L.L.C.	1 718 917	FIREARM STOCK	EP
		CONNECTOR	
RA Brands, L.L.C.	1990597	METHOD OF ASSEMBLING A	EP
		FIREARM	
RA Brands, L.L.C.	1 809 976	TOUCH SENSOR FIREARM	EP
		SAFETY SYSTEM	
RA Brands, L.L.C.	2195598	GAS SYSTEM FOR FIREARMS	EP
RA Brands, L.L.C.	2188583	RECEIVER-STOCK	EP
		CONNECTOR	
RA Brands, L.L.C.	1 036 298	ELECTRIC PRIMER	EP
RA Brands, L.L.C.	0914585B	BOLT ASSEMBLY FOR	EP
		ELECTRONIC FIREARM	
RA Brands, L.L.C.	1040088	CONDUCTIVE PRIMER MIX	EP
		(RA-0272 EPO)	
RA Brands, L.L.C.	0 970 341	BOLT ASSEMBLY FOR	EP
		ELECTRONIC FIREARM	
RA Brands, L.L.C.	0912872	ELECTRONIC FIREARM AND	EP
		PROCESS FOR	
		CONTROLLING AN	
		ELECTRONIC FIREARM	
RA Brands, L.L.C.	1 205 726	ACTUATOR ASSEMBLY	ES
RA Brands, L.L.C.	1 195 366	NON-TOXIC PRIMER MIX	ES
RA Brands, L.L.C.	1 210 559	LOCKING MECHANISM FOR	ES
		FIREARMS	
RA Brands, L.L.C.	0970340	SMALL CALIBER GUN	ES
		BARREL	
RA Brands, L.L.C.	0868415	LEAD-FREE PRIMER MIX	ES
RA Brands, L.L.C.	1625342	COMPOSITE RECEIVER FOR	ES
		FIREARMS	
RA Brands, L.L.C.	1627199	BOLT ASSEMBLY WITH	ES
		LOCKING SYSTEM	
RA Brands, L.L.C.	EP 1 682 843	ACTION RATE CONTROL	ES
		SYSTEM	
RA Brands, L.L.C.	1678458	ROLLER SEAR/HAMMER	ES
		INTERFACE FOR FIREARMS	
RA Brands, L.L.C.	1 660 836	MODULAR BARREL	ES
		ASSEMBLY	
RA Brands, L.L.C.	1990597	METHOD OF ASSEMBLING A	ES
		FIREARM	
RA Brands, L.L.C.	EP 1 809 976	TOUCH SENSOR FIREARM	ES
		SAFETY SYSTEM	
RA Brands, L.L.C.	2188583	RECEIVER-STOCK	ES
		CONNECTOR	
RA Brands, L.L.C.	0914585B	BOLT ASSEMBLY FOR	ES

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RA Brands, L.L.C.	0 970 341	ELECTRONIC FIREARMS BOLT ASSEMBLY FOR	ES
RA Brands, L.L.C.	0912872	ELECTRONIC FIREARM ELECTRONIC FIREARM AND PROCESS FOR	ES
RA Brands, L.L.C.	1 036 298	CONTROLLING AN ELECTRONIC FIREARM	
RA Brands, L.L.C.	1 205 726	ELECTRIC PRIMER	FI
RA Brands, L.L.C.	1 195 366	ACTUATOR ASSEMBLY	FR
RA Brands, L.L.C.	0868415	NON-TOXIC PRIMER MIX	FR
RA Brands, L.L.C.	EP 0 946 852	LEAD-FREE PRIMER MIX	FR
RA Brands, L.L.C.	1625342	FRANGIBLE POWDERED IRON PROJECTILES	FR
RA Brands, L.L.C.	1627199	COMPOSITE RECEIVER FOR FIREARMS	FR
RA Brands, L.L.C.	EP 1 682 843	BOLD ASSEMBLY WITH LOCKING SYSTEM	FR
RA Brands, L.L.C.	1678458	ACTION RATE CONTROL SYSTEM	FR
RA Brands, L.L.C.	1 660 836	ROLLER SEAR/HAMMER INTERFACE FOR FIREARMS	FR
RA Brands, L.L.C.	1990597	MODULAR BARREL ASSEMBLY	FR
RA Brands, L.L.C.	EP 1 809 976	METHOD OF ASSEMBLING A FIREARM	FR
RA Brands, L.L.C.	2195598	TOUCH SENSOR FIREARM SAFETY SYSTEM	FR
RA Brands, L.L.C.	2188583	GAS SYSTEM FOR FIREARMS RECEIVER-STOCK	FR
RA Brands, L.L.C.	1 036 298	CONNECTOR	FR
RA Brands, L.L.C.	0914585B	ELECTRIC PRIMER	FR
RA Brands, L.L.C.	EP 1 040 088	BOLT ASSEMBLY FOR ELECTRONIC FIREARMS	FR
RA Brands, L.L.C.	0912872	CONDUCTIVE PRIMER MIX ELECTRONIC FIREARM AND PROCESS FOR	FR
RA Brands, L.L.C.	1 205 726	CONTROLLING AN ELECTRONIC FIREARM	
RA Brands, L.L.C.	1 195 366	ACTUATOR ASSEMBLY	GB
RA Brands, L.L.C.	1 210 559	NON-TOXIC PRIMER MIX LOCKING MECHANISM FOR	GB
RA Brands, L.L.C.	0970340	FIREARMS SMALL CALIBER GUN BARREL	GB
RA Brands, L.L.C.	0868415	LEAD-FREE PRIMER MIX	GB
RA Brands, L.L.C.	1625342	COMPOSITE RECEIVER FOR FIREARMS	GB
RA Brands, L.L.C.	1627199	BOLD ASSEMBLY WITH LOCKING SYSTEM	GB
RA Brands, L.L.C.	EP 1 682 843	ACTION RATE CONTROL SYSTEM	GB

RA Brands, L.L.C.	1678458	ROLLER SEAR/HAMMER INTERFACE FOR FIREARMS	GB
RA Brands, L.L.C.	1 660 836	MODULAR BARREL ASSEMBLY	GB
RA Brands, L.L.C.	1990597	METHOD OF ASSEMBLING A FIREARM	GB
RA Brands, L.L.C.	EP 1 718 917	FIREARM STOCK CONNECTOR	GB
RA Brands, L.L.C.	EP 1 809 976	TOUCH SENSOR FIREARM SAFETY SYSTEM	GB
RA Brands, L.L.C.	2195598	GAS SYSTEM FOR FIREARMS	GB
RA Brands, L.L.C.	2188583	RECEIVER-STOCK CONNECTOR	GB
RA Brands, L.L.C.	1 036 298	ELECTRIC PRIMER	GB
RA Brands, L.L.C.	0914585B	BOLT ASSEMBLY FOR ELECTRONIC FIREARMS	GB
RA Brands, L.L.C.	EP 1 040 088	CONDUCTIVE PRIMER MIX	GB
RA Brands, L.L.C.	0 970 341	BOLT ASSEMBLY FOR ELECTRONIC FIREARM	GB
RA Brands, L.L.C.	0912872	ELECTRONIC FIREARM AND PROCESS FOR CONTROLLING AN ELECTRONIC FIREARM	GB
RA Brands, L.L.C.	146395	ACTUATOR ASSEMBLY	IL
RA Brands, L.L.C.	175161	ROLLER SEAR/HAMMER INTERFACE FOR FIREARMS	IL
RA Brands, L.L.C.	136136	ELECTRIC PRIMER (RA-0290 IR)	IL
RA Brands, L.L.C.	34165BE/2006	ACTUATOR ASSEMBLY	IT
RA Brands, L.L.C.	1 195 366	NON-TOXIC PRIMER MIX	IT
RA Brands, L.L.C.	380861BE/2007	LOCKING MECHANISM FOR FIREARMS	IT
RA Brands, L.L.C.	68842/BE/2008	LEAD FREE POWDERED METAL PROJECTILES	IT
RA Brands, L.L.C.	0868415	LEAD-FREE PRIMER MIX	IT
RA Brands, L.L.C.	EP 0 946 852	FRANGIBLE POWDERED IRON PROJECTILES	IT
RA Brands, L.L.C.	1625342	COMPOSITE RECEIVER FOR FIREARMS	IT
RA Brands, L.L.C.	1627199	BOLD ASSEMBLY WITH LOCKING SYSTEM	IT
RA Brands, L.L.C.	EP 1 682 843	ACTION RATE CONTROL SYSTEM	IT
RA Brands, L.L.C.	1678458	ROLLER SEAR/HAMMER INTERFACE FOR FIREARMS	IT
RA Brands, L.L.C.	1 660 836	MODULAR BARREL ASSEMBLY	IT
RA Brands, L.L.C.	1990597	METHOD OF ASSEMBLING A FIREARM	IT
RA Brands, L.L.C.	EP 1 718 917	FIREARM STOCK CONNECTOR	IT

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RA Brands, L.L.C.	EP 1 809 976	TOUCH SENSOR FIREARM SAFETY SYSTEM	IT
RA Brands, L.L.C.	1374883	GAS OPERATING SYSTEM FOR FIREARMS	IT
RA Brands, L.L.C.	2195598	GAS SYSTEM FOR FIREARMS	IT
RA Brands, L.L.C.	2188583	RECEIVER-STOCK CONNECTOR	IT
RA Brands, L.L.C.	1 036 298	ELECTRIC PRIMER	IT
RA Brands, L.L.C.	0914585B	BOLT ASSEMBLY FOR ELECTRONIC FIREARMS	IT
RA Brands, L.L.C.	EP 1 040 088	CONDUCTIVE PRIMER MIX	IT
RA Brands, L.L.C.	73338BE/2004	ELECTRONIC FIREARM AND PROCESS FOR CONTROLLING AN ELECTRONIC FIREARM	IT
RA Brands, L.L.C.	265292	COMPOSITE RECEIVER FOR FIREARMS	MX
RA Brands, L.L.C.	281587	ACTION RATE CONTROL SYSTEM	MX
RA Brands, L.L.C.	258253	ROLLER SEAR/HAMMER INTERFACE FOR FIREARMS	MX
RA Brands, L.L.C.	273935	MODULAR BARREL ASSEMBLY	MX
RA Brands, L.L.C.	256422	PROCESS FOR IMPRINTING A COMPOSITE VENTILATED RIB	MX
RA Brands, L.L.C.	226663	ELECTRIC PRIMER (RA-0290)	MX
RA Brands, L.L.C.	EP 1 330 626	LEAD FREE POWDERED METAL PROJECTILES	SE

