

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4892739

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
FGI OPERATING COMPANY, LLC	03/28/2018
REMINGTON ARMS COMPANY, LLC	03/28/2018
BARNES BULLETS, LLC	03/28/2018
FGI HOLDING COMPANY, LLC	03/28/2018
RA BRANDS, L.L.C.	03/28/2018
FGI FINANCE INC.	03/28/2018
TMRI, INC.	03/28/2018

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	ONE BRYANT PARK
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036

PROPERTY NUMBERS Total: 231

Property Type	Number
Patent Number:	6880282
Patent Number:	5233777
Patent Number:	5479737
Patent Number:	5487232
Patent Number:	5606825
Patent Number:	RE37968
Patent Number:	5761841
Patent Number:	6761101
Patent Number:	6283006
Patent Number:	6732467
Patent Number:	6945154
Patent Number:	D580007
Patent Number:	D595385
Patent Number:	7810271

PATENT

Property Type	Number
Patent Number:	5339743
Patent Number:	6851212
Patent Number:	6256918
Patent Number:	6341442
Patent Number:	6381892
Patent Number:	6415702
Patent Number:	6557288
Patent Number:	D562931
Patent Number:	7530191
Patent Number:	6519888
Patent Number:	6141896
Patent Number:	6173518
Patent Number:	6804906
Patent Number:	6694659
Patent Number:	6293040
Patent Number:	D584786
Patent Number:	D577409
Patent Number:	7610710
Patent Number:	D598066
Patent Number:	D582502
Patent Number:	D591382
Patent Number:	7905171
Patent Number:	7588122
Patent Number:	7905170
Patent Number:	D584787
Patent Number:	D577410
Patent Number:	7600606
Patent Number:	7987944
Patent Number:	7891282
Patent Number:	D582503
Patent Number:	D585518
Patent Number:	7610992
Patent Number:	7926404
Patent Number:	7743693
Patent Number:	7789009
Patent Number:	7661349
Patent Number:	D610221
Patent Number:	7587969

Property Type	Number
Patent Number:	7874238
Patent Number:	8096222
Patent Number:	8474361
Patent Number:	9057574
Application Number:	15165589
Application Number:	15799440
Application Number:	15816085
Application Number:	15785820
Application Number:	15869581
Application Number:	62527498
Application Number:	62490209
Application Number:	62563223
Application Number:	14315992
Application Number:	15233477
Application Number:	14561723
Application Number:	14944757
Application Number:	15002080
Application Number:	15487793
Patent Number:	6131515
Patent Number:	5806226
Patent Number:	5987798
Patent Number:	5357866
Patent Number:	6668700
Patent Number:	6651542
Patent Number:	7131366
Patent Number:	5755056
Patent Number:	RE38794
Patent Number:	6785996
Patent Number:	7188444
Patent Number:	6478903
Patent Number:	5646367
Patent Number:	5799433
Patent Number:	6240670
Patent Number:	6256917
Patent Number:	6052935
Patent Number:	6256921
Patent Number:	6427372
Patent Number:	6189431

Property Type	Number
Patent Number:	5811723
Patent Number:	5373775
Patent Number:	5448939
Patent Number:	5442874
Patent Number:	5459956
Patent Number:	5469649
Patent Number:	5467549
Patent Number:	5551180
Patent Number:	5664355
Patent Number:	5718074
Patent Number:	5684268
Patent Number:	5606817
Patent Number:	5718073
Patent Number:	5907919
Patent Number:	D400095
Patent Number:	5917143
Patent Number:	6691623
Patent Number:	5755052
Patent Number:	6073560
Patent Number:	5918401
Patent Number:	6612062
Patent Number:	6742298
Patent Number:	5872323
Patent Number:	6305115
Patent Number:	7201104
Patent Number:	8128766
Patent Number:	7814695
Patent Number:	7219461
Patent Number:	7775149
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Patent Number:	7866079
Patent Number:	7059078
Patent Number:	7334364
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Patent Number:	7516570
Patent Number:	7047685
Patent Number:	7162823
Patent Number:	7533598

Property Type	Number
Patent Number:	8112930
Patent Number:	8065949
Patent Number:	7941955
Patent Number:	7946214
Patent Number:	8109194
Patent Number:	8109025
Patent Number:	D598516
Patent Number:	8061260
Patent Number:	6272993
Patent Number:	6487972
Patent Number:	6892647
Patent Number:	7107715
Patent Number:	8597455
Application Number:	13348349
Patent Number:	9052174
Patent Number:	8522465
Patent Number:	D661364
Patent Number:	9239203
Patent Number:	8539708
Patent Number:	8418393
Patent Number:	8752484
Patent Number:	D685873
Patent Number:	8733009
Patent Number:	8261667
Patent Number:	8784583
Patent Number:	8250964
Patent Number:	8220393
Patent Number:	8726557
Application Number:	13615897
Patent Number:	6070512
Patent Number:	6385887
Patent Number:	7322143
Patent Number:	7587851
Patent Number:	8011128
Patent Number:	8429844
Patent Number:	8272306
Patent Number:	8387299
Patent Number:	8424441

Property Type	Number
Patent Number:	8443712
Patent Number:	8579075
Patent Number:	8597445
Patent Number:	8713834
Patent Number:	8782943
Patent Number:	8800422
Patent Number:	8800449
Patent Number:	8844185
Patent Number:	8850735
Patent Number:	8887426
Patent Number:	8887616
Patent Number:	8931137
Patent Number:	8950313
Patent Number:	8950333
Patent Number:	9057572
Patent Number:	9097475
Patent Number:	9188414
Patent Number:	9207052
Patent Number:	9212856
Patent Number:	9234717
Patent Number:	9297609
Patent Number:	9328981
Patent Number:	9347719
Patent Number:	9366512
Patent Number:	9383149
Patent Number:	9383154
Patent Number:	9410764
Patent Number:	9417019
Patent Number:	9464865
Patent Number:	9500423
Patent Number:	9500453
Patent Number:	9506710
Patent Number:	9506731
Patent Number:	9534876
Patent Number:	9562730
Patent Number:	9658019
Patent Number:	9746267
Patent Number:	9778002

Property Type	Number
Patent Number:	9816768
Patent Number:	D702792
Patent Number:	D702793
Patent Number:	D666883
Patent Number:	D704294
Patent Number:	D715885
Patent Number:	D716403
Patent Number:	D733252
Patent Number:	D733834
Patent Number:	D733835
Patent Number:	D733836
Patent Number:	D733837
Patent Number:	D734419
Patent Number:	D735289
Patent Number:	D738982
Patent Number:	D741978
Patent Number:	D744058
Patent Number:	D747773
Patent Number:	D750727
Patent Number:	D750192
Patent Number:	D791264
Patent Number:	D791265
Patent Number:	D791266
Patent Number:	D800244
Patent Number:	D800245
Patent Number:	D800246
Patent Number:	D802705

CORRESPONDENCE DATA

Fax Number: (212)735-2000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212.735.5117

Email: francine.waldbaum@skadden.com

Correspondent Name: SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Address Line 1: FOUR TIMES SQUARE

