

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486381

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COLT'S MANUFACTURING COMPANY LLC		08/07/2018	Limited Liability Company: DELAWARE
COLT'S MANUFACTURING IP HOLDING COMPANY LLC		08/07/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Federal Savings Bank: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5514691	COBRA	
CORRESPONDENCE DATA			
Fax Number:	8602860115		
<i>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.</i>			
Phone:	860-286-2929		
Email:	TM-CT@cantorcolburn.com		
Correspondent Name:	Curtis Krechevsky		
Address Line 1:	20 Church Street		
Address Line 2:	Floor 22		
Address Line 4:	Hartford, CONNECTICUT 06103		
ATTORNEY DOCKET NUMBER:	CFL0000GIPA/CFL0452TUS		
NAME OF SUBMITTER:	Curtis Krechevsky		
SIGNATURE:	/Curtis Krechevsky/		
DATE SIGNED:	08/16/2018		
Total Attachments: 27			

OP \$40.00 5514691

source=Trademark Security Agreement#page1.tif
source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif
source=Trademark Security Agreement#page6.tif
source=Trademark Security Agreement#page7.tif
source=Trademark Security Agreement#page8.tif
source=Trademark Security Agreement#page9.tif
source=Trademark Security Agreement#page10.tif
source=Trademark Security Agreement#page11.tif
source=Trademark Security Agreement#page12.tif
source=Trademark Security Agreement#page13.tif
source=Trademark Security Agreement#page14.tif
source=Trademark Security Agreement#page15.tif
source=Trademark Security Agreement#page16.tif
source=Trademark Security Agreement#page17.tif
source=Trademark Security Agreement#page18.tif
source=Trademark Security Agreement#page19.tif
source=Trademark Security Agreement#page20.tif
source=Trademark Security Agreement#page21.tif
source=Trademark Security Agreement#page22.tif
source=Trademark Security Agreement#page23.tif
source=Trademark Security Agreement#page24.tif
source=Amendment to Trademark Security Agreement#page1.tif
source=Amendment to Trademark Security Agreement#page2.tif
source=Amendment to Trademark Security Agreement#page3.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 13th day of January, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and Wilmington Savings Fund Society, FSB, in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Senior Secured Term Loan Agreement dated even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among Colt Holding Company LLC, a Delaware limited liability company (“Parent”), Colt Defense LLC, a Delaware limited liability company, Colt Canada Corporation, a Nova Scotia unlimited company, certain other affiliates and subsidiaries of Parent, the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Secured Parties, that certain Security Agreement, dated as of January 13, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and the power to transfer all rights, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- a. all of its Trademarks including those referred to on Schedule I;

- 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 United States Patent and Trademark Office 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.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of each of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT’S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR

OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

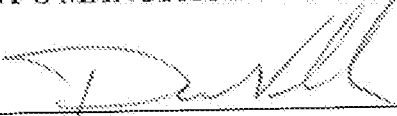
10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

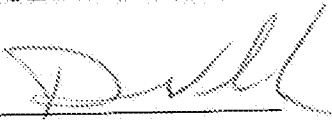
COLT'S MANUFACTURING COMPANY LLC

By: 

Name: Dennis Veilleux

Title: President and Chief Executive Officer

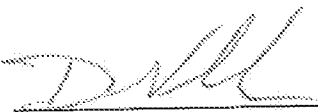
NEW COLT HOLDING CORP.

By: 

Name: Dennis Veilleux

Title: President and Chief Executive Officer

COLT'S MANUFACTURING IP HOLDING COMPANY LLC

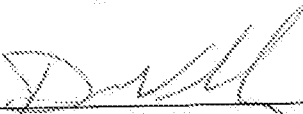
By: 

Name: Dennis Veilleux

Title: President and Chief Executive Officer

COLT CANADA IP HOLDING PARTNERSHIP

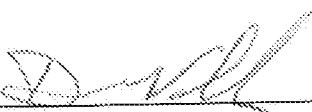
By: Colt Canada Corporation, as a partner

By: 

Name: Dennis Veilleux

Title: President and Chief Executive Officer

By: Colt Canada IP Holding Company, as a partner

By: 

Name: Dennis Veilleux

Title: President and Chief Executive Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON SAVINGS FUND SOCIETY,
FSB, as Agent

