

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480920

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TMRI, Inc.		05/15/2018	Corporation: DELAWARE
Barnes Bullets, LLC		05/15/2018	Limited Liability Company: DELAWARE
Remington Arms Company, LLC		05/15/2018	Limited Liability Company: DELAWARE
RA Brands, L.L.C.		05/15/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent and Co-Collateral Agent
Street Address:	100 Federal St.-MA5-100-09-12
Internal Address:	Attn: Christopher O'Halloran
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 210

Property Type	Number	Word Mark
Registration Number:	3365126	STORM LAKE BARRELS
Registration Number:	4387530	BARNES
Registration Number:	4387531	BARNES
Registration Number:	4595248	BARNES
Registration Number:	4387532	BARNES
Registration Number:	4487211	BARNES
Registration Number:	4387533	BARNES
Registration Number:	4487212	BARNES
Registration Number:	4483650	BARNES
Registration Number:	4483651	BARNES
Registration Number:	4383686	BARNES
Registration Number:	4383685	BARNES
Registration Number:	4380017	BARNES

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Property Type	Number	Word Mark
Registration Number:	3982049	BARNES TSX
Registration Number:	3320532	EXPANDER
Registration Number:	4766198	RANGE AR
Registration Number:	4503058	TAC-XPD
Registration Number:	3753578	TSX
Registration Number:	3421758	VARMINT GRENADE
Registration Number:	3982498	VOR-TX
Registration Number:	1632289	X BULLET
Registration Number:	2113422	AMERICA'S GUNSMITH
Registration Number:	4192950	BASIC ISSUE OPTICS
Registration Number:	1521311	BUSHMASTER
Registration Number:	3614317	BUSHMASTER FIREARMS
Registration Number:	2009886	DAKOTA
Registration Number:	1624731	
Registration Number:	1773568	H&R 1871
Registration Number:	1774662	H&R 1871
Registration Number:	4035431	HANDI GRIP
Registration Number:	1749367	HARRINGTON & RICHARDSON
Registration Number:	4576467	LAREDO
Registration Number:	4576468	LARIAT
Registration Number:	0055158	MARLIN
Registration Number:	1181042	MARLIN
Registration Number:	4032817	MASTER
Registration Number:	1866917	MICRO-GROOVE
Registration Number:	1517907	NEF NEW ENGLAND FIREARMS
Registration Number:	3713769	PANTHER
Registration Number:	1540397	PARDNER
Registration Number:	3069212	PARDNER PUMP
Registration Number:	3349403	PPC
Registration Number:	3893997	PRO-FIRE
Registration Number:	3873248	RAZR
Registration Number:	3580308	SPORTICAL
Registration Number:	1842873	TAMER
Registration Number:	3380627	TAPCO
Registration Number:	4018024	TIMBERSMITH
Registration Number:	1754497	TOPPER
Registration Number:	3195936	ULTIMATE MUZZLELOADER
Registration Number:	4576469	VETERAN

Property Type	Number	Word Mark
Registration Number:	3719888	INTRAFUSE
Registration Number:	4548428	1816
Registration Number:	4693025	2020
Registration Number:	4693072	2020
Registration Number:	3484206	AAC
Registration Number:	3954438	AAC
Registration Number:	1095914	ACCELERATOR
Registration Number:	4019998	ACR
Registration Number:	3946418	ADAPTIVE COMBAT RIFLE
Registration Number:	3491907	ADVANCED ARMAMENT CORP.
Registration Number:	4503536	ADVANCED ARMAMENT CORP. SILENCERS MADE I
Registration Number:	4548395	BIG SHOT
Registration Number:	4708640	BLACK BELT
Registration Number:	3746510	BLACKOUT
Registration Number:	5079077	BLASTOUT
Registration Number:	3954435	BRAKEOUT
Registration Number:	2041024	BRITEBORE
Registration Number:	2841836	BUCKHAMMER
Registration Number:	3055409	BULLET
Registration Number:	3198065	
Registration Number:	4361584	C15
Registration Number:	4476859	CARBON-15
Registration Number:	1648789	CBEE22
Registration Number:	4606403	CLAW
Registration Number:	3500765	COPPER SOLID
Registration Number:	1631525	COPPER-LOKT
Registration Number:	0530361	CORE-LOKT
Registration Number:	2288199	DISINTEGRATOR
Registration Number:	4264730	DPMS
Registration Number:	4709394	DPMS GII
Registration Number:	4435059	DPMS PANTHER ARMS
Registration Number:	1487521	DUPLEX
Serial Number:	87014597	ECHELON
Registration Number:	3309831	ELITE HUNTER
Registration Number:	2553080	ETRONX
Registration Number:	1629078	EXPRESS
Registration Number:	2031473	EXPRESS
Registration Number:	4507951	EXPRESS

Property Type	Number	Word Mark
Registration Number:	4611225	EXPRESS BIT
Registration Number:	0346422	FIELDMASTER
Registration Number:	2843452	FIELDMASTER
Registration Number:	4548427	FIRST IN THE FIELD
Registration Number:	4258888	FLIP THE SWITCH
Registration Number:	3456762	GOLDEN SABER
Registration Number:	2498142	GREAT EASTERN
Registration Number:	2132273	
Registration Number:	2673478	
Registration Number:	2220937	GUN CLUB
Registration Number:	5341554	HALCYON
Registration Number:	3614383	HI-SPEED
Registration Number:	4422859	HOG HAMMER
Registration Number:	4471615	HYPERSONIC
Registration Number:	3929560	HYPERSONIC STEEL
Registration Number:	3601911	HYPOSONE
Registration Number:	4905498	ILLUSION
Registration Number:	2121942	INJECT ALLOY
Registration Number:	0223998	KLEANBORE
Registration Number:	2329006	LDA
Registration Number:	3365501	MANAGED-RECOIL
Registration Number:	2059534	MARINE MAGNUM
Registration Number:	4142044	MOISTUREGUARD
Registration Number:	4531854	MODEL 700
Registration Number:	4531855	MODEL 870
Registration Number:	4026621	MSR
Registration Number:	4729388	MZL
Registration Number:	4756634	NESIKA
Registration Number:	2041087	NITRO 27
Registration Number:	1086881	NITRO MAG
Registration Number:	3609442	NITRO MAG
Registration Number:	3397580	NITRO PHEASANT
Registration Number:	3397579	NITRO TURKEY
Registration Number:	3365502	NITRO-STEEL
Registration Number:	1882081	P
Registration Number:	4435058	PANTHER ARMS
Registration Number:	2716330	PARA
Registration Number:	2614687	PARKER