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>DESCRIPTION</u>	<u>COUNTRY</u>
RA Brands, L.L.C.	2004316168	ACTION RATE CONTROL SYSTEM	AU
RA Brands, L.L.C.	2004286353	ROLLER SEAR/HAMMER INTERFACE FOR FIREARMS	AU
RA Brands, L.L.C.	2007348324	GAS-OPERATED FIREARM	AU
RA Brands, L.L.C.	2008296437	PIVOTING, NON-DETACHABLE MAGAZINE	AU
RA Brands, L.L.C.	2010264543	GAS SYSTEM FOR FIREARMS	AU
RA Brands, L.L.C.	2008325067	GAS SYSTEM FOR FIREARMS	AU
RA Brands, L.L.C.	2007358666	RECEIVER-STOCK CONNECTOR	AU
RA Brands, L.L.C.	2008325066	TIPPED PROJECTILES	AU

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RA Brands, L.L.C.	2009320150	WAD WITH IGNITION CHAMBER	AU
RA Brands, L.L.C.	2010208155	SHOTSHELL WAD WITH SHOT CONFINEMENT FEATURE	AU
RA Brands, L.L.C.	2010264546	HAND GUARD ATTACHMENT SYSTEM FOR FIREARMS	AU
RA Brands, L.L.C.	2010264548	GAS PLUG RETENTION AND REMOVAL DEVICE	AU
RA Brands, L.L.C.	2010226484	CLAMPED GAS BLOCK FOR BARREL	AU
RA Brands, L.L.C.	2010226482	TRIGGER ENGAGEMENT LINK FOR FIREARM	AU
RA Brands, L.L.C.	2,765,110	GAS SYSTEM FOR FIREARMS	CA
RA Brands, L.L.C.	138369	GAS BLOCK	CA
RA Brands, L.L.C.	2,526,014	COMPOSITE RECEIVER FOR FIREARMS	CA
RA Brands, L.L.C.	2,543,824	ACTION RATE CONTROL SYSTEM	CA
RA Brands, L.L.C.	2,537,304	MODULAR BARREL ASSEMBLY	CA
RA Brands, L.L.C.	2,556,540	FIREARM STOCK CONNECTOR	CA
RA Brands, L.L.C.	2,652,673	GAS-OPERATED FIREARM	CA
RA Brands, L.L.C.	2,697,135	PIVOTING, NON- DETACHABLE MAGAZINE	CA
RA Brands, L.L.C.	2,697,227	GAS SYSTEM FOR FIREARMS	CA
RA Brands, L.L.C.	2,756,026	CLAMPED GAS BLOCK FOR BARREL	CA
RA Brands, L.L.C.	2,696,960	RECEIVER-STOCK CONNECTOR	CA
RA Brands, L.L.C.	2,756,024	TRIGGER ENGAGEMENT LINK FOR FIREARM	CA
RA Brands, L.L.C.	2,697,225	TIPPED PROJECTILES	CA
RA Brands, L.L.C.	2,741,769	WAD WITH IGNITION CHAMBER	CA
RA Brands, L.L.C.	2,751,137	SHOTSHELL WAD WITH SHOT CONFINEMENT FEATURE	CA
RA Brands, L.L.C.	2,765,149	HAND GUARD ATTACHMENT SYSTEM FOR FIREARMS	CA
RA Brands, L.L.C.	2,765,151	GAS PLUG RETENTION AND REMOVAL DEVICE	CA
RA Brands, L.L.C.	06849352.7	FIREARM WITH ENHANCED CORROSION AND WEAR RESISTANCE PROPERTIES	DE

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RA Brands, L.L.C.	10728535.5	GAS SYSTEM FOR FIREARMS	EP
RA Brands, L.L.C.	10730297.8	HAND GUARD ATTACHMENT SYSTEM FOR FIREARMS	EP
RA Brands, L.L.C.	10730298.6	GAS PLUG RETENTION AND REMOVAL DEVICE	EP
RA Brands, L.L.C.	04809729.9	PROCESS FOR IMPRINTING A COMPOSITE VENTILATED RIB	EP
RA Brands, L.L.C.	06849352.7	FIREARM WITH ENHANCED CORROSION AND WEAR RESISTANCE PROPERTIES	EP
RA Brands, L.L.C.	11192214.2	GAS-OPERATED FIREARM	EP
RA Brands, L.L.C.	07873902.6	GAS OPERATED FIREARM	EP
RA Brands, L.L.C.	08829089.5	PIVOTING, NON- DETACHABLE MAGAZINE	EP
RA Brands, L.L.C.	10712211.1	CLAMPED GAS BLOCK FOR BARREL	EP
RA Brands, L.L.C.	10711965.3	TRIGGER ENGAGEMENT LINK FOR FIREARM	EP
RA Brands, L.L.C.	08847302.0	TIPPED PROJECTILES	EP
RA Brands, L.L.C.	09745207.2	WAD WITH IGNITION CHAMBER	EP
RA Brands, L.L.C.	10704621.1	SHOTSHELL WAD WITH SHOT CONFINEMENT FEATURE	EP
RA Brands, L.L.C.	06849352.7	FIREARM WITH ENHANCED CORROSION AND WEAR RESISTANCE PROPERTIES	ES
RA Brands, L.L.C.	06849352.7	FIREARM WITH ENHANCED CORROSION AND WEAR RESISTANCE PROPERTIES	FR
RA Brands, L.L.C.	06849352.7	FIREARM WITH ENHANCED CORROSION AND WEAR RESISTANCE PROPERTIES	GB
RA Brands, L.L.C.	195333	GAS OPERATED FIREARM	IL
RA Brands, L.L.C.	214865	CLAMPED GAS BLOCK FOR BARREL	IL
RA Brands, L.L.C.	06849352.7	FIREARM WITH ENHANCED CORROSION AND WEAR RESISTANCE PROPERTIES	IT
RA Brands, L.L.C.	MX/a/2010/009720	ACTION RATE CONTROL SYSTEM	MX
RA Brands, L.L.C.	MX/A/2011/013871	GAS SYSTEM FOR FIREARMS	MX

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RA Brands, L.L.C.	MX/a/2011/009787	CLAMPED GAS BLOCK FOR BARREL	MX
RA Brands, L.L.C.	MX/A/2011/009789	TRIGGER ENGAGEMENT LINK FOR FIREARM	MX
RA Brands, L.L.C.	MX/a/2011/008112	SHOTSHELL WAD WITH SHOT CONFINEMENT FEATURE	MX
RA Brands, L.L.C.	MX/A/2011/013874	HAND GUARD ATTACHMENT SYSTEM FOR FIREARMS	MX
RA Brands, L.L.C.	MX/F/2010/003527	GAS BLOCK	MX
RA Brands, L.L.C.	MX/A/2011/013876	GAS PLUG RETENTION AND REMOVAL DEVICE	MX
RA Brands, L.L.C.	MX/A/2008/014826	GAS OPERATING SYSTEM FOR FIREARMS	MX
RA Brands, L.L.C.	MX/a/2010/002315	PIVOTING, NON- DETACHABLE MAGAZINE	MX
RA Brands, L.L.C.	MX/a/2010/002314	GAS SYSTEM FOR FIREARMS	MX
RA Brands, L.L.C.	MX/a/2010/002598	RECEIVER-STOCK CONNECTOR	MX
RA Brands, L.L.C.	MX/a/2010/002313	TIPPED PROJECTILES	MX
RA Brands, L.L.C.	MX/A/2011/004500	WAD WITH IGNITION CHAMBER	MX

(8) FGI Finance Inc.

UNITED STATES PATENTS: None.

OTHER PATENTS: None.

Execution Version

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement") is dated as of April 19, 2012, by and among **FGI OPERATING COMPANY, LLC**, a Delaware limited liability company ("Borrower"), **REMINGTON ARMS COMPANY, LLC.**, a Delaware limited liability company ("Remington"), **ADVANCED ARMAMENT CORP., LLC**, a Delaware limited liability company ("AAC"), **E-RPC, LLC**, a Delaware limited liability company ("E-RPC"), **PARA USA, LLC**, a Delaware limited liability company ("Para"), **BARNES BULLETS, LLC**, a Delaware limited liability company ("Barnes"), **RA BRANDS, L.L.C.**, a Delaware limited liability company ("Brands"), and **FGI FINANCE INC.**, a Delaware corporation ("Finance," and together with Remington, AAC, E-RPC, Para, Barnes and Brands, hereinafter referred to individually as a "Guarantor" and collectively as the "Guarantors"), and **BANK OF AMERICA, N.A.**, a national banking association, in its capacity as administrative agent and co-collateral agent (together with its successors in such capacity, "Agent") for the Secured Parties (as hereinafter defined).

Recitals:

Borrower and Guarantors (each a "Company" and collectively, the "Companies") are parties to a Term Loan Agreement, dated on or about the date hereof, with Agent, FGI HOLDING COMPANY, LLC, a Delaware limited liability company ("Holdings"), and certain financial institutions ("Lenders"), pursuant to which Agent and Lenders may from time to time make loans to Borrower, which loans are guaranteed by Guarantors and Holdings and secured by liens upon substantially all of the assets of each Company and certain assets of Holdings (as at any time amended, restated, modified or supplemented, the "Loan Agreement").

Lenders are willing to make loans to the Borrower from time to time pursuant to the terms of the Loan Agreement, provided that the Companies execute and deliver this Agreement to Agent.

In consideration for, among other things, the execution and delivery of the Loan Agreement by the Agent and the Lenders, each of the Companies agrees to grant a first priority security interest to the Agent, for the benefit of the Lenders and the other Secured Parties (as defined in the Loan Agreement), in and to the Collateral described herein, in each case in order to ensure and secure the full and prompt payment and performance of the Obligations (as defined in the Loan Agreement) in the case of Borrower, and the Guaranteed Obligations (as defined in the Loan Agreement) in the case of Guarantors (together, the "Secured Obligations"), all on the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Companies hereby agrees with Agent as follows:

1. Definitions. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement. As used herein, the term "Full Payment" shall mean full and final payment of the Secured Obligations and termination of the Commitments; and the term "UCC" shall mean the Uniform

Commercial Code as in effect in the State of New York, and any successor statute, as in effect from time to time.

