

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|-------------------------------------|
| RA Brands, L.L.C. | | 01/28/2008 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|---|
| Name: | Wachovia Bank, National Association |
| Street Address: | 301 South College Street |
| Internal Address: | 6th Floor |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28288 |
| Entity Type: | a national banking association: UNITED STATES |

PROPERTY NUMBERS Total: 54

| Property Type | Number | Word Mark |
|----------------------|----------|------------------------|
| Registration Number: | 2978531 | AIRMASTER |
| Registration Number: | 3198065 | |
| Registration Number: | 2779725 | COMPETITION MASTER |
| Registration Number: | 3287241 | CUSTOM CARRY |
| Registration Number: | 3148490 | F.A.S.T. |
| Registration Number: | 3145310 | FAST ACTION SOFT TOUCH |
| Registration Number: | 3248505 | PROBORE |
| Registration Number: | 3080581 | REM DRI |
| Registration Number: | 2992569 | STS |
| Registration Number: | 3160225 | SWIFT-LOKT |
| Registration Number: | 2843948 | TAC 8 |
| Registration Number: | 3188363 | ULTRA BONDED |
| Serial Number: | 77212809 | COPPER SOLID |

OP \$1365.00 2978531

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|----------------|----------|---|
| Serial Number: | 77201006 | DESERT RECON |
| Serial Number: | 78957204 | E. REMINGTON & SONS, ILION, N.Y. |
| Serial Number: | 78957205 | E. REMINGTON & SONS, ILION, N.Y. |
| Serial Number: | 78907921 | ECHO |
| Serial Number: | 78907948 | ELITE HUNTER |
| Serial Number: | 77264928 | ELITE SKINNER |
| Serial Number: | 78907951 | EXCURSION |
| Serial Number: | 77199375 | GOLDEN SABER |
| Serial Number: | 77195115 | HI-SPEED |
| Serial Number: | 77195119 | MANAGED-RECOIL |
| Serial Number: | 77236107 | NITRO MAG |
| Serial Number: | 77195129 | NITRO PHEASANT |
| Serial Number: | 77195123 | NITRO TURKEY |
| Serial Number: | 77195128 | NITRO-STEEL |
| Serial Number: | 78386753 | PARKER |
| Serial Number: | 77035306 | POWER LEVEL |
| Serial Number: | 77339780 | ULTRA MAG |
| Serial Number: | 78764761 | REMINGTON |
| Serial Number: | 77252095 | REMINGTON SPORTSMAN'S SERIES INSIGNIA EDITION |
| Serial Number: | 78477879 | REMTECH 2.0 |
| Serial Number: | 78738009 | S.A.S.S. |
| Serial Number: | 77167621 | SHOOT LIKE A GIRL . . . IF YOU CAN ! |
| Serial Number: | 77167836 | SHOOT LIKE A GIRL . . . IF YOU CAN ! |
| Serial Number: | 77167837 | SHOOT LIKE A GIRL . . . IF YOU CAN ! |
| Serial Number: | 77167838 | SHOOT LIKE A GIRL . . . IF YOU CAN ! |
| Serial Number: | 77167842 | SHOOT LIKE A GIRL . . . IF YOU CAN ! |
| Serial Number: | 77195090 | SPORTSMAN |
| Serial Number: | 78738012 | STS |
| Serial Number: | 78738013 | SUPER MAG |
| Serial Number: | 78741734 | SUPER MAGNUM |
| Serial Number: | 77201005 | SUPERCELL |
| Serial Number: | 77199380 | SUPERCELL-EXT |
| Serial Number: | 78907923 | TANGO |
| Serial Number: | 77197049 | THE VETERAN |
| Serial Number: | 78728857 | TORCH CAM |

| | | |
|----------------|----------|---------------|
| Serial Number: | 78496767 | TRINYTE |
| Serial Number: | 78761388 | WINGMASTER HD |
| Serial Number: | 78738003 | WOODSMaster |
| Serial Number: | 77009240 | X-MARK PRO |
| Serial Number: | 78907928 | ZULU |
| Serial Number: | 77339782 | PREMIER |

CORRESPONDENCE DATA

Fax Number: (404)522-8409

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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: | 01/30/2008 |

Total Attachments: 8

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January 28, 2008

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

Re: Second 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 (as at any time amended, restated, modified or supplemented, 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.

Grantor, Remington Arms Company, Inc., a Delaware corporation ("Remington"), and the other parties named therein or joined thereto from time to time as borrowers ("Borrowers") are parties to a certain Amended and Restated Credit Agreement dated March 15, 2006 with Agent and various financial institutions party from time to time thereto ("Lenders") at any time amended, restated, modified or supplemented (the "Credit Agreement"), which Credit Agreement amended and restated that certain Credit Agreement dated January 24, 2003, and pursuant to which Agent and Lenders have agreed to extend revolving credit loans, term loans, letters of credit and other certain financial accommodations to Borrowers, in accordance with the terms thereof, and Grantor's obligations to Agent and Lenders under the Credit Agreement, are secured by, among other things, the IP Security Agreement and the Collateral described therein.

It is a condition to the Agent's and Lenders' willingness to continue to make loans and other financial accommodations to or for the benefit of Borrowers under the 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 Agent and 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 and 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 I 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 Schedule 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, L.L.C.

By: 
Title: Vice President

Accepted and agreed to this
_____ day of _____, 2008:

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,

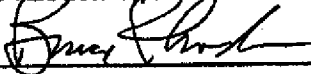
RA BRANDS, L.L.C.