By: 
Name: Michael G. Oller, Jr
Title: Vice President

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT

US Trademarks

Trademark	Country	Pending or Registered	Registration Number (if applicable)	Application Number (if applicable)	Int'l Class of Goods
ANACONDA	US	Registered	1,696,913		13
DS-II	US	Registered	2,181,358		13
M1991A1	US	Registered	1,790,980		13
ACE (STYLIZED) AND DESIGN	US	Registered	3,846,637		13
BANKERS SPECIAL	US	Registered	821,005		13
CCR	US	Registered	4132994		13
CCR (STYLIZED) AND DESIGN	US	Registered	4089165		13,25
COBRA (STYLIZED)	US	Registered	651,917		13
COLT	US	Registered	736,237		13
COLT	US	Registered	1,687,665		9
COLT	US	Registered	2,874,074		37, 40, 42
COLT AR-15	US	Registered	827,453		9
COLT AR-15 AND DESIGN	US	Registered	830,862		9
COLT CUP	US	Registered	2,873,024		25
COLT (STYLIZED)	US	Registered	3,380,438		13

[Signature Page to Colt Trademark Security Agreement]

TRADEMARK
REEL: 006416 FRAME: 0265

Trademark	Country	Pending or Registered	Registration Number (if applicable)	Application Number (if applicable)	Int'l Class of Goods
AND DESIGN					
COLT (STYLIZED C)	US	Registered	1,599,500		13
COLT (STYLIZED C)	US	Registered	1,032,950		14, 26
COLT (STYLIZED C)	US	Registered	1,971,561		18
COLT (STYLIZED C)	US	Registered	2,032,392		8
COLT (STYLIZED C)	US	Registered	3,275,579		25
COLT (STYLIZED C)	US	Registered	3,626,346		13
COLT (STYLIZED) AND DESIGN (IN CIRCLE)	US	Registered	52,904		13
COLT BUNTLINE SPECIAL .45	US	Registered	695,146		13
COLT. (STYLIZED)	US	Registered	58,249		13
COLT'S PT. F. A. MFG. CO. HARTFORD CT. U.S.A.	US	Registered	58,278		13
COLT'S PT. F. A. MFG. CO. HARTFORD CT. U.S.A.	US	Registered	50,584		13
COMBAT	US	Registered	2843031		13

[Signature Page to Colt Trademark Security Agreement]

TRADEMARK
REEL: 006416 FRAME: 0266

Trademark	Country	Pending or Registered	Registration Number (if applicable)	Application Number (if applicable)	Int'l Class of Goods
COMMANDER					
COMBAT ELITE	US	Registered	1,434,644		13
COMMANDER (STYLIZED)	US	Registered	406,461		13
MISCELLANEOUS DESIGN (Delta and Circle)	US	Registered	1,686,290		13
DELTA ELITE	US	Registered	1,711,551		13
DETECTIVE SPECIAL	US	Registered	1,969,730		13
MISCELLANEOUS DESIGN (DOME)	US	Registered	2,200,851		13
FRONTIER SCOUT	US	Registered	755,785		13
GOLD CUP	US	Registered	3,692,011		13
MISCELLANEOUS DESIGN (GOLD CUP)	US	Registered	3,692,012		13
GOVERNMENT MODEL	US	Registered	2,008,161		13
KING COBRA	US	Registered	1,980,765		13
MODEL P	US	Registered	3,051,391		13
MUSTANG	US	Registered	416,686		13
NATIONAL MATCH	US	Registered	1,992,727		13
NEW AGENT	US	Registered	3,423,942		13

[Signature Page to Colt Trademark Security Agreement]

TRADEMARK
REEL: 006416 FRAME: 0267

Trademark	Country	Pending or Registered	Registration Number (if applicable)	Application Number (if applicable)	Int'l Class of Goods
(NEW SERVICE) IN PARENTHESES	US	Registered	50,585		13
OFFICER'S ACP	US	Registered	1,375,755		13
OFFICERS MODEL (SUPPLEMENTAL REGISTER)	US	Registered	3,371,068		13
PEACEMAKER	US	Registered	3,250,181		28
POLICE POSITIVE (STYLIZED)	US	Registered	50,460		13
PONY	US	Registered	416,687		13
PONY POCKETLITE	US	Registered	2,181,224		13
PYTHON	US	Registered	795,431		13
RAIL GUN	US	Registered	3,789,242		13
MISCELLANEOUS DESIGN (RAMPANT COLT)	US	Registered	1,060,720		14, 26
MISCELLANEOUS DESIGN (RAMPANT COLT)	US	Registered	3,377,544		13
MISCELLANEOUS DESIGN (RAMPANT COLT)	US	Registered	3,501,291		25
MISCELLANEOUS DESIGN (RAMPANT COLT)	US	Registered	821,006		13

