

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323725

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Colt's Manufacturing Company LLC		11/17/2014	LIMITED LIABILITY COMPANY: DELAWARE
New Colt Holding Corp.		11/17/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Savings Fund Society, FSB
Street Address:	500 Delaware Ave.
Internal Address:	11th Floor
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Federal Savings Bank: DELAWARE

PROPERTY NUMBERS Total: 76

Property Type	Number	Word Mark
Registration Number:	1696913	ANACONDA
Registration Number:	2181358	DS-II
Registration Number:	1790980	M1991A1
Registration Number:	3846637	ACE
Registration Number:	821005	BANKERS SPECIAL
Registration Number:	4132994	CCR
Registration Number:	4089165	CCR
Registration Number:	651917	COBRA
Registration Number:	736237	COLT
Registration Number:	1687665	COLT
Registration Number:	2874074	COLT
Registration Number:	827453	COLT AR-15
Registration Number:	830862	COLT AR-15
Registration Number:	2873024	COLT CUP
Registration Number:	3380438	COLT
Registration Number:	1599500	COLT
Registration Number:	1032950	COLT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1971561	COLT
Registration Number:	2032392	COLT
Registration Number:	3275579	COLT
Registration Number:	3626346	COLT
Registration Number:	52904	COLT
Registration Number:	695146	COLT BUNTLINE SPECIAL .45
Registration Number:	58249	COLT.
Registration Number:	58278	COLT'S PT.F.A. MFG. CO. HARTFORD. CT. US
Registration Number:	50584	COLT'S PT. F.A. MFG. CO. HARTFORD. CT. U
Registration Number:	2843031	COMBAT COMMANDER
Registration Number:	1434644	COMBAT ELITE
Registration Number:	406461	COMMANDER
Registration Number:	1686290	
Registration Number:	1711551	DELTA ELITE
Registration Number:	1969730	DETECTIVE SPECIAL
Registration Number:	2200851	
Registration Number:	755785	FRONTIER SCOUT
Registration Number:	3692011	GOLD CUP
Registration Number:	3692012	
Registration Number:	2008161	GOVERNMENT MODEL
Registration Number:	1980765	KING COBRA
Registration Number:	3051391	MODEL P
Registration Number:	416686	MUSTANG
Registration Number:	1992727	NATIONAL MATCH
Registration Number:	3423942	NEW AGENT
Registration Number:	50585	(NEW SERVICE)
Registration Number:	1375755	OFFICER'S ACP
Registration Number:	3371068	OFFICERS MODEL
Registration Number:	3250181	PEACEMAKER
Registration Number:	50460	POLICE-POSITIVE.
Registration Number:	416687	PONY
Registration Number:	2181224	PONY POCKETLITE
Registration Number:	795431	PYTHON
Registration Number:	3789242	RAIL GUN
Registration Number:	1060720	
Registration Number:	3377544	
Registration Number:	3501291	
Registration Number:	821006	
Registration Number:	58277	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	738097	
Registration Number:	2777550	SINGLE ACTION ARMY
Registration Number:	3092123	SINGLE ACTION ARMY
Registration Number:	834947	STAGECOACH
Registration Number:	753166	THE FRONTIER
Registration Number:	753165	THE PEACEMAKER
Registration Number:	2892485	VINCIT QUI PATITUR
Registration Number:	1648788	HBAR
Registration Number:	3866762	AR-15A4
Registration Number:	3777563	CGL
Registration Number:	825581	AR-15
Registration Number:	3883182	M5
Registration Number:	2003594	MATCH TARGET
Registration Number:	2095131	COMMANDO
Registration Number:	4147415	LE901
Registration Number:	4321413	CM901
Registration Number:	727441	
Registration Number:	4484733	COLT
Serial Number:	86240053	SWORD
Serial Number:	86240044	SWORD

CORRESPONDENCE DATA

Fax Number:

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.

Email: tthieme@willkie.com

Correspondent Name: Tara Thieme Willkie Farr & Gallagher LLP

Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 122961-00001

NAME OF SUBMITTER: Tara Thieme

SIGNATURE: /Tara Thieme/

DATE SIGNED: 11/19/2014

Total Attachments: 11

source=Colt_ Trademark Security Agreement#page1.tif

source=Colt_ Trademark Security Agreement#page2.tif

source=Colt_ Trademark Security Agreement#page3.tif

source=Colt_ Trademark Security Agreement#page4.tif

source=Colt_ Trademark Security Agreement#page5.tif

source=Colt_ Trademark Security Agreement#page6.tif

source=Colt_ Trademark Security Agreement#page7.tif

TRADEMARK

REEL: 005404 FRAME: 0452

source=Colt_ Trademark Security Agreement#page8.tif
source=Colt_ Trademark Security Agreement#page9.tif
source=Colt_ Trademark Security Agreement#page10.tif
source=Colt_ Trademark Security Agreement#page11.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 17th day of November, 2014, 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 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 Defense LLC, a Delaware limited liability company ("Parent"), certain affiliates 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 November 17, 2014 (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.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit 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 to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

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

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

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 PTO 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.