Address Line 2: FRANCINE WALDBAUM

Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	401180/610
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NAME OF SUBMITTER:	OREN EPSTEIN
SIGNATURE:	/OE/
DATE SIGNED:	03/30/2018
Total Attachments: 37 source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif source=IP Security Agreement#page7.tif source=IP Security Agreement#page8.tif source=IP Security Agreement#page9.tif source=IP Security Agreement#page10.tif source=IP Security Agreement#page11.tif source=IP Security Agreement#page12.tif source=IP Security Agreement#page13.tif source=IP Security Agreement#page14.tif source=IP Security Agreement#page15.tif source=IP Security Agreement#page16.tif source=IP Security Agreement#page17.tif source=IP Security Agreement#page18.tif source=IP Security Agreement#page19.tif source=IP Security Agreement#page20.tif source=IP Security Agreement#page21.tif source=IP Security Agreement#page22.tif source=IP Security Agreement#page23.tif source=IP Security Agreement#page24.tif source=IP Security Agreement#page25.tif source=IP Security Agreement#page26.tif source=IP Security Agreement#page27.tif source=IP Security Agreement#page28.tif source=IP Security Agreement#page29.tif source=IP Security Agreement#page30.tif source=IP Security Agreement#page31.tif source=IP Security Agreement#page32.tif source=IP Security Agreement#page33.tif source=IP Security Agreement#page34.tif source=IP Security Agreement#page35.tif source=IP Security Agreement#page36.tif source=IP Security Agreement#page37.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Agreement”) is dated as of March 28, 2018, by and among **FGI OPERATING COMPANY, LLC**, a Delaware limited liability company and a debtor and debtor-in-possession (“FGI”), **REMINGTON ARMS COMPANY, LLC.**, a Delaware limited liability company and a debtor and debtor-in-possession (“Remington”), **BARNES BULLETS, LLC**, a Delaware limited liability company and a debtor and debtor-in-possession (“Barnes,” and together with FGI, Remington, hereinafter referred to individually as a “Borrower” and collectively as the “Borrowers”), **FGI HOLDING COMPANY, LLC**, a Delaware limited liability company and a debtor and debtor-in-possession (“Holdings”), **RA BRANDS, L.L.C.**, a Delaware limited liability company and a debtor and debtor-in-possession (“Brands”), **FGI FINANCE INC.**, a Delaware corporation and a debtor and debtor-in-possession (“Finance”), and **TMRI, INC.**, a Delaware corporation and a debtor and debtor-in-possession (“TMRI,” and together with Holdings, Brands and Finance, each individually a “Guarantor” and collectively, “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, “Administrative Agent”) for the Secured Parties (as hereinafter defined).

Recitals:

Borrowers and Guarantors (each a “Company” and collectively, the “Companies”) are parties to a Superpriority Senior Debtor-In-Possession Asset-Based Loan and Security Agreement, dated on or about the date hereof, with Administrative Agent and certain financial institutions (“Lenders”), pursuant to which Administrative Agent and Lenders may from time to time make loans and other extensions of credit to Borrowers, which loans and other extensions of credit are guaranteed by Guarantors and secured by liens upon substantially all of the assets of each Company (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”).

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

In consideration for, among other things, the execution and delivery of the Loan Agreement by the Administrative Agent and the Lenders, each of the Companies agrees to grant a first priority security interest to the Administrative 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 Borrowers, 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 Administrative 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. In furtherance of, and without limiting, the security interest provided for in Section 5.2 of the Loan Agreement and the Financing Orders, to secure the prompt payment and performance of all of the Secured Obligations, each Company hereby grants, assigns and pledges to Administrative Agent, for itself and the benefit of the Secured Parties, a continuing security interest in and lien upon all of the following property of such Company, whether now owned or hereafter created, acquired or existing, and wherever located (collectively, the “Intellectual Property Collateral”):

(a) all right, title and interest of such Company in and to all patents, patent rights, 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 reissues, divisions, continuations, reexaminations, renewals, extensions and continuations in part thereof, (ii) all rights to sue for past, present and future infringement or violation of any of the foregoing, (iii) all rights corresponding to any of the foregoing throughout the world and (iv) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and all damages and payments for past or future infringement or violation of any of the foregoing and all other proceeds of the foregoing, (all of the foregoing patents 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) all right, title and interest of such Company in and to all trademarks, service marks, trademark and service mark registrations, trade names, trade styles and trademark and service mark applications, including, without limitation, the trademark registrations 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 extensions and renewals of any of the foregoing, (ii) all rights to sue for past, present and future infringement, misappropriation, dilution or violation of any of the foregoing, (iii) the goodwill of such Company’s business associated with or symbolized by the foregoing, (iv) all rights corresponding to any of the foregoing throughout the world and (v) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and all damages and payments for past or future infringement, misappropriation, dilution or violation of any of the foregoing, 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) all right, title and interest of such Company in and to all copyrights, works which are the subject matter of copyrights, copyright registrations and recordings thereof, and copyright applications, including, without limitation, the copyrights and copyright 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 renewals, and extensions thereof, (ii) all rights to sue for past, present and future infringement, misappropriation or violation thereof, (iii) all rights corresponding to any of the foregoing throughout the world and (iv) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and all damages and payments for past or future infringement, misappropriation or violation of any of the foregoing, 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) all rights of 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 Administrative 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 Administrative 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 Administrative 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, 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 Administrative 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, and shall otherwise comply with the provisions of Section 9.19 of the Loan Agreement with respect to the License Agreements (as defined therein).

5. No Assumption of Intellectual Property Licenses. Neither this Assignment nor any action taken by Administrative 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 Administrative Agent for the ratable benefit of the Secured Parties (i) an exclusive, assignable right and license, during the existence of an Event of Default under each of its Trademarks, (ii) a non-exclusive, assignable right and license during the existence of an Event of Default under each of its Patents and Copyrights, (iii) an exclusive, assignable right and license, during the existence of an Event of Default under any Intellectual Property License held by such Company with respect to any trademark owned by any person or entity other than such Company to the extent permitted under such Intellectual

Property License, and (iv) a non-exclusive, assignable right and license, during the existence of an Event of Default under any Intellectual Property License held by such Company with respect to any patents and copyrights owned by any person or entity other than such Company to the extent permitted under such Intellectual Property License. For each of the foregoing exclusive and non-exclusive licenses, such license will be to use such Trademark, Patent and Copyright and the trademarks, patents 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 Trademarks, Patents and Copyrights and the trademarks, patents and copyrights subject to such Intellectual Property Licenses to the extent that such exclusive or non-exclusive license, as applicable, 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 Administrative Agent or any of the other Secured Parties to any Company and the permitted use by Administrative 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. For the avoidance of doubt, the foregoing exclusive or non-exclusive licenses shall only be effective during the existence of an Event of Default.

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 Administrative 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, reexamination, 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 Administrative 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 Administrative 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, Administrative Agent shall have, in addition to all other rights and remedies given it by this 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, Administrative 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 Administrative 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 Administrative 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 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 Administrative Agent under the Loan Agreement or any of the other Financing Agreements or applicable law. Administrative 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 Administrative Agent as Attorney-in-Fact. Each Company hereby makes, constitutes and appoints Administrative Agent, and any officer or agent of Administrative Agent as Administrative 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 Administrative 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 Administrative 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 Administrative 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 and 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 Administrative Agent in its sole discretion, shall be reimbursed by the Companies to Administrative Agent **on demand** by Administrative 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 9.21 and 11.5 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 Administrative 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 Loan Agreement:

(a) Each Company shall use commercially reasonable efforts to detect any infringement, misappropriation, dilution or violation of the Patents, Trademarks and Copyrights, and of any of the Intellectual Property Licenses, and shall notify Administrative Agent in writing of material infringement, misappropriation, dilution or violation detected. Subject to such Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default, upon Administrative 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 Administrative 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 Administrative Agent, unless no Event of Default then exists and the applicable Company has determined that the applicable patent, trademark or copyright, or pending patent, trademark or copyright application, or patent, trademark or copyright application is not material to the conduct of its business.