Property Type	Number	Word Mark
Registration Number:	0324506	PETERS
Registration Number:	3020566	PETERS
Registration Number:	0060728	PETERS
Registration Number:	3387463	POWER LEVEL
Registration Number:	0799017	POWER PISTON
Registration Number:	1908366	PREMIER
Registration Number:	3248505	PROBORE
Registration Number:	2061907	R
Registration Number:	2211023	R
Registration Number:	4827872	R
Registration Number:	5042485	R-25 GII
Registration Number:	4614494	R51
Registration Number:	4023818	R700
Registration Number:	0336055	RANGEMASTER
Registration Number:	1960454	REM
Registration Number:	4240074	REM
Registration Number:	4552751	REM ALL IN
Registration Number:	3080581	REM DRI
Registration Number:	0745041	REMINGTON
Registration Number:	1027328	REMINGTON
Registration Number:	1092498	REMINGTON
Registration Number:	1843652	REMINGTON
Registration Number:	1908358	REMINGTON
Registration Number:	2019103	REMINGTON
Registration Number:	2091798	REMINGTON
Registration Number:	2282454	REMINGTON
Registration Number:	2377947	REMINGTON
Registration Number:	2872763	REMINGTON
Registration Number:	4614361	REMINGTON
Registration Number:	0187871	REMINGTON
Registration Number:	2035984	REMINGTON
Registration Number:	2792880	REMINGTON
Registration Number:	2821830	REMINGTON
Registration Number:	2824186	REMINGTON
Registration Number:	2824188	REMINGTON
Registration Number:	2824189	REMINGTON
Registration Number:	2824191	REMINGTON
Registration Number:	2872762	REMINGTON

Property Type	Number	Word Mark
Registration Number:	4086621	REMINGTON
Registration Number:	4735668	REMINGTON HTP HIGH TERMINAL PERFORMANCE
Registration Number:	2312404	REM-LITE
Serial Number:	86274401	RK9
Registration Number:	5214339	RP
Registration Number:	1032208	R-P
Registration Number:	1911270	SENDERO
Registration Number:	3693073	SHOOT LIKE A GIRL . . . IF YOU CAN !
Registration Number:	0514027	SHUR SHOT
Registration Number:	3954432	SILENT ARMY
Registration Number:	1290918	SLUGGER
Registration Number:	0336054	SPEEDMASTER
Registration Number:	0279904	SPORTSMAN
Registration Number:	3365500	SPORTSMAN
Registration Number:	3998213	SPORTSMAN
Registration Number:	2047639	STS
Registration Number:	4364262	SUPER CELL
Registration Number:	3924798	SUPER MAG
Registration Number:	3687791	SUPER SLUG
Registration Number:	3684692	SUPER SLUG
Registration Number:	2843948	TAC 8
Registration Number:	3309829	TANGO
Registration Number:	1133079	THUNDERBOLT
Registration Number:	3954433	TI-RANT
Registration Number:	3644916	TRINYTE
Registration Number:	4783164	TYRANT
Registration Number:	0049616	U.M.C.
Registration Number:	5256597	UML
Registration Number:	3188363	ULTRA BONDED
Registration Number:	3927230	ULTRA MAG
Registration Number:	1907281	UMC
Registration Number:	5301793	V3
Registration Number:	4029749	VERSA MAX
Registration Number:	3935038	VERSAMAX
Registration Number:	4007056	VERSAPORT
Registration Number:	1786679	VIPER
Registration Number:	3366946	WHITETAIL PRO
Registration Number:	3390008	WHITETAIL PRO

Property Type	Number	Word Mark
Registration Number:	0541094	WINGMASTER
Registration Number:	3366872	WINGMASTER HD
Registration Number:	4602778	WOOD TECH
Registration Number:	3532502	WOODSMaster
Registration Number:	3540721	X-MARK PRO
Registration Number:	1177128	YELLOW JACKET
Registration Number:	3309830	ZULU

CORRESPONDENCE DATA

Fax Number: 2134306407
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: 213-430-7780
Email: ryiap@omm.com
Correspondent Name: Randolph Yiap
Address Line 1: O'Melveny & Myers LLP
Address Line 2: 400 South Hope Street, 18th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	0704218-02
NAME OF SUBMITTER:	Alexandra C. Echery
SIGNATURE:	/ace/
DATE SIGNED:	07/07/2018

Total Attachments: 34

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Agreement”) is dated as of May 15, 2018, by and among **FGI OPERATING COMPANY, LLC**, a Delaware limited liability company (“FGI”), **REMINGTON ARMS COMPANY, LLC**, a Delaware limited liability company (“Remington”), **BARNES BULLETS, LLC**, a Delaware limited liability company (“Barnes”), **REMINGTON ARMS DISTRIBUTION COMPANY, LLC**, a Delaware limited liability company (“RAD” and together with FGI, Remington and Barnes, each individually as a “Borrower” and collectively as the “Borrowers”), **FGI HOLDING COMPANY, LLC**, a Delaware limited liability company (“Holdings”), **REMINGTON OUTDOOR COMPANY, INC.** a Delaware limited liability company (“TopCo”), **RA BRANDS, L.L.C.**, a Delaware limited liability company (“Brands”), **FGI FINANCE INC.**, a Delaware corporation (“Finance”), and **TMRI, INC.**, a Delaware corporation and (“TMRI,” and together with Holdings, TopCo, 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 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. 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”).

Notwithstanding anything herein to the contrary, in no event shall the Intellectual Property Collateral or Trademark Collateral include or the security interest granted under Section 2 hereof attach to any Excluded Asset, including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (“ITUs”).

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, excluding ITUs, 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.

Upon full and final payment and discharge of all obligations and termination of the Loan Agreement, the Administrative Agent agrees, at the Companies' expense, to execute and deliver to the Companies such releases, discharges of security interests and other similar discharge or release documents as are reasonably requested by the Companies and necessary to release, as of record, the Collateral Agent's security interest in and lien on the Intellectual Property Collateral under this Agreement.

16. Intercreditor Agreement. This Agreement is subject to the terms and provisions of the Intercreditor Agreement. In the event of a conflict between the terms hereof and the terms of the Intercreditor Agreement, the terms of the Intercreditor Agreement shall govern and control.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. Waiver of Acceptance. Each Company hereby waives notice of Administrative Agent's acceptance hereof.

