

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RA Brands, L.L.C.		03/15/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	301 South College Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	2978531	AIRMASTER
Registration Number:	3055409	BULLET
Registration Number:	2843948	TAC 8
Registration Number:	3020566	PETERS
Registration Number:	2992569	STS
Registration Number:	3001550	REMINGTON
Registration Number:	2988217	SPARTAN GUNWORKS
Registration Number:	2995937	REMINGTON
Registration Number:	2840235	R3
Registration Number:	2841836	BUCKHAMMER
Registration Number:	2802467	CONQUEST
Registration Number:	2872763	REMINGTON
Registration Number:	2872762	REMINGTON

OP \$765.00 2978531

Registration Number:	2792880	REMINGTON
Registration Number:	2824191	REMINGTON
Registration Number:	2824190	REMINGTON
Registration Number:	2824189	REMINGTON
Registration Number:	2821830	REMINGTON
Registration Number:	2824188	REMINGTON
Registration Number:	2824187	REMINGTON
Registration Number:	2824186	REMINGTON
Registration Number:	2843452	FIELDMASTER
Registration Number:	2802850	REMINGTON
Serial Number:	78405389	REM DRI
Serial Number:	78764761	REMINGTON
Serial Number:	78741734	SUPER MAGNUM
Serial Number:	78738013	SUPER MAG
Serial Number:	78734986	FAST ACTION SOFT TOUCH
Serial Number:	78734985	F.A.S.T.
Serial Number:	78529895	

CORRESPONDENCE DATA

Fax Number: (404)522-8409
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-880-4758
Email: myoung@phrd.com
Correspondent Name: Marcus Young
Address Line 1: 285 Peachtree Center Avenue N.E.
Address Line 2: 1500 Marquis Two Tower
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	866.171
NAME OF SUBMITTER:	Mitchell M. Purvis
Signature:	/mmp/
Date:	03/16/2006

Total Attachments: 8
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March 15, 2006

Wachovia Bank, National Association, as Agent
301 South College Street
Charlotte, North Carolina 28288
Attention: Bruce K. Rhodes

Re: First Amendment to Patent and Trademark Security Agreement

Ladies and Gentlemen:

Reference is made to that certain Patent and Trademark Security Agreement between RA Brands, L.L.C., a Delaware limited liability company ("Grantor"), and Wachovia Bank, National Association, as administrative and collateral agent (in such capacity, "Agent") for the Lenders (as hereinafter defined), dated January 24, 2003 (the "IP Security Agreement"), recorded in the United States Patent and Trademark Office ("USPTO") on January 30, 2003, at Reel/Frame number 13718/418 (with respect to patents and patent applications) and at Reel/Frame number 2660/600 (with respect to trademarks and trademark applications). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meanings ascribed to such terms in the IP Security Agreement.

Remington Arms Company, Inc. and RA Factors, Inc., each a Delaware corporation (each a "Borrower" and collectively ("Borrowers")), entered into a certain Credit Agreement dated January 24, 2003 with Agent and various financial institutions party from time to time thereto ("Lenders") (as amended prior to the date hereof, the "Original Credit Agreement"), and in connection therewith, Grantor executed and delivered to Agent, for the benefit of itself and Lenders, a Subsidiary Guaranty dated January 24, 2003 pursuant to which Grantor guaranteed all of the Obligations under (and as defined in) the Original Credit Agreement owing by Borrowers to Agent and Lenders (the "Subsidiary Guaranty"), which Subsidiary Guaranty, and Grantor's obligations to Agent and Lenders thereunder, are secured by, among other things, the IP Security Agreement and the Collateral described therein.