[Signature Page to Colt Trademark Security Agreement]

TRADEMARK
REEL: 006416 FRAME: 0268

Trademark	Country	Pending or Registered	Registration Number (if applicable)	Application Number (if applicable)	Int'l Class of Goods
IN OVAL)					
MISCELLANEOUS DESIGN (RAMPANT COLT ON GROUND)	US	Registered	58,277		13
MISCELLANEOUS DESIGN (RAMPANT COLT SILHOUETTE)	US	Registered	738,097		13
SINGLE ACTION ARMY	US	Registered	2,777,550		13
SINGLE ACTION ARMY	US	Registered	3,092,123		28
STAGECOACH	US	Registered	834,947		13
THE FRONTIER	US	Registered	753,166		13
THE PEACEMAKER	US	Registered	753,165		13
VINCIT QUI PATITUR (STYLIZED) (ARMSMEAR CREST)	US	Registered	2892485		13, 37, 40
SWORD (Stylized) AND DESIGN (Vertical)	US	Pending		86/240053	9, 13
SWORD (Stylized) AND DESIGN (Horizontal)	US	Pending		86/240044	9, 13
HBAR	US	Registered	1648788		13

[Signature Page to Colt Trademark Security Agreement]

TRADEMARK
REEL: 006416 FRAME: 0269

Trademark	Country	Pending or Registered	Registration Number (if applicable)	Application Number (if applicable)	Int'l Class of Goods
AR-15A4	US	Registered	3866762		13
CGL	US	Registered	3777563		9
AR-15	US	Registered	825581		9
M5	US	Registered	3883182		13
MATCH TARGET	US	Registered	2003594		13
COMMANDO	US	Registered	2095131		13
LE901	US	Registered	4147415		13
CM901	US	Registered	4321413		13
MISCELLANEOUS DESIGN (Rampant Colt in Circle)	US	Registered	727441		28
COLT	US	Registered	4484733		42
BUILT ONE AT A TIME, PROVEN EVERY ROUND	US	Pending		86/765341	
EXPANSE	US	Pending		86/844311	13, 25

Foreign Trademarks

Trademark	Country	Pending or Registered	Registration Number (if applicable)	Application Number (if applicable)	Int'l Class of Goods
COBRA	FR	Registered	1,506,754		8, 13, 18, 28, 35,

[Signature Page to Colt Trademark Security Agreement]

TRADEMARK
REEL: 006416 FRAME: 0270

Trademark	Country	Pending or Registered	Registration Number (if applicable)	Application Number (if applicable)	Int'l Class of Goods
					37, 40, 42
COLT	AR	Registered	2,238,588		41
COLT	AU	Registered	183,091		13
COLT	BO	Registered	65919-C		41
COLT	BR	Registered	006206379		13
COLT	BX	Registered	36,992		13
COLT(stylized)	CA	Registered	TMDA056264		6, 7, 9, 13
COLT (Chinese characters)	CN	Registered	6523935		13
COLT	CO	Registered	198,569		41
COLT	CO	Registered	61,215		13
COLT	CZ	Registered	206,732		13
COLT	DO	Registered	81,521		13
COLT	EC	Registered	1085-98		41
COLT	EU	Registered	000135392		9, 13
COLT	FR	Registered	1,506,635		8, 13, 18, 28, 35, 37, 40, 42
COLT	GB	Registered	826,457		13
COLT	HK	Registered	199708889		13

[Signature Page to Colt Trademark Security Agreement]

Trademark	Country	Pending or Registered	Registration Number (if applicable)	Application Number (if applicable)	Int'l Class of Goods
COLT	ID	Registered	IDM000132017		13
COLT	IE	Registered	63,993		13
COLT	IS	Registered	988/1995		13
COLT	JO	Registered	43537		13
COLT	JP	Registered	4034520		13
COLT	JP	Registered	4035272		13
COLT (Japanese Characters)	JP	Registered	4035273		13
COLT	KR	Registered	353,688		13, 20
COLT	LB	Registered	130993		13, 18, 25
COLT	LI	Registered	9511		13
COLT	NZ	Registered	244147		13
COLT	PE	Registered	17615		13
COLT	PH	Registered	4-1995-104546		13
COLT	PL	Registered	107652		13
COLT	PT	Registered	309,380		13
COLT	SG	Registered	T9503109D		13
COLT	SK	Registered	189258		13
COLT	TR	Registered	128,789		13
COLT	TW	Registered	715,436		13