14. Administrative 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, Administrative 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 Administrative Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Administrative Agent to aid such enforcement, or defense, and the Company shall promptly, **upon demand**, reimburse and indemnify Administrative Agent for all reasonable costs and expenses incurred in the exercise of Administrative Agent's rights under this paragraph 14. Administrative 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 Intellectual 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. Administrative 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, Administrative Agent may discharge such obligations in the Company's name or in Administrative Agent's name, in Administrative Agent's sole discretion, but at Companies' expense, and Companies agree to jointly and severally reimburse Administrative Agent in full for all reasonable expenses, including, without limitation, reasonable attorneys' fees, incurred by Administrative Agent in prosecuting, defending or maintaining the Patents, Trademarks or Copyrights, or Intellectual Property Licenses, or Administrative Agent's interest therein pursuant to this Agreement, in each case subject to the limitations set forth in Sections 9.21 and 11.5 of the Loan Agreement.

16. No Waiver. No course of dealing between any Company and Administrative Agent or any Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Administrative 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 Administrative 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 Administrative 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 Administrative Agent.

21. Waiver of Acceptance. Each Company hereby waives notice of Administrative 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.

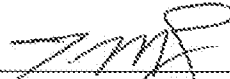
23. Waiver of Jury Trial. To the fullest extent permitted by applicable law, each Company and Administrative Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Collateral.

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

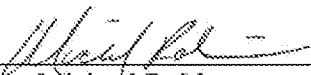
IN WITNESS WHEREOF, the parties hereto have caused this Agreement as of the day and year first above written.

COMPANIES:

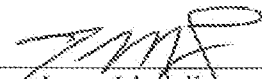
FGI OPERATING COMPANY, LLC

By: 
Name: Jason Lindell
Title: Treasurer

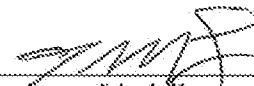
BARNES BULLETS, LLC

By: 
Name: Michael Robinson
Title: Vice President

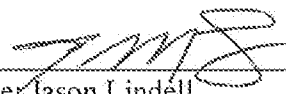
REMINGTON ARMS COMPANY, LLC

By: 
Name: Jason Lindell
Title: Vice President Corporate Finance

REMINGTON ARMS DISTRIBUTION
COMPANY, LLC

By: 
Name: Jason Lindell
Title: Treasurer

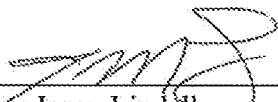
FGI HOLDING COMPANY, LLC

By: 
Name: Jason Lindell
Title: Treasurer

RA BRANDS, L.L.C.

By: 
Name: Michael Robinson
Title: Vice President

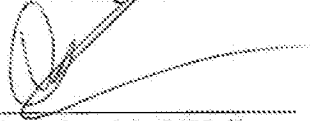
FGI FINANCE INC.

By: 
Name: Jason Lindell
Title: Treasurer

TMRI, INC.

By: 
Name: Michael Robinson
Title: Vice President

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Christopher M. O'Halloran
Title: Senior Vice President

[Signature Page to DIP Intellectual Property Security Agreement]

PATENT
REEL: 046380 FRAME: 0307

EXHIBIT A
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

(1) FGI Operating Company, LLC

UNITED STATES PATENTS: None.

(2) Remington Arms Distribution Company, LLC

UNITED STATES PATENTS: None.

(3) TMRI, Inc.

UNITED STATES PATENTS: None.

(4) Barnes Bullets, LLC

UNITED STATES PATENTS: None.

(5) Remington Arms Company, LLC

UNITED STATES PATENTS:

OWNER	PATENT NUMBER	DESCRIPTION
Remington Arms Company, LLC	6,880,282	LOCKABLE FIREARM SAFETY DEVICE
Remington Arms Company, LLC	5,233,777	FIREARM SAFETY LOCK ASSEMBLY
Remington Arms Company, LLC	5,479,737	FIREARM BARREL ASSEMBLY
Remington Arms Company, LLC	5,487,232	DETONATOR ASSEMBLY
Remington Arms Company, LLC	5,606,825	COCKING MECHANISM FOR A MUZZLE

Remington Arms Company, LLC	RE37,968	LOADING FIREARM DETONATOR ASSEMBLY
Remington Arms Company, LLC	5,761,841	FIREARM MAGAZINE FOR USE WITH RIFLE
Remington Arms Company, LLC	6,761,101	FIREARMS RECEIVER BLOCK AND METHOD OF USING SAME
Remington Arms Company, LLC	6,283,006	DOUBLE ACTION PISTOL
Remington Arms Company, LLC	6,732,467	FLIP UP GUN SIGHT
Remington Arms Company, LLC	6,945,154	FINNED CARBINE HANDGUARD ASSEMBLY
Remington Arms Company, LLC	D580,007	RIFLE RECEIVER TRIGGER GASKET
Remington Arms Company, LLC	D595,385	RIFLE RECEIVER TRIGGER GASKET
Remington Arms Company, LLC	7,810,271	MODULAR RIFLE SYSTEMS AND METHODS ¹
Remington Arms Company, LLC	5,339,743	AMMUNITION SYSTEM COMPRISING SLUG HOLDING SABOT AND SLUG TYPE SHOT SHELL
Remington Arms Company, LLC	6,851,212	EXTRACTOR ASSEMBLY FOR A SEMI- AUTOMATIC HANDGUN

(6) RA Brands, LLC

UNITED STATES PATENTS:

OWNER	PATENT NUMBER	DESCRIPTION
RA Brands LLC		FIRING PIN LOCKING

1 Borrower will use commercially reasonable efforts to (i) confirm the release or (ii) take appropriate actions to effectuate the release, of any outstanding security interests granted on this patent to the extent such outstanding security interests predate January 1, 2009.

