

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323754

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|------------------------------|------------------------------------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Release of Trademark Security Interest (Reel: 5074/ Frame: 0548) |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------------------------|----------|----------------|-------------------------------------|
| Cortland Capital Market Services LLC, as Agent | | 11/17/2014 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|------------------------------------------------------------------------------------|
| Name: | Colt Defense LLC, as Grantor |
| Street Address: | 547 New Park Avenue |
| City: | West Hartford |
| State/Country: | CONNECTICUT |
| Postal Code: | 06110 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |
| Name: | Colt's Manufacturing Company LLC, a Delaware limited liability company, as Grantor |
| Street Address: | 545 New Park Avenue |
| City: | West Hartford |
| State/Country: | CONNECTICUT |
| Postal Code: | 06110 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |
| Name: | New Colt Holding Corporation, a Delaware corporation, as Grantor |
| Street Address: | 545 New Park Avenue |
| City: | West Hartford |
| State/Country: | CONNECTICUT |
| Postal Code: | 06110 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 76

| Property Type | Number | Word Mark |
|-----------------------------|---------|-----------------|
| Registration Number: | 1696913 | ANACONDA |
| Registration Number: | 2181358 | DS-II |
| Registration Number: | 1790980 | M1991A1 |
| Registration Number: | 3846637 | ACE |
| Registration Number: | 821005 | BANKERS SPECIAL |
| Registration Number: | 4132994 | CCR |
| Registration Number: | 4089165 | CCR |

900307698

REEL: 005404 FRAME: 0677

OP \$1915.00 1696913

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------------------|
| Registration Number: | 651917 | COBRA |
| Registration Number: | 736237 | COLT |
| Registration Number: | 1687665 | COLT |
| Registration Number: | 827453 | COLT AR-15 |
| Registration Number: | 830862 | COLT AR-15 |
| Registration Number: | 2874074 | COLT |
| Registration Number: | 2873024 | COLT CUP |
| Registration Number: | 3380438 | COLT |
| Registration Number: | 1599500 | COLT |
| Registration Number: | 1032950 | COLT |
| Registration Number: | 1971561 | COLT |
| Registration Number: | 2032392 | COLT |
| Registration Number: | 3275579 | COLT |
| Registration Number: | 3626346 | COLT |
| Registration Number: | 52904 | COLT |
| Registration Number: | 695146 | COLT BUNTLINE SPECIAL .45 |
| Registration Number: | 58249 | COLT. |
| Registration Number: | 58278 | COLT'S PT.F.A. MFG. CO. HARTFORD. CT. US |
| Registration Number: | 50584 | COLT'S PT. F.A. MFG. CO. HARTFORD. CT. U |
| Registration Number: | 2843031 | COMBAT COMMANDER |
| Registration Number: | 1434644 | COMBAT ELITE |
| Registration Number: | 406461 | COMMANDER |
| Registration Number: | 1686290 | |
| Registration Number: | 1711551 | DELTA ELITE |
| Registration Number: | 1969730 | DETECTIVE SPECIAL |
| Registration Number: | 2200851 | |
| Registration Number: | 755785 | FRONTIER SCOUT |
| Registration Number: | 3692011 | GOLD CUP |
| Registration Number: | 3692012 | |
| Registration Number: | 2008161 | GOVERNMENT MODEL |
| Registration Number: | 1980765 | KING COBRA |
| Registration Number: | 3051391 | MODEL P |
| Registration Number: | 416686 | MUSTANG |
| Registration Number: | 1992727 | NATIONAL MATCH |
| Registration Number: | 3423942 | NEW AGENT |
| Registration Number: | 50585 | (NEW SERVICE) |
| Registration Number: | 1375755 | OFFICER'S ACP |
| Registration Number: | 3371068 | OFFICERS MODEL |
| Registration Number: | 3250181 | PEACEMAKER |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------------------|
| Registration Number: | 50460 | POLICE-POSITIVE. |
| Registration Number: | 2181224 | PONY POCKETLITE |
| Registration Number: | 795431 | PYTHON |
| Registration Number: | 3789242 | RAIL GUN |
| Registration Number: | 1060720 | |
| Registration Number: | 3377544 | |
| Registration Number: | 3501291 | |
| Registration Number: | 821006 | |
| Registration Number: | 58277 | |
| Registration Number: | 738097 | |
| Registration Number: | 2777550 | SINGLE ACTION ARMY |
| Registration Number: | 3092123 | SINGLE ACTION ARMY |
| Registration Number: | 834947 | STAGECOACH |
| Registration Number: | 753166 | THE FRONTIER |
| Registration Number: | 753165 | THE PEACEMAKER |
| Registration Number: | 2892485 | VINCIT QUI PATITUR |
| Registration Number: | 1648788 | HBAR |
| Registration Number: | 3866762 | AR-15A4 |
| Registration Number: | 3777563 | CGL |
| Registration Number: | 825581 | AR-15 |
| Registration Number: | 3883182 | M5 |
| Registration Number: | 2003594 | MATCH TARGET |
| Registration Number: | 2095131 | COMMANDO |
| Registration Number: | 4147415 | LE901 |
| Registration Number: | 4321413 | CM901 |
| Serial Number: | 85881643 | PATRIAN DEFENSE |
| Serial Number: | 85895404 | PATRIAN DEFENSE |
| Serial Number: | 85887374 | 50+ YEARS JUNGLE, SAND & SNOW |
| Serial Number: | 85887377 | 50+ YEARS JUNGLE, SAND & SNOW |
| Registration Number: | 416687 | PONY |

