

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|-------------------------------------|
| RA Brands, L.L.C. | | 03/15/2006 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | Wachovia Bank, National Association |
| Street Address: | 301 South College Street |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28288 |
| Entity Type: | national banking association: UNITED STATES |

PROPERTY NUMBERS Total: 30

| Property Type | Number | Word Mark |
|----------------------|---------|------------------|
| Registration Number: | 2978531 | AIRMASTER |
| Registration Number: | 3055409 | BULLET |
| Registration Number: | 2843948 | TAC 8 |
| Registration Number: | 3020566 | PETERS |
| Registration Number: | 2992569 | STS |
| Registration Number: | 3001550 | REMINGTON |
| Registration Number: | 2988217 | SPARTAN GUNWORKS |
| Registration Number: | 2995937 | REMINGTON |
| Registration Number: | 2840235 | R3 |
| Registration Number: | 2841836 | BUCKHAMMER |
| Registration Number: | 2802467 | CONQUEST |
| Registration Number: | 2872763 | REMINGTON |
| Registration Number: | 2872762 | REMINGTON |

OP \$765.00 2978531

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|----------------------|----------|------------------------|
| Registration Number: | 2792880 | REMINGTON |
| Registration Number: | 2824191 | REMINGTON |
| Registration Number: | 2824190 | REMINGTON |
| Registration Number: | 2824189 | REMINGTON |
| Registration Number: | 2821830 | REMINGTON |
| Registration Number: | 2824188 | REMINGTON |
| Registration Number: | 2824187 | REMINGTON |
| Registration Number: | 2824186 | REMINGTON |
| Registration Number: | 2843452 | FIELDMASTER |
| Registration Number: | 2802850 | REMINGTON |
| Serial Number: | 78405389 | REM DRI |
| Serial Number: | 78764761 | REMINGTON |
| Serial Number: | 78741734 | SUPER MAGNUM |
| Serial Number: | 78738013 | SUPER MAG |
| Serial Number: | 78734986 | FAST ACTION SOFT TOUCH |
| Serial Number: | 78734985 | F.A.S.T. |
| Serial Number: | 78529895 | |

CORRESPONDENCE DATA

Fax Number: (404)522-8409
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-880-4758
Email: myoung@phrd.com
Correspondent Name: Marcus Young
Address Line 1: 285 Peachtree Center Avenue N.E.
Address Line 2: 1500 Marquis Two Tower
Address Line 4: Atlanta, GEORGIA 30303

| | |
|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 866.171 |
| NAME OF SUBMITTER: | Mitchell M. Purvis |
| Signature: | /mmp/ |
| Date: | 03/16/2006 |

Total Attachments: 8
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March 15, 2006

Wachovia Bank, National Association, as Agent
301 South College Street
Charlotte, North Carolina 28288
Attention: Bruce K. Rhodes

Re: First Amendment to Patent and Trademark Security Agreement

Ladies and Gentlemen:

Reference is made to that certain Patent and Trademark Security Agreement between RA Brands, L.L.C., a Delaware limited liability company ("Grantor"), and Wachovia Bank, National Association, as administrative and collateral agent (in such capacity, "Agent") for the Lenders (as hereinafter defined), dated January 24, 2003 (the "IP Security Agreement"), recorded in the United States Patent and Trademark Office ("USPTO") on January 30, 2003, at Reel/Frame number 13718/418 (with respect to patents and patent applications) and at Reel/Frame number 2660/600 (with respect to trademarks and trademark applications). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meanings ascribed to such terms in the IP Security Agreement.

Remington Arms Company, Inc. and RA Factors, Inc., each a Delaware corporation (each a "Borrower" and collectively ("Borrowers")), entered into a certain Credit Agreement dated January 24, 2003 with Agent and various financial institutions party from time to time thereto ("Lenders") (as amended prior to the date hereof, the "Original Credit Agreement"), and in connection therewith, Grantor executed and delivered to Agent, for the benefit of itself and Lenders, a Subsidiary Guaranty dated January 24, 2003 pursuant to which Grantor guaranteed all of the Obligations under (and as defined in) the Original Credit Agreement owing by Borrowers to Agent and Lenders (the "Subsidiary Guaranty"), which Subsidiary Guaranty, and Grantor's obligations to Agent and Lenders thereunder, are secured by, among other things, the IP Security Agreement and the Collateral described therein.

Borrowers, Agent and Lenders have now entered into an Amended and Restated Credit Agreement dated the date hereof, which amends and restates the Original Credit Agreement (as at any time amended, restated, modified or supplemented, the "Amended and Restated Credit Agreement"), and it is a condition to the Agent's and Lenders' willingness to make loans and other financial accommodations to or for the benefit of Borrowers under the Amended and Restated Credit Agreement that Grantor agree to enter into this letter agreement and to amend the IP Security Agreement as hereinafter set forth.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Grantor hereby acknowledges and confirms that, in order to secure the prompt payment and performance to Lenders of all of the Obligations, Grantor assigned, pledged and granted to Agent, for the benefit of itself and Lenders, pursuant to the IP Security Agreement, a continuing security interest and Lien upon the Collateral then owned or thereafter acquired by Grantor or in which Grantor then had or at any time in the future may acquire any right, title or interest, including, without limitation, all of Grantor's Trademarks and Patents.