	6,256,918	ASSEMBLY FOR A SEMI-AUTOMATIC HANDGUN
RA Brands LLC	6,341,442	DOUBLE ACTION PISTOL
RA Brands LLC	6,381,892	DOUBLE ACTION PISTOL
RA Brands LLC	6,415,702	DOUBLE ACTION SEMI- AUTOMATIC HANDGUN
RA Brands LLC	6,557,288	COMPACT GOVERNMENT MODEL HANDGUN
RA Brands LLC	D 562,931	HANDGUN GRIP
RA Brands LLC	7,530,191	SEMI-AUTOMATIC HANDGUN, MAGAZINE, AND FOLLOWER
RA Brands LLC	6,519,888	LOCKABLE FIREARM SAFETY
RA Brands LLC	6,141,896	LOCKABLE FIREARM SAFETY
RA Brands LLC	6,173,518	LOCKABLE FIREARM SAFETY
RA Brands LLC	6,804,906	LOCKABLE FIREARM SAFETY DEVICE
RA Brands LLC	6,694,659	LOCKABLE FIREARM SAFETY DEVICE
RA Brands LLC	6,293,040	INTERCHANGEABLE WEAPON RECEIVER FOR ALTERNATE AMMUNITION
RA Brands LLC	D584,786	SILENCER TUBE WITH REDUCED PROFILE
RA Brands LLC	D577,409	FLASH HIDER
RA Brands LLC	7,610,710	INTERRUPTED THREAD MOUNT PRIMARILY FOR ATTACHING A NOISE SUPPRESSOR OR OTHER AUXILIARY DEVICE TO A FIREARM
RA Brands LLC	D598,066	BLACK BOX PROFILE
RA Brands LLC	D582,502	TUBE FOR A RIFLE SILENCER
RA Brands LLC	D591,382	SILENCER TUBE PROFILE

RA Brands LLC	7,905,171	NOISE REDUCING BOOSTER INSERT
RA Brands LLC	7,588,122	ORIENTATION APPARATUS FOR ECCENTRIC FIREARM NOISE SUPPRESSOR AND ASSEMBLY METHOD
RA Brands LLC	7,905,170	FLASH SUPPRESSOR
RA Brands LLC	D584,787	NOISE SUPPRESSOR TUBE
RA Brands LLC	D577,410	BLACKOUT FLASH HIDER
RA Brands LLC	7,600,606	SILENCER TUBE WITH INTERNAL STEPPED PROFILE
RA Brands LLC	7,987,944	FIREARM SOUND SUPPRESSOR BAFFLE
RA Brands LLC	7,891,282	BOOSTER FOR HANDGUN SILENCERS
RA Brands LLC	D582,503	SILENCER TUBE
RA Brands LLC	D585,518	SILENCER TUBE
RA Brands LLC	7,610,992	METHOD OF ASSEMBLY FOR SOUND SUPPRESSORS
RA Brands LLC	7,926,404	GAS REGULATOR FLASH HIDER
RA Brands LLC	7,743,693	REDUNDANT LATCH SUPPRESSOR MOUNT
RA Brands LLC	7,789,009	OMNI INDEXING MOUNT PRIMARILY FOR ATTACHING A NOISE SUPPRESSOR OR OTHER AUXILIARY DEVICE TO A FIREARM
RA Brands LLC	7,661,349	MULTIFUNCTIONAL FIREARM MUZZLE ATTACHMENT SYSTEM PRIMARILY FOR ATTACHING A NOISE SUPPRESSOR TO A FIREARM
RA Brands LLC	D610,221	FLASH HIDER
RA Brands LLC	7,587,969	ASYMMETRIC FIREARM SILENCER WITH COAXIAL ELEMENTS

RA Brands LLC	7,874,238	ASYMMETRIC FIREARM SILENCER WITH COAXIAL ELEMENTS
RA Brands LLC	8,096,222	ASYMMETRIC FIREARM SILENCER WITH COAXIAL ELEMENTS
RA Brands LLC	8,474,361	PROCESS TO PRODUCE A SILENCER TUBE WITH MINIMAL WALL THICKNESS
RA Brands LLC	9,057,574	THUMB SAFETY FOR MODEL 1911 HANDGUN

Applications:

OWNER	APPLICATION NUMBER	DESCRIPTION
RA Brands LLC	15/165,589	GAS VENT FOR FIREARM
RA Brands LLC	15/799,440	ROTARY MAGAZINE WITH BOLT HOLD OPEN ASSEMBLY
RA Brands LLC	15/816,085	GAS OPERATING SYSTEM WITH EXHAUST SYSTEM
RA Brands LLC	15/785,820	SILENCER MOUNT SYSTEM FOR FIREARMS
RA Brands LLC	15/869,581	BARREL ASSEMBLY FOR FIREARMS
RA Brands LLC	62/527,498	TORQUE REGULATING BARREL ASSEMBLY
RA Brands LLC	62/490,209	SILENCER BAFFLE ASSEMBLY
RA Brands LLC	62/563,223	MOUNTING AND ATTACHMENT ASSEMBLY FOR FOREARM MUZZLE ACCESSORIES
RA Brands LLC	14/315,992	

RA Brands LLC	15/233,477	PRIMING MIXTURES FOR SMALL ARMS
RA Brands LLC	14/561,723	FIRE CONTROL FOR AUTO-LOADING SHOTGUN
RA Brands LLC	14/944,757	SILENCER WITH IMPROVED MOUNT
RA Brands LLC	15/002,080	MULTI-AXIS SWIVEL CONNECTOR
RA Brands LLC	15/487,793	SHOTGUN WITH MAGAZINE LOADING SYSTEM
		MAGAZINE WITH SPACERS FOR ACCOMMODATING MULTIPLE CALIBER AND/OR LENGTH ROUNDS

Other Patents:

OWNER	PATENT NUMBER	DESCRIPTION
RA Brands, LLC	6,131,515	ELECTRIC PRIMER
RA Brands, LLC	5,806,226	BOLT ASSEMBLY FOR ELECTRONIC FIREARM (RA-0281)
RA Brands, LLC	5,987,798	BOLT ASSEMBLY FOR ELECTRONIC FIREARM (RA-0281A)
RA Brands, LLC	5,357,866	JACKETED HOLLOW POINT BULLET AND METHOD OF MAKING SAME
RA Brands, LLC	6,668,700	ACTUATOR ASSEMBLY
RA Brands, LLC	6,651,542	ACTUATOR ASSEMBLY
RA Brands, LLC	7,131,366	ACTUATOR ASSEMBLY
RA Brands, LLC	5,755,056	ELECTRONIC FIREARM AND PROCESS FOR

RA Brands, LLC	RE38,794	CONTROLLING AN ELECTRONIC FIREARM
RA Brands, LLC	6,785,996	ELECTRONIC FIREARM AND PROCESS FOR CONTROLLING AN ELECTRONIC FIREARM
RA Brands, LLC	7,188,444	ORIENTATION AND DROP SENSOR SYSTEM FIREARM
RA Brands, LLC	6,478,903	ORIENTATION AND DROP SENSOR SYSTEM
RA Brands, LLC	5,646,367	NON-TOXIC PRIMER MIX
RA Brands, LLC	5,799,433	CONDUCTIVE PRIMER MIX (RA-0272)
RA Brands, LLC	6,240,670	ROUND SENSING MECHANISM
RA Brands, LLC	6,256,917	LOCKING MECHANISM FOR FIREARMS
RA Brands, LLC	6,052,935	LOCKABLE SAFETY FOR FIREARMS
RA Brands, LLC	6,256,921	SHOTGUN CHOKE TUBE
RA Brands, LLC	6,427,372	ONE-PIECE SYNTHETIC UNDERCARRIAGE
RA Brands, LLC	6,189,431	ONE-PIECE SYNTHETIC UNDERCARRIAGE
RA Brands, LLC	5,811,723	SMALL CALIBER GUN BARREL
RA Brands, LLC	5,373,775	SOLID COPPER HOLLOW POINT BULLET
RA Brands, LLC	5,448,939	FIREARM HAVING DISCONNECTOR AND DUAL SEARS
RA Brands, LLC	5,442,874	FIREARM WITH MULTIPLE SEARS
RA Brands, LLC	5,459,956	FIREARM MAGAZINE BOX ALIGNMENT
RA Brands, LLC	5,469,649	FIREARM EJECTOR SYSTEM
RA Brands, LLC	5,467,549	FIREARM TOP LEVER ADJUSTING SYSTEM
RA Brands, LLC	5,551,180	FIREARM AUTOMATIC SAFETY SYSTEM
RA Brands, LLC		FIREARM BOLT LOCK

