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(Rev. 03/01)

RE



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

101828256

Tab settings

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

1. Name of conveying party(ies):  
Remington Corporation, L.L.C. **82701**

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other Delaware Limited Liability Company

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

2. Name and address of receiving party(ies)  
Name: Fleet Capital Corporation, as Agent  
Internal  
Address: \_\_\_\_\_  
Street Address: 200 Glastonbury Boulevard  
City: Glastonbury State: CT Zip: 06033

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Rhode Island  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: August 21, 2001

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) 75/351738

B. Trademark Registration No.(s) 2,470,661

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Kaye Scholer LLP  
 Internal Address: Attn: Lauren Bernstein, Esq.

**08/29/2001** **TDIAZ1 00000077 75351738**  
**40.00 OP**  
**3475.00 DP**

Street Address: 425 Park Avenue  
 City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 140

7. Total fee (37 CFR 3.41).....\$ 3,515.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
 \_\_\_\_\_  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Johanne Remy  
 Name of Person Signing

Signature

8-24-01  
 Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

<u>COMPANY</u>	<u>TRADEMARK</u>	<u>REG DATE</u>	<u>REG.</u>	<u>APPL.</u>	<u>COUNTRY</u>
REMINGTON CORPORATION, L.L.C.	TCT	7/17/2001	2,470,661	78/007538	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON	5/6/1975	1,009,949	73/015371	UNITED STATES
REMINGTON CORPORATION, L.L.C.	SON OF A GUN	7/29/1975	1,016,788	73/041692	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON	5/23/1978	1,091,856	73/106148	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON	6/2/1981	1,156,146	73/212115	UNITED STATES
REMINGTON CORPORATION, L.L.C.	CRAZY BRUSH	11/23/1982	1,217,349	229643	UNITED STATES
REMINGTON CORPORATION, L.L.C.	CRAZY TWIRL	2/1/1983	1,225,820	339414	UNITED STATES
REMINGTON CORPORATION, L.L.C.	THE POWER TO MAKE YOU BEAUTIFUL	2/22/1983	1,228,377	420631	UNITED STATES
REMINGTON CORPORATION, L.L.C.	LITTLE TWIRL	5/17/1983	1,238,141	73/360199	UNITED STATES
REMINGTON CORPORATION, L.L.C.	THE POWER TO MAKE YOU BEAUTIFUL	6/19/1984	1,282,276	336505	UNITED STATES
REMINGTON CORPORATION, L.L.C.	TOUCH UP	12/4/1984	1,307,707	73/412685	UNITED STATES
REMINGTON CORPORATION, L.L.C.	LADY REMINGTON	12/11/1984	1,308,668	73/454652	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REVERSE A BELT	12/11/1984	1,309,080	73/391061	UNITED STATES
REMINGTON CORPORATION, L.L.C.	TIMEWAVE	1/29/1985	1,316,762	472162	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON	4/23/1985	1,331,759	73/434502	UNITED STATES
REMINGTON CORPORATION, L.L.C.	MICRO SCREEN	9/3/1985	1,357,665	73/465462	UNITED STATES
REMINGTON CORPORATION, L.L.C.	STYLE STTER & DESIGN	9/24/1985	1,361,607	73/530277	UNITED STATES
REMINGTON CORPORATION, L.L.C.	SUPER MESH	11/12/1985	1,369,827	73/462066	UNITED STATES
REMINGTON CORPORATION, L.L.C.	SHAVES AS CLOSE AS A BLADE OR YOUR MONEY BACK.	12/17/1985	1,375,509	500075	UNITED STATES
REMINGTON CORPORATION, L.L.C.	TIME SAVER	1/7/1986	1,377,049	544386	UNITED STATES
REMINGTON CORPORATION, L.L.C.	TIME SAVER & DESIGN	1/7/1986	1,377,050	544387	UNITED STATES
REMINGTON CORPORATION, L.L.C.	I LIKED IT SO MUCH I BOUGHT THE COMPANY.	4/22/1986	1,391,147	73/520642	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMROCK	5/27/1986	1,394,604	534717	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMROCK	5/27/1986	1,394,604	534717	UNITED STATES
REMINGTON CORPORATION, L.L.C.	STYLE SETTER	6/10/1986	1,396,535	73/530408	UNITED STATES
REMINGTON CORPORATION, L.L.C.	MUSCLE MINDER	6/19/1986	1,405,655	73/538090	UNITED STATES
REMINGTON CORPORATION, L.L.C.	BENDERS	9/9/1986	1,408,309	73/578433	UNITED STATES
REMINGTON CORPORATION, L.L.C.	SWORDS OF THE WORLD	10/7/1986	1,412,084	73/581957	UNITED STATES
REMINGTON CORPORATION, L.L.C.	VIC VAC	1/27/1987	1,426,404	603664	UNITED STATES
REMINGTON CORPORATION, L.L.C.	LEKTRO	2/10/1987	1,428,064	73/608779	UNITED STATES
REMINGTON CORPORATION, L.L.C.	XLR	4/28/1987	1,437,773	73/603663	UNITED STATES
REMINGTON CORPORATION, L.L.C.	ULTIMATE	5/12/1987	1,439,000	618409	UNITED STATES
REMINGTON CORPORATION, L.L.C.	THE RIGHT ANGLE	12/15/1987	1,468,831	657912	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON	1/19/1988	1,472,924	73/647584	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON	3/1/1988	1,478,550	73/653841	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON	3/15/1988	1,480,838	73/644078	UNITED STATES