23. 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.

24. 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.

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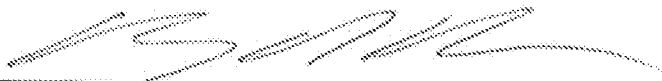
IN WITNESS WHEREOF, the parties hereto have caused this Agreement as of the day and year first above written.

COMPANIES:

FGI OPERATING COMPANY, LLC

By: 
Name: Anthony Acitelli
Title: Chief Executive Officer

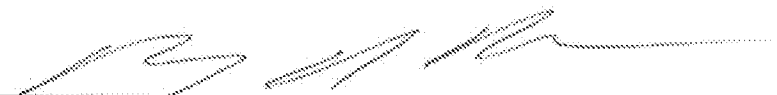
BARNES BULLETS, LLC

By: 
Name: Anthony Acitelli
Title: Chief Executive Officer

REMINGTON ARMS COMPANY, LLC

By: 
Name: Anthony Acitelli
Title: Chief Executive Officer

REMINGTON ARMS DISTRIBUTION
COMPANY, LLC

By: 
Name: Anthony Acitelli
Title: Chief Executive Officer

REMINGTON OUTDOOR COMPANY, INC.

By: 
Name: Anthony Acitelli
Title: Chief Executive Officer

FGI HOLDING COMPANY, LLC

By: 

Name: Anthony Acitelli
Title: Chief Executive Officer

RA BRANDS, L.L.C.

By: 

Name: Anthony Acitelli
Title: Chief Executive Officer

FGI FINANCE INC.

By: 

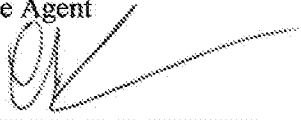
Name: Anthony Acitelli
Title: Chief Executive Officer

TMRI, INC.

By: 

Name: Anthony Acitelli
Title: Chief Executive Officer

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



By: _____

Name: Christopher M. O'Halloran

Title: Senior Vice President

[Signature Page to ABL Intellectual Property Security Agreement]

TRADEMARK
REEL: 006409 FRAME: 0036

EXHIBIT A
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

I. 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:

<u>OWNER</u>	<u>PATENT NUMBER</u>	<u>DESCRIPTION</u>
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 LOADING FIREARM
Remington Arms Company, LLC	RE37,968	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
Remington Arms Company, LLC	D580,007	HANDGUARD ASSEMBLY
Remington Arms Company, LLC	D595,385	RIFLE RECEIVER TRIGGER GASKET
Remington Arms Company, LLC	7,810,271	RIFLE RECEIVER TRIGGER GASKET
Remington Arms Company, LLC	5,339,743	MODULAR RIFLE SYSTEMS AND METHODS
Remington Arms Company, LLC	6,851,212	AMMUNITION SYSTEM COMPRISING SLUG HOLDING SABOT AND SLUG TYPE SHOT SHELL EXTRACTOR ASSEMBLY FOR A SEMI-AUTOMATIC HANDGUN
Remington Arms Company, LLC	8,429,844	MODULAR FIREARM STOCK SYSTEM
Remington Arms Company, LLC	8,522,465	MODULAR FIREARM SYSTEM

(6) RA Brands, L.L.C.

UNITED STATES PATENTS:

<u>OWNER</u>	<u>PATENT NUMBER</u>	<u>DESCRIPTION</u>
RA Brands, L.L.C.	6,256,918	FIRING PIN LOCKING ASSEMBLY FOR A SEMI-AUTOMATIC HANDGUN
RA Brands, L.L.C.	6,341,442	DOUBLE ACTION PISTOL
RA Brands, L.L.C.	6,381,892	DOUBLE ACTION PISTOL
RA Brands, L.L.C.	6,415,702	DOUBLE ACTION SEMI-AUTOMATIC HANDGUN
RA Brands, L.L.C.	6,557,288	COMPACT GOVERNMENT MODEL HANDGUN
RA Brands, L.L.C.	D 562,931	HANDGUN GRIP

RA Brands, L.L.C.	7,530,191	SEMI-AUTOMATIC HANDGUN, MAGAZINE, AND FOLLOWER
RA Brands, L.L.C.	6,519,888	LOCKABLE FIREARM SAFETY
RA Brands, L.L.C.	6,141,896	LOCKABLE FIREARM SAFETY
RA Brands, L.L.C.	6,173,518	LOCKABLE FIREARM SAFETY
RA Brands, L.L.C.	6,804,906	LOCKABLE FIREARM SAFETY DEVICE
RA Brands, L.L.C.	6,694,659	LOCKABLE FIREARM SAFETY DEVICE
RA Brands, L.L.C.	6,293,040	INTERCHANGEABLE WEAPON RECEIVER FOR ALTERNATE AMMUNITION
RA Brands, L.L.C.	D584,786	SILENCER TUBE WITH REDUCED PROFILE
RA Brands, L.L.C.	D577,409	FLASH HIDER
RA Brands, L.L.C.	7,610,710	INTERRUPTED THREAD MOUNT PRIMARILY FOR ATTACHING A NOISE SUPPRESSOR OR OTHER AUXILIARY DEVICE TO A FIREARM
RA Brands, L.L.C.	D598,066	BLACK BOX PROFILE
RA Brands, L.L.C.	D582,502	TUBE FOR A RIFLE SILENCER
RA Brands, L.L.C.	D591,382	SILENCER TUBE PROFILE
RA Brands, L.L.C.	7,905,171	NOISE REDUCING BOOSTER INSERT ORIENTATION APPARATUS FOR ECCENTRIC FIREARM NOISE SUPPRESSOR AND ASSEMBLY METHOD
RA Brands, L.L.C.	7,905,170	FLASH SUPPRESSOR
RA Brands, L.L.C.	D584,787	NOISE SUPPRESSOR TUBE
RA Brands, L.L.C.	D577,410	BLACKOUT FLASH HIDER
RA Brands, L.L.C.	7,600,606	SILENCER TUBE WITH INTERNAL STEPPED PROFILE
RA Brands, L.L.C.	7,987,944	FIREARM SOUND SUPPRESSOR BAFFLE
RA Brands, L.L.C.	7,891,282	BOOSTER FOR HANDGUN SILENCERS
RA Brands, L.L.C.	D582,503	SILENCER TUBE
RA Brands, L.L.C.	D585,518	SILENCER TUBE
RA Brands, L.L.C.	7,610,992	METHOD OF ASSEMBLY FOR SOUND