[Signature Page to Colt Trademark Security Agreement]

Trademark	Country	Pending or Registered	Registration Number (if applicable)	Application Number (if applicable)	Int'l Class of Goods
COLT	UY	Registered	380692		13
COLT	VN	Registered	20,710		13, 18, 25
COLT	ZA	Registered	63/2348		13
COLT	AU	Registered	715,815		8, 9, 28, 41
COLT	BO	Registered	65914-C		25
COLT	BO	Registered	65912-C		9
COLT	BR	Registered	819696765		9
COLT	CA	Registered	TMA269,158		9,14
COLT	CL	Registered	804421		9
COLT (STYLIZED) AND DESIGN	CO	Registered	107,695		13
COLT	EC	Registered	1961-98		25
COLT	EC	Registered	3324-98		9
COLT	GB	Registered	2030555		28
COLT (STYLIZED)	JP	Registered	2673967		21
COLT (STYLIZED)	JP	Registered	2673968		17
COLT	MX	Registered	499,004		8
COLT	MX	Registered	499,006		13
COLT	MX	Registered	499,007		9
COLT	MX	Registered	501,874		14
COLT	MX	Registered	501,875		25

[Signature Page to Colt Trademark Security Agreement]

Trademark	Country	Pending or Registered	Registration Number (if applicable)	Application Number (if applicable)	Int'l Class of Goods
COLT	MX	Registered	499,003		26
COLT	TW	Registered	766477		28
COLT	VE	Registered	S-6749		41
COLT	VE	Registered	P-237325		25
COLT	VE	Registered	P-212044		9
COLT	AR	Registered	2558106		13
COLT (STYLIZED)	Int. Reg. Madrid Protocol China	Registered	949609		18
COLT (STYLIZED)	Int. Reg. Madrid Protocol China	Registered	949610		25
COLT (STYLIZED)	EU	Registered	928,101		4, 9, 20
COLT (STYLIZED)	EU	Registered	135,459		8, 13, 14, 16, 18, 21, 25, 26, 28
COLT (STYLIZED)	WP	Registered	949758		13
COLT (STYLIZED)	TH	Registered	TM309581		13
COLT	CL	Registered	812802		13

[Signature Page to Colt Trademark Security Agreement]

TRADEMARK
REEL: 006416 FRAME: 0274

Trademark	Country	Pending or Registered	Registration Number (if applicable)	Application Number (if applicable)	Int'l Class of Goods
COLT 45	ZA	Registered	B77/1966		3
COLT BUNTLINE SPECIAL 45	FR	Registered	1,506,756		8, 13, 18, 28, 35, 37, 40, 42
COLT'S	IT	Registered	1639687		28
COMMANDER	FR	Registered	1,506,630		8, 13, 18, 28, 35, 37, 40, 42
COLT COLT'S PT.F.A.MFG. CO. HARTFORD.CT. U.S.A. (Stylized) AND DESIGN	ES	Registered	98,910		13
COLT (Stylized) AND DESIGN	BX	Registered	38,712		13
COLT COLT'S PT.F.A.MFG. CO. HARTFORD.CT. U.S.A. (Stylized) AND DESIGN	CH	Registered	295617		13
COLT COLT'S MANUFACTURING CO. HARTFORD, CT. U.S.A. (Stylized) AND DESIGN	CR	Registered	10,956		13
COLT COLT'S MANUFACTURING	FR	Registered	1,640,327		13

[Signature Page to Colt Trademark Security Agreement]

Trademark	Country	Pending or Registered	Registration Number (if applicable)	Application Number (if applicable)	Int'l Class of Goods
CO. HARTFORD, CT. U.S.A. (Stylized) AND DESIGN					
COLT COLT'S MANUFACTURING CO. HARTFORD, CT. U.S.A. (Stylized) AND DESIGN	VE	Registered	F-029,699		13
GOVERNMENT MODEL	DE	Registered	397 35 601		13
POLICE POSITIVE	BX	Registered	036991		13
PYTHON	FR	Registered	1,506,757		8, 13, 18, 28, 35, 37, 40, 42
MISCELLANEOUS DESIGN (Rampant Colt)	AU	Registered	1,284,453		13
MISCELLANEOUS DESIGN (Rampant Colt)	AR	Registered	2453079		13
MISCELLANEOUS DESIGN (Rampant Colt)	BX	Registered	038709		13
MISCELLANEOUS DESIGN (Rampant Colt)	CA	Registered	TMA449,706		28
MISCELLANEOUS DESIGN (Rampant Colt)	Int. Reg. Madrid Protocol	Registered	953784		13