<u>COMPANY</u>	<u>TRADEMARK</u>	<u>REG DATE</u>	<u>REG.</u>	<u>APPL.</u>	<u>COUNTRY</u>
REMINGTON CORPORATION, L.L.C.	TRIPLE ACTION	5/17/1988	1,488,188	73/685497	UNITED STATES
REMINGTON CORPORATION, L.L.C.	SMOOTH & SILKY	6/28/1988	1,493,914	649608	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMPRO	8/30/1988	1,502,526	699415	UNITED STATES
REMINGTON CORPORATION, L.L.C.	CARE SETTER	9/6/1988	1,502,859	73/661683	UNITED STATES
REMINGTON CORPORATION, L.L.C.	SHAVER SAVER	9/27/1988	1,505,516	73/676182	UNITED STATES
REMINGTON CORPORATION, L.L.C.	MICROSHARP	1/24/1989	1,521,571	73/685554	UNITED STATES
REMINGTON CORPORATION, L.L.C.	FUZZ-AWAY	3/7/1989	1,528,301	73/652058	UNITED STATES
REMINGTON CORPORATION, L.L.C.	LADY REMINGTON	3/28/1989	1,531,675	73/736133	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON	4/4/1989	1,532,739	73/507505	UNITED STATES
REMINGTON CORPORATION, L.L.C.	SAFE-T	5/9/1989	1,537,945	74/228505	UNITED STATES
REMINGTON CORPORATION, L.L.C.	LEKTRO	6/13/1989	1,543,298	73/736132	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON	7/4/1989	1,546,845	73/715000	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON SHAVERS & KNIVES	8/8/1989	1,551,381	715001	UNITED STATES
REMINGTON CORPORATION, L.L.C.	HYGIENIC CLIPPER	11/14/1989	1,565,523	73/657124	UNITED STATES
REMINGTON CORPORATION, L.L.C.	LADY REMINGTON	8/14/1990	1,609,568	73/788026	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON	11/24/1992	1,734,704	73/808489	UNITED STATES
REMINGTON CORPORATION, L.L.C.	SLIMLINES	3/23/1993	1,760,621	74/228504	UNITED STATES
REMINGTON CORPORATION, L.L.C.	SWING SETTER	5/4/1993	1,769,195	74/228321	UNITED STATES
REMINGTON CORPORATION, L.L.C.	SOUNDMATE	5/17/1994	1,836,810	74/359880	UNITED STATES
REMINGTON CORPORATION, L.L.C.	POLISH AWAY	9/20/1994	1,854,388	74/384913	UNITED STATES
REMINGTON CORPORATION, L.L.C.	AERO SERIES	8/1/1995	1,909,255	74/475059	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON	9/12/1995	1,919,072	74/403638	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON	11/28/1995	1,939,020	74/497048	UNITED STATES
REMINGTON CORPORATION, L.L.C.	LADY REMINGTON	12/12/1995	1,940,739	74/558414	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON	4/9/1996	1,967,474	74/505682	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON	4/9/1996	1,967,481	74/532160	UNITED STATES
REMINGTON CORPORATION, L.L.C.	VISIBLE HEAT	8/6/1996	1,992,118	74/620225	UNITED STATES
REMINGTON CORPORATION, L.L.C.	SMART SETTER	8/13/1996	1,994,130	74/595084	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON EXPRESS SET	2/18/1997	2,039,245	74/477057	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON	4/25/1997	2,040,472	75/079064	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON THE GROOMING COMPANY	7/1/1997	2,075,343	75/079065	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON QUICK CURL SETTER	9/22/1998	2,191,549	75/288499	UNITED STATES
REMINGTON CORPORATION, L.L.C.	SALON PERFORMANCE	1/12/1999	2,217,842		UNITED STATES
REMINGTON CORPORATION, L.L.C.	INTERCEPT	3/2/1999	2,229,656		UNITED STATES
REMINGTON CORPORATION, L.L.C.	REFLEX NODES	3/30/1999	2,236,209	75/378210	UNITED STATES
REMINGTON CORPORATION, L.L.C.	POWER STYLER	6/1/1999	2,250,231	75/283762	UNITED STATES

