

RECORDATION SHEET
05-25-2000

RECORDATION SHEET

Tab settings

REC'D MAY 12 AM 11:30
To the Honorable Commissioner



101367318

Attached original documents or copy thereof.

1. Name of conveying party(ies): OPB/FINANCE Dept Chase Manhattan Bank (f/k/a Chemical Bank)

- Individual(s)
- General Partnership
- Corporation-State
- Other New York banking corporation
- Association
- Limited Partnership

5-12-00

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Remington Arms Company, Inc.
 Internal Address: _____
 Street Address: 870 Remington Drive, P.O. Box 700
 City: Madison State: NC ZIP: 27025

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Termination and Release of Security Interest in Trademarks
- Merger
- Change of Name

Execution Date: April 27, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,082,805 ; 1,960,454 ; 2,053,378 ; 2,091,798 ; 1,969,835 ; 2,044,872

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kristopher E. Ahrend, Esq.
 Internal Address: Simpson Thacher & Bartlett

 Street Address: 425 Lexington Avenue

 City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): \$165.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kristopher E. Ahrend, Esq.
Name of Person Signing

[Signature]
Signature

5/12/00
Date

Total number of pages comprising cover sheet: 6

05/24/2000 RSC/TT 00000106 2082805 40.00 CP 125.00 CP 01 FC:481 02 FC:482

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE dated as of April ____, 2000, from The Chase Manhattan Bank (f/k/a CHEMICAL BANK) as Administrative Agent, a New York banking corporation located at 270 Park Avenue, New York, New York 10017-3954 (the "Administrative Agent"), to Remington Arms Company, Inc. (f/k/a RACI Acquisition Corporation) (the "Grantor"), a Delaware corporation with its principal place of business located at 870 Remington Drive, P.O. Box 700, Madison, North Carolina 27025.

WITNESSETH:

WHEREAS, pursuant to that certain Supplement, dated as of December 7, 1995 (the "Supplement") to the Borrower Patent and Trademark Security Agreement, dated as of November 30, 1993, made by the Grantor in favor of the Administrative Agent (the "Security Agreement," and, together with the Supplement, the "Security Documents"), a security interest (the "Security Interest") was granted by the Grantor to the Administrative Agent in certain Trademark Collateral (as hereinafter defined); and

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent & Trademark Office on December 2, 1993, at Reel 1075, Frame 61; and

WHEREAS, the Supplement was recorded in the Trademark Division of the United States Patent & Trademark Office on March 21, 1996; at Reel 1446, Frame 27; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Documents, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby states as follows:

1. Trademark Collateral: The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature in:

(a) all United States license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether the Grantor is a licensor or a licensee under any such license agreement, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Borrower Security Agreement, dated as of November 30, 1993 made by Grantor in favor of the Administrative Agent,) now or hereafter covered by such licenses.

(b) all United States trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified in Schedule A attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (c) all rights corresponding thereto in the United States and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin.

2. Release of Security Interest: The Administrative Agent, hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void; and


3. Further Assurances: The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interests contemplated hereby.

* * *

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

THE CHASE MANHATTAN BANK,
as Administrative Agent

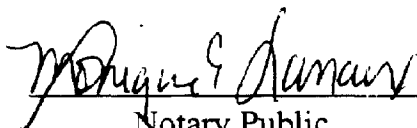
By: 
Name: William J. Caggiano
Title: Managing Director

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SS.:

On this 27th day of April, 2000, before me personally appeared

William J. Caggiano to me known who, being by me duly sworn, did depose and say that he is
Managing Director of The Chase Manhattan Bank, described herein and which executed the
foregoing instrument, and that he signed his name thereto pursuant to the authority granted by The
Chase Manhattan Bank.


Notary Public

MONIQUE E. LANAUX
NOTARY PUBLIC, State of New York
No. 011A6027145
Qualified in Nassau County
Commission Expires June 28, 2001

(Affix Seal Below)

Schedule A**U.S. Trademarks**

TITLE	REG. NO.
COMPACT ALLOY	2,082,805
REM	1,960,454
REMINGTON	2,053,378
REMINGTON	2,091,798
REMINGTON	1,969,835
REMINGTON	2,044,872