CORRESPONDENCE DATA

Fax Number:

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.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Ken Tan, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

TRADEMARK

REEL: 005404 FRAME: 0679

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| NAME OF SUBMITTER: | Ken Tan, Legal Assistant |
| SIGNATURE: | /Marina Kelly, Thomson Reuters/ |
| DATE SIGNED: | 11/19/2014 |
| Total Attachments: 10 source=10 - Colt - Trademark Release [Executed]#page1.tif source=10 - Colt - Trademark Release [Executed]#page2.tif source=10 - Colt - Trademark Release [Executed]#page3.tif source=10 - Colt - Trademark Release [Executed]#page4.tif source=10 - Colt - Trademark Release [Executed]#page5.tif source=10 - Colt - Trademark Release [Executed]#page6.tif source=10 - Colt - Trademark Release [Executed]#page7.tif source=10 - Colt - Trademark Release [Executed]#page8.tif source=10 - Colt - Trademark Release [Executed]#page9.tif source=10 - Colt - Trademark Release [Executed]#page10.tif | |

RELEASE OF TRADEMARK PROPERTY SECURITY INTEREST

This **RELEASE OF TRADEMARK PROPERTY SECURITY INTEREST** (this "Trademark Release"), is made as of November 17, 2014 (the "Effective Date"), by CORTLAND CAPITAL MARKET SERVICES LLC (the "Agent"), for the benefit of COLT DEFENSE LLC, NEW COLT HOLDING CORP. and COLT'S MANUFACTURING COMPANY LLC (each a "Grantor" and, collectively, the "Grantors"). Unless otherwise defined herein, terms used herein and not defined shall have the meanings provided or provided by reference in the Security Agreement, dated July 12, 2013, among the Grantors and the borrowers and guarantors party thereto and Agent, in its capacity as agent for the Secured Parties.

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of July 12, 2013, between the Grantors and the Agent ("Trademark Property Security Agreement"), each Grantor granted to the Agent for the benefit of various entities (collectively, the "Secured Parties") a lien on and a security interest in all of such Grantor's right, title and interest in, to and under the following:

- a) all of its Trademarks including those referred to on Schedule A hereto;
- b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License; provided, that, the Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the abandonment, voiding or cancellation, of such intent-to-use trademark applications under applicable federal law, it being understood that upon submission and acceptance by the PTO or an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral

(collectively, the "Trademark Collateral").

WHEREAS, the Agent has agreed to terminate and release its lien on and security interest in and to the Trademark Collateral including, without limitation, those items referred to on Schedule A hereto, and the Trademark Property Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, for itself and on behalf of the Secured Parties, hereby terminates the Trademark Property Security Agreement, and hereby forever releases,

relinquishes, discharges, cancels, repledges, reassigns and releases any and all liens and security interests it has against the Trademark Collateral including, without limitation, those items referred to on Schedule A hereto.

The Agent hereby agrees to, at the sole expense of the Grantor, duly execute, acknowledge, procure and deliver any further documents necessary under the rules and other applicable laws of the various jurisdictions, and to do such other acts as may be reasonably necessary upon request of the Grantor (or its any assignee or designee of Grantor, including Wells Fargo Capital Finance, LLC, as its delegate for this purpose) to effectuate the release of the security interest contemplated hereby and to confirm this Trademark Release and Grantor's (or its assignee's or designee's) right, title and interest in and to the Trademark Collateral.