RA Brands, L.L.C.	7,926,404	SUPPRESSORS GAS REGULATOR FLASH HIDER
RA Brands, L.L.C.	7,743,693	REDUNDANT LATCH SUPPRESSOR MOUNT
RA Brands, L.L.C.	7,789,009	OMNI INDEXING MOUNT PRIMARILY FOR ATTACHING A NOISE SUPPRESSOR OR OTHER AUXILIARY DEVICE TO A FIREARM
RA Brands, L.L.C.	7,661,349	MULTIFUNCTIONAL FIREARM MUZZLE ATTACHMENT SYSTEM PRIMARILY FOR ATTACHING A NOISE SUPPRESOR TO A FIREARM
RA Brands, L.L.C.	D610,221	FLASH HIDER
RA Brands, L.L.C.	7,587,969	ASYMMETRIC FIREARM SILENCER WITH COAXIAL ELEMENTS
RA Brands, L.L.C.	7,874,238	ASYMMETRIC FIREARM SILENCER WITH COAXIAL ELEMENTS
RA Brands, L.L.C.	8,096,222	ASYMMETRIC FIREARM SILENCER WITH COAXIAL ELEMENTS
RA Brands, L.L.C.	8,474,361	PROCESS TO PRODUCE A SILENCER TUBE WITH MINIMAL WALL THICKNESS
RA Brands, L.L.C.	9,057,574	THUMB SAFETY FOR MODEL 1911 HANDGUN
RA Brands, L.L.C.	6,131,515	ELECTRIC PRIMER
RA Brands, L.L.C.	5,806,226	BOLT ASSEMBLY FOR ELECTRONIC FIREARM (RA-0281)
RA Brands, L.L.C.	5,987,798	BOLT ASSEMBLY FOR ELECTRONIC FIREARM (RA-0281A)
RA Brands, L.L.C.	5,357,866	JACKETED HOLLOW POINT BULLET AND METHOD OF MAKING SAME
RA Brands, L.L.C.	6,668,700	ACTUATOR ASSEMBLY
RA Brands, L.L.C.	6,651,542	ACTUATOR ASSEMBLY
RA Brands, L.L.C.	7,131,366	ACTUATOR ASSEMBLY

RA Brands, L.L.C.	5,755,056	ELECTRONIC FIREARM AND PROCESS FOR CONTROLLING AN
RA Brands, L.L.C.	RE38,794	ELECTRONIC FIREARM ELECTRONIC FIREARM AND PROCESS FOR CONTROLLING AN
RA Brands, L.L.C.	6,785,996	ELECTRONIC FIREARM FIREARM ORIENTATION AND DROP SENSOR SYSTEM
RA Brands, L.L.C.	7,188,444	FIREARM ORIENTATION AND DROP SENSOR SYSTEM
RA Brands, L.L.C.	6,478,903	NON-TOXIC PRIMER MIX
RA Brands, L.L.C.	5,646,367	CONDUCTIVE PRIMER MIX (RA-0272)
RA Brands, L.L.C.	5,799,433	ROUND SENSING MECHANISM
RA Brands, L.L.C.	6,240,670	LOCKING MECHANISM FOR FIREARMS
RA Brands, L.L.C.	6,256,917	LOCKABLE SAFETY FOR FIREARMS
RA Brands, L.L.C.	6,052,935	SHOTGUN CHOKE TUBE
RA Brands, L.L.C.	6,256,921	ONE-PIECE SYNTHETIC UNDERCARRIAGE
RA Brands, L.L.C.	6,427,372	ONE-PIECE SYNTHETIC UNDERCARRIAGE
RA Brands, L.L.C.	6,189,431	SMALL CALIBER GUN BARREL
RA Brands, L.L.C.	5,811,723	SOLID COPPER HOLLOW POINT BULLET
RA Brands, L.L.C.	5,373,775	FIREARM HAVING DISCONNECTOR AND DUAL SEARS
RA Brands, L.L.C.	5,448,939	FIREARM WITH MULTIPLE SEARS
RA Brands, L.L.C.	5,442,874	FIREARM MAGAZINE BOX ALIGNMENT
RA Brands, L.L.C.	5,459,956	FIREARM EJECTOR SYSTEM
RA Brands, L.L.C.	5,469,649	FIREARM TOP LEVER ADJUSTING SYSTEM
RA Brands, L.L.C.	5,467,549	FIREARM AUTOMATIC SAFETY SYSTEM
RA Brands, L.L.C.	5,551,180	FIREARM BOLT LOCK MECHANISM
RA Brands, L.L.C.	5,664,355	DETACHABLE AMMUNITION MAGAZINE
RA Brands, L.L.C.	5,718,074	TRIGGER ASSEMBLY
RA Brands, L.L.C.	5,684,268	LEAD-FREE PRIMER MIX

RA Brands, L.L.C.	5,606,817	MUZZLE-LOADING FIREARMS
RA Brands, L.L.C.	5,718,073	MUZZLE LOADING RIFLE
RA Brands, L.L.C.	5,907,919	BARREL AND RECEIVER ASSEMBLY
RA Brands, L.L.C.	D400,095	MULTIPLE ROUND AMMUNITION CARTON WITH INDIVIDUAL ROUND DISPENSER AND CARRYING HANDLE
RA Brands, L.L.C.	5,917,143	FRANGIBLE POWDERED IRON PROJECTILES
RA Brands, L.L.C.	6,691,623	FRANGIBLE POWDERED IRON PROJECTILES
RA Brands, L.L.C.	5,755,052	MAGAZINE FOR RIMMED AMMUNITION
RA Brands, L.L.C.	6,073,560	SABOT
RA Brands, L.L.C.	5,918,401	BOLT ASSEMBLY COMPRISING EJECTION PORT COVER
RA Brands, L.L.C.	6,612,062	CARRIER LOCKING DEVICE
RA Brands, L.L.C.	6,742,298	CARRIER LOCKING DEVICE
RA Brands, L.L.C.	5,872,323	GAS OPERATED FIREARM PISTON/PISTON SEAL ASSEMBLY
RA Brands, L.L.C.	6,305,115	GEL RECOIL PAD
RA Brands, L.L.C.	7,201,104	LEAD ATTACHED SABOT SLUG
RA Brands, L.L.C.	8,128,766	BISMUTH-OXIDE PRIMER MIXTURE
RA Brands, L.L.C.	7,814,695	COMPOSITE RECEIVER FOR FIREARMS
RA Brands, L.L.C.	7,219,461	BOLT ASSEMBLY WITH LOCKING SYSTEM
RA Brands, L.L.C.	7,775,149	ACTION RATE CONTROL SYSTEM
RA Brands, L.L.C.	7,181,880	ROLLER SEAR/HAMMER INTERFACE FOR FIREARMS
RA Brands, L.L.C.	7,866,079	MODULAR BARREL ASSEMBLY
RA Brands, L.L.C.	7,059,078	PROCESS FOR IMPRINTING A COMPOSITE VENTILATED RIB
RA Brands, L.L.C.	7,334,364	PROCESS FOR IMPRINTING A COMPOSITE VENTILATED RIB