[Signature Page to Colt Trademark Security Agreement]

Trademark	Country	Pending or Registered	Registration Number (if applicable)	Application Number (if applicable)	Int'l Class of Goods
	China				
MISCELLANEOUS DESIGN (Rampant Colt)	DO	Registered	80,171		13
MISCELLANEOUS DESIGN (Rampant Colt)	EU	Registered	118,943		9, 13, 25
MISCELLANEOUS DESIGN (Rampant Colt)	FI	Registered	261135		13
MISCELLANEOUS DESIGN (Rampant Colt)	FR	Registered	1,506,632		8, 13, 18, 28, 35, 37, 40, 42
MISCELLANEOUS DESIGN (Rampant Colt)	IE	Registered	64,081		13
MISCELLANEOUS DESIGN (Rampant Colt)	JP	Registered	2657925		13
MISCELLANEOUS DESIGN (Rampant Colt)	LB	Registered	130992		13, 18, 25
MISCELLANEOUS DESIGN (Rampant Colt)	PE	Registered	17529		13
MISCELLANEOUS DESIGN (Rampant Colt)	PH	Registered	41995104545		13

[Signature Page to Colt Trademark Security Agreement]

TRADEMARK
REEL: 006416 FRAME: 0277

Trademark	Country	Pending or Registered	Registration Number (if applicable)	Application Number (if applicable)	Int'l Class of Goods
MISCELLANEOUS DESIGN (Rampant Colt)	VN	Registered	29,012		13, 18, 25
MISCELLANEOUS DESIGN (Rampant Colt)	TH	Registered	TM309580		13
MISCELLANEOUS DESIGN (Rampant Colt White on Black)	CA	Registered	TMDA55325		13
SUPER .38 AUTOMATIC	FR	Registered	1,560,774		8, 13, 18, 28, 35, 37, 40, 42
SUPER .38 AUTOMATIC COLT'S INC	FR	Registered	1,550,052		8, 13, 18, 28, 35, 37, 40, 42
THE FRONTIER (Stylized) AND DESIGN	CA	Registered	TMA135,439		13
THE FRONTIER (Stylized) AND DESIGN	GB	Registered	852,396		13
SWORD (stylized) & design (horizontal)	CA	Pending		1672103	9, 13
SWORD (stylized) & design (vertical)	CA	Pending		1672098	9, 13
SWORD (stylized) &	EU	Registered	012780136	012780136	9, 13

[Signature Page to Colt Trademark Security Agreement]

TRADEMARK
REEL: 006416 FRAME: 0278

Trademark	Country	Pending or Registered	Registration Number (if applicable)	Application Number (if applicable)	Int'l Class of Goods
design (vertical)					
SWORD (stylized) & design (horizontal)	EU	Registered	012780243	012780243	9, 13
COLT M16	EU	Registered	000241273		13
COLT M4	EU	Registered	000241240		13
COLT M203	EU	Registered	000241299		13
COLT M5	EU	Registered	005827721		13
M5	EU	Registered	005827878		13
M4	EU	Registered	003423852		09, 13, 28, 38
COLT-AR-15	FR	Registered	1506634		42, 35, 37, 40, 08, 13, 18, 28
SWORD (stylized) & Design (horizontal)	AU	Registered	1650338	1650338	9, 13
SWORD (stylized) & Design (horizontal)	BR	Pending		908384530	9
SWORD (Stylized) & Design (horizontal)	BR	Pending		908384637	13
SWORD (stylized) & Design (horizontal)	IL	Pending		268722	9, 13

[Signature Page to Colt Trademark Security Agreement]