2. **Grant of Security Interest in Collateral.** To secure the prompt payment and performance of all of the Secured Obligations, each Company hereby grants, assigns and pledges to Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the following property of such Company, whether now existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) the entire right, title and interest of such Company in and to all patents, patent registrations, and patent applications, including, without limitation, the patents and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all re-issues, divisions, continuations, renewals, extensions and continuations in part thereof, (ii) the right to sue for past, present and future infringements, misappropriations or dilutions thereof, (iii) all rights corresponding thereto throughout the world and (iv) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and all damages and payments for past or future infringements, misappropriations or dilutions thereof and all other proceeds of the foregoing, (all of the foregoing patents, patent registrations and patent applications are hereinafter collectively referred to as the "Patents", and together with the items described in clauses (i)-(iv), as the "Patent Collateral");

(b) the entire right, title and interest of such Company in and to all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit B attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all re-issues, continuations, extensions and renewals thereof, (ii) the right to sue for past, present and future infringements, misappropriations or dilutions thereof, (iii) the goodwill of such Company's business connected with and symbolized by the foregoing, (iv) all rights corresponding thereto throughout the world and (v) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and all damages and payments for past or future infringements, misappropriations or dilutions thereof, and all other proceeds of the foregoing (all of the foregoing trademarks, trademark registrations and trademark applications are hereinafter collectively referred to as the "Trademarks", and together with the items described in clauses (i)-(v), as the "Trademark Collateral");

(c) the entire right, title and interest of such Company in and to all copyrights, copyright registrations and recordings thereof, and copyright applications, including, without limitation, the copyrights and applications listed on Exhibit C attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all continuations, renewals, and extensions thereof, (ii) the right to sue for past, present and future infringements, misappropriations or dilutions thereof, (iii) all rights corresponding thereto throughout the world and (iv) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and all damages and payments for past or

future infringements, misappropriations or dilutions thereof, and all other proceeds of the foregoing, (all of the foregoing copyrights, copyright registrations and copyright applications are hereinafter collectively referred to as the "Copyrights", and together with the items described in clauses (i)-(iv), as the "Copyright Collateral"); and

(d) any and all rights now owned or hereafter acquired by any Company (but not the obligations of such Company) under any written agreement granting any exclusive right to use any other Person's patents, trademarks, or copyrights, or applications therefor, including, without limitation, the patents, trademarks and copyrights and applications therefor listed on Exhibit D attached hereto and made a part hereof, to the extent permitted thereunder, and all proceeds of the foregoing (all of the foregoing licenses and other agreements are hereinafter collectively referred to as the "Intellectual Property Licenses").

3. Representations and Warranties. Each Company represents and warrants to Agent and the other Secured Parties that, to such Company's knowledge:

(a) Each of the Patents, Trademarks and Copyrights of such Company is valid and enforceable, and has not been adjudged invalid or unenforceable, in whole or in part;

(b) Subject to the exceptions disclosed in the attached Exhibits and except for Permitted Liens and licenses permitted pursuant to paragraphs 6 and 7 below, such Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any Liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such Company not to sue third Persons; and

(c) No claim or litigation is pending or threatened against or affecting such Company contesting its right to sell or use any Intellectual Property Collateral that would reasonably be expected to have a Material Adverse Effect.

4. Covenants Regarding Collateral. Each Company covenants and agrees with Agent and the other Secured Parties with respect to its respective portion of the Intellectual Property Collateral that,

(a) Except for those Patents, Trademarks and Copyrights abandoned or disposed of by such Company in the ordinary course of business (provided such abandonment or disposition individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect and, to the extent any Event of Default then exists, Companies have obtained the written consent of Agent to such abandonment or disposition), such Company has used, and will continue to use for the duration of this Agreement, to the extent commercially reasonable and practicable, proper statutory notice in connection with its use of the material Patents, Trademarks and Copyrights and has made, and will continue to make, to the extent commercially reasonable and practicable, all appropriate filings with the United States Patent & Trademark Office or United States Copyright Office, as applicable, and any applicable foreign filing offices to maintain the material Patents, Trademarks and Copyrights in existence, and take such other actions as may be

necessary to maintain the registration thereof without loss of protection therefor, including, without limitation, the filing of all applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings;

(b) Such Company will use commercially reasonable efforts to maintain the quality of the products associated with the Trademarks of such Company except for those Trademarks abandoned by such Company in the ordinary course of business (provided such abandonment individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect and, to the extent any Event of Default then exists, Companies have obtained the written consent of Agent to such abandonment), at a level reasonably consistent with the quality at the time of this Agreement; and

(c) Such Company shall use commercially reasonable efforts to preserve, protect and maintain all of its rights, powers, privileges, remedies and benefits under and with respect to each of the Intellectual Property Licenses.

5. No Assumption of Intellectual Property Licenses. Neither this Assignment nor any action taken by Agent or any other Secured Party pursuant to the terms hereof shall constitute an assumption by any such Secured Party of any obligations under any of the Intellectual Property Licenses, and the Companies shall continue to be liable for all obligations of the Companies thereunder.

6. Access to Collateral; License To Use Collateral, Royalties and Term.

(a) [Reserved.]

(b) Each Company hereby grants to Agent for the ratable benefit of the Secured Parties a non-exclusive, assignable right and license, during the existence of an Event of Default, (i) under each of its Patents, Trademarks and Copyrights, and (ii) under any Intellectual Property License held by such Company with respect to any patents, trademarks or copyrights owned by any person or entity other than such Company to the extent permitted under such Intellectual Property License, in each case to use such Patents, Trademarks and Copyrights and the patents, trademarks and copyrights subject to such Intellectual Property Licenses, in order to complete work-in-process and to sell any Inventory or other Collateral utilizing or incorporating any such Patents, Trademarks and Copyrights and the patents, trademarks and copyrights subject to such Intellectual Property Licenses to the extent that such license is reasonably necessary to permit or to facilitate the collection, during the existence of an Event of Default, of any accounts of such Company or the disposition, during the existence of an Event of Default, of any Inventory or other Collateral (the "Secured Party License"). The Secured Party License shall be without royalty or any other payments or fees by Agent or any of the other Secured Parties to any Company and the permitted use by Agent thereunder (i) shall be co-extensive with such Company's rights under the Patents, Trademarks and Copyrights and the Intellectual Property Licenses, and (ii) shall be limited only by those restrictions to which Companies are subject under the Patents, Trademarks and Copyrights and the Intellectual Property Licenses.

7. Third-Party Licenses. Until Full Payment of the Secured Obligations, no Company shall enter into any license agreement relating to any of the Intellectual Property Collateral

with any Person except as permitted under the Loan Agreement or otherwise in the ordinary course of such Company's business; provided, that, no Company shall become a party to any agreement with any Person that is inconsistent with the Company's obligations under this Agreement or that would reasonably be expected to restrict or inhibit in any material respect Agent's rights to sell or otherwise dispose of the Intellectual Property Collateral or any part thereof during the existence of an Event of Default.

8. After-Acquired Collateral. If, before Full Payment of the Secured Obligations, any Company shall obtain rights to any new patentable inventions, trademarks or copyrights, or shall become entitled to the benefit of (i) any patent application or patent or any reissue, division, continuation, renewal, extension or continuation in part of any existing Patent or any improvement on any Patent, (ii) any trademark application or trademark or any renewal of any existing Trademark, or (iii) any new copyrights or any modification of any existing Copyright, the provisions of paragraph 2 hereof shall automatically apply thereto, and such Company shall give to Agent notice thereof in writing within forty-five (45) days after the end of the calendar quarter in which any registration or application relating to such right or interest is filed or obtained.

9. Amendments. Each Company hereby irrevocably authorizes and empowers Agent to modify this Agreement from time to time by amending Exhibits A, B, C and D, as applicable, to include any future patents, trademarks and copyrights, and applications therefor, and licenses with respect thereto, in each case pursuant to paragraphs 2 and 8 hereof.

10. Remedies.

(a) At any time that an Event of Default exists, Agent shall have, in addition to all other rights and remedies given it by this Agreement, the Security Agreement, the Loan Agreement and the other Financing Agreements, all rights and remedies under applicable law and all rights and remedies of a secured party under the UCC and all other rights and remedies under any other applicable law.

(b) Without limiting the generality of the foregoing remedies with respect to the Intellectual Property Collateral, prior to any sale or other disposition of any of the Intellectual Property Licenses or of any right, remedy or privilege of the Companies thereunder, Agent shall have the right, at any time that an Event of Default exists, and subject to the terms of the limitations of the applicable Intellectual Property License (and to the extent permitted thereby), to (i) use and enjoy the rights and benefits of the Intellectual Property Licenses; (ii) exercise any rights, powers and remedies of the Companies in connection with any of the Intellectual Property Licenses, including, but not limited to, any rights of the Companies to demand or otherwise require payment of any amount under, or performance of any provision of, any of the Intellectual Property Licenses and to modify, amend, terminate, replace, settle or compromise any right or claim under any of the Intellectual Property Licenses; (iii) prosecute any action or proceeding with respect to any of the Intellectual Property Licenses; (iv) use, and permit any purchaser of any of the Intellectual Property Licenses from Agent to use, without charge, the Companies' labels, general intangibles, advertising matter or any property of a similar nature, as it pertains to or is included in any of the Intellectual Property Licenses, in advertising, preparing for sale and selling any Inventory and in finishing the manufacture, processing, fabrication, packaging and delivery of any Inventory; and (v) collect, receive, appropriate, repossess and realize upon all or any part of the

Inventory or the Intellectual Property Licenses, and Agent may forthwith sell, lease, assign, give options to purchase or sell or otherwise dispose of and deliver all or any part of the Inventory (or contract to do so), for cash, on credit or for future delivery without assumption of any credit risk. The rights, remedies, powers, benefits and privileges provided for herein shall be in addition to, and not in lieu of the rights, remedies, powers, benefits and privileges contained in the Loan Agreement, the Security Agreement or any of the other Financing Agreements and may be exercised concurrently with the exercise of any other right, remedy, power, benefit or privilege available to Agent under the Loan Agreement, the Security Agreement or any of the other Financing Agreements or applicable law. Agent shall apply any proceeds received to the payment of the Secured Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of the Secured Obligations shall be paid over to the Companies to the extent permitted by applicable law.