RA Brands, L.L.C.	7,143,537	FIRING PIN ASSEMBLY
RA Brands, L.L.C.	7,516,570	FIRING PIN ASSEMBLY
RA Brands, L.L.C.	7,047,685	FIRE CONTROL ADJUSTMENT SYSTEM
RA Brands, L.L.C.	7,162,823	FIREARM STOCK CONNECTOR
RA Brands, L.L.C.	7,533,598	SHELL STRIPPER ASSEMBLY
RA Brands, L.L.C.	8,112,930	FIREARM WITH ENHANCED CORROSION AND WEAR RESISTANCE PROPERTIES
RA Brands, L.L.C.	8,065,949	GAS-OPERATED FIREARM
RA Brands, L.L.C.	7,941,955	PIVOTING, NON- DETACHABLE MAGAZINE
RA Brands, L.L.C.	7,946,214	GAS SYSTEM FOR FIREARMS
RA Brands, L.L.C.	8,109,194	CLAMPED GAS BLOCK FOR BARREL
RA Brands, L.L.C.	8,109,025	TRIGGER ENGAGEMENT LINK FOR FIREARM
RA Brands, L.L.C.	D598,516	BARREL
RA Brands, L.L.C.	8,061,260	GAS PLUG RETENTION AND REMOVAL DEVICE
RA Brands, L.L.C.	6,272,993	ELECTRIC PRIMER (RA- 0290A)
RA Brands, L.L.C.	6,487,972	ELECTRIC PRIMER
RA Brands, L.L.C.	6,892,647	LEAD FREE POWDERED METAL PROJECTILES
RA Brands, L.L.C.	7,107,715	BOLT ASSEMBLY WITH LOCKING SYSTEM
RA Brands, L.L.C.	8,597,455	BISMUTH-OXIDE PRIMER COMPOSITION
RA Brands, L.L.C.	9,052,174	TIPPED PROJECTILES
RA Brands, L.L.C.	D661,364	GAS BLOCK
RA Brands, L.L.C.	9,239,203	MODULAR FIREARM SYSTEM
RA Brands, L.L.C.	8,539,708	BARREL MOUNTING AND RETENTION MECHANISM
RA Brands, L.L.C.	8,418,393	MAGAZINE CAP RETENTION SYSTEM
RA Brands, L.L.C.	8,752,484	THREE COMPONENT BULLET WITH CORE RETENTION FEATURE AND METHOD OF MANUFACTURING THE BULLET
RA Brands, L.L.C.	D685,873	RECOIL REDUCER

RA Brands, L.L.C.	8,733,009	MAGAZINE CUTOFF
RA Brands, L.L.C.	8,261,667	LEAD ATTACHED SABOT SLUG
RA Brands, L.L.C.	8,784,583	PRIMING MIXTURES FOR SMALL ARMS
RA Brands, L.L.C.	8,250,964	GAS SYSTEM FOR FIREARMS
RA Brands, L.L.C.	8,220,393	WAD WITH IGNITION CHAMBER
RA Brands, L.L.C.	8,726,557	HAND GUARD ATTACHMENT SYSTEM FOR FIREARMS
RA Brands, L.L.C.	6,070,512	HANDGUN AND METHOD OF OPERATING HANDGUN
RA Brands, L.L.C.	6,385,887	MUZZLE LOADING FIREARM AND ADAPTOR
RA Brands, L.L.C.	7,322,143	SEMIAUTOMATIC HANDGUN
RA Brands, L.L.C.	7,587,851	RECEIVER GASKET APPARATUS AND
RA Brands, L.L.C.	8,011,128	METHOD OF USE FOR UNIFORM MUZZLE LOADING
RA Brands, L.L.C.	8,272,306	ADJUSTABLE SILENCER BOOSTER WITH SPOKED PISTON
RA Brands, L.L.C.	8,387,299	ENGAGEMENT SHOULDER RECOIL BOOSTER FOR FIREARM SOUND SUPPRESSORS
RA Brands, L.L.C.	8,424,441	FIREARM SUPPRESSOR BOOSTER SYSTEM
RA Brands, L.L.C.	8,443,712	GAS-OPERATED FIREARM
RA Brands, L.L.C.	8,579,075	BLACKOUT SILENCER
RA Brands, L.L.C.	8,597,445	BISMUTH OXIDE PRIMER COMPOSITION
RA Brands, L.L.C.	8,713,834	REINFORCEMENT CLIP FOR USE WITH A FIREARM MAGAZINE
RA Brands, L.L.C.	8,782,943	QUICK DETACH BARREL MOUNTING SYSTEM
RA Brands, L.L.C.	8,800,422	BOLT ASSEMBLY FOR FIREARMS
RA Brands, L.L.C.	8,800,449	WAD WITH IGNITION CHAMBER
RA Brands, L.L.C.	8,844,185	BUTTSTOCK ASSEMBLY
	8,850,735	UPPER RECEIVER AND

