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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102356597

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): RA Brands, L.L.C. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State [X] Other Limited Liability Company (DE) Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

2. Name and address of receiving party(ies) Name: JPMorgan Chase Bank, as Administrative Internal Agent Address: 270 Park Avenue Street Address: 270 Park Avenue City: New York State: NY Zip: 10017 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State [X] Other New York Banking Corporation If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [X] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [X] No

3. Nature of conveyance: [ ] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [X] Other Release of Security Interest Execution Date: January 24, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See attached Schedule A B. Trademark Registration No.(s) See attached Schedule A Additional number(s) attached [X] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Ian M. Hathaway Internal Address: Parker, Hudson, Rainer & Dobbs, LLP Street Address: 285 Peachtree Center Avenue 1500 Marquis Two Tower City: Atlanta State: Georgia Zip: 30303

6. Total number of applications and registrations involved: 104 7. Total fee (37 CFR 3.41): \$ 2,615.00 [X] Enclosed [ ] Authorized to be charged to deposit account 8. Deposit account number: (Attach 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. Ian M. Hathaway Name of Person Signing [Signature] Signature January 30, 2003 Date

Total number of pages including cover sheet, attachments, and document: 8

02/05/2003 ECDPER 00000029 1095914

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC: 521 40.00 OP 02 FC: 522 2575.00 OP

TRADEMARK REEL: 002664 FRAME: 0625

Schedule A

**U.S. Trademarks**

<u>Mark</u>	<u>Registration No.</u>	<u>Application No.</u>
ACCELERATOR	1,095,914	73/139,077
BANDIT	2,467,915	76/088,208
BLUE ROCK	292,568	71/321,376
BRITEBORE	2,041,024	74/580,309
BRUSHMASTER	735,158	72/119,422
CBEE22	1,648,789	74/077,020
COMPACT ALLOY	2,082,805	74/655,992
COPPER-LOKT	1,631,525	74/043,783
CORE-LOKT	530,361	71/581,081
DEER HUNTER	2,618,826	76/170,041
DISINTEGRATOR	2,288,199	75/384,862
DUPLEX	1,487,521	73/690,209
ETRONX	2,553,080	74/043,854
EXPRESS	2,031,473	74/637,781
EXPRESS	1,629,078	74/043,854
FIELDMASTER	346,422	71/387,710
FIRE BALL	797,013	72/209,111
GREAT EASTERN	2,498,142	76/116,607
GREEN		75/216,649
GREEN	2,146,060	75/215,740
GREEN	2,132,273	75/216,115
GUN CLUB	2,220,937	75/285,699
IDEAL	2,439,387	75/717,622
INJECT ALLOY	2,121,942	74/466,232
INJECTALLOY	1,399,828	73/525,769
KLEANBORE	223,998	71/238,873
LEAD-LOKT	2,144,859	74/592,689
MAGNATHIN	2,043,702	75/098,450
MARINE MAGNUM	2,059,534	74/229,254
NITRO 27	2,041,087	74/602,803
NITRO MAG	1,086,881	73/139,082
PAL	792,515	72/172,156
PARKER	2,614,687	76/239,060
PEERLESS	1,870,477	74/301,934
PETERS	324,506	71/361,113
PETERS	60,728	71/014,212
POWER PISTON	799,017	72/208,850

<u>Mark</u>	<u>Registration No.</u>	<u>Application No.</u>
POWER-LOKT	2,583,279	76/006,943
POWER-LOKT	818,517	72/226,471
PREMIER	1,908,366	74/544,134
R	2,211,023	75/387,427
R	2,061,907	74/626,499
R-P	1,032,208	73/036,812
RANGEMASTER	336,055	71/375,402
RATTLESNAKE	2,296,845	75/432,932
REM	1,960,454	74/672,675
REM-LITE	2,312,404	75/414,945
REM-TECH	2,312,405	75/414,947
REMCLOTH	2,189,980	75/279,109
REMINGTON	2,377,947	75/410,012
REMINGTON	2,019,103	75/013,636
REMINGTON	2,282,454	75/281,701
REMINGTON	2,029,536	74/626,479
REMINGTON	2,035,984	74/579,879
REMINGTON	2,091,798	74/677,645
REMINGTON	1,839,781	74/217,934
REMINGTON	1,843,652	74/217,933
REMINGTON	1,908,358	74/453,802
REMINGTON	1,027,328	73/036,608
REMINGTON	1,064,823	73/081,736
REMINGTON	1,092,498	73/100,443
REMINGTON	187,871	71/192,644
REMINGTON	330,832	71/356,493
REMINGTON	60,248	71/022,461
REMINGTON	745,041	72/113,138
REMINGTON	2,044,872	74/690,805
REMINGTON	2,055,890	74/606,796
REMINGTON	2,012,463	74/579,880
REMINGTON	2,053,378	74/680,005
REMINGTON		75/634,707
REMINGTON	2,109,608	74/731,722
REMINGTON	2,641,540	75/839,396
REMINGTON	2,012,463	74/579,880
REMINGTON (STYLIZED)	2,337,041	75/319,494
REMINGTON FIELDMASTER	2,104,163	75/068,601
REMINGTON LAW	2,230,488	75/409,906
ENFORCEMENT		
REMINGTON LEADLESS	2,097,962	74/583,157