Grantor has obtained rights to the Trademarks listed on the attached Schedule I-A and the Patents listed on the attached Schedule II-A. Agent and Grantor hereby agree to amend the IP Security Agreement to add the Trademarks listed on Schedule I-A and the Patents listed on Schedule II-A as provided below.

Schedule I to the IP Security Agreement is hereby amended by adding to the list of Trademarks thereon those Trademarks listed on Schedule I-A attached hereto. Schedule II to the IP Security Agreement is hereby amended by adding to the list of Trademarks thereon those Trademarks listed on Schedule II-A attached hereto. Agent is hereby authorized to attach to the IP Security Agreement a copy of Schedule I-A as a supplement to Schedule I thereto and Schedule II-A as a supplement to Schedule II thereto and to file a copy, or copies, of the IP Security Agreement, as so supplemented, and/or of this letter agreement, with the USPTO at Grantor's expense.

Grantor hereby restates and reaffirms the representations, warranties, covenants and agreements made by Grantor in the IP Security Agreement, subject to the terms and conditions thereof. Additionally, Grantor hereby represents and warrants to Agent and Lenders that Schedule I and Schedule II to the IP Security Agreement, each as amended herein, contain a complete and accurate list of the Trademarks and Patents owned by Grantor as of the date hereof, and that all such Trademarks and Patents described in Schedules I and Schedule II to the IP Security Agreement, each as amended herein, shall constitute Collateral under the IP Security Agreement securing the Obligations. Grantor further represents and warrants to Agent and Lenders that it has the full authority to enter into this letter agreement and to grant the security interest and Lien provided for in the IP Security Agreement.


Grantor agrees to take such further actions as Agent shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

This letter agreement shall be effective upon execution by Grantor and acceptance by Agent (notice of which acceptance is hereby waived), and shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to the conflict of laws principles thereof, other than Section 5-1401 of the New York General Obligations Law). This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission or by email/electronic delivery shall be deemed to be an original signature hereto.

If the terms of this letter agreement are acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter.

Very truly yours,

RA BRANDS, LLC

By: 
Title: VP + Director

Accepted and agreed to this
____ day of _____, 2006:

WACHOVIA BANK, NATIONAL ASSOCIATION, as Agent

By: _____

Title: _____

If the terms of this letter agreement are acceptable to Agent , please evidence its agreement by executing the enclosed copy of this letter.

Very truly yours,

RA BRANDS, LLC

By: _____

Title: _____

Accepted and agreed to this
15th day of March, 2006:

WACHOVIA BANK, NATIONAL ASSOCIATION, as Agent

By: Benny Probst

Title: DIRECTOR

**SCHEDULE I-A
RA Brands, LLC**

TRADEMARKS

| <u>Trademark</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Serial Number</u> | <u>Filing Date</u> |
|------------------|----------------------------|--------------------------|----------------------|--------------------|
| AIRMASTER | 2978531 | 7/26/05 | 78211720 | 2/6/03 |
| BULLET | 3055409 | 1/31/06 | 78574824 | 2/25/05 |
| TAC 8 | 2843948 | 5/18/04 | 78170963 | 10/4/02 |
| PETERS | 3020566 | 11/29/05 | 78493022 | 10/1/04 |
| STS | 2992569 | 9/6/05 | 78457314 | 7/27/04 |
| REMINGTON | 3001550 | 9/27/05 | 78457309 | 7/27/04 |
| SPARTAN GUNWORKS | 2988217 | 8/23/05 | 78346379 | 12/30/03 |
| REMINGTON | 2995937 | 9/13/05 | 78331231 | 11/21/03 |
| R3 | 2840235 | 5/11/04 | 78224277 | 3/11/03 |
| BUCKHAMMER | 2841836 | 5/11/04 | 78222508 | 3/6/03 |
| CONQUEST | 2802467 | 1/6/04 | 78211690 | 2/6/03 |
| REMINGTON | 2872763 | 8/10/04 | 78203505 | 1/15/03 |
| REMINGTON | 2872762 | 8/10/04 | 78203503 | 1/15/03 |
| REMINGTON | 2792880 | 12/9/03 | 78092172 | 11/7/01 |
| REMINGTON | 2824191 | 3/16/04 | 78092170 | 11/7/01 |
| REMINGTON | 2824190 | 3/16/04 | 78092169 | 11/7/01 |
| REMINGTON | 2824189 | 3/16/04 | 78092168 | 11/7/01 |
| REMINGTON | 2821830 | 3/9/04 | 78092165 | 11/7/01 |
| REMINGTON | 2824188 | 3/16/04 | 78092164 | 11/7/01 |
| REMINGTON | 2824187 | 3/16/04 | 78092163 | 11/7/01 |
| REMINGTON | 2824186 | 3/16/04 | 78092161 | 11/7/01 |
| FIELDMASTER | 2843452 | 5/18/04 | 76239061 | 4/10/01 |
| REMINGTON | 2802850 | 1/6/04 | 76199605 | 1/18/01 |