RA Brands, LLC	5,664,355	MECHANISM DETACHABLE AMMUNITION MAGAZINE
RA Brands, LLC	5,718,074	TRIGGER ASSEMBLY
RA Brands, LLC	5,684,268	LEAD-FREE PRIMER MIX
RA Brands, LLC	5,606,817	MUZZLE-LOADING FIREARMS
RA Brands, LLC	5,718,073	MUZZLE LOADING RIFLE
RA Brands, LLC	5,907,919	BARREL AND RECEIVER ASSEMBLY
RA Brands, LLC	D400,095	MULTIPLE ROUND AMMUNITION CARTON WITH INDIVIDUAL ROUND DISPENSER AND CARRYING HANDLE
RA Brands, LLC	5,917,143	FRANGIBLE POWDERED IRON PROJECTILES
RA Brands, LLC	6,691,623	FRANGIBLE POWDERED IRON PROJECTILES
RA Brands, LLC	5,755,052	MAGAZINE FOR RIMMED AMMUNITION
RA Brands, LLC	6,073,560	SABOT
RA Brands, LLC	5,918,401	BOLT ASSEMBLY COMPRISING EJECTION PORT COVER
RA Brands, LLC	6,612,062	CARRIER LOCKING DEVICE
RA Brands, LLC	6,742,298	CARRIER LOCKING DEVICE
RA Brands, LLC	5,872,323	GAS OPERATED FIREARM PISTON/PISTON SEAL ASSEMBLY
RA Brands, LLC	6,305,115	GEL RECOIL PAD
RA Brands, LLC	7,201,104	LEAD ATTACHED SABOT SLUG
RA Brands, LLC	8,128,766	BISMUTH-OXIDE PRIMER MIXTURE
RA Brands, LLC	7,814,695	COMPOSITE RECEIVER FOR FIREARMS

RA Brands, LLC	7,219,461	BOLT ASSEMBLY WITH LOCKING SYSTEM
RA Brands, LLC	7,775,149	ACTION RATE CONTROL SYSTEM
RA Brands, LLC	7,181,880	ROLLER SEAR/HAMMER INTERFACE FOR FIREARMS
RA Brands, LLC	7,866,079	MODULAR BARREL ASSEMBLY
RA Brands, LLC	7,059,078	PROCESS FOR IMPRINTING A COMPOSITE
RA Brands, LLC	7,334,364	VENTILATED RIB PROCESS FOR IMPRINTING A COMPOSITE
RA Brands, LLC	7,143,537	VENTILATED RIB FIRING PIN ASSEMBLY
RA Brands, LLC	7,516,570	FIRING PIN ASSEMBLY
RA Brands, LLC	7,047,685	FIRE CONTROL ADJUSTMENT SYSTEM
RA Brands, LLC	7,162,823	FIREARM STOCK CONNECTOR
RA Brands, LLC	7,533,598	SHELL STRIPPER ASSEMBLY
RA Brands, LLC	8,112,930	FIREARM WITH ENHANCED CORROSION AND WEAR RESISTANCE PROPERTIES
RA Brands, LLC	8,065,949	GAS-OPERATED FIREARM
RA Brands, LLC	7,941,955	PIVOTING, NON- DETACHABLE MAGAZINE
RA Brands, LLC	7,946,214	GAS SYSTEM FOR FIREARMS
RA Brands, LLC	8,109,194	CLAMPED GAS BLOCK FOR BARREL
RA Brands, LLC	8,109,025	TRIGGER ENGAGEMENT LINK FOR FIREARM
RA Brands, LLC	D598,516	BARREL
RA Brands, LLC	8,061,260	GAS PLUG RETENTION AND REMOVAL DEVICE

RA Brands, LLC	6,272,993	ELECTRIC PRIMER (RA-0290A)
RA Brands, LLC	6,487,972	ELECTRIC PRIMER
RA Brands, LLC	6,892,647	LEAD FREE POWDERED METAL PROJECTILES
RA Brands, LLC	7,107,715	BOLT ASSEMBLY WITH LOCKING SYSTEM
RA Brands, LLC	8,597,455	BISMUTH-OXIDE PRIMER COMPOSITION
RA Brands, LLC	13/348,349	FIREARM WITH ENHANCED CORROSION AND WEAR RESISTANCE PROPERTIES
RA Brands, LLC	9,052,174	TIPPED PROJECTILES
Remington Arms Company LLC	8,522,465	MODULAR FIREARM SYSTEM
RA Brands, LLC	D661364	GAS BLOCK
RA Brands LLC	9,239,203	MODULAR FIREARM SYSTEM
RA Brands, LLC	8,539,708	BARREL MOUNTING AND RETENTION MECHANISM
RA Brands, LLC	8,418,393	MAGAZINE CAP RETENTION SYSTEM
RA Brands, LLC	8,752,484	THREE COMPONENT BULLET WITH CORE RETENTION FEATURE AND METHOD OF MANUFACTURING THE BULLET
RA Brands, LLC	D685873	RECOIL REDUCER
RA Brands, LLC	8,733,009	MAGAZINE CUTOFF
RA Brands, LLC	8,261,667	LEAD ATTACHED SABOT SLUG
RA Brands, LLC	8,784,583	PRIMING MIXTURES FOR SMALL ARMS
RA Brands, LLC	8,250,964	GAS SYSTEM FOR FIREARMS
RA Brands, LLC	8,220,393	WAD WITH IGNITION CHAMBER
RA Brands, LLC	8,726,557	HAND GUARD ATTACHMENT SYSTEM FOR FIREARMS
RA Brands, LLC	13/615,897	RECOIL REDUCER
RA Brands LLC	6,070,512	HANDGUN AND METHOD OF OPERATING

RA Brands LLC	6,385,887	HANDGUN MUZZLE LOADING FIREARM AND ADAPTOR
RA Brands LLC	7,322,143	SEMI-AUTOMATIC HANDGUN
RA Brands LLC	7,587,851	RECEIVER GASKET APPARATUS AND METHOD OF USE FOR UNIFORM MUZZLE LOADING
Remington Arms Company LLC	8,429,844	MODULAR FIREARM STOCK SYSTEM ADJUSTABLE SILENCER BOOSTER WITH SPOKED PISTON
RA Brands LLC	8,272,306	ENGAGEMENT SHOULDER RECOIL BOOSTER FOR FIREARM SOUND SUPPRESSORS
RA Brands LLC	8,387,299	FIREARM SUPPRESSOR BOOSTER SYSTEM
RA Brands LLC	8,424,441	GAS-OPERATED FIREARM
RA Brands LLC	8,443,712	BLACKOUT SILENCER
RA Brands LLC	8,579,075	BISMUTH OXIDE PRIMER COMPOSITION
RA Brands LLC	8,597,445	REINFORCEMENT CLIP FOR USE WITH A FIREARM MAGAZINE
RA Brands LLC	8,713,834	QUICK DETACH BARREL MOUNTING SYSTEM
RA Brands LLC	8,782,943	BOLT ASSEMBLY FOR FIREARMS
RA Brands LLC	8,800,422	WAD WITH IGNITION CHAMBER
RA Brands LLC	8,800,449	BUTTSTOCK ASSEMBLY UPPER RECEIVER AND HAND GUARD WITH CABLE ROUTING GUIDE
RA Brands LLC	8,844,185	ELASTOMERIC EXTRACTOR MEMBER
RA Brands LLC	8,850,735	AUTO REGULATING GAS
RA Brands LLC	8,887,426	
RA Brands LLC	8,887,616	

2 Borrower will use commercially reasonable efforts to (i) confirm the release or (ii) take appropriate actions to effectuate the release, of any outstanding security interests granted on this patent to the extent such outstanding security interests predate January 1, 2009.