<u>Mark</u>	<u>Registration No.</u>	<u>Application No.</u>
REMINGTON RACING	2,591,799	75/119,777
REMINGTON SHOOTING SCHOOL	2,158,125	75/128,319
REMINGTON SPORTMEN'S LIBRARY	1,776,874	74/312,828
REMINGTON TARGETMASTER	2,109,794	75/068,622
REMSULATION	2,181,544	75/278,842
SENDERO	1,911,270	74/543,588
SHUR SHOT	514,027	71/534,053
SLUGGER	1,290,918	73/375,132
SPEEDMASTER	336,054	71/375,403
SPORTSMAN	279,904	71/806,723
STREN	678,371	72/055,464
STREN	2,042,660	74/686,521
STREN FISH DESIGN	2,046,114	75/107,183
STREN SENSOR	2,185,143	75/305,145
STS	2,047,639	75/086,416
TARGETMASTER	364,490	71/411,099
THUNDERBOLT	1,133,079	73/156,359
U	49,500	71/010,808
UMC	1,907,281	74/543,592
UMC	49,616	71/010,814
VICTOR	601,805	71/665,302
VIPER	1,786,679	74/237,737
VORTEX	2,421,473	75/929,856
WEATHERMASTER		78/195,599
WINGMASTER	541,094	71/586,364
WONDERLUBE	2,116,564	74/621,223
YELLOW JACKET	1,177,128	73/214,488

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

TERMINATION AND RELEASE dated as of JANUARY 24, 2003, from JPMorgan Chase Bank (f/k/a THE CHASE MANHATTAN BANK) as Administrative Agent, a New York banking corporation located at 270 Park Avenue, New York, New York 10017-3954 (the "Administrative Agent"), to RA Brands, L.L.C. (the "Grantor"), a Delaware limited liability company with its principal place of business located at 870 Remington Drive, P.O. Box 700, Madison, North Carolina 27025.

**WITNESSETH**

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of April 28, 2000, among Remington Arms Company, Inc., the Administrative Agent and the other banks and financial institutions party thereto, the Grantor entered into that certain Subsidiary Security Agreement and that certain Subsidiary Patent and Trademark Security Agreement each dated as of June 30, 2000 (together, the "Security Documents")(capitalized terms used herein without definition are used as defined in the Security Documents);

WHEREAS, pursuant to 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);

WHEREAS, the Subsidiary Patent and Trademark Security Agreement, dated as of June 30, 2000 was recorded in the Trademark Division of the United States Patent and Trademark Office on August 22, 2000, at Reel 2127, Frame 0588; 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 as of the date hereof in:

(a) all United States written license agreements with any unaffiliated 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 Subsidiary Security Agreement) 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 (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all incenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) 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.

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.

\* \* \*

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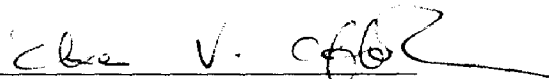
IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK,  
as Administrative Agent

By: Kathy A. Duncan  
Name: Kathy A. Duncan  
Title: Vice President

STATE OF NEW YORK     )  
  )  
  )     ss.:  
COUNTY OF NEW YORK    )

On this 23 day of January, 2003, before me personally appeared Kathryn A. Puncart to me known who, being by me duly sworn, did depose and say that she is Vice President of JPMorgan Chase Bank, described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by JPMorgan Chase Bank.

  
\_\_\_\_\_  
Notary Public

Notary Public, State of New York  
Qualified in Kings County  
Commission Expires \_\_\_\_\_, 2003

(Affix Seal Below)

**ELSA V. GRIFFITH**  
Notary Public, State of New York  
No 01GR4838119  
Qualified in Kings County  
Commission Expires March 30, 2003