Borrowers, Agent and Lenders have now entered into an Amended and Restated Credit Agreement dated the date hereof, which amends and restates the Original Credit Agreement (as at any time amended, restated, modified or supplemented, the "Amended and Restated Credit Agreement"), and it is a condition to the Agent's and Lenders' willingness to make loans and other financial accommodations to or for the benefit of Borrowers under the Amended and Restated Credit Agreement that Grantor agree to enter into this letter agreement and to amend the IP Security Agreement as hereinafter set forth.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Grantor hereby acknowledges and confirms that, in order to secure the prompt payment and performance to Lenders of all of the Obligations, Grantor assigned, pledged and granted to Agent, for the benefit of itself and Lenders, pursuant to the IP Security Agreement, a continuing security interest and Lien upon the Collateral then owned or thereafter acquired by Grantor or in which Grantor then had or at any time in the future may acquire any right, title or interest, including, without limitation, all of Grantor's Trademarks and Patents.

Grantor has obtained rights to the Trademarks listed on the attached Schedule I-A and the Patents listed on the attached Schedule II-A. Agent and Grantor hereby agree to amend the IP Security Agreement to add the Trademarks listed on Schedule I-A and the Patents listed on Schedule II-A as provided below.

Schedule I to the IP Security Agreement is hereby amended by adding to the list of Trademarks thereon those Trademarks listed on Schedule I-A attached hereto. Schedule II to the IP Security Agreement is hereby amended by adding to the list of Trademarks thereon those Trademarks listed on Schedule II-A attached hereto. Agent is hereby authorized to attach to the IP Security Agreement a copy of Schedule I-A as a supplement to Schedule I thereto and Schedule II-A as a supplement to Schedule II thereto and to file a copy, or copies, of the IP Security Agreement, as so supplemented, and/or of this letter agreement, with the USPTO at Grantor's expense.

Grantor hereby restates and reaffirms the representations, warranties, covenants and agreements made by Grantor in the IP Security Agreement, subject to the terms and conditions thereof. Additionally, Grantor hereby represents and warrants to Agent and Lenders that Schedule I and Schedule II to the IP Security Agreement, each as amended herein, contain a complete and accurate list of the Trademarks and Patents owned by Grantor as of the date hereof, and that all such Trademarks and Patents described in Schedules I and Schedule II to the IP Security Agreement, each as amended herein, shall constitute Collateral under the IP Security Agreement securing the Obligations. Grantor further represents and warrants to Agent and Lenders that it has the full authority to enter into this letter agreement and to grant the security interest and Lien provided for in the IP Security Agreement.


Grantor agrees to take such further actions as Agent shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

This letter agreement shall be effective upon execution by Grantor and acceptance by Agent (notice of which acceptance is hereby waived), and 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 thereof, other than Section 5-1401 of the New York General Obligations Law). This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission or by email/electronic delivery shall be deemed to be an original signature hereto.

If the terms of this letter agreement are acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter.

Very truly yours,

RA BRANDS, LLC

By: 
Title: VP + Director

Accepted and agreed to this
____ day of _____, 2006:

WACHOVIA BANK, NATIONAL ASSOCIATION, as Agent

By: _____

Title: _____

If the terms of this letter agreement are acceptable to Agent , please evidence its agreement by executing the enclosed copy of this letter.

Very truly yours,

RA BRANDS, LLC

By: _____

Title: _____

Accepted and agreed to this
15th day of March, 2006:

WACHOVIA BANK, NATIONAL ASSOCIATION, as Agent

By: Benny Probst

Title: DIRECTOR

**SCHEDULE I-A
RA Brands, LLC**

TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Serial Number</u>	<u>Filing Date</u>
AIRMASTER	2978531	7/26/05	78211720	2/6/03
BULLET	3055409	1/31/06	78574824	2/25/05
TAC 8	2843948	5/18/04	78170963	10/4/02
PETERS	3020566	11/29/05	78493022	10/1/04
STS	2992569	9/6/05	78457314	7/27/04
REMINGTON	3001550	9/27/05	78457309	7/27/04
SPARTAN GUNWORKS	2988217	8/23/05	78346379	12/30/03
REMINGTON	2995937	9/13/05	78331231	11/21/03
R3	2840235	5/11/04	78224277	3/11/03
BUCKHAMMER	2841836	5/11/04	78222508	3/6/03
CONQUEST	2802467	1/6/04	78211690	2/6/03
REMINGTON	2872763	8/10/04	78203505	1/15/03
REMINGTON	2872762	8/10/04	78203503	1/15/03
REMINGTON	2792880	12/9/03	78092172	11/7/01
REMINGTON	2824191	3/16/04	78092170	11/7/01
REMINGTON	2824190	3/16/04	78092169	11/7/01
REMINGTON	2824189	3/16/04	78092168	11/7/01
REMINGTON	2821830	3/9/04	78092165	11/7/01
REMINGTON	2824188	3/16/04	78092164	11/7/01
REMINGTON	2824187	3/16/04	78092163	11/7/01
REMINGTON	2824186	3/16/04	78092161	11/7/01
FIELDMASTER	2843452	5/18/04	76239061	4/10/01
REMINGTON	2802850	1/6/04	76199605	1/18/01