By: _____

Title: _____

Accepted and agreed to this
28th day of January, 2008:

WACHOVIA BANK NATIONAL ASSOCIATION, as Agent

By: 

Title: VICE PRESIDENT

Second Amendment to Patent and Trademark Security Agreement

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 (Design) | 3198065 | 1/16/07 | 78529895 | 12/9/04 |
| COMPETITION MASTER | 2779725 | 11/4/03 | 78222517 | 3/6/03 |
| CUSTOM CARRY | 3287241 | 8/28/07 | 78907947 | 6/14/06 |
| F.A.S.T. | 3148490 | 9/26/06 | 78734985 | 10/18/05 |
| FAST ACTION SOFT TOUCH | 3145310 | 9/19/06 | 78734986 | 10/18/05 |
| PROBORE | 3248505 | 5/29/07 | 78688846 | 8/9/06 |
| REM DRI | 3080581 | 4/11/06 | 78405389 | 4/21/04 |
| STS | 2992569 | 9/6/05 | 78457314 | 7/27/04 |
| SWIFT-LOKT | 3160225 | 10/17/05 | 78498463 | 10/12/04 |
| TAC 8 | 2843948 | 5/18/04 | 78170963 | 10/4/02 |
| ULTRA BONDED | 3188363 | 12/19/06 | 78717164 | 9/21/05 |

TRADEMARK APPLICATIONS

| <u>Trademark</u> | <u>Serial Number</u> | <u>Filing Date</u> |
|---|----------------------|--------------------|
| COPPER SOLID | 77212809 | 6/22/07 |
| DESERT RECON | 77201006 | 6/8/07 |
| E. REMINGTON & SONS, ILION, N.Y. | 78957204 | 8/22/06 |
| E. REMINGTON & SONS, ILION, N.Y. | 78957205 | 8/22/06 |
| ECHO | 78907921 | 6/14/06 |
| ELITE HUNTER | 78907948 | 6/14/06 |
| ELITE SKINNER | 77264928 | 8/27/07 |
| EXCURSION | 78907951 | 6/14/06 |
| GOLDEN SABER | 77199375 | 6/6/07 |
| HI-SPEED | 77195115 | 6/1/07 |
| MANAGED-RECOIL | 77195119 | 6/1/07 |
| NITRO MAG | 77236107 | 7/23/07 |
| NITRO PHEASANT | 77195129 | 6/1/07 |
| NITRO TURKEY | 77195123 | 6/1/07 |
| NITRO-STEEL | 77195128 | 6/1/07 |
| PARKER | 78386753 | 3/18/04 |
| POWER LEVEL | 77035306 | 11/2/06 |
| PREMIER | 77339782 | 11/29/07 |
| REMINGTON (Stylized) | 78764761 | 12/1/05 |
| REMINGTON SPORTSMAN'S SERIES INSIGNIA EDITION | 77252095 | 8/10/07 |
| REMTECH 2.0 | 78477879 | 9/2/04 |
| S.A.S.S. | 78738009 | 10/21/05 |
| SHOOT LIKE A GIRL...IF YOU CAN ! | 77167621 | 4/27/07 |
| SHOOT LIKE A GIRL...IF YOU CAN ! | 77167836 | 4/27/07 |
| SHOOT LIKE A GIRL...IF YOU CAN ! | 77167837 | 4/27/07 |
| SHOOT LIKE A GIRL...IF YOU CAN ! | 77167838 | 4/27/07 |
| SHOOT LIKE A GIRL...IF YOU CAN ! | 77167842 | 4/27/07 |
| SPORTSMAN | 77195090 | 6/1/07 |
| STS | 78738012 | 10/21/05 |

| <u>Trademark</u> | <u>Serial Number</u> | <u>Filing Date</u> |
|------------------|----------------------|--------------------|
| SUPER MAG | 78738013 | 10/21/05 |
| SUPER MAGNUM | 78741734 | 10/27/05 |
| SUPERCELL | 77201005 | 6/8/07 |
| SUPERCELL-EXT | 77199380 | 6/6/07 |
| TANGO | 78907923 | 6/14/06 |
| THE VETERAN | 77197049 | 6/4/07 |
| TORCH CAM | 78728857 | 10/7/05 |
| TRINYTE | 78496767 | 10/8/04 |
| ULTRA MAG | 77339780 | 11/29/07 |
| WINGMASTER HD | 78761388 | 11/28/05 |
| WOODSMaster | 78738003 | 10/21/05 |
| X-MARK PRO | 77009240 | 9/28/06 |
| ZULU | 78907928 | 6/14/06 |

SCHEDULE II-A

PATENTS

| Title | Application Number | Issue Date | Patent Number | Application Date |
|--|--------------------|------------|---------------|------------------|
| Lead Attached Sabot Slug | 10/643,831 | 08/19/2003 | 7,201,104 | 04/10/2007 |
| Firearm Stock Connector | 11/066,021 | 02/25/2005 | 7,162,823 | 01/16/2007 |
| Firearm Orientation and Drop Sensor System | 10/878,216 | 06/28/2004 | 7,188,444 | 03/13/2007 |
| Roller Sear/Hammer Interface for Firearms | 10/973,679 | 10/29/2004 | 7,181,880 | 02/27/2007 |
| Bolt Assembly With Locking System | 11/496,374 | 07/31/2006 | 7,219,461 | 05/22/2007 |

PATENT APPLICATIONS

| | | |
|--------------------------------------|------------|------------|
| Firearm Holding Device | 11/669,453 | 01/31/2007 |
| Accessory Rail Assembly For Firearms | 11/672,763 | 02/08/2007 |
| Gas-Operated Firearm | 11/653,344 | 05/24/2007 |
| Pivoting, Non-Detachable Magazine | 60/969,035 | 08/30/2007 |
| Gas System for Firearms | 60/968,733 | 08/29/2007 |
| Barrel | 29/295,862 | 10/09/2007 |