<u>COMPANY</u>	<u>TRADEMARK</u>	<u>REG DATE</u>	<u>REG.</u>	<u>APPL.</u>	<u>COUNTRY</u>
REMINGTON CORPORATION, L.L.C.	BUILT TO SHAVE INCREDIBLY CLOSE	7/27/1999	<b>2,265,843</b>		UNITED STATES
REMINGTON CORPORATION, L.L.C.	TIGHT CURLS	9/7/1999	<b>2,276,853</b>	75/398251	UNITED STATES
REMINGTON CORPORATION, L.L.C.	COLOR VIEW	9/21/1999	<b>2,280,027</b>	75/416531	UNITED STATES
REMINGTON CORPORATION, L.L.C.	PRECISION	10/5/1999	<b>2,283,980</b>	75/409458	UNITED STATES
REMINGTON CORPORATION, L.L.C.	TRUE TRAVEL	10/12/1999	<b>2,286,544</b>	75/423049	UNITED STATES
REMINGTON CORPORATION, L.L.C.	PRO AIR	12/7/1999	<b>2,298,887</b>	75/441003	UNITED STATES
REMINGTON CORPORATION, L.L.C.	EASY-VIEW	12/14/1999	<b>2,300,640</b>		UNITED STATES
REMINGTON CORPORATION, L.L.C.	PRECISION	12/14/1999	<b>2,300,884</b>	75/486446	UNITED STATES
REMINGTON CORPORATION, L.L.C.	ACU-VIEW	2/22/2000	<b>2,322,248</b>	75/397337	UNITED STATES
REMINGTON CORPORATION, L.L.C.	MICROFLEX	3/7/2000	<b>2,327,340</b>	75/495632	UNITED STATES
REMINGTON CORPORATION, L.L.C.	FAST-TRACK	4/4/2000	<b>2,339,255</b>	75/521195	UNITED STATES
REMINGTON CORPORATION, L.L.C.	SMART STYLER	4/18/2000	<b>2,342,194</b>	75/409207	UNITED STATES
REMINGTON CORPORATION, L.L.C.	RETRO CHROME	6/6/2000	<b>2,356,272</b>	75/591660	UNITED STATES
REMINGTON CORPORATION, L.L.C.	DUAL ACTION	6/13/2000	<b>2,357,143</b>	75/654695	UNITED STATES
REMINGTON CORPORATION, L.L.C.	VORTEX	10/17/2000	<b>2,396,363</b>	75/559180	UNITED STATES
REMINGTON CORPORATION, L.L.C.	SHEER GOLD	1/2/2001	<b>2,418,428</b>	75/731134	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON	1/9/2001	<b>2,420,306</b>	75/824779	UNITED STATES
REMINGTON CORPORATION, L.L.C.	WILD SIDE	4/24/2001	<b>2,447,130</b>	75/862714	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON	11/7/1939	<b>372,566</b>	71/394304	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON	10/2/1945	<b>416,818</b>	71/472710	UNITED STATES
REMINGTON CORPORATION, L.L.C.	LEKTRON	11/2/1948	<b>441,201</b>	507682	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON	7/9/1963	<b>752,672</b>	72/152453	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON	12/17/1963	<b>761,721</b>	72/157429	UNITED STATES
REMINGTON CORPORATION, L.L.C.	SELECTRO	11/7/1967	<b>838,328</b>	256606	UNITED STATES
REMINGTON CORPORATION, L.L.C.	SELEKTRONIC	5/28/1968	<b>849,758</b>	256605	UNITED STATES
REMINGTON CORPORATION, L.L.C.	TRUE TO LIGHT	6/24/1969	<b>871,682</b>	304445	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON	6/25/1974	<b>986,980</b>	72/430506	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON	7/16/1974	<b>988,280</b>	72/430505	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON	7/30/1974	<b>989,674</b>	72/430068	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON	12/10/1974	<b>999,410</b>	72/430587	UNITED STATES
REMINGTON CORPORATION, L.L.C.	THE REMINGTON STORE			<b>75/351738</b>	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON			<b>75/521194</b>	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON			<b>75/585132</b>	UNITED STATES
REMINGTON CORPORATION, L.L.C.	SPA THERAPY COLLECTION DESIGN			<b>75/607061</b>	UNITED STATES
REMINGTON CORPORATION, L.L.C.	SHAVES INCREDIBLY CLOSE OR YOUR MONEY BACK			<b>75/800966</b>	UNITED STATES