11. Appointment of Agent as Attorney-in-Fact. Each Company hereby makes, constitutes and appoints Agent, and any officer or agent of Agent as Agent may select, as such Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse the Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration or maintenance of or to use the Patents, Trademarks or Copyrights, or to grant or issue any exclusive or nonexclusive license under the Patents, Trademarks or Copyrights to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Collateral to any other Person. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable upon the occurrence and during the continuation of an Event of Default until Full Payment of the Secured Obligations.

12. Fees and Expenses of Agent. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Agent in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent & Trademark Office or United States Copyright Office, as applicable, or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens, or otherwise protecting, maintaining, or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Companies in accordance with the provisions of the Loan Agreement or, if paid by Agent in its sole discretion, shall be reimbursed by the Companies to Agent **on demand** by Agent and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at the per annum interest rate then applicable for Base Rate Loans in each case subject to the limitations set forth in Sections 9.7 and 12.5 of the Loan Agreement.

13. Infringement, Misappropriation and Dilution; Prosecution of Pending Applications; Abandonment. Except with respect to (i) those Patents, Trademarks and Copyrights abandoned or disposed of by such Company in the ordinary course of business (provided such abandonment or disposition individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect and, to the extent any Event of Default then exists, Companies

have obtained the written consent of Agent to such abandonment or disposition), and (ii) those Intellectual Property Licenses that such Company is permitted to cancel, surrender or release under the terms of this Agreement and the Security Agreement:

(a) Each Company shall use commercially reasonable efforts to detect any infringement, misappropriation or dilution of the Patents, Trademarks and Copyrights, and of any of the Intellectual Property Licenses, and shall notify Agent in writing of material infringements, misappropriation or dilution detected. Subject to such Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default, upon Agent's request, each Company shall (i) prosecute diligently any application for a patent, trademark or copyright pending as of the date of this Agreement or thereafter until Full Payment of the Secured Obligations, (ii) make federal application on unpatented but patentable inventions, registrable but unregistered trademarks and copyrights, (iii) file and prosecute opposition and cancellation proceedings and lawsuits to protect or enforce any of the Patents, Trademarks or Copyrights and (iv) do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in such Patents, Trademarks and Copyrights, and the Intellectual Property Licenses, and applications therefor, unless in any such case no Event of Default then exists and the applicable Company has determined that such Patent, Trademark or Copyright, or Intellectual Property License, is not material to the conduct of its business.

(b) Any expenses incurred in connection with such applications or proceedings shall be borne jointly and severally by the Companies in accordance with the provisions of the Loan Agreement.

No Company shall abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or patent, trademark or copyright without the prior written consent of Agent, unless no Event of Default then exists and the applicable Company has determined that the applicable patent, trademark or copyright is not material to the conduct of its business.

14. **Agent's Right To File Suit.** Notwithstanding anything to the contrary contained in paragraph 13 hereof, at any time that an Event of Default exists, Agent shall have the right (but shall in no way be obligated) to bring suit instead in its own name to enforce the Patents, Trademarks or Copyrights, and the Secured Party License hereunder, or to defend any suit or counterclaim in its own name to protect such Patents, Trademarks or Copyrights, and the Secured Party License hereunder, in either of which events each Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, or defense, and the Company shall promptly, **upon demand**, reimburse and indemnify Agent for all reasonable costs and expenses incurred in the exercise of Agent's rights under this paragraph 14. Agent shall apply any proceeds from such suit under this paragraph 14 to the payment of the Secured Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of the Secured Obligations shall be paid over to the Companies to the extent permitted by applicable law. This paragraph in no way affects such Company's right to join or bring suit in its own name to enforce Patents, Trademarks or Copyrights, and the Intellec-

tual Property Licenses, or to join or defend any suit or counterclaim in its own name to protect such Patents, Trademarks or Copyrights, and the Intellectual Property Licenses.

15. **Agent's Actions on Behalf of Companies; Reimbursement.** If any Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists then, to the extent permitted by applicable law, Agent may discharge such obligations in the Company's name or in Agent's name, in Agent's sole discretion, but at Companies' expense, and Companies agree to jointly and severally reimburse Agent in full for all reasonable expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Patents, Trademarks or Copyrights, or Intellectual Property Licenses, or Agent's interest therein pursuant to this Agreement, in each case subject to the limitations set forth in Sections 9.7 and 12.5 of the Loan Agreement.

16. **No Waiver.** No course of dealing between any Company and Agent or any Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Secured Party, any right, power or privilege hereunder or under any of the other Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

17. **Remedies Cumulative.** All of Agent's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby or by any of the other Financing Agreements, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

18. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable, in whole or in part, in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. **Entire Agreement.** This Agreement, together with the other Financing Agreements, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 9 hereof.

20. **Successors and Assigns.** The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Agent and each other Secured Party and upon the successors and permitted assigns of each Company. No Company shall assign its rights or delegate its rights or assign its duties hereunder without the prior written consent of Agent.

21. **Waiver of Acceptance.** Each Company hereby waives notice of Agent's acceptance hereof.

22. **Governing Law.** This Agreement shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

23. **Waiver of Jury Trial.** To the fullest extent permitted by applicable law, each Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Collateral.

[Remainder of page intentionally left blank—signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANIES:

FGI OPERATING COMPANY, LLC

By: SFP. J
Name:
Title:

REMINGTON ARMS COMPANY, LLC

By: SFP. J
Name:
Title:

ADVANCED ARMAMENT CORP., LLC

By: Jul A. Sears
Name:
Title:

E-RPC, LLC

By: Jul A. Sears
Name:
Title:

[Signatures continue on following page.]

[Signature Page to Term Loan IP Security Agreement]

PARA USA, LLC

By: J.W. A. Sears
Name:
Title:

BARNES BULLETS, LLC

By: J.W. A. Sears
Name:
Title:

RA BRANDS, L.L.C.

By: J.W. A. Sears
Name:
Title:


FGI FINANCE INC.

By: SFT.M
Name:
Title:

[Signature Page to Term Loan IP Security Agreement]

AGENT:

BANK OF AMERICA, N.A., as Agent

By:  _____

Title: VICE PRESIDENT

[Signature Page to Term Loan IP Security Agreement]

EXHIBIT B
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Dated as of April 19, 2012

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

(1) FGI Operating Company, LLC

UNITED STATES TRADEMARKS: None.

OTHER TRADEMARKS: None.

(2) E-RPC, LLC

UNITED STATES TRADEMARKS: None.

OTHER TRADEMARKS: None.

(3) Para USA, LLC

UNITED STATES TRADEMARKS:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Para USA, LLC	1,882,081	P (AND DESIGN)
Para USA, LLC	1,882,082	PARA-ORDNANCE
Para USA, LLC	2,329,006	LDA
Para USA, LLC	2,716,330	PARA
Para USA, LLC	2,725,289	PARA COMPANION
Para USA, LLC	2,944,399	POWER EXTRACTOR
Para USA, LLC	3,114,582	CARRY SAFE
Para USA, LLC	3,313,006	POWER SLIDE
Para USA, LLC	3,620,145	PDA
Para USA, LLC	3,741,296	TACTICAL TARGET RIFLE
Para USA, LLC	3,756,672	APPRECIATION FOR SERVICE PROGRAM
Para USA, LLC	3,960,330	TTR

OTHER TRADEMARKS: None.

(4) Barnes Bullets, LLC

UNITED STATES TRADEMARKS:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Barnes Bullets, LLC	3,982,049	BARNES TSX
Barnes Bullets, LLC	3,320,532	EXPANDER
Barnes Bullets, LLC	3,753,578	TSX
Barnes Bullets, LLC	3,421,758	VARMINT GRENADE
Barnes Bullets, LLC	3,982,498	VOR-TX
Barnes Bullets, LLC	1,632,289	X BULLET
Barnes Bullets, LLC	3,168,071	XLC

OTHER TRADEMARKS: None.

(5) Remington Arms Company, LLC

UNITED STATES TRADEMARKS:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Remington Arms Company, LLC	3,257,280	20 TACTICAL
Remington Arms Company, LLC	3,287,922	20 VarTarg (Stylized)
Remington Arms Company, LLC	3,257,279	423 DAKOTA
Remington Arms Company, LLC	2,113,422	AMERICA'S GUNSMITH
Remington Arms Company, LLC	85/342,768 (Serial #)	BASIC ISSUE OPTICS
Remington Arms Company, LLC	1,521,311	BUSHMASTER (Stylized and Design)
Remington Arms Company, LLC	3,614,317	BUSHMASTER FIREARMS (Stylized and Design)
Remington Arms Company, LLC	3,934,676	BUSHMASTER FIREARMS (Stylized and Design)
Remington Arms Company, LLC	2,009,886	DAKOTA
Remington Arms Company, LLC	1,624,731	Design Only (Bull's Eye Design)
Remington Arms Company, LLC	827,078	GLENFIELD
Remington Arms Company, LLC	1,773,568	H&R 1871
Remington Arms Company, LLC	1,774,662	H&R 1871 (Design)
Remington Arms Company, LLC	4,035,431	HANDI GRIP
Remington Arms Company, LLC	2,992,010	HANDI-RIFLE
Remington Arms Company, LLC	1,749,367	HARRINGTON & RICHARDSON
Remington Arms Company, LLC	3,789,726	HUNTSMAN