RA Brands, L.L.C.		HAND GUARD WITH CABLE ROUTING GUIDE ELASTOMERIC
RA Brands, L.L.C.	8,887,426	EXTRACTOR MEMBER
RA Brands, L.L.C.	8,887,616	AUTO REGULATING GAS SYSTEM FOR SUPRESSED WEAPONS
RA Brands, L.L.C.	8,931,137	BUSHING FOR A FIREARM GRIP SCREW
RA Brands, L.L.C.	8,950,313	SELF REGULATING GAS SYSTEM FOR SUPPRESSED WEAPONS
RA Brands, L.L.C.	8,950,333	MULTI-COMPONENT BULLET WITH CORE RETENTION FEATURE AND METHOD OF MANUFACTURING THE BULLET
RA Brands, L.L.C.	9,057,572	FIREARM EXTRACTION SYSTEM
RA Brands, L.L.C.	9,097,475	GAS-OPERATED FIREARM WITH PRESSURE COMPENSATING GAS PISTON
RA Brands, L.L.C.	9,188,414	REDUCED FRICTION EXPANDING BULLET WITH IMPROVED CORE RETENTION FEATURE AND METHOD OF MANUFACTURING THE BULLET
RA Brands, L.L.C.	9,207,052	THREE COMPONENT BULLET WITH CORE RETENTION FEATURE AND METHOD OF MANUFACTURING THE BULLET
RA Brands, L.L.C.	9,212,856	GAS CUT-OFF SYSTEM FOR FIREARMS
RA Brands, L.L.C.	9,234,717	QUICK DETACH BARREL MOUNTING SYSTEM
RA Brands, L.L.C.	9,297,609	FIREARM WITH FORWARD GRIP ATTACHMENT SYSTEM
RA Brands, L.L.C.	9,328,981	SELF REGULATING GAS SYSTEM FOR SUPPRESSED WEAPONS
RA Brands, L.L.C.	9,347,719	REPLACEABLE FEED RAMP
	9,366,512	MULTI-COMPONENT BULLET WITH CORE

RA Brands, L.L.C.		RETENTION FEATURE AND METHOD OF MANUFACTURING THE BULLET
RA Brands, L.L.C.	9,383,149	GAS-OPERATED FIREARM WITH PRESSURE COMPENSATING GAS PISTON
RA Brands, L.L.C.	9,383,154	GAS VENT FOR FIREARM
RA Brands, L.L.C.	9,410,764	BUTTSTOCK ASSEMBLY
RA Brands, L.L.C.	9,417,019	FIRE CONTROL FOR AUTO-LOADING SHOTGUN
RA Brands, L.L.C.	9,464,865	HAND GUARD INSTALLATION MECHANISM
RA Brands, L.L.C.	9,500,423	METHOD AND MECHANISM FOR AUTOMATIC REGULATION OF GAS FLOW WHEN MOUNTING A SUPPRESSOR TO A FIREARM
RA Brands, L.L.C.	9,500,453	WAD WITH IGNITION CHAMBER
RA Brands, L.L.C.	9,506,710	MODULAR SILENCER SYSTEM
RA Brands, L.L.C.	9,506,731	MULTIPLE PROJECTILE FIXED CARTRIDGE
RA Brands, L.L.C.	9,534,876	PROJECTILE AND MOLD TO CAST PROJECTILE
RA Brands, L.L.C.	9,562,730	REPLACEABLE FEED RAMP
RA Brands, L.L.C.	9,658,019	SILENCER AND MOUNTING SYSTEM
RA Brands, L.L.C.	9,746,267	MODULAR SILENCER
RA Brands, L.L.C.	9,778,002	SHOT CUP WAD
RA Brands, L.L.C.	9,816,768	GAS-OPERATED FIREARM WITH PRESSURE COMPENSATING GAS PISTON
RA Brands, L.L.C.	D,702,792	FIREARM
RA Brands, L.L.C.	D,702,793	FIREARM
RA Brands, L.L.C.	D666,883	ARMORERS TOOL
RA Brands, L.L.C.	D704,294	BUTTSTOCK
RA Brands, L.L.C.	D715,885	PORTION OF A FIREARM HANDGUARD
RA Brands, L.L.C.	D716,403	FIREARM STOCK

RA Brands, L.L.C.	D733,252	FIREARM BULLET AND PORTION OF FIREAM CARTRIDGE (BLACK BAND)
RA Brands, L.L.C.	D733,834	FIREARM BULLET
RA Brands, L.L.C.	D733,835	FIREARM BULLET
RA Brands, L.L.C.	D733,836	FIREARM BULLET
RA Brands, L.L.C.	D733,837	FIREARM BULLET
RA Brands, L.L.C.	D734,419	FIREARM BULLET
RA Brands, L.L.C.	D735,289	FIREARM BULLET
RA Brands, L.L.C.	D738,982	PORTION OF A FLASH SUPPRESSOR FOR A FIREARM
RA Brands, L.L.C.	D741,978	PORTION OF A FIREARM HANDGUARD
RA Brands, L.L.C.	D744,058	TARGET
RA Brands, L.L.C.	D747,773	PORTION OF A TARGET
RA Brands, L.L.C.	D750,727	PORTION OF A TARGET
RA Brands, L.L.C.	D750192	PORTION OF A FIREARM HANDGUARD
RA Brands, L.L.C.	D791,264	FIREARM BULLET AND PORTIONS OF FIREARM CARTRIDGE
RA Brands, L.L.C.	D791,265	FIREARM BULLET AND PORTION OF A FIREARM CARTRIDGE
RA Brands, L.L.C.	D791,266	FIREARM BULLET AND PORTIONS OF FIREARM CARTRIDGE
RA Brands, L.L.C.	D800,244	FIREARM BULLET
RA Brands, L.L.C.	D800,245	FIREARM BULLET
RA Brands, L.L.C.	9,921,019	GAS VENT FOR FIREARM
RA Brands, L.L.C.	D800,246	FIREARM BULLET
RA Brands, L.L.C.	D802,705	FIREARM BULLET

UNITED STATES PATENT APPLICATIONS:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>DESCRIPTION</u>
RA Brands, L.L.C.	15/799,440	ROTARY MAGAZINE WITH BOLT HOLD OPEN ASSEMBLY
RA Brands, L.L.C.	15/816,085	GAS OPERATING SYSTEM WITH EXHAUST SYSTEM SILENCER MOUNT SYSTEM
RA Brands, L.L.C.	15/785,820	FOR FIREARMS
RA Brands, L.L.C.	15/962,858	SILENCER BAFFLE ASSEMBLY
RA Brands, L.L.C.	62/563,223	MOUNTING AND ATTACHMENT ASSEMBLY

RA Brands, L.L.C.	14/315,992	FOR FOREARM MUZZLE ACCESSORIES
RA Brands, L.L.C.	14/561,723	PRIMING MIXTURES FOR SMALL ARMS
RA Brands, L.L.C.	14/944,757	SILENCER WITH IMPROVED MOUNT
RA Brands, L.L.C.	15/002,080	MULTI-AXIS SWIVEL CONNECTOR
RA Brands, L.L.C.	15/487,793	SHOTGUN WITH MAGAZINE LOADING SYSTEM
RA Brands, L.L.C.	13/615,897	MAGAZINE WITH SPACERS FOR ACCOMMODATING MULTIPLE CALIBER AND/OR LENGTH ROUNDS RECOIL REDUCER

(7) FGI Finance Inc.

