

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		GRANT OF SECURITY INTEREST IN EXCLUSIVELY LICENSED TRADEMARK RIGHTS	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Colt Defense LLC		11/10/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0827453	COLT AR-15	
Registration Number:	0830862	COLT AR-15	
CORRESPONDENCE DATA			
Fax Number:	(650)251-5002		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-251-6108		
Email:	jmull@stblaw.com		
Correspondent Name:	Marcela Robledo		
Address Line 1:	2550 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	509265/1477		
NAME OF SUBMITTER:	J. Jason Mull		
Signature:	/J. Jason Mull/		

OP \$65.00 0827453

TRADEMARK

Date:

11/25/2009

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of November 10, 2009 is made by COLT DEFENSE LLC, a Delaware limited liability company, located at 547 New Park Avenue, West Hartford, Connecticut 06110 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, located at 270 Park Avenue, New York, New York 10017, as Administrative Agent (the "Administrative Agent"), for the several banks and other financial institutions (the "Lenders"), party to the Credit Agreement, dated as of November 10, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Colt Defense LLC (in such capacity, the "Borrower"), the Lenders and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of November 10, 2009, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor assigned, transferred and granted to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all Intellectual Property, including Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative Agent and the Secured Parties, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest. The Grantor hereby assigns and transfers, and grants to the Administrative Agent for the ratable benefit of the Secured Parties, a security interest in, and to all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedules A and B hereto) (collectively, the "Intellectual Property Collateral"), to the Administrative Agent for its benefit and the benefit of the Secured Parties to secure payment, performance and observance of the Borrower's Obligations.

Section 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The

Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

Section 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

COLT DEFENSE LLC

By: 

Name: LTGEN Wm M. Keys, USMC (Ret.)

Title: President and Chief Executive Officer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

COLT DEFENSE LLC

By: _____
Name: LTGEN Wm M. Keys, USMC (Ret.)
Title: President and Chief Executive Officer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: Matthew H. Massie
Name: MATTHEW H. MASSIE
Title: MANAGING DIRECTOR

Signature Page to Trademark Security Agreement

SCHEDULE A

U.S. Trademark Registrations and Applications

Colt Defense US Trademarks

<u>Filing Date</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>
10/18/06	M5	77/023997	Pending

Colt Defense owns the following US Trademarks or Service Marks that were transferred and assigned to it from New Colt Holding Corp. or Colt's Manufacturing Company:

Colt Defense US Trademarks

<u>Registration Date</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>
09/09/1997	COMMANDO	75/170,559	2,095,131
09/24/1996	MATCH TARGET	74/600,587	2,003,594
06/25/1991	HBAR	74/072,949	1,648,788
03/04/1967	AR-15	72/253,092	825,581
	RAPIDRANGE	77/851,878	Pending
	CGL	77/819,169	Pending

Pursuant to the License Agreement, dated December 19, 2003, by and between Colt Defense and New Colt Holding Corp. (the "Defense License"), Colt Defense has exclusive rights to use for its defense business the following US and Foreign Trademarks or Service Marks (owned by New Colt Holding Corp.):

US Trademarks

<u>Registration Date</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>
04/18/1967	COLT AR-15	72/253,091	827,453
06/27/1967	COLT AR-15 AND DESIGN	72/261,009	830,862

SCHEDULE B

U.S. Trademark Licenses

As Licensor:

Business Contract, dated November 10, 2005, with Colt Canada Corporation for the Canadian manufacture of automatic and semi-automatic rifles and carbines to .50 caliber inclusive, and 40 mm grenade launchers,, as amended by Amendment 1, as of March 25, 2008; Amendment 1A, as of August 25, 2008; and Amendment 2, as of November 11, 2008.

Match Target License Agreement, dated December 19, 2003, with Colt's Manufacturing Company LLC, with respect to the intellectual property used in connection with the Match Target Business.

As Licensee:

License Agreement, dated December 19, 2003, with New Colt Holding Corp., for use of certain U.S. and foreign trademarks and service marks.

Cross-Licensing:

None.