This Trademark Release shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts of law principles thereof.

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IN WITNESS WHEREOF, the Agent has caused this Trademark Release to be executed by its duly authorized representative as of the Effective Date.

CORTLAND CAPITAL MARKET SERVICES
LLC, as Agent

By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

Schedule A

Trademarks

Colt's Manufacturing Company LLC Trademarks

| <u>Trademark</u> | <u>United States Registration Number</u> | <u>Int'l Class of Goods</u> |
|-------------------------|-------------------------------------------------|------------------------------------|
| ANACONDA | 1,696,913 | 13 |
| DS-II | 2,181,358 | 13 |
| M1991A1 | 1,790,980 | 13 |

New Colt Holding Corp. Trademarks

| <u>Trademark</u> | <u>United States Registration Number</u> | <u>Int'l Class of Goods</u> |
|-------------------------|-------------------------------------------------|------------------------------------|
| ACE | 3,846,637 | 13 |
| BANKERS SPECIAL | 821,005 | 13 |
| CCR | 4132994 | 13 |
| CCR (Stylized) | 4089165 | 13,25 |
| COBRA | 651,917 | 13 |
| COLT | 736,237 | 13 |
| COLT | 1,687,665 | 9 |
| COLT AR-15 | 827,453 | 9 |
| COLT AR-15 AND DESIGN | 830,862 | 9 |
| COLT (service mark) | 2,874,074 | 37, 40, 42 |
| COLT CUP | 2,873,024 | 25 |
| COLT and Design | 3,380,438 | 13 |
| COLT (STYLIZED C) | 1,599,500 | 13 |
| COLT (STYLIZED C) | 1,032,950 | 14, 26 |
| COLT (STYLIZED C) | 1,971,561 | 18 |
| COLT (STYLIZED C) | 2,032,392 | 8 |
| COLT (STYLIZED C) | 3,275,579 | 25 |
| COLT (STYLIZED C) | 3,626,346 | 13 |

| <u>Trademark</u> | <u>United States Registration Number</u> | <u>Int'l Class of Goods</u> |
|-----------------------------------------------|------------------------------------------|-----------------------------|
| COLT AND DESIGN IN CIRCLE | 52,904 | 13 |
| COLT BUNTLINE SPECIAL 45 | 695,146 | 13 |
| COLT. | 58,249 | 13 |
| COLT'S PT. F. A. MFG. CO. HARTFORD CT. U.S.A. | 58,278 | 13 |
| COLT'S PT. F. A. MFG. CO. HARTFORD CT. U.S.A. | 50,584 | 13 |
| COMBAT COMMANDER | 2843031 | 13 |
| COMBAT ELITE | 1,434,644 | 13 |
| COMMANDER | 406,461 | 13 |
| DELTA AND CIRCLE DESIGN | 1,686,290 | 13 |
| DELTA ELITE | 1,711,551 | 13 |
| DETECTIVE SPECIAL | 1,969,730 | 13 |
| DOME DESIGN | 2,200,851 | 13 |
| FRONTIER SCOUT | 755,785 | 13 |
| GOLD CUP | 3,692,011 | 13 |
| GOLD CUP (design) | 3,692,012 | 13 |
| GOVERNMENT MODEL | 2,008,161 | 13 |
| KING COBRA | 1,980,765 | 13 |
| MODEL P | 3,051,391 | 13 |
| MUSTANG | 416,686 | 13 |
| NATIONAL MATCH | 1,992,727 | 13 |
| NEW AGENT | 3,423,942 | 13 |
| (NEW SERVICE) IN PARENTHESES | 50,585 | 13 |
| OFFICER'S ACP | 1,375,755 | 13 |
| OFFICERS MODEL | 3,371,068 | 13 |
| PEACEMAKER | 3,250,181 | 28 |
| POLICE POSITIVE | 50,460 | 13 |
| PONY | 416,687 | 13 |