<u>COMPANY</u>	<u>TRADEMARK</u>	<u>REG DATE</u>	<u>REG.</u>	<u>APPL.</u>	<u>COUNTRY</u>
REMINGTON CORPORATION, L.L.C.	TWISTERS			75/805709	UNITED STATES
REMINGTON CORPORATION, L.L.C.	DRYADELIC			75/846115	UNITED STATES
REMINGTON CORPORATION, L.L.C.	INSTA-CLIP			75/846116	UNITED STATES
REMINGTON CORPORATION, L.L.C.	POWER TO LOOK YOUR BEST			75/856675	UNITED STATES
REMINGTON CORPORATION, L.L.C.	POWER TO LOOK YOUR BEST			75/856943	UNITED STATES
REMINGTON CORPORATION, L.L.C.	NATURE'S THERAPY COLLECTION and design			75/942,064	UNITED STATES
REMINGTON CORPORATION, L.L.C.	NATURE'S THERAPY COLLECTION and design			75/942064	UNITED STATES
REMINGTON CORPORATION, L.L.C.	NATURE'S THERAPY COLLECTION and design			75/942064	UNITED STATES
REMINGTON CORPORATION, L.L.C.	TOUCH OF BEAUTY			76/001935	UNITED STATES
REMINGTON CORPORATION, L.L.C.	SPORTS THERAPY COLLECTION and design			76/002897	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON			76/242,986	UNITED STATES
REMINGTON CORPORATION, L.L.C.	EASY-READER			78/004023	UNITED STATES
REMINGTON CORPORATION, L.L.C.	MASSAGE THERAPIST			78/004891	UNITED STATES
REMINGTON CORPORATION, L.L.C.	CURLADELIC			78/010616	UNITED STATES
REMINGTON CORPORATION, L.L.C.	TOTAL CLOSENESS TECHNOLOGY			78/011463	UNITED STATES
REMINGTON CORPORATION, L.L.C.	TOTAL CLOSENESS OR YOUR MONEY BACK			78/011469	UNITED STATES
REMINGTON CORPORATION, L.L.C.	INTERCEPT TRIMMER			78/011587	UNITED STATES
REMINGTON CORPORATION, L.L.C.	NATURE'S CLOCK BY REMINGTON			78/012821	UNITED STATES
REMINGTON CORPORATION, L.L.C.	SPEED SETTER			78/014310	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON			78/018415	UNITED STATES
REMINGTON CORPORATION, L.L.C.	DREAM CLOCK			78/026782	UNITED STATES
REMINGTON CORPORATION, L.L.C.	PRECISION PRO			78/029,168	UNITED STATES
REMINGTON CORPORATION, L.L.C.	TRAVEL 'N STYLE			78/0333367	UNITED STATES
REMINGTON CORPORATION, L.L.C.	SHIMMER			78/035,726	UNITED STATES
REMINGTON CORPORATION, L.L.C.	POWER TO LOOK YOUR BEST			78/045355	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON			78/050434	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON			78/053787	UNITED STATES
REMINGTON CORPORATION, L.L.C.	REMINGTON			78/053996	UNITED STATES
REMINGTON CORPORATION, L.L.C.	SMOOTH & SILKY			78/057899	UNITED STATES
REMINGTON CORPORATION, L.L.C.	SMOOTH & SILKY			78/057899	UNITED STATES
REMINGTON CORPORATION, L.L.C.	PRO AIR PEARLESENCE			78/060480	UNITED STATES
REMINGTON CORPORATION, L.L.C.	DUAL FOIL			N/A	UNITED STATES
REMINGTON CORPORATION, L.L.C.	SWIRL			n/a	UNITED STATES