RA Brands LLC		SYSTEM FOR SUPRESSED WEAPONS
RA Brands LLC	8,931,137	BUSHING FOR A FIREARM GRIP SCREW
RA Brands LLC	8,950,313	SELF REGULATING GAS SYSTEM FOR SUPPRESSED WEAPONS
RA Brands LLC	8,950,333	MULTI-COMPONENT BULLET WITH CORE RETENTION FEATURE AND METHOD OF MANUFACTURING THE BULLET
RA Brands LLC	9,057,572	FIREARM EXTRACTION SYSTEM
RA Brands LLC	9,097,475	GAS-OPERATED FIREARM WITH PRESSURE COMPENSATING GAS PISTON
RA Brands LLC	9,188,414	REDUCED FRICTION EXPANDING BULLET WITH IMPROVED CORE RETENTION FEATURE AND METHOD OF MANUFACTURING THE BULLET
RA Brands LLC	9,207,052	THREE COMPONENT BULLET WITH CORE RETENTION FEATURE AND METHOD OF MANUFACTURING THE BULLET
RA Brands LLC	9,212,856	GAS CUT-OFF SYSTEM FOR FIREARMS
RA Brands LLC	9,234,717	QUICK DETACH BARREL MOUNTING SYSTEM
RA Brands LLC	9,297,609	FIREARM WITH FORWARD GRIP ATTACHMENT SYSTEM
RA Brands LLC	9,328,981	SELF REGULATING GAS SYSTEM FOR SUPPRESSED WEAPONS
RA Brands LLC	9,347,719	REPLACEABLE FEED RAMP
	9,366,512	MULTI-COMPONENT BULLET WITH CORE

RA Brands LLC		RETENTION FEATURE AND METHOD OF MANUFACTURING THE BULLET
RA Brands LLC	9,383,149	GAS-OPERATED FIREARM WITH PRESSURE COMPENSATING GAS PISTON
RA Brands LLC	9,383,154	GAS VENT FOR FIREARM
RA Brands LLC	9,410,764	BUTTSTOCK ASSEMBLY
RA Brands LLC	9,417,019	FIRE CONTROL FOR AUTO-LOADING SHOTGUN
RA Brands LLC	9,464,865	HAND GUARD INSTALLATION MECHANISM METHOD AND MECHANISM FOR
RA Brands LLC	9,500,423	AUTOMATIC REGULATION OF GAS FLOW WHEN MOUNTING A SUPPRESSOR TO A FIREARM
RA Brands LLC	9,500,453	WAD WITH IGNITION CHAMBER
RA Brands LLC	9,506,710	MODULAR SILENCER SYSTEM
RA Brands LLC	9,506,731	MULTIPLE PROJECTILE FIXED CARTRIDGE
RA Brands LLC	9,534,876	PROJECTILE AND MOLD TO CAST PROJECTILE
RA Brands LLC	9,562,730	REPLACEABLE FEED RAMP
RA Brands LLC	9,658,019	SILENCER AND MOUNTING SYSTEM
RA Brands LLC	9,746,267	MODULAR SILENCER
RA Brands LLC	9,778,002	SHOT CUP WAD
RA Brands LLC	9,816,768	GAS-OPERATED FIREARM WITH PRESSURE COMPENSATING GAS PISTON
RA Brands LLC	D,702,792	FIREARM
RA Brands LLC	D,702,793	FIREARM
RA Brands LLC	D666883	ARMORERS TOOL
RA Brands LLC	D704294	BUTTSTOCK

RA Brands LLC		PORTION OF A FIREARM
RA Brands LLC	D715,885	HANDGUARD
RA Brands LLC	D716403	FIREARM STOCK
RA Brands LLC	D733,252	FIREARM BULLET AND PORTION OF FIREAM CARTRIDGE (BLACK BAND)
RA Brands LLC	D733,834	FIREARM BULLET
RA Brands LLC	D733,835	FIREARM BULLET
RA Brands LLC	D733,836	FIREARM BULLET
RA Brands LLC	D733,837	FIREARM BULLET
RA Brands LLC	D734,419	FIREARM BULLET
RA Brands LLC	D735,289	FIREARM BULLET
RA Brands LLC	D738,982	PORTION OF A FLASH SUPPRESSOR FOR A FIREARM
RA Brands LLC	D741,978	PORTION OF A FIREARM HANDGUARD
RA Brands LLC	D744058	TARGET
RA Brands LLC	D747773	PORTION OF A TARGET
RA Brands LLC	D750,727	PORTION OF A TARGET
RA Brands LLC	D750192	PORTION OF A FIREARM HANDGUARD
RA Brands LLC	D791,264	FIREARM BULLET AND PORTIONS OF FIREARM CARTRIDGE
RA Brands LLC	D791,265	FIREARM BULLET AND PORTION OF A FIREARM CARTRIDGE
RA Brands LLC	D791,266	FIREARM BULLET AND PORTIONS OF FIREARM CARTRIDGE
RA Brands LLC	D800,244	FIREARM BULLET
RA Brands LLC	D800,245	FIREARM BULLET
RA Brands LLC	D800,246	FIREARM BULLET
RA Brands LLC	D802,705	FIREARM BULLET

(7) FGI Finance Inc.

UNITED STATES PATENTS: None.

(8) FGI Holding Company, LLC

UNITED STATES PATENTS: None.

EXHIBIT B
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

(1) FGI Operating Company, LLC

UNITED STATES TRADEMARKS: None.

(2) Remington Arms Distribution Company, LLC

UNITED STATES TRADEMARKS: None.

(3) TMRI, Inc.