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.

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 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.

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.

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.

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.

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.

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.

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

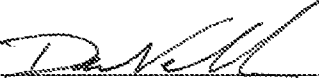
AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING 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

[Signature Page to Colt Trademark Security Agreement]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON SAVINGS FUND SOCIETY,
FSB, as Agent

By: 
Name: Kristin L. Moore
Title: Vice President

[Signature page to Colt Trademark Security Agreement]

TRADEMARK
REEL: 005404 FRAME: 0459

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

US Trademark Registrations/Applications

<u>Trademark</u>	<u>Country</u>	<u>Pending or Registered</u>	<u>Registration Number (if applicable)</u>	<u>Application Number (if applica- ble)</u>	<u>Int'l Class of Goods</u>
ANACONDA	US	Registered	1,696,913		13
DS-II	US	Registered	2,181,358		13
M1991A1	US	Registered	1,790,980		13
ACE	US	Registered	3,846,637		13
BANKERS SPECIAL	US	Registered	821,005		13
CCR	US	Registered	4132994		13
CCR (Stylized)	US	Registered	4089165		13,25
COBRA	US	Registered	651,917		13
COLT	US	Registered	736,237		13
COLT	US	Registered	1,687,665		9
COLT (service mark)	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 and Design	US	Registered	3,380,438		13
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 AND DESIGN IN CIRCLE	US	Registered	52,904		13

<u>Trademark</u>	<u>Country</u>	<u>Pending or Registered</u>	<u>Registration Number (if applicable)</u>	<u>Application Number (if applica- ble)</u>	<u>Int'l Class of Goods</u>
COLT BUNTLINE SPECIAL 45	US	Registered	695,146		13
COLT.	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 COMMANDER	US	Registered	2843031		13
COMBAT ELITE	US	Registered	1,434,644		13
COMMANDER	US	Registered	406,461		13
DELTA AND CIRCLE DESIGN	US	Registered	1,686,290		13
DELTA ELITE	US	Registered	1,711,551		13
DETECTIVE SPECIAL	US	Registered	1,969,730		13
DOME DESIGN	US	Registered	2,200,851		13
FRONTIER SCOUT	US	Registered	755,785		13
GOLD CUP	US	Registered	3,692,011		13
GOLD CUP (de- sign)	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
(NEW SERVICE) IN PARENTHESES	US	Registered	50,585		13
OFFICER'S ACP	US	Registered	1,375,755		13
OFFICERS MODEL	US	Registered	3,371,068		13

<u>Trademark</u>	<u>Country</u>	<u>Pending or Registered</u>	<u>Registration Number (if applicable)</u>	<u>Application Number (if applica- ble)</u>	<u>Int'l Class of Goods</u>
PEACEMAKER	US	Registered	3,250,181		28
POLICE POSITIVE	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
RAMPANT COLT DESIGN	US	Registered	1,060,720		14, 26
RAMPANT COLT DESIGN	US	Registered	3,377,544		13
RAMPANT COLT DESIGN	US	Registered	3,501,291		25
RAMPANT COLT DESIGN IN OVAL	US	Registered	821,006		13
RAMPANT COLT DESIGN ON GROUND	US	Registered	58,277		13
RAMPANT COLT SILHOUETTE DESIGN	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 (ARMSMEAR CREST)	US	Registered	2892485		13, 37, 40
SWORD (Stylized) AND DESIGN (Vertical)	US	Pending		<u>86/240053</u>	9, 13
SWORD (Stylized) AND DESIGN (Horizontal)	US	Pending		<u>86/240044</u>	9, 13
HBAR	US	Registered	1648788		13

<u>Trademark</u>	<u>Country</u>	<u>Pending or Registered</u>	<u>Registration Number (if applicable)</u>	<u>Application Number (if applica- ble)</u>	<u>Int'l Class of Goods</u>
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

Canadian Trademarks Registrations/Applications

<u>Trademark</u>	<u>Country</u>	<u>Pending or Registered</u>	<u>Registration Number (if applicable)</u>	<u>Application Number (if applica- ble)</u>	<u>Int'l Class of Goods</u>
COLT	CA	Registered	TMDA56264		6, 7, 9, 13
COLT	CA	Registered	TMA269,158		28
MISCELLANEOUS DESIGN (Rampant Colt)	CA	Registered	TMA449,706		28
THE FRONTIER (Stylized) AND DESIGN	CA	Registered	TMA135,439		13
SWORD (stylized) & design (horizontal)	CA	Pending		1672103	9, 13
SWORD (stylized) & design (vertical)	CA	Pending		1672098	9, 13