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
REM DRI	78405389	4/21/04
REMINGTON	78764761	12/1/05
SUPER MAGNUM	78741734	10/27/05
SUPER MAG	78738013	10/21/05
FAST ACTION SOFT TOUCH	78734986	10/18/05
F.A.S.T.	78734985	10/18/05
Bullet Design	78529895	12/9/04

SCHEDULE II-A**PATENTS**

Title	Patent Number	Issue Date	Application Number	Application Date
Carrier Locking Device	6,742,298	06/01/2004	10/418,488	04/18/2003

PATENT APPLICATIONS

Title	Application Number	Application Date
Composite Receiver for Firearms	60/471,266	05/16/2003
Dual Lug Rotary Lock-up	60/473,277	05/23/2003
Actuator Assembly	10/632,879	08/01/2003
Lead Attached Sabot Slug	10/643,831	08/19/2003
Modular Barrel Assembly	60/498,567	08/28/2003
Method of Forming a Composite Barrel	60/501,884	09/10/2003
Process for Imprinting a Composite Barrel Assembly	60/501,685	09/10/2003
Action Rate Control System	60/516,583	10/31/2003
Roller Sear/Hammer Interface for Firearms	60/516,443	10/31/2003
Firing Pin Assembly	60/523,468	11/19/2003
Magazine Ejection Clip with Spring Retainer/Release	60/530,719	12/18/2003
Firing Pin Assembly	10/752,909	01/07/2004
Recoil Pad Design	60/536,330	01/13/2004
Fire Control Adjustment System	10/757,108	01/14/2004
Priming Mixtures for Small Arms	10/764,246	01/23/2004
Barrel Attachment System	60/540,360	01/30/2004
Firearm Stock Connector	60/547,913	02/26/2004
Barrel Accessory Rail System	60/557,987	03/30/2004

Title	Application Number	Application Date
Composite Receiver for Firearms	10/845,430	05/13/2004
Bolt Assembly With Locking System	10/851,491	05/21/2004
Firearm Orientation Drop Sensors	10/878,216	06/28/2004
Modular Barrel Assembly	10/920,929	08/18/2004
Process for Imprinting a Composite Barrel Assembly	10/939,175	09/10/2004
Action Rate Control System	10/973,736	10/26/2004
Roller Sear/Hammer Interface for Firearms	10/973,679	10/26/2004
Touch Sensor Firearm Safety System	60/627,636	11/12/2004
Sling Swivel Attachment	60/627,340	11/12/2004
Firearm With Enhanced Corrosion and Wear Resistance Properties	60/647,926	01/27/2005
Barrel Attachment System	11/047,019	01/31/2005
Firearm Stock Connector	11/066,021	02/25/2005
Bismuth Oxide Primer Composition	11/087,274	03/23/2005
Shell Stripper Assembly	60/664,847	03/24/2005
Barrel Accessory Rail System	11/091,650	03/28/2005
Portable Covert License Plate Reader	60/706,163	08/05/2005
Touch Sensor Firearm Safety System	11/271,699	11/12/2005
Sling Swivel Attachment	Not Yet Assigned	11/14/2005
Firearm With Enhanced Corrosion and Wear Resistance Properties	Not Yet Assigned	01/27/2006
Firearm Holding Device	Not Yet Assigned	01/31/2006
Modular Accessory Rail System	Not Yet Assigned	02/08/2006