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Remington Arms Company, LLC	3,397,174	MANGONEL
Remington Arms Company, LLC	55,158	MARLIN (Stylized)
Remington Arms Company, LLC	1,181,042	MARLIN (Stylized)
Remington Arms Company, LLC	4,032,817	MASTER
Remington Arms Company, LLC	1,866,917	MICRO-GROOVE
Remington Arms Company, LLC	1,517,907	NEF NEW ENGLAND FIREARMS & DESIGN
Remington Arms Company, LLC	1,777,802	NEW ENGLAND FIREARMS
Remington Arms Company, LLC	3,713,769	PANTHER
Remington Arms Company, LLC	1,540,397	PARDNER
Remington Arms Company, LLC	3,069,212	PARDNER PUMP
Remington Arms Company, LLC	1,419,124	PPC
Remington Arms Company, LLC	3,349,403	PPC
Remington Arms Company, LLC	3,893,997	PRO-FIRE
Remington Arms Company, LLC	3,411,352	RECEIVER RUG
Remington Arms Company, LLC	1,717,924	SAFETY-MINDER IS IT LOADED?
Remington Arms Company, LLC	3,980,535	SOFT TECH
Remington Arms Company, LLC	3,580,308	SPORTICAL
Remington Arms Company, LLC	1,907,839	SURVIVOR
Remington Arms Company, LLC	3,257,281	TACTICAL 20
Remington Arms Company, LLC	1,842,873	TAMER
Remington Arms Company, LLC	1,754,497	TOPPER
Remington Arms Company, LLC	85/034,415 (Serial #)	XT

OTHER TRADEMARKS:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
Remington Arms Com- pany, LLC	1,502,128 (Serial #)	Canada	BUSHMASTER FIREARMS & DESIGN
Remington Arms Com- pany, LLC	009127655	European Community	THE PROFESSIONALS CHOICE EVERYTHING ELSE IS SECOND CHOICE
Remington Arms Com- pany, LLC	2016145	Argentina	H & R
Remington Arms Com- pany, LLC	2007851	Argentina	HARRINGTON & RICHARDSON
Remington Arms Com- pany, LLC	TMA361,998	Canada	PARDNER
Remington Arms Com- pany, LLC	008744864	European Community	HANDI-GRIP
Remington Arms Com- pany, LLC	1151768	Mexico	HANDI-GRIP
Remington Arms Com- pany, LLC	382848	Uruguay	HARRINGTON
Remington Arms Com- pany, LLC	1,455,976 (Serial #)	Canada	HANDI GRIP

Remington Arms Company, LLC	1,505,887 (Serial #)	Canada	PRO-FIRE
Remington Arms Company, LLC	1,505,888 (Serial #)	Canada	SOFT TECH
Remington Arms Company, LLC	1,504,273 (Serial #)	Canada	XT
Remington Arms Company, LLC	170,023	Guatemala	HARRINGTON & RICHARDSON
Remington Arms Company, LLC	1205199	Mexico	BUSHMASTER FIREARMS & DESIGN
Remington Arms Company, LLC	1205200	Mexico	BUSHMASTER FIREARMS & DESIGN
Remington Arms Company, LLC	1205201	Mexico	BUSHMASTER FIREARMS & DESIGN
Remington Arms Company, LLC	59290	Mexico	CUSTOMIZED FLEXIBILITY LIKE NO OTHER, THIS ONE IS MINE. REMINGTON
Remington Arms Company, LLC	TM55373	Thailand	REMINGTON
Remington Arms Company, LLC	159917	Australia	MARLIN (Stylized)
Remington Arms Company, LLC	100274	Austria	MARLIN
Remington Arms Company, LLC	381417	Benelux	MARLIN
Remington Arms Company, LLC	TMA370,628	Canada	Design Only (Bull's Eye Design)
Remington Arms Company, LLC	TMDA31732	Canada	Design Only (Circle)
Remington Arms Company, LLC	TMA494,892	Canada	MARLIN
Remington Arms Company, LLC	TMDA32744	Canada	MARLIN
Remington Arms Company, LLC	96066	Colombia	MARLIN
Remington Arms Company, LLC	96068	Colombia	MICRO-GROOVE
Remington Arms Company, LLC	3886/82	Denmark	MARLIN
Remington Arms Company, LLC	009547101	European Community	PRO-FIRE
Remington Arms Company, LLC	009547159	European Community	SOFT TECH
Remington Arms Company, LLC	009513061 (Serial #)	European Community	XT
Remington Arms Company, LLC	88337	Finland	MARLIN
Remington Arms Company, LLC	1202148	France	MARLIN
Remington Arms Company, LLC	1046291	Germany	MARLIN

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pany, LLC			
Remington Arms Company, LLC	71581	Greece	MARLIN
Remington Arms Company, LLC	036541	Guatemala	GLENFIELD
Remington Arms Company, LLC	36539	Guatemala	MARLIN
Remington Arms Company, LLC	36540	Guatemala	MICRO-GROOVE
Remington Arms Company, LLC	1033275	Italy	MARLIN
Remington Arms Company, LLC	1137069 (Serial #)	Mexico	PRO-FIRE
Remington Arms Company, LLC	1201600	Mexico	SOFT TECH
Remington Arms Company, LLC	1199181	Mexico	XT
Remington Arms Company, LLC	141264	New Zealand	MARLIN
Remington Arms Company, LLC	10268	Nicaragua	GLENFIELD
Remington Arms Company, LLC	10274	Nicaragua	MARLIN
Remington Arms Company, LLC	45308	Nicaragua	MICRO-GROOVE
Remington Arms Company, LLC	116379	Norway	MARLIN
Remington Arms Company, LLC	23436	Panama	GLENFIELD
Remington Arms Company, LLC	186341	Panama	MARLIN
Remington Arms Company, LLC	23488	Panama	MICRO-GROOVE
Remington Arms Company, LLC	206508	Paraguay	GLENFIELD
Remington Arms Company, LLC	205602	Paraguay	MARLIN
Remington Arms Company, LLC	318251	Paraguay	MICRO-GROOVE
Remington Arms Company, LLC	215412	Portugal	MARLIN
Remington Arms Company, LLC	1506915	Spain	MARLIN
Remington Arms Company, LLC	182752	Sweden	MARLIN
Remington Arms Company, LLC	317594	Switzerland	MARLIN
Remington Arms Company, LLC	649814	United Kingdom	MARLIN
Remington Arms Company, LLC	F096594	Venezuela	GLENFIELD

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Remington Arms Company, LLC	F096595	Venezuela	MARLIN
Remington Arms Company, LLC	F096593	Venezuela	MICRO-GROOVE

(6) Advanced Armament Corp., LLC

UNITED STATES TRADEMARKS:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Advanced Armament Corp., LLC	3,484,206	AAC & Design
Advanced Armament Corp., LLC	3,954,438	AAC (Stylized)
Advanced Armament Corp., LLC	3,484,788	ADVANCED ARMAMENT CORP. MADE IN U.S.A. (Skull Logo Design)
Advanced Armament Corp., LLC	3,484,205	ADVANCED ARMAMENT & Design
Advanced Armament Corp., LLC	3,491,907	ADVANCED ARMAMENT CORP.
Advanced Armament Corp., LLC	3,746,509	ADVANCED ARMAMENT CORP. SILENCER SHOOT & SEMINAR
Advanced Armament Corp., LLC	77/770,899 (Serial #)	ADVANCED ARMAMENT CORP. SILENCERS MADE IN THE USA & Design
Advanced Armament Corp., LLC	3,746,510	BLACKOUT
Advanced Armament Corp., LLC	3,954,435	BRAKEOUT
Advanced Armament Corp., LLC	3,954,437	Design (Circle Logo)
Advanced Armament Corp., LLC	3,709,600	SCILENT
Advanced Armament Corp., LLC	3,484,735	SEE NO EVIL. HEAR NO EVIL. SPEAK NO EVIL. ADVANCED-ARMAMENT.COM & Design
Advanced Armament Corp., LLC	3,954,432	SILENT ARMY
Advanced Armament Corp., LLC	3,649,499	Soldier Design
Advanced Armament Corp., LLC	3,954,433	TI-RANT

OTHER TRADEMARKS: None.

(7) RA Brands, L.L.C.

UNITED STATES TRADEMARKS:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
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RA Brands, L.L.C.	1,095,914	ACCELERATOR
RA Brands, L.L.C.	4,019,998	ACR
RA Brands, L.L.C.	3,946,418	ADAPTIVE COMBAT RIFLE
RA Brands, L.L.C.	2,978,531	AIRMASTER
RA Brands, L.L.C.	3,822,400	ARMORLOKT
RA Brands, L.L.C.	3,902,248	BACR
RA Brands, L.L.C.	292,568	BLUE ROCK
RA Brands, L.L.C.	2,041,024	BRITEBORE (STYLIZED)
RA Brands, L.L.C.	735,158	BRUSHMASTER (Stylized)
RA Brands, L.L.C.	2,841,836	BUCKHAMMER
RA Brands, L.L.C.	3,055,409	BULLET (WORD)
RA Brands, L.L.C.	3,198,065	BULLET DESIGN
RA Brands, L.L.C.	1,648,789	CBEE22
RA Brands, L.L.C.	2,082,805	COMPACT ALLOY
RA Brands, L.L.C.	3,500,765	COPPER SOLID
RA Brands, L.L.C.	1,631,525	COPPER-LOKT
RA Brands, L.L.C.	530,361	CORE-LOKT
RA Brands, L.L.C.	3,287,241	CUSTOM CARRY
RA Brands, L.L.C.	3,772,046	DESERT RECON
RA Brands, L.L.C.	2,288,199	DISINTEGRATOR
RA Brands, L.L.C.	3,800,934	DOUBLE STRIKE
RA Brands, L.L.C.	3,406,987	DROP-DEAD BETTER
RA Brands, L.L.C.	1,487,521	DUPLEX
RA Brands, L.L.C.	3,610,508	E. REMINGTON & SONS, ILION, N.Y.
RA Brands, L.L.C.	3,337,309	ECHO
RA Brands, L.L.C.	3,309,831	ELITE HUNTER
RA Brands, L.L.C.	3,599,384	ELITE SKINNER
RA Brands, L.L.C.	3,932,377	ERPC
RA Brands, L.L.C.	2,553,080	ETRONX
RA Brands, L.L.C.	3,337,310	EXCURSION
RA Brands, L.L.C.	1,629,078	EXPRESS
RA Brands, L.L.C.	2,031,473	EXPRESS
RA Brands, L.L.C.	3,148,490	F.A.S.T.
RA Brands, L.L.C.	3,145,310	FAST ACTION SOFT TOUCH
RA Brands, L.L.C.	346,422	FIELDMASTER
RA Brands, L.L.C.	2,843,452	FIELDMASTER
RA Brands, L.L.C.	797,013	FIRE BALL
RA Brands, L.L.C.	85/446,381 (Serial #)	FLIP THE SWITCH
RA Brands, L.L.C.	3,456,762	GOLDEN SABER
RA Brands, L.L.C.	2,498,142	GREAT EASTERN
RA Brands, L.L.C.	2,132,273	GREEN (Box)
RA Brands, L.L.C.	2,673,478	GREEN (Bullet With Green Casing)
RA Brands, L.L.C.	2,220,937	GUN CLUB
RA Brands, L.L.C.	3,614,383	HI-SPEED
RA Brands, L.L.C.	3,929,560	HYPERSONIC STEEL
RA Brands, L.L.C.	2,121,942	INJECT ALLOY
RA Brands, L.L.C.	1,399,828	INJECTALLOY