UNITED STATES PATENTS: None.

(8) FGI Holding Company, LLC

UNITED STATES PATENTS: None.

(9) Remington Outdoor Company, Inc.

UNITED STATES PATENTS: None.

EXHIBIT B
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK APPLICATIONS

II. 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:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
TMRI, Inc.	3,365,126	STORM LAKE BARRELS

(4) Barnes Bullets, LLC

UNITED STATES TRADEMARKS:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
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
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:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
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 & DESIGN
Remington Arms Company, LLC	3,713,769	PANTHER
Remington Arms Company, LLC	1,540,397	PARDNER
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
Remington Arms Company, LLC	4,018,024
Remington Arms Company, LLC	1,754,497
Remington Arms Company, LLC	3,195,936
Remington Arms Company, LLC	4,576,469
Remington Arms Company, LLC	3,719,888

TAPCO
TIMBERSMITH
TOPPER
ULTIMATE
MUZZLELOADER
VETERAN
INTRAFUSE

(6) RA Brands, L.L.C.

UNITED STATES TRADEMARKS:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
RA Brands, L.L.C.	4,548,428	1816
RA Brands, L.L.C.	4,693,025	2020
RA Brands, L.L.C.	4,693,072	2020 & Design
RA Brands, L.L.C.	3,484,206	AAC & Design
RA Brands, L.L.C.	3,954,438	AAC (Stylized)
RA Brands, L.L.C.	1,095,914	ACCELERATOR
RA Brands, L.L.C.	4,019,998	ACR
RA Brands, L.L.C.	3,946,418	ADAPTIVE COMBAT RIFLE
RA Brands, L.L.C.	3,491,907	ADVANCED ARMAMENT CORP.
RA Brands, L.L.C.	4,503,536	ADVANCED ARMAMENT CORP. SILENCERS MADE IN THE USA & Design
RA Brands, L.L.C.	4,548,395	BIG SHOT
RA Brands, L.L.C.	4,708,640	BLACK BELT
RA Brands, L.L.C.	3,746,510	BLACKOUT
RA Brands, L.L.C.	5,079,077	BLASTOUT
RA Brands, L.L.C.	3,954,435	BRAKEOUT
RA Brands, L.L.C.	2,041,024	BRITEBORE (Stylized)
RA Brands, L.L.C.	2,841,836	BUCKHAMMER
RA Brands, L.L.C.	3,055,409	BULLET (Word)
RA Brands, L.L.C.	3,198,065	BULLET DESIGN
RA Brands, L.L.C.	4,361,584	C15
RA Brands, L.L.C.	4,476,859	CARBON-15
RA Brands, L.L.C.	1,648,789	CBEE22
RA Brands, L.L.C.	4,606,403	CLAW
RA Brands, L.L.C.	3,500,765	COPPER SOLID
RA Brands, L.L.C.	1,631,525	COPPER-LOKT
RA Brands, L.L.C.	530,361	CORE-LOKT
RA Brands, L.L.C.	2,288,199	DISINTEGRATOR
RA Brands, L.L.C.	4,264,730	DPMS
RA Brands, L.L.C.	4,709,394	DPMS GII

RA Brands, L.L.C.	4,435,059	DPMS PANTHER ARMS & Design
RA Brands, L.L.C.	1,487,521	DUPLEX
RA Brands, L.L.C.	87/014,597 (Serial #)	ECHELON
RA Brands, L.L.C.	3,309,831	ELITE HUNTER
RA Brands, L.L.C.	2,553,080	ETRONX
RA Brands, L.L.C.	1,629,078	EXPRESS
RA Brands, L.L.C.	2,031,473	EXPRESS
RA Brands, L.L.C.	4,507,951	EXPRESS
RA Brands, L.L.C.	4,611,225	EXPRESS BIT
RA Brands, L.L.C.	346,422	FIELDMASTER
RA Brands, L.L.C.	2,843,452	FIELDMASTER
RA Brands, L.L.C.	4,548,427	FIRST IN THE FIELD
RA Brands, L.L.C.	4,258,888	FLIP THE SWITCH
RA Brands, L.L.C.	3,456,762	GOLDEN SABER
RA Brands, L.L.C.	2,498,142	GREAT EASTERN
RA Brands, L.L.C.	2,132,273	GREEN (Box)
RA Brands, L.L.C.	2,673,478	GREEN (Bullet With Green Casing)
RA Brands, L.L.C.	2,220,937	GUN CLUB
RA Brands, L.L.C.	5,341,554	HALCYON
RA Brands, L.L.C.	3,614,383	HI-SPEED
RA Brands, L.L.C.	4,422,859	HOG HAMMER
RA Brands, L.L.C.	4,471,615	HYPERSONIC
RA Brands, L.L.C.	3,929,560	HYPERSONIC STEEL
RA Brands, L.L.C.	3,601,911	HYPOSONE
RA Brands, L.L.C.	4,905,498	ILLUSION
RA Brands, L.L.C.	2,121,942	INJECT ALLOY
RA Brands, L.L.C.	223,998	KLEANBORE
RA Brands, L.L.C.	2,329,006	LDA
RA Brands, L.L.C.	3,365,501	MANAGED-RECOIL
RA Brands, L.L.C.	2,059,534	MARINE MAGNUM
RA Brands, L.L.C.	4,142,044	MOISTUREGUARD
RA Brands, L.L.C.	4,531,854	MODEL 700
RA Brands, L.L.C.	4,531,855	MODEL 870
RA Brands, L.L.C.	4,026,621	MSR
RA Brands, L.L.C.	4,729,388	MZL
RA Brands, L.L.C.	4,756,634	NESIKA
RA Brands, L.L.C.	2,041,087	NITRO 27
RA Brands, L.L.C.	1,086,881	NITRO MAG
RA Brands, L.L.C.	3,609,442	NITRO MAG
RA Brands, L.L.C.	3,397,580	NITRO PHEASANT
RA Brands, L.L.C.	3,397,579	NITRO TURKEY
RA Brands, L.L.C.	3,365,502	NITRO-STEEL
RA Brands, L.L.C.	1,882,081	P & Design
RA Brands, L.L.C.	4,435,058	PANTHER ARMS
RA Brands, L.L.C.	2,716,330	PARA
RA Brands, L.L.C.	2,614,687	PARKER
RA Brands, L.L.C.	324,506	PETERS
RA Brands, L.L.C.	3,020,566	PETERS
RA Brands, L.L.C.	60,728	PETERS (Stylized)