## SECURITY AGREEMENT

### TRADEMARKS

WHEREAS, REMINGTON CORPORATION, L.L.C., a Delaware limited liability company (herein referred to as "Grantor"), whose address is 60 Main Street, Bridgeport, Connecticut 06604, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the attached Schedule 2-A, which trademarks, trade names, trade styles and service marks are registered in or have been applied for registration in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, REMINGTON PRODUCTS COMPANY, L.L.C., a Delaware limited liability company (the "Company"), and certain of its subsidiaries, have entered into a Credit and Guarantee Agreement dated as of August 21, 2001 (said Agreement as it may be hereafter amended, supplemented, restated or otherwise modified from time to time being the "Credit Agreement") with the Lenders party thereto, Fleet Securities, Inc., as sole advisor, lead arranger and book manager, Congress Financial Corporation (New England), as syndication agent and co-arranger, and Fleet Capital Corporation, as administrative agent (together with any successor in such capacity, is herein referred to as the "Grantee"), and in connection therewith, the Secured Parties (as defined in the Security Agreement and Mortgage (defined below)) are desirous of having a security interest and mortgage in favor of Grantee on the Trademarks in order to secure the payment of certain obligations of the Company and its Subsidiaries now or hereafter owing to the Secured Parties;

WHEREAS, Grantor, a direct subsidiary of the Company, together with certain of its affiliates, has entered into a Patents, Trademarks and Copyrights Security Agreement and Mortgage dated as of August 21, 2001 (said Agreement, as it may hereafter be amended, supplemented or otherwise modified from time to time being the "Security Agreement and Mortgage"; capitalized terms used therein and not otherwise defined herein being used herein as therein defined) in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement and Mortgage, Grantor has granted to Grantee a security interest in, and mortgage on, all right, title and interest of Grantor in and to the Trademarks, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings thereof in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any political subdivision thereof, all whether now or hereafter owned by Grantor, and all reissues, extensions or renewals thereof and all proceeds thereof, including, without limitation, any claims by

Assignor against third parties for infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant to Grantee a security interest in, and mortgage on, the Collateral and, effective upon the occurrence of and for so long as an Event of Default is continuing under the Credit Agreement, assigns the Collateral (other than intent-to-use applications for which a statement of use has not been filed) to Grantee, in order to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement and Mortgage, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is 200 Glastonbury Boulevard, Glastonbury, CT 06033.

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IN WITNESS WHEREOF, Grantor has duly executed or caused this Assignment to be duly executed as of the 17 day of August, 2001.

[Seal]

REMINGTON CORPORATION, L.L.C.

By Joel K. Bedol  
Name: Joel K. Bedol  
Title: Secretary



STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 17<sup>th</sup> day of August, 2001, before me personally appeared  
Joel Kevin Bedol, to me known, who, being by me duly sworn, did  
depose and say that he/she resides at 10 Lone Pine Lane, Westport, CT 06880 and  
that he/she is Secretary of the Grantor; [that he/she knows the seal of said  
corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed  
pursuant to authority of the Board of Directors of said corporation] and that he/she signed his/her  
name thereto in his/her capacity as an authorized officer of said limited liability company  
pursuant to such authority.

  
\_\_\_\_\_  
Notary Public

BEVERLY A. WEBB  
Notary Public, State of New York  
No. 24-4867475  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires August 25, 2002

Doc. #3032928.WPD