TRADEMARK APPLICATIONS

| <u>Trademark</u> | <u>Serial Number</u> | <u>Filing Date</u> |
|------------------------|----------------------|--------------------|
| REM DRI | 78405389 | 4/21/04 |
| REMINGTON | 78764761 | 12/1/05 |
| SUPER MAGNUM | 78741734 | 10/27/05 |
| SUPER MAG | 78738013 | 10/21/05 |
| FAST ACTION SOFT TOUCH | 78734986 | 10/18/05 |
| F.A.S.T. | 78734985 | 10/18/05 |
| Bullet Design | 78529895 | 12/9/04 |

SCHEDULE II-A**PATENTS**

| Title | Patent Number | Issue Date | Application Number | Application Date |
|------------------------|---------------|------------|--------------------|------------------|
| Carrier Locking Device | 6,742,298 | 06/01/2004 | 10/418,488 | 04/18/2003 |

PATENT APPLICATIONS

| Title | Application Number | Application Date |
|---|--------------------|------------------|
| Composite Receiver for Firearms | 60/471,266 | 05/16/2003 |
| Dual Lug Rotary Lock-up | 60/473,277 | 05/23/2003 |
| Actuator Assembly | 10/632,879 | 08/01/2003 |
| Lead Attached Sabot Slug | 10/643,831 | 08/19/2003 |
| Modular Barrel Assembly | 60/498,567 | 08/28/2003 |
| Method of Forming a Composite Barrel | 60/501,884 | 09/10/2003 |
| Process for Imprinting a Composite Barrel Assembly | 60/501,685 | 09/10/2003 |
| Action Rate Control System | 60/516,583 | 10/31/2003 |
| Roller Sear/Hammer Interface for Firearms | 60/516,443 | 10/31/2003 |
| Firing Pin Assembly | 60/523,468 | 11/19/2003 |
| Magazine Ejection Clip with Spring Retainer/Release | 60/530,719 | 12/18/2003 |
| Firing Pin Assembly | 10/752,909 | 01/07/2004 |
| Recoil Pad Design | 60/536,330 | 01/13/2004 |
| Fire Control Adjustment System | 10/757,108 | 01/14/2004 |
| Priming Mixtures for Small Arms | 10/764,246 | 01/23/2004 |
| Barrel Attachment System | 60/540,360 | 01/30/2004 |
| Firearm Stock Connector | 60/547,913 | 02/26/2004 |
| Barrel Accessory Rail System | 60/557,987 | 03/30/2004 |

| Title | Application Number | Application Date |
|--|--------------------|------------------|
| Composite Receiver for Firearms | 10/845,430 | 05/13/2004 |
| Bolt Assembly With Locking System | 10/851,491 | 05/21/2004 |
| Firearm Orientation Drop Sensors | 10/878,216 | 06/28/2004 |
| Modular Barrel Assembly | 10/920,929 | 08/18/2004 |
| Process for Imprinting a Composite Barrel Assembly | 10/939,175 | 09/10/2004 |
| Action Rate Control System | 10/973,736 | 10/26/2004 |
| Roller Sear/Hammer Interface for Firearms | 10/973,679 | 10/26/2004 |
| Touch Sensor Firearm Safety System | 60/627,636 | 11/12/2004 |
| Sling Swivel Attachment | 60/627,340 | 11/12/2004 |
| Firearm With Enhanced Corrosion and Wear Resistance Properties | 60/647,926 | 01/27/2005 |
| Barrel Attachment System | 11/047,019 | 01/31/2005 |
| Firearm Stock Connector | 11/066,021 | 02/25/2005 |
| Bismuth Oxide Primer Composition | 11/087,274 | 03/23/2005 |
| Shell Stripper Assembly | 60/664,847 | 03/24/2005 |
| Barrel Accessory Rail System | 11/091,650 | 03/28/2005 |
| Portable Covert License Plate Reader | 60/706,163 | 08/05/2005 |
| Touch Sensor Firearm Safety System | 11/271,699 | 11/12/2005 |
| Sling Swivel Attachment | Not Yet Assigned | 11/14/2005 |
| Firearm With Enhanced Corrosion and Wear Resistance Properties | Not Yet Assigned | 01/27/2006 |
| Firearm Holding Device | Not Yet Assigned | 01/31/2006 |
| Modular Accessory Rail System | Not Yet Assigned | 02/08/2006 |

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