UNITED STATES TRADEMARKS:

OWNER	REGISTRATION NUMBER	TRADEMARK
TMRI, Inc.	3,365,126	STORM LAKE BARRELS

(4) Barnes Bullets, LLC

UNITED STATES TRADEMARKS:

OWNER	REGISTRATION NUMBER	TRADEMARK
Barnes Bullets, LLC	4,387,530	BARNES
Barnes Bullets, LLC	4,387,531	BARNES
Barnes Bullets, LLC	4,595,248	BARNES
Barnes Bullets, LLC	4,387,532	BARNES
Barnes Bullets, LLC	4,487,211	BARNES
Barnes Bullets, LLC	4,387,533	BARNES
Barnes Bullets, LLC	4,487,212	BARNES Logo
Barnes Bullets, LLC	4,483,650	BARNES Logo
Barnes Bullets, LLC	4,483,651	BARNES Logo
Barnes Bullets, LLC	4,383,686	BARNES Logo

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Barnes Bullets, LLC	4,383,685	BARNES Logo
Barnes Bullets, LLC	4,380,017	BARNES Logo
Barnes Bullets, LLC	3,982,049	BARNES TSX
Barnes Bullets, LLC	3,320,532	EXPANDER
Barnes Bullets, LLC	4,766,198	RANGE AR
Barnes Bullets, LLC	4,503,058	TAC-XPD
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

(5) Remington Arms Company, LLC

UNITED STATES TRADEMARKS:

OWNER	REGISTRATION NUMBER	TRADEMARK
Remington Arms Company, LLC	2,113,422	AMERICA'S GUNSMITH
Remington Arms Company, LLC	4,192,950	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	2,009,886	DAKOTA
Remington Arms Company, LLC	1,624,731	Design Only (Bull's Eye Design)
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	1,749,367	HARRINGTON & RICHARDSON
Remington Arms Company, LLC	4,576,467	LAREDO
Remington Arms Company, LLC	4,576,468	LARIAT
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 & DESIGN3
Remington Arms Company, LLC	3,713,769	PANTHER
Remington Arms Company, LLC	1,540,397	PARDNER4
Remington Arms Company, LLC	3,069,212	PARDNER PUMP
Remington Arms Company, LLC	3,349,403	PPC
Remington Arms Company, LLC	3,893,997	PRO-FIRE
Remington Arms Company, LLC	3,873,248	RAZR
Remington Arms Company, LLC	3,580,308	SPORTICAL
Remington Arms Company, LLC	1,842,873	TAMER
Remington Arms Company, LLC	3,380,627	TAPCO
Remington Arms Company, LLC	4,018,024	TIMBERSMITH
Remington Arms Company, LLC	1,754,497	TOPPER
Remington Arms Company, LLC	3,195,936	ULTIMATE MUZZLELOADER
Remington Arms Company, LLC	4,576,469	VETERAN
Remington Arms Company, LLC	3,719,888	INTRAFUSE

(6) RA Brands, LLC

UNITED STATES TRADEMARKS:

OWNER	REGISTRATION NUMBER	TRADEMARK
RA Brands, LLC	4,548,428	1816
RA Brands, LLC	4,693,025	2020
RA Brands, LLC	4,693,072	2020 & Design
RA Brands, LLC	3,484,206	AAC & Design
RA Brands, LLC	3,954,438	AAC (Stylized)
RA Brands, LLC	1,095,914	ACCELERATOR
RA Brands, LLC	4,019,998	ACR
RA Brands, LLC	3,946,418	ADAPTIVE COMBAT RIFLE
RA Brands, LLC	3,491,907	ADVANCED ARMAMENT CORP.

3 Borrower will use commercially reasonable efforts to (i) confirm the release or (ii) take appropriate actions to effectuate the release, of any outstanding security interests granted on this trademark to the extent such outstanding security interests predate January 1, 2009.

4 Borrower will use commercially reasonable efforts to (i) confirm the release or (ii) take appropriate actions to effectuate the release, of any outstanding security interests granted on this trademark to the extent such outstanding security interests predate January 1, 2009.

RA Brands, LLC	4,503,536	ADVANCED ARMAMENT CORP. SILENCERS MADE IN THE USA & Design
RA Brands, LLC	4,548,395	BIG SHOT
Ra Brands, LLC	4,708,640	BLACK BELT
RA Brands, LLC	3,746,510	BLACKOUT
RA Brands, LLC	5,079,077	BLASTOUT
RA Brands, LLC	3,954,435	BRAKEOUT
RA Brands, LLC	2,041,024	BRITBORE (Stylized)
RA Brands, LLC	2,841,836	BUCKHAMMER
RA Brands, LLC	3,055,409	BULLET (Word)
RA Brands, LLC	3,198,065	BULLET DESIGN
RA Brands, LLC	4,361,584	C15
RA Brands, LLC	4,476,859	CARBON-15
RA Brands, LLC	1,648,789	CBEE22
RA Brands, LLC	4,606,403	CLAW
RA Brands, LLC	3,500,765	COPPER SOLID
RA Brands, LLC	1,631,525	COPPER-LOKT
RA Brands, LLC	530,361	CORE-LOKT
RA Brands, LLC	2,288,199	DISINTEGRATOR
RA Brands, LLC	4,264,730	DPMS
RA Brands, LLC	4,709,394	DPMS GII
RA Brands, LLC	4,435,059	DPMS PANTHER ARMS & Design
RA Brands, LLC	1,487,521	DUPLEX
RA Brands, LLC	87/014,597 (Serial #)	ECHELON
RA Brands, LLC	3,309,831	ELITE HUNTER
RA Brands, LLC	2,553,080	ETRONX
RA Brands, LLC	1,629,078	EXPRESS
RA Brands, LLC	2,031,473	EXPRESS
RA Brands, LLC	4,507,951	EXPRESS
RA Brands, LLC	4,611,225	EXPRESS BIT
RA Brands, LLC	346,422	FIELDMASTER
RA Brands, LLC	2,843,452	FIELDMASTER
RA Brands, LLC	4,548,427	FIRST IN THE FIELD
RA Brands, LLC	4,258,888	FLIP THE SWITCH
RA Brands, LLC	3,456,762	GOLDEN SABER
RA Brands, LLC	2,498,142	GREAT EASTERN
RA Brands, LLC	2,132,273	GREEN (Box)
RA Brands, LLC	2,673,478	GREEN (Bullet With Green Casing)
RA Brands, LLC	2,220,937	GUN CLUB
RA Brands, LLC	5,341,554	HALCYON
RA Brands, LLC	3,614,383	HI-SPEED
RA Brands, LLC	4,422,859	HOG HAMMER

RA Brands, LLC	4,471,615	HYPERSONIC
RA Brands, LLC	3,929,560	HYPERSONIC STEEL
RA Brands, LLC	3,601,911	HYPOSONE
RA Brands, LLC	4,905,498	ILLUSION
RA Brands, LLC	2,121,942	INJECT ALLOY
RA Brands, LLC	223,998	KLEANBORE
RA Brands, LLC	2,329,006	LDA
RA Brands, LLC	3,365,501	MANAGED-RECOIL
RA Brands, LLC	2,059,534	MARINE MAGNUM
RA Brands, LLC	4,142,044	MOISTUREGUARD
RA Brands, LLC	4,531,854	MODEL 700
RA Brands, LLC	4,531,855	MODEL 870
RA Brands, LLC	4,026,621	MSR
RA Brands, LLC	4,729,388	MZL
RA Brands, LLC	4,756,634	NESIKA
RA Brands, LLC	2,041,087	NITRO 27
RA Brands, LLC	1,086,881	NITRO MAG
RA Brands, LLC	3,609,442	NITRO MAG
RA Brands, LLC	3,397,580	NITRO PHEASANT
RA Brands, LLC	3,397,579	NITRO TURKEY
RA Brands, LLC	3,365,502	NITRO-STEEL
RA Brands, LLC	1,882,081	P & Design
RA Brands, LLC	4,435,058	PANTHER ARMS
RA Brands, LLC	2,716,330	PARA
RA Brands, LLC	2,614,687	PARKER
RA Brands, LLC	324,506	PETERS
RA Brands, LLC	3,020,566	PETERS
RA Brands, LLC	60,728	PETERS (Stylized)
RA Brands, LLC	3,387,463	POWER LEVEL
RA Brands, LLC	799,017	POWER PISTON (Stylized)
RA Brands, LLC	1,908,366	PREMIER
RA Brands, LLC	3,248,505	PROBORE
RA Brands, LLC	2,061,907	R (Stylized)
RA Brands, LLC	2,211,023	R (Stylized)
RA Brands, LLC	4,827,872	R (Stylized)
RA Brands, LLC	5,042,485	R-25 GII
RA Brands, LLC	4,614,494	R51
RA Brands, LLC	4,023,818	R700 & DESIGN
RA Brands, LLC	336,055	RANGEMASTER
RA Brands, LLC	1,960,454	REM
RA Brands, LLC	4,240,074	REM
RA Brands, LLC	4,552,751	REM ALL IN
RA Brands, LLC	3,080,581	REM DRI
RA Brands, LLC	745,041	REMINGTON
RA Brands, LLC	1,027,328	REMINGTON (Stylized)