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PATENT
REEL: 028124 FRAME: 0543

RA Brands, L.L.C.	223,998	KLEANBORE
RA Brands, L.L.C.	3,365,501	MANAGED-RECOIL
RA Brands, L.L.C.	2,059,534	MARINE MAGNUM
RA Brands, L.L.C.	85/418,917 (Serial #)	MOISTUREGUARD
RA Brands, L.L.C.	4,026,621	MSR
RA Brands, L.L.C.	2,041,087	NITRO 27
RA Brands, L.L.C.	1,086,881	NITRO MAG
RA Brands, L.L.C.	3,609,442	NITRO MAG
RA Brands, L.L.C.	3,397,580	NITRO PHEASANT
RA Brands, L.L.C.	3,397,579	NITRO TURKEY
RA Brands, L.L.C.	3,365,502	NITRO-STEEL
RA Brands, L.L.C.	2,614,687	PARKER
RA Brands, L.L.C.	3,545,027	PARKER
RA Brands, L.L.C.	324,506	PETERS
RA Brands, L.L.C.	3,020,566	PETERS
RA Brands, L.L.C.	60,728	PETERS (Stylized)
RA Brands, L.L.C.	3,387,463	POWER LEVEL
RA Brands, L.L.C.	799,017	POWER PISTON (Stylized)
RA Brands, L.L.C.	818,517	POWER-LOKT (Stylized)
RA Brands, L.L.C.	1,908,366	PREMIER
RA Brands, L.L.C.	3,556,214	PREMIER
RA Brands, L.L.C.	3,248,505	PROBORE
RA Brands, L.L.C.	2,061,907	R (Stylized)
RA Brands, L.L.C.	2,211,023	R (Stylized)
RA Brands, L.L.C.	4,023,818	R700 & DESIGN
RA Brands, L.L.C.	336,055	RANGEMASTER
RA Brands, L.L.C.	3,219,107	REALWOOD
RA Brands, L.L.C.	1,960,454	REM
RA Brands, L.L.C.	85/252,061 (Serial #)	REM
RA Brands, L.L.C.	3,080,581	REM DRI
RA Brands, L.L.C.	330,832	REMINGTON
RA Brands, L.L.C.	745,041	REMINGTON
RA Brands, L.L.C.	1,092,498	REMINGTON
RA Brands, L.L.C.	1,843,652	REMINGTON
RA Brands, L.L.C.	1,908,358	REMINGTON
RA Brands, L.L.C.	2,019,103	REMINGTON
RA Brands, L.L.C.	2,091,798	REMINGTON
RA Brands, L.L.C.	2,109,608	REMINGTON
RA Brands, L.L.C.	2,282,454	REMINGTON
RA Brands, L.L.C.	2,377,947	REMINGTON
RA Brands, L.L.C.	2,872,763	REMINGTON
RA Brands, L.L.C.	85/427,997 (Serial #)	REMINGTON
RA Brands, L.L.C.	187,871	REMINGTON (Stylized and Underlined)
RA Brands, L.L.C.	2,029,536	REMINGTON (Stylized Printed)
RA Brands, L.L.C.	1,027,328	REMINGTON (Stylized)
RA Brands, L.L.C.	2,012,463	REMINGTON (Stylized)
RA Brands, L.L.C.	2,035,984	REMINGTON (STYLIZED)
RA Brands, L.L.C.	2,792,880	REMINGTON (Stylized)
RA Brands, L.L.C.	2,821,830	REMINGTON (Stylized)

RA Brands, L.L.C.	2,824,186	REMINGTON (Stylized)
RA Brands, L.L.C.	2,824,187	REMINGTON (Stylized)
RA Brands, L.L.C.	2,824,188	REMINGTON (Stylized)
RA Brands, L.L.C.	2,824,189	REMINGTON (Stylized)
RA Brands, L.L.C.	2,824,190	REMINGTON (Stylized)
RA Brands, L.L.C.	2,824,191	REMINGTON (Stylized)
RA Brands, L.L.C.	2,872,762	REMINGTON (Stylized)
RA Brands, L.L.C.	2,995,937	REMINGTON (Stylized)
RA Brands, L.L.C.	3,001,550	REMINGTON (Stylized)
RA Brands, L.L.C.	3,339,403	REMINGTON (STYLIZED)
RA Brands, L.L.C.	3,999,993	REMINGTON (Stylized)
RA Brands, L.L.C.	4,086,621	REMINGTON (Stylized)
RA Brands, L.L.C.	85/128,002 (Serial #)	REMINGTON GAS PISTON
RA Brands, L.L.C.	2,591,799	REMINGTON RACING
RA Brands, L.L.C.	3,811,305	REMINGTON
		SPORTSMAN'S SERIES
		INSIGNIA EDITION
		REM-LITE
		REMTECH 2.0
		R-P (Stylized and Design)
		SENDERO
		SHOOT LIKE A GIRL . . . IF
		YOU CAN !
		SHOOT LIKE A GIRL . . . IF
		YOU CAN !
		SHOOT LIKE A GIRL . . . IF
		YOU CAN !
		SHUR SHOT
		SLUGGER
		SPARTAN GUNWORKS
		SPEEDMASTER
		SPORTSMAN
		SPORTSMAN
		SPORTSMAN
		STS
		STS
		STS
		SUPER MAG
		SUPER SLUG
		SUPER SLUG (Stylized)
		SWIFT-LOKT
		TAC 8
		TANGO
		THE REMINGTON
		SPORTSMEN'S LIBRARY
		THE VETERAN
		THUNDERBOLT
		TRINYTE
		U.M.C.
		ULTRA BONDED
		ULTRA MAG
RA Brands, L.L.C.	3,506,106	
RA Brands, L.L.C.	1,133,079	
RA Brands, L.L.C.	3,644,916	
RA Brands, L.L.C.	49,616	
RA Brands, L.L.C.	3,188,363	
RA Brands, L.L.C.	3,927,230	

RA Brands, L.L.C.	1,907,281	UMC
RA Brands, L.L.C.	4,029,749	VERSA MAX
RA Brands, L.L.C.	3,935,038	VERSAMAX
RA Brands, L.L.C.	4,007,056	VERSAPORT
RA Brands, L.L.C.	1,786,679	VIPER
RA Brands, L.L.C.	3,366,946	WHITETAIL PRO
RA Brands, L.L.C.	3,390,008	WHITETAIL PRO
RA Brands, L.L.C.	3,747,528	WINGMASTER
RA Brands, L.L.C.	541,094	WINGMASTER (Stylized)
RA Brands, L.L.C.	3,366,872	WINGMASTER HD
RA Brands, L.L.C.	3,532,502	WOODSMaster
RA Brands, L.L.C.	3,999,053	XELERATOR
RA Brands, L.L.C.	3,693,674	XHR
RA Brands, L.L.C.	3,540,721	X-MARK PRO
RA Brands, L.L.C.	1,177,128	YELLOW JACKET
RA Brands, L.L.C.	3,309,830	ZULU

OTHER TRADEMARKS:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
RA Brands, L.L.C.	1967026	Argentina	REMINGTON
RA Brands, L.L.C.	1985551	Argentina	REMINGTON (Styl- ized and Underlined)
RA Brands, L.L.C.	2131555	Argentina	REMINGTON (Styl- ized)
RA Brands, L.L.C.	818762	Australia	ETRONX
RA Brands, L.L.C.	1353562	Australia	HYPERSONIC STEEL
RA Brands, L.L.C.	1056190	Australia	PETERS
RA Brands, L.L.C.	A203107	Australia	POWER PISTON
RA Brands, L.L.C.	65782	Australia	REMINGTON
RA Brands, L.L.C.	A18407	Australia	REMINGTON (Styl- ized and Underlined)
RA Brands, L.L.C.	58032	Austria	POWER PISTON
RA Brands, L.L.C.	41764	Austria	REMINGTON
RA Brands, L.L.C.	74207	Austria	REMINGTON
RA Brands, L.L.C.	57.600	Austria	STREN
RA Brands, L.L.C.	6475	Belarus	REMINGTON
RA Brands, L.L.C.	580117	Benelux	EXPRESS
RA Brands, L.L.C.	99303	Benelux	POWER PISTON
RA Brands, L.L.C.	98650	Benelux	REMINGTON
RA Brands, L.L.C.	99281	Benelux	REMINGTON
RA Brands, L.L.C.	98651	Benelux	REMINGTON (Styl- ized and Underlined)
RA Brands, L.L.C.	315804	Benelux	REMINGTON (Styl- ized)
RA Brands, L.L.C.	99287	Benelux	REMINGTON UMC and Red Ball Design