RA Brands, L.L.C.	3,387,463	POWER LEVEL
RA Brands, L.L.C.	799,017	POWER PISTON (Stylized)
RA Brands, L.L.C.	1,908,366	PREMIER
RA Brands, L.L.C.	3,248,505	PROBORE
RA Brands, L.L.C.	2,061,907	R (Stylized)
RA Brands, L.L.C.	2,211,023	R (Stylized)
RA Brands, L.L.C.	4,827,872	R (Stylized)
RA Brands, L.L.C.	5,042,485	R-25 GII
RA Brands, L.L.C.	4,614,494	R51
RA Brands, L.L.C.	4,023,818	R700 & DESIGN
RA Brands, L.L.C.	336,055	RANGEMASTER
RA Brands, L.L.C.	1,960,454	REM
RA Brands, L.L.C.	4,240,074	REM
RA Brands, L.L.C.	4,552,751	REM ALL IN
RA Brands, L.L.C.	3,080,581	REM DRI
RA Brands, L.L.C.	745,041	REMINGTON
RA Brands, L.L.C.	1,027,328	REMINGTON (Stylized)
RA Brands, L.L.C.	1,092,498	REMINGTON
RA Brands, L.L.C.	1,843,652	REMINGTON
RA Brands, L.L.C.	1,908,358	REMINGTON
RA Brands, L.L.C.	2,019,103	REMINGTON
RA Brands, L.L.C.	2,091,798	REMINGTON
RA Brands, L.L.C.	2,282,454	REMINGTON
RA Brands, L.L.C.	2,377,947	REMINGTON
RA Brands, L.L.C.	2,872,763	REMINGTON
RA Brands, L.L.C.	4,614,361	REMINGTON
RA Brands, L.L.C.	187,871	REMINGTON (Stylized and Underlined)
RA Brands, L.L.C.	2,035,984	REMINGTON (Stylized)
RA Brands, L.L.C.	2,792,880	REMINGTON (Stylized)
RA Brands, L.L.C.	2,821,830	REMINGTON (Stylized)
RA Brands, L.L.C.	2,824,186	REMINGTON (Stylized)
RA Brands, L.L.C.	2,824,188	REMINGTON (Stylized)
RA Brands, L.L.C.	2,824,189	REMINGTON (Stylized)
RA Brands, L.L.C.	2,824,191	REMINGTON (Stylized)
RA Brands, L.L.C.	2,872,762	REMINGTON (Stylized)
RA Brands, L.L.C.	4,086,621	REMINGTON
RA Brands, L.L.C.	4,735,668	REMINGTON HTP HIGH
		TERMINAL
		PERFORMANCE
RA Brands, L.L.C.	2,312,404	REM-LITE
RA Brands, L.L.C.	86/274,401 (serial no.)	RK9
RA Brands, L.L.C.	5,214,339	RP
RA Brands, L.L.C.	1,032,208	R-P (Stylized and Design)
RA Brands, L.L.C.	1,911,270	SENDERO
RA Brands, L.L.C.	3,693,073	SHOOT LIKE A GIRL . . . IF YOU CAN !
RA Brands, L.L.C.	514,027	SHUR SHOT
RA Brands, L.L.C.	3,954,432	SILENT ARMY
RA Brands, L.L.C.	1,290,918	SLUGGER
RA Brands, L.L.C.	336,054	SPEEDMASTER

RA Brands, L.L.C.	279,904
RA Brands, L.L.C.	3,365,500
RA Brands, L.L.C.	3,998,213
RA Brands, L.L.C.	2,047,639
RA Brands, L.L.C.	4,364,262
RA Brands, L.L.C.	3,924,798
RA Brands, L.L.C.	3,687,791
RA Brands, L.L.C.	3,684,692
RA Brands, L.L.C.	2,843,948
RA Brands, L.L.C.	3,309,829
RA Brands, L.L.C.	1,133,079
RA Brands, L.L.C.	3,954,433
RA Brands, L.L.C.	3,644,916
RA Brands, L.L.C.	4,783,164
RA Brands, L.L.C.	49,616
RA Brands, L.L.C.	5,256,597
RA Brands, L.L.C.	3,188,363
RA Brands, L.L.C.	3,927,230
RA Brands, L.L.C.	1,907,281
RA Brands, L.L.C.	5,301,793
RA Brands, L.L.C.	4,029,749
RA Brands, L.L.C.	3,935,038
RA Brands, L.L.C.	4,007,056
RA Brands, L.L.C.	1,786,679
RA Brands, L.L.C.	3,366,946
RA Brands, L.L.C.	3,390,008
RA Brands, L.L.C.	541,094
RA Brands, L.L.C.	3,366,872
RA Brands, L.L.C.	4,602,778
RA Brands, L.L.C.	3,532,502
RA Brands, L.L.C.	3,540,721
RA Brands, L.L.C.	1,177,128
RA Brands, L.L.C.	3,309,830

SPORTSMAN
SPORTSMAN
SPORTSMAN
STS
SUPER CELL
SUPER MAG
SUPER SLUG
SUPER SLUG (Stylized)
TAC 8
TANGO
THUNDERBOLT
Ti-RANT
TRINYTE
TYRANT
U.M.C.
UML
ULTRA BONDED
ULTRA MAG
UMC
V3
VERSA MAX
VERSAMAX
VERSAPORT
VIPER
WHITETAIL PRO
WHITETAIL PRO
WINGMASTER (Stylized)
WINGMASTER HD
WOOD TECH
WOODSMASTER
X-MARK PRO
YELLOW JACKET
ZULU

(7) FGI Finance Inc.

UNITED STATES TRADEMARKS: None.

(8) FGI Holding Company, LLC

UNITED STATES TRADEMARKS: None.

(9) Remington Outdoor Company, Inc.

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, L.L.C.

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

(9) Remington Outdoor Company, Inc.: 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 hidens and other parts
Remington Arms Company, LLC	Trademark	Jerry Miculek	Rifle compensators