RA Brands, LLC	1,092,498	REMINGTON
RA Brands, LLC	1,843,652	REMINGTON
RA Brands, LLC	1,908,358	REMINGTON
RA Brands, LLC	2,019,103	REMINGTON
RA Brands, LLC	2,091,798	REMINGTON
RA Brands, LLC	2,282,454	REMINGTON
RA Brands, LLC	2,377,947	REMINGTON
RA Brands, LLC	2,872,763	REMINGTON
RA Brands, LLC	4,614,361	REMINGTON
RA Brands, LLC	187,871	REMINGTON (Stylized and Underlined)
RA Brands, LLC	2,035,984	REMINGTON (Stylized)
RA Brands, LLC	2,792,880	REMINGTON (Stylized)
RA Brands, LLC	2,821,830	REMINGTON (Stylized)
RA Brands, LLC	2,824,186	REMINGTON (Stylized)
RA Brands, LLC	2,824,188	REMINGTON (Stylized)
RA Brands, LLC	2,824,189	REMINGTON (Stylized)
RA Brands, LLC	2,824,191	REMINGTON (Stylized)
RA Brands, LLC	2,872,762	REMINGTON (Stylized)
RA Brands, LLC	4,086,621	REMINGTON
RA Brands, LLC	4,735,668	REMINGTON HTP HIGH TERMINAL PERFORMANCE
RA Brands, LLC	2,312,404	REM-LITE
RA Brands, LLC	86/274,401 (serial no.)	RK9
RA Brands, LLC	5,214,339	RP
RA Brands, LLC	1,032,208	R-P (Stylized and Design)
RA Brands, LLC	1,911,270	SENDERO
RA Brands, LLC	3,693,073	SHOOT LIKE A GIRL . . . IF YOU CAN !
RA Brands, LLC	514,027	SHUR SHOT
RA Brands, LLC	3,954,432	SILENT ARMY
RA Brands, LLC	1,290,918	SLUGGER
RA Brands, LLC	336,054	SPEEDMASTER
RA Brands, LLC	279,904	SPORTSMAN5
RA Brands, LLC	3,365,500	SPORTSMAN
RA Brands, LLC	3,998,213	SPORTSMAN
RA Brands, LLC	2,047,639	STS
RA Brands, LLC	4,364,262	SUPER CELL
RA Brands, LLC	3,924,798	SUPER MAG
RA Brands, LLC	3,687,791	SUPER SLUG

5 Borrower will use commercially reasonable efforts to (i) confirm the release or (ii) take appropriate actions to effectuate the release, of any outstanding security interests granted on this trademark to the extent such outstanding security interests predate January 1, 2009.

RA Brands, LLC	3,684,692	SUPER SLUG (Stylized)
RA Brands, LLC	2,843,948	TAC 8
RA Brands, LLC	3,309,829	TANGO
RA Brands, LLC	1,133,079	THUNDERBOLT
RA Brands, LLC	3,954,433	Ti-RANT
RA Brands, LLC	3,644,916	TRINYTE
RA Brands, LLC	4,783,164	TYRANT
RA Brands, LLC	49,616	U.M.C.
RA Brands, LLC	5,256,597	UML
RA Brands, LLC	3,188,363	ULTRA BONDED
RA Brands, LLC	3,927,230	ULTRA MAG
RA Brands, LLC	1,907,281	UMC
RA Brands, LLC	5,301,793	V3
RA Brands, LLC.	4,029,749	VERSA MAX
RA Brands, LLC	3,935,038	VERSAMAX
RA Brands, LLC	4,007,056	VERSAPORT
RA Brands, LLC	1,786,679	VIPER
RA Brands, LLC	3,366,946	WHITETAIL PRO
RA Brands, LLC	3,390,008	WHITETAIL PRO
RA Brands, LLC	541,094	WINGMASTER (Stylized)
RA Brands, LLC	3,366,872	WINGMASTER HD
RA Brands, LLC	4,602,778	WOOD TECH
RA Brands, LLC	3,532,502	WOODSMaster
RA Brands, LLC	3,540,721	X-MARK PRO
RA Brands, LLC	1,177,128	YELLOW JACKET
RA Brands, LLC	3,309,830	ZULU

(7) FGI Finance Inc.

UNITED STATES TRADEMARKS: None.

(8) FGI Holding Company, LLC

UNITED STATES TRADEMARKS: None.

EXHIBIT C
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

UNITED STATES COPYRIGHTS

(1) FGI Operating Company, LLC: None

(2) Remington Arms Distribution Company, LLC: None

(3) TMRI, Inc.: None

(4) Barnes Bullets, LLC: None

(5) Remington Arms Company, LLC:

Reg. No.	Published	Registered	Description
VAu-1-987-838		March 27, 2012	TAPCO iPhone AR-15 Artword

(6) RA Brands, LLC

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)
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"

(7) FGI Finance Inc.: None

(8) FGI Holding Company, LLC: None

EXHIBIT D
TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property Licenses

COMPANY	APPLICABLE INTELLECTUAL PROPERTY	LICENSOR	SCOPE OF LICENSE
Remington Arms Company, LLC	Patent	MagPul Industries Corp.	ACR Rifle
Remington Arms Company, LLC	Patent	MagPul Industries Corp.	M-LOK (royalty-free license)
Remington Arms Company, LLC	Patent	National Machinery	Exclusivity for 9mm case forming technology
Remington Arms Company, LLC	Patent	Norgon	Ambidextrous AR controls
Remington Arms Company, LLC	Patent	Advanced Technology Inc.	TAPCO Saiga Handguard
Remington Arms Company, LLC	Trademark	Haas Outdoors, Inc.	Mossy Oak camo for guns
Remington Arms Company, LLC	Trademark	Jordan Outdoor Enterprises, Ltd.	RealTree camo for guns
Remington Arms Company, LLC	Patent	Hogue	Long Gun Stock
Remington Arms Company, LLC	Trademark	Ducks Unlimited	Part of preferred vendor and sponsorship deal
Remington Arms Company, LLC	Patent	Robert Silvers	AAC flash hidere and other parts
Remington Arms Company, LLC	Trademark	Jerry Miculek	Rifle compensators