RA Brands, L.L.C.	65258-A	Bolivia	REMINGTON
RA Brands, L.L.C.	816093091	Brazil	REMINGTON
RA Brands, L.L.C.	003360580	Brazil	REMINGTON
RA Brands, L.L.C.	003240363	Brazil	REMINGTON & BALL DEVICE
RA Brands, L.L.C.	827307241	Brazil	TRINYTE
RA Brands, L.L.C.	1,471,923 (Serial #)	Canada	ACR
RA Brands, L.L.C.	TMA805,337	Canada	ARMORLOKT
RA Brands, L.L.C.	1,478,549 (Serial #)	Canada	BACR
RA Brands, L.L.C.	TMA701,604	Canada	BULLET DESIGN
RA Brands, L.L.C.	TMA545,584	Canada	CONQUEST
RA Brands, L.L.C.	1,374,525 (Serial #)	Canada	COPPER SOLID
RA Brands, L.L.C.	TMA720,656	Canada	CUSTOM CARRY
RA Brands, L.L.C.	TMA548,072	Canada	DISINTEGRATOR
RA Brands, L.L.C.	TMA733,807	Canada	DROP-DEAD
RA Brands, L.L.C.	TMA382,702	Canada	BETTER
RA Brands, L.L.C.	TMA720,267	Canada	DUPLEX
RA Brands, L.L.C.	TMA730,154	Canada	ECHO
RA Brands, L.L.C.	TMA814,526	Canada	ELITE HUNTER
RA Brands, L.L.C.	TMA733,840	Canada	ERPC
RA Brands, L.L.C.	TA759,472	Canada	EXCURSION
RA Brands, L.L.C.	TMA759,917	Canada	F.A.S.T.
RA Brands, L.L.C.	TMA764,695	Canada	FAST ACTION
RA Brands, L.L.C.	TMA495,982	Canada	SOFT TOUCH
RA Brands, L.L.C.	TMA814,336	Canada	GOLDEN SABER
RA Brands, L.L.C.	TMA545,583	Canada	GUN CLUB
RA Brands, L.L.C.	1,471,924 (Serial #)	Canada	HYPERSONIC
RA Brands, L.L.C.	TMA711,662	Canada	STEEL
RA Brands, L.L.C.	TMA736,422	Canada	IDEAL
RA Brands, L.L.C.	TMA154692	Canada	MSR
RA Brands, L.L.C.	TMA587,761	Canada	PETERS
RA Brands, L.L.C.	TMA710,896	Canada	POWER LEVEL
RA Brands, L.L.C.	TMA497,716	Canada	POWER PISTON
RA Brands, L.L.C.	TMA683,782	Canada	POWER-LOKT
RA Brands, L.L.C.	TMA468,948	Canada	PREMIER CORE-
RA Brands, L.L.C.	TMDA020942	Canada	LOKT ULTRA
RA Brands, L.L.C.	TMA489,314	Canada	BONDED
RA Brands, L.L.C.	TMA669,968	Canada	R (Stylized)
RA Brands, L.L.C.	TMA681,490	Canada	REM DRI
RA Brands, L.L.C.	TMA752,771	Canada	REMINGTON
RA Brands, L.L.C.	TMDA16221	Canada	REMINGTON
			REMINGTON (Styl- ized)
			REMINGTON (Styl- ized)
			REMINGTON (Styl- ized)
			REMINGTON (Styl- ized)
			REMINGTON UMC and Red Ball Design

RA Brands, L.L.C.	TMA524,720	Canada	REM-LITE
RA Brands, L.L.C.	TMA524,724	Canada	REM-TECH
RA Brands, L.L.C.	TMA717,940	Canada	REMTECH 2.0
RA Brands, L.L.C.	TMA784,901	Canada	SHOOT LIKE A GIRL . . . IF YOU CAN !
RA Brands, L.L.C.	TMA386,597	Canada	SHUR SHOT
RA Brands, L.L.C.	TMA681,491	Canada	STS
RA Brands, L.L.C.	1,437,644 (Serial #)	Canada	SUPER SLUG (BLOCK LETTERS)
RA Brands, L.L.C.	1,437,645 (Serial #)	Canada	SUPER SLUG (STYLIZED)
RA Brands, L.L.C.	TMA698,747	Canada	SWIFT-LOKT
RA Brands, L.L.C.	TMA750,646	Canada	TANGO
RA Brands, L.L.C.	TMA753,455	Canada	THE VETERAN
RA Brands, L.L.C.	TMA791,056	Canada	TRINYTE
RA Brands, L.L.C.	TMA710,596	Canada	ULTRA BONDED
RA Brands, L.L.C.	1,455,975 (Serial #)	Canada	VERSAMAX
RA Brands, L.L.C.	1,495,594 (Serial #)	Canada	VERSAPORT
RA Brands, L.L.C.	TMA555,666	Canada	VORTEX
RA Brands, L.L.C.	TMA747,700	Canada	WHITETAIL PRO
RA Brands, L.L.C.	TMA799,817	Canada	WINGMASTER
RA Brands, L.L.C.	TMA487,129	Canada	WONDERLUBE
RA Brands, L.L.C.	TMA774,728	Canada	WOODSMaster
RA Brands, L.L.C.	1,488,423 (Serial #)	Canada	XELERATOR
RA Brands, L.L.C.	TMA750,647	Canada	ZULU
RA Brands, L.L.C.	1085 (Serial #)	Caribbean Nether- lands(Bonaire, St Eustatius, Saba)	REMINGTON
RA Brands, L.L.C.	606.867	Chile	REMINGTON & Ball Device
RA Brands, L.L.C.	882.915	Chile	REMINGTON (Styl- ized and Underlined)
RA Brands, L.L.C.	672.128	Chile	REMINGTON (Styl- ized)
RA Brands, L.L.C.	4575394	China (People's Republic)	PETERS
RA Brands, L.L.C.	630750	China (People's Republic)	REMINGTON
RA Brands, L.L.C.	630807	China (People's Republic)	REMINGTON
RA Brands, L.L.C.	630825	China (People's Republic)	REMINGTON
RA Brands, L.L.C.	9242352 (Serial #)	China (People's Republic)	REMINGTON (Styl- ized)
RA Brands, L.L.C.	9242353 (Serial #)	China (People's Republic)	REMINGTON (Styl- ized)
RA Brands, L.L.C.	105.703	Colombia	REMINGTON
RA Brands, L.L.C.	2640	Colombia	REMINGTON
RA Brands, L.L.C.	21743	Costa Rica	REMINGTON
RA Brands, L.L.C.	168404	Costa Rica	REMINGTON

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RA Brands, L.L.C.	15357	Curacao	REMINGTON
RA Brands, L.L.C.	3812	Curacao (Old Code)	REMINGTON
RA Brands, L.L.C.	190,834	Czech Republic	REMINGTON
RA Brands, L.L.C.	VR 1967 00566	Denmark	POWER PISTON
RA Brands, L.L.C.	VG 1962 00168	Denmark	REMINGTON
RA Brands, L.L.C.	VR 1974 01985	Denmark	REMINGTON (Stylized)
RA Brands, L.L.C.	VR 1975 04394	Denmark	REMINGTON (Stylized)
RA Brands, L.L.C.	36	Egypt	REMINGTON
RA Brands, L.L.C.	009127614	European Community	#1 AMERICAN BRAND SINCE 1816 MORE PEOPLE CHOOSE REMINGTON ACR
RA Brands, L.L.C.	008912909	European Community	ARMORLOKT
RA Brands, L.L.C.	007256688	European Community	COPPER SOLID
RA Brands, L.L.C.	006464961	European Community	CUSTOMIZED FLEXIBILITY LIKE NO OTHER, THIS ONE IS MINE.
RA Brands, L.L.C.	009127631	European Community	DROP-DEAD BETTER
RA Brands, L.L.C.	005595285	European Community	ELITE SKINNER
RA Brands, L.L.C.	006530869	European Community	ERPC
RA Brands, L.L.C.	009219221	European Community	ETRONX
RA Brands, L.L.C.	001443589	European Community	GOLDEN SABER
RA Brands, L.L.C.	006464952	European Community	HYPERSONIC STEEL
RA Brands, L.L.C.	008982803	European Community	MSR
RA Brands, L.L.C.	008912917	European Community	PETERS
RA Brands, L.L.C.	004367868	European Community	PREMIER CORE-LOKT ULTRA BONDED
RA Brands, L.L.C.	004954871	European Community	REMINGTON
RA Brands, L.L.C.	000064634	European Community	REMINGTON UMC
RA Brands, L.L.C.	008282329	European Community	REMINGTON UMC and Design
RA Brands, L.L.C.	008282361	European Community	

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RA Brands, L.L.C.	006201032	European Community	SHOOT LIKE A GIRL . . . IF YOU CAN !
RA Brands, L.L.C.	008282394	European Community	SUPER SLUG
RA Brands, L.L.C.	008347239	European Community	SUPER SLUG (Stylized)
RA Brands, L.L.C.	004314548	European Community	TRINYTE
RA Brands, L.L.C.	004907507	European Community	ULTRA BONDED
RA Brands, L.L.C.	007415466	European Community	ULTRA MAG
RA Brands, L.L.C.	008615411	European Community	VERSAMAX
RA Brands, L.L.C.	009344896	European Community	VERSAPORT
RA Brands, L.L.C.	008134413	European Community	WINGMASTER
RA Brands, L.L.C.	009222589	European Community	XELERATOR
RA Brands, L.L.C.	200,172	Finland	EXPRESS
RA Brands, L.L.C.	221597	Finland	POWER-LOKT
RA Brands, L.L.C.	221596	Finland	REMINGTON
RA Brands, L.L.C.	223667	Finland	REMINGTON ULTRA
RA Brands, L.L.C.	1471364	France	CORE-LOKT
RA Brands, L.L.C.	95573376	France	EXPRESS
RA Brands, L.L.C.	1471365	France	KLEANBORE
RA Brands, L.L.C.	1354441	France	POWER PISTON
RA Brands, L.L.C.	1471363	France	POWER-LOKT
RA Brands, L.L.C.	1223308	France	REMINGTON
RA Brands, L.L.C.	1471368	France	REMINGTON
RA Brands, L.L.C.	1630467	France	REMINGTON
RA Brands, L.L.C.	1471367	France	SHUR SHOT
RA Brands, L.L.C.	39522063	Germany	EXPRESS
RA Brands, L.L.C.	1093458	Germany	PETERS
RA Brands, L.L.C.	835604	Germany	POWER PISTON
RA Brands, L.L.C.	348084	Germany	REMINGTON
RA Brands, L.L.C.	869020	Germany	REMINGTON
RA Brands, L.L.C.	928,260	Germany	REMINGTON
RA Brands, L.L.C.	142885	Greece	EXPRESS
RA Brands, L.L.C.	35834	Greece	POWER PISTON
RA Brands, L.L.C.	49834	Greece	REMINGTON
RA Brands, L.L.C.	I4337	Greece	REMINGTON
RA Brands, L.L.C.	12409	Guatemala	REMINGTON
RA Brands, L.L.C.	64504	Honduras	REMINGTON
RA Brands, L.L.C.	04780	Hong Kong	REMINGTON
RA Brands, L.L.C.	17800	Israel	REMINGTON
RA Brands, L.L.C.	714454	Italy	EXPRESS
RA Brands, L.L.C.	659,603	Italy	REMINGTON