TRADEMARK
REEL: 006416 FRAME: 0279

Trademark	Country	Pending or Registered	Registration Number (if applicable)	Application Number (if applicable)	Int'l Class of Goods
SWORD (stylized) & Design (horizontal)	NZ	Registered	1006210	1006210	9, 13
SWORD (stylized) & Design (horizontal)	NO	Pending		201411280	13
SWORD (stylized) & Design (horizontal)	SG	Registered	T1415799H	T1415799H	9, 13
SWORD (stylized) & Design (horizontal)	TR	Pending		201481143	13
SWORD (stylized) & design (vertical)	AU	Pending		1650349	9, 13
SWORD (stylized) & design (vertical)	BR	Pending		908427646	9
SWORD (stylized) & design (vertical)	BR	Pending		908384696	13
SWORD (stylized) & design (vertical)	IL	Pending		271490	9, 13
SWORD (stylized) & design (vertical)	NZ	Registered	1006211	1006211	9, 13
SWORD (stylized) & design (vertical)	NO	Pending		201411279	13
SWORD (stylized) & design (vertical)	SG	Registered	T1415796C	T1415796C	9, 13
SWORD (stylized) & design (vertical)	TR	Pending		201481148	13
COLT (STYLIZED)	WP	Registered	949609		18
COLT (STYLIZED)	WP	Registered	949610		25

[Signature Page to Colt Trademark Security Agreement]

TRADEMARK
REEL: 006416 FRAME: 0280

Trademark	Country	Pending or Registered	Registration Number (if applicable)	Application Number (if applicable)	Int'l Class of Goods
MISCELLANEOUS DESIGN (Rampant Colt)	CL	Registered	809229		13
MISCELLANEOUS DESIGN (Rampant Colt)	WP	Registered	953784		13
COLT	Argentina	Registered	2542061		13
COLT (Stylized)	Argentina	Registered	2542060		13
COLT (Stylized)	Int. Reg. Madrid Protocol China	Registered	949758		13
POLICE POSITIVE	Mexico	Registered	494910	228943	13
COLT	Serbia	Pending		2015/00000007	13
M203 GRENADE LAUNCHER	European Union (CTM)	Registered	008341539	008341539	9, 28, 38
COLT	TW	Registered	01585246	01585246	9, 13, 38
MISCELLANEOUS DESIGN (Rampant Colt)	MX	Pending		1646020	13
COLT	MA	Pending		171206	13
MISCELLANEOUS DESIGN (Rampant Colt)	MA	Pending		171205	13
MISCELLANEOUS DESIGN (Rampant Colt)	NO	Pending		201513967	13

[Signature Page to Colt Trademark Security Agreement]

Trademark	Country	Pending or Registered	Registration Number (if applicable)	Application Number (if applicable)	Int'l Class of Goods
MISCELLANEOUS DESIGN (Rampant Colt)	BR	Pending		910201323	13

[Signature Page to Colt Trademark Security Agreement]

AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made this 7th day of August, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually a "Grantor"), and Wilmington Savings Fund Society, FSB, in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, Grantors and Agent have entered into a Security Agreement (the "Security Agreement"), dated as of the 13th day of January, 2016; and

WHEREAS, pursuant to that Security Agreement the Grantors and the Agent have entered into a Trademark Security Agreement (the "Trademark Security Agreement"), dated as of the 13th day of January, 2016; and

WHEREAS, pursuant to that Security Agreement, Grantors are required from time to time to provide updated schedules disclosing any material newly acquired trademark registrations or applications therefor;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in the Security Agreement and the Trademark Security Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Schedule I of the Trademark Security Agreement is hereby amended by the addition of the following row after the last row of the table entitled "US Trademarks":

COBRA (stylized)	US	Registered	5514691		13
---------------------	----	------------	---------	--	----

2. Sole Amendment. Except as expressly set forth herein, the terms of the Security Agreement shall remain in full force and effect.

3. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflict of laws principles.

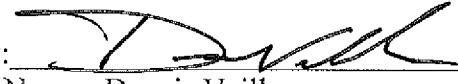
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the day and year first above written.

GRANTORS:

COLT'S MANUFACTURING COMPANY LLC

By: 
Name: Dennis Veilleux
Title: President and CEO

NEW COLT HOLDING CORP.

By: 
Name: Dennis Veilleux
Title: President and CEO

COLT'S MANUFACTURING IP HOLDING COMPANY LLC


By: 
Name: Dennis Veilleux
Title: President and CEO

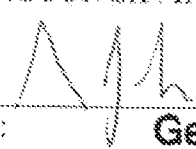
COLT CANADA IP HOLDING PARTNERSHIP

By: Colt Canada Corporation, as a partner

By: 
Name: Dennis Veilleux
Title: President and CEO

By: Colt Canada IP Holding Company, as a partner

By: 
Name: Dennis Veilleux
Title: President and CEO

AGENT:	ACCEPTED AND ACKNOWLEDGED BY: WILMINGTON SAVINGS FUND SOCIETY, FSB, as Agent By:  Name: Geoffrey J. Lewis Title: Vice President
--------	--