| <u>Trademark</u> | <u>United States Registration Number</u> | <u>Int'l Class of Goods</u> |
|----------------------------------------|------------------------------------------|-----------------------------|
| PONY POCKETLITE | 2,181,224 | 13 |
| PYTHON | 795,431 | 13 |
| RAIL GUN | 3,789,242 | 13 |
| RAMPANT COLT DESIGN | 1,060,720 | 14, 26 |
| RAMPANT COLT DESIGN | 3,377,544 | 13 |
| RAMPANT COLT DESIGN | 3,501,291 | 25 |
| RAMPANT COLT DESIGN IN OVAL | 821,006 | 13 |
| RAMPANT COLT DESIGN ON GROUND | 58,277 | 13 |
| RAMPANT COLT SILHOUETTE DESIGN | 738,097 | 13 |
| SINGLE ACTION ARMY | 2,777,550 | 13 |
| SINGLE ACTION ARMY | 3,092,123 | 28 |
| STAGECOACH | 834,947 | 13 |
| THE FRONTIER | 753,166 | 13 |
| THE PEACEMAKER | 753,165 | 13 |
| VINCIT QUI PATITUR (ARMSMEAR CREST) | 2892485 | 13, 37, 40 |

Colt Defense LLC Trademarks

| <u>Country</u> | <u>Trademark</u> | <u>Application No.</u> | <u>Registration No.</u> | <u>Filing Date</u> | <u>Registration Date</u> | <u>Assignees</u> |
|----------------|------------------|------------------------|-------------------------|--------------------|--------------------------|------------------|
| UNITED STATES | HBAR | 74/072949 | 1648788 | 6/26/1990 | 6/25/1991 | COLT DEFENSE LLC |
| UNITED STATES | AR-15A4 | 77/928418 | 3866762 | 2/4/2010 | 10/26/2010 | COLT DEFENSE LLC |
| UNITED STATES | CGL | 77/819169 | 3777563 | 9/3/2009 | 4/20/2010 | COLT DEFENSE LLC |
| UNITED STATES | AR-15 | 72/253092 | 825581 | 8/25/1966 | 3/14/1967 | COLT DEFENSE LLC |
| UNITED STATES | M5 | 77/023997 | 3883182 | 10/18/2006 | 11/30/2010 | COLT DEFENSE LLC |
| UNITED STATES | MATCH TARGET | 74/600587 | 2003594 | 11/18/1994 | 9/24/1996 | COLT DEFENSE LLC |

| <u>Country</u> | <u>Trademark</u> | <u>Application No.</u> | <u>Registration No.</u> | <u>Filing Date</u> | <u>Registration Date</u> | <u>Assignees</u> |
|----------------|-----------------------------------------------------|------------------------|-------------------------|--------------------|--------------------------|------------------|
| UNITED STATES | COMMANDO | 75/170559 | 2095131 | 9/23/1996 | 9/9/1997 | COLT DEFENSE LLC |
| UNITED STATES | PATRIAN DEFENSE | 85/881643 | | 3/21/2013 | | COLT DEFENSE LLC |
| UNITED STATES | PATRIAN DEFENSE (Stylized) AND DESIGN | 85/895404 | | 4/4/2013 | | COLT DEFENSE LLC |
| UNITED STATES | LE901 | 85/183119 | 4147415 | | 5/22/2012 | COLT DEFENSE LLC |
| UNITED STATES | CM901 | 85/172621 | 4321413 | | 4/16/2013 | COLT DEFENSE LLC |
| UNITED STATES | 50+ YEARS JUNGLE, SAND & SNOW (stylized) and DESIGN | 85/887374 | | | | COLT DEFENSE LLC |
| UNITED STATES | 50+ YEARS JUNGLE, SAND & SNOW (stylized) and DESIGN | 85/887377 | | | | COLT DEFENSE LLC |

Canadian Trademark Registrations/Applications

New Colt Holding Corporation

| <u>Mark</u> | <u>Country</u> | <u>Registration No</u> | <u>Class</u> |
|-------------------------|----------------|------------------------|--------------|
| COLT | CA | TMDA56264 | 6, 7, 9, 13 |
| COLT | CA | TMA269,158 | |
| HORSE DESIGN | CA | TMA449,706 | |
| A RAMPANT COLT DESIGN | CA | TMDA055325 | 13 |
| THE FRONTIER AND DESIGN | CA | TMA135,439 | |

Colt's Manufacturing Corp, LLC

| Trademark | Country | App. No. | Current Owner | Associated marks |
|----------------------------------------|---------|----------|-----------------------------------------------------------------------------------------------------------------|------------------|
| SWORD (stylized) & design (horizontal) | CA | 1672103 | Colt's Manufacturing Company LLC 545 New Park Avenue West Hartford, CT 06110 UNITED STATES | 1672098 |
| SWORD (stylized) & design (vertical) | CA | 1672098 | Colt's Manufacturing Company LLC 545 New Park Avenue West Hartford, CT 06110 UNITED STATES | 1672103 |