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RA Brands, L.L.C.	898380	Italy	REMINGTON
RA Brands, L.L.C.	1097635	Italy	REMINGTON
RA Brands, L.L.C.	8554	Jamaica	REMINGTON
RA Brands, L.L.C.	5346205	Japan	HYPERSONIC STEEL
RA Brands, L.L.C.	0416557	Japan	REMINGTON
RA Brands, L.L.C.	4909352	Japan	TRINYTE
RA Brands, L.L.C.	5377	Kazakhstan	REMINGTON
RA Brands, L.L.C.	40258978	Korea, Republic of	REMINGTON
RA Brands, L.L.C.	40-5564	Korea, Republic of	REMINGTON
RA Brands, L.L.C.	97799	Lebanon	REMINGTON
RA Brands, L.L.C.	18989/195	Liberia	REMINGTON
RA Brands, L.L.C.	M/31841	Malaya	REMINGTON
RA Brands, L.L.C.	95/03574	Malaysia	REMINGTON
RA Brands, L.L.C.	M/85845	Malaysia	REMINGTON
RA Brands, L.L.C.	1161101	Mexico	ACR
RA Brands, L.L.C.	1176692	Mexico	ERPC
RA Brands, L.L.C.	1162499	Mexico	HYPERSONIC STEEL
RA Brands, L.L.C.	1161100	Mexico	MSR
RA Brands, L.L.C.	952523	Mexico	PETERS
RA Brands, L.L.C.	20059	Mexico	REMINGTON
RA Brands, L.L.C.	291554	Mexico	REMINGTON
RA Brands, L.L.C.	910051	Mexico	REMINGTON (Styl- ized)
RA Brands, L.L.C.	995,340	Mexico	REMINGTON (Styl- ized)
RA Brands, L.L.C.	943760	Mexico	REMINGTON (Styl- ized)
RA Brands, L.L.C.	64421	Mexico	SHUR SHOT
RA Brands, L.L.C.	894549	Mexico	STS
RA Brands, L.L.C.	1134294	Mexico	VERSAMAX
RA Brands, L.L.C.	1194717	Mexico	VERSAPORT
RA Brands, L.L.C.	1174096	Mexico	XELERATOR
RA Brands, L.L.C.	51325	Montenegro	REMINGTON
RA Brands, L.L.C.	821770	New Zealand	HYPERSONIC STEEL
RA Brands, L.L.C.	63761	New Zealand	KLEANBORE
RA Brands, L.L.C.	131933	New Zealand	REMINGTON
RA Brands, L.L.C.	1488	Nicaragua	REMINGTON (Styl- ized)
RA Brands, L.L.C.	172.880	Norway	EXPRESS
RA Brands, L.L.C.	70691	Norway	POWER PISTON
RA Brands, L.L.C.	132892	Norway	REMINGTON
RA Brands, L.L.C.	15821	OAPI (African Union Territories)	REMINGTON
RA Brands, L.L.C.	31733	Pakistan	REMINGTON (Ball Design)
RA Brands, L.L.C.	74150	Pakistan	REMINGTON (Styl- ized)

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RA Brands, L.L.C.	8882	Panama	ized) REMINGTON (Styl- ized)
RA Brands, L.L.C.	280055	Paraguay	REMINGTON
RA Brands, L.L.C.	343409	Paraguay	REMINGTON
RA Brands, L.L.C.	76920-2001	Peru	REMINGTON
RA Brands, L.L.C.	R-98155	Poland	REMINGTON
RA Brands, L.L.C.	160158	Portugal	REMINGTON
RA Brands, L.L.C.	11210	Puerto Rico	REMINGTON
RA Brands, L.L.C.	142128	Russian Federa- tion	REMINGTON
RA Brands, L.L.C.	51325	Serbia	REMINGTON
RA Brands, L.L.C.	T95/01482C	Singapore	REMINGTON
RA Brands, L.L.C.	T59/25174	Singapore	REMINGTON in Cir- cle
RA Brands, L.L.C.	T67/41062J	Singapore	REMINGTON in Cir- cle
RA Brands, L.L.C.	T67/41063I	Singapore	REMINGTON in Cir- cle
RA Brands, L.L.C.	181110	Slovakia	REMINGTON
RA Brands, L.L.C.	59/1189	South Africa	KLEANBORE
RA Brands, L.L.C.	296/21	South Africa	REMINGTON (Styl- ized)
RA Brands, L.L.C.	107312	Spain	REMINGTON
RA Brands, L.L.C.	1947427	Spain	REMINGTON
RA Brands, L.L.C.	13679	St. Maarten	REMINGTON
RA Brands, L.L.C.	120082	Sweden	POWER PISTON
RA Brands, L.L.C.	183624	Sweden	REMINGTON
RA Brands, L.L.C.	P-469.107	Switzerland	ETRONX
RA Brands, L.L.C.	442537	Switzerland	EXPRESS
RA Brands, L.L.C.	348.376	Switzerland	POWER PISTON
RA Brands, L.L.C.	300058	Switzerland	REMINGTON
RA Brands, L.L.C.	408457	Switzerland	REMINGTON
RA Brands, L.L.C.	734414	Taiwan	REMINGTON (Styl- ized)
RA Brands, L.L.C.	131225	Turkey	REMINGTON
RA Brands, L.L.C.	12980	Ukraine	REMINGTON
RA Brands, L.L.C.	915172	United Kingdom	KLEANBORE
RA Brands, L.L.C.	896507	United Kingdom	POWER PISTON
RA Brands, L.L.C.	747428	United Kingdom	REMINGTON
RA Brands, L.L.C.	2023571	United Kingdom	REMINGTON
RA Brands, L.L.C.	1005010	United Kingdom	REMINGTON (Styl- ized)
RA Brands, L.L.C.	753173	United Kingdom	REMINGTON (Styl- ized) & Red Ball De- vice
RA Brands, L.L.C.	339739	Uruguay	REMINGTON
RA Brands, L.L.C.	12,841	Venezuela	REMINGTON
RA Brands, L.L.C.	20,914	Venezuela	REMINGTON

(8) FGI Finance Inc.

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PATENT
REEL: 028124 FRAME: 0552

UNITED STATES TRADEMARKS: None.

OTHER TRADEMARKS: None.

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PATENT
REEL: 028124 FRAME: 0553

EXHIBIT C
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Dated as of April 19, 2012

UNITED STATES COPYRIGHTS

(1) FGI Operating Company, LLC: None

(2) E-RPC, LLC: None

(3) Para USA, LLC: None

(4) Barnes Bullets, LLC: None

(5) Remington Arms Company, LLC: None

(6) Advanced Armament Corp., LLC: None

(7) RA Brands, L.L.C.

Reg. No.	Published	Registered	Description
TX-4-508-826	December 1, 1996	April 8, 1997	Remington Arms Company, Inc.: a Vision for American Industrial Enterprise"
TX-4-623-182	April 30, 1996	March 25, 1998	Remington Country
TX-5-502-022	April 1, 2001	April 10, 2001	www.remington.com
TX-5-549-172	July 1, 2001	July 13, 2001	www.remington.com: July 2000
TX-5-594-362	August 1, 2002	August 15, 2002	www.remington.com: 08/01/02
TX-5-629-853	September 18, 2001	November 2, 2001	Remington Arms Guide to Shooting and Hunting Safety
TX-5-629-854	October 1, 2001	October 31, 2001	www.remington.com
TX-5-852-739	May 20, 2002	August 1, 2002	The Remington Guide to Shotgun Basics.
VA-846-724	June 13, 1994	April 3, 1997	Fish logo
VA-1-167-453	Not before July 1, 2001	June 11, 2002	Remington Artwork (3 CD-ROMs)

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PATENT
REEL: 028124 FRAME: 0554

VAU-114-907		August 11, 1987	Remington Marsh Grass
GP99,836	April 11, 1975	July 11, 1975	"PETERS BLUE BELT AWARD BELT BUCKLE"
H64,178	March 16, 1976	April 9, 1976	"CANADIAN GEESE IN FLIGHT"
K222,150	August 4, 1971	September 16, 1971	"KNOW YOUR DUCKS" POSTER
K226,376	July 28, 1972	September 26, 1972	"KNOW YOUR UPLAND GAME BIRDS" POSTER
K231,173	August 27, 1973	October 4, 1973	"KNOW YOUR BIG GAME OF NORTH AMERICA" POSTER
GP95,854	August 16, 1974	September 10, 1974	"REMINGTON'S BELT BUCKLE FOR 75 TH ANNIVERSARY OF GRAND AMERICAN HANDICAP"
GP99,826	February 24, 1975	July 10, 1975	"PETERS LONG RUN AWARD BELT BUCKLE"
GP99,827	February 24, 1975	July 10, 1975	"PETERS HIGH GUN TROPHY BELT BUCKLE"
GP99,828	June 25, 1975	July 10, 1975	"PETERS GOLDEN DUCK BELT BUCKLE"
AA186,575		August 3, 1979	"ILLUSTRATED SKEET FUNDAMENTALS"
A215,733			"THE MANUAL OF SPORTING AMMUNITION"
A249,243			"REMINGTON ARMS IN AMERICAN HISTORY"
A369,076	April 20, 1972	September 20, 1972	"OUTDOOR TIPS"
A461,872	April 20, 1973	June 8, 1973	"REMINGTON ARMS IN AMERICAN HISTORY"

(8) FGI Finance Inc.: None

EXHIBIT D
TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Dated as of April 19, 2012

INTELLECTUAL PROPERTY LICENSES

COMPANY	APPLICABLE INTELLECTUAL PROPERTY	AGREEMENT	LICENSOR	SCOPE OF LICENSE