

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323754

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Security Interest (Reel: 5074/ Frame: 0548)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC, as Agent		11/17/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Colt Defense LLC, as Grantor
Street Address:	547 New Park Avenue
City:	West Hartford
State/Country:	CONNECTICUT
Postal Code:	06110
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Colt's Manufacturing Company LLC, a Delaware limited liability company, as Grantor
Street Address:	545 New Park Avenue
City:	West Hartford
State/Country:	CONNECTICUT
Postal Code:	06110
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	New Colt Holding Corporation, a Delaware corporation, as Grantor
Street Address:	545 New Park Avenue
City:	West Hartford
State/Country:	CONNECTICUT
Postal Code:	06110
Entity Type:	CORPORATION: 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

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	651917	COBRA
Registration Number:	736237	COLT
Registration Number:	1687665	COLT
Registration Number:	827453	COLT AR-15
Registration Number:	830862	COLT AR-15
Registration Number:	2874074	COLT
Registration Number:	2873024	COLT CUP
Registration Number:	3380438	COLT
Registration Number:	1599500	COLT
Registration Number:	1032950	COLT
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

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	50460	POLICE-POSITIVE.
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	
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
Serial Number:	85881643	PATRIAN DEFENSE
Serial Number:	85895404	PATRIAN DEFENSE
Serial Number:	85887374	50+ YEARS JUNGLE, SAND & SNOW
Serial Number:	85887377	50+ YEARS JUNGLE, SAND & SNOW
Registration Number:	416687	PONY

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: marina.kelly@thomsonreuters.com

Correspondent Name: Ken Tan, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

TRADEMARK

REEL: 005404 FRAME: 0679

NAME OF SUBMITTER:	Ken Tan, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	11/19/2014
Total Attachments: 10 source=10 - Colt - Trademark Release [Executed]#page1.tif source=10 - Colt - Trademark Release [Executed]#page2.tif source=10 - Colt - Trademark Release [Executed]#page3.tif source=10 - Colt - Trademark Release [Executed]#page4.tif source=10 - Colt - Trademark Release [Executed]#page5.tif source=10 - Colt - Trademark Release [Executed]#page6.tif source=10 - Colt - Trademark Release [Executed]#page7.tif source=10 - Colt - Trademark Release [Executed]#page8.tif source=10 - Colt - Trademark Release [Executed]#page9.tif source=10 - Colt - Trademark Release [Executed]#page10.tif	

RELEASE OF TRADEMARK PROPERTY SECURITY INTEREST

This **RELEASE OF TRADEMARK PROPERTY SECURITY INTEREST** (this "Trademark Release"), is made as of November 17, 2014 (the "Effective Date"), by CORTLAND CAPITAL MARKET SERVICES LLC (the "Agent"), for the benefit of COLT DEFENSE LLC, NEW COLT HOLDING CORP. and COLT'S MANUFACTURING COMPANY LLC (each a "Grantor" and, collectively, the "Grantors"). Unless otherwise defined herein, terms used herein and not defined shall have the meanings provided or provided by reference in the Security Agreement, dated July 12, 2013, among the Grantors and the borrowers and guarantors party thereto and Agent, in its capacity as agent for the Secured Parties.

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of July 12, 2013, between the Grantors and the Agent ("Trademark Property Security Agreement"), each Grantor granted to the Agent for the benefit of various entities (collectively, the "Secured Parties") a lien on and a security interest in all of such Grantor's right, title and interest in, to and under the following:

- a) all of its Trademarks including those referred to on Schedule A hereto;
- b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- c) 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

(collectively, the "Trademark Collateral").

WHEREAS, the Agent has agreed to terminate and release its lien on and security interest in and to the Trademark Collateral including, without limitation, those items referred to on Schedule A hereto, and the Trademark Property Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, for itself and on behalf of the Secured Parties, hereby terminates the Trademark Property Security Agreement, and hereby forever releases,

relinquishes, discharges, cancels, repledges, reassigns and releases any and all liens and security interests it has against the Trademark Collateral including, without limitation, those items referred to on Schedule A hereto.

The Agent hereby agrees to, at the sole expense of the Grantor, duly execute, acknowledge, procure and deliver any further documents necessary under the rules and other applicable laws of the various jurisdictions, and to do such other acts as may be reasonably necessary upon request of the Grantor (or its any assignee or designee of Grantor, including Wells Fargo Capital Finance, LLC, as its delegate for this purpose) to effectuate the release of the security interest contemplated hereby and to confirm this Trademark Release and Grantor's (or its assignee's or designee's) right, title and interest in and to the Trademark Collateral.

This Trademark Release shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts of law principles thereof.

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IN WITNESS WHEREOF, the Agent has caused this Trademark Release to be executed by its duly authorized representative as of the Effective Date.

CORTLAND CAPITAL MARKET SERVICES
LLC, as Agent

By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

Schedule A

Trademarks

Colt's Manufacturing Company LLC Trademarks

<u>Trademark</u>	<u>United States Registration Number</u>	<u>Int'l Class of Goods</u>
ANACONDA	1,696,913	13
DS-II	2,181,358	13
M1991A1	1,790,980	13

New Colt Holding Corp. Trademarks

<u>Trademark</u>	<u>United States Registration Number</u>	<u>Int'l Class of Goods</u>
ACE	3,846,637	13
BANKERS SPECIAL	821,005	13
CCR	4132994	13
CCR (Stylized)	4089165	13,25
COBRA	651,917	13
COLT	736,237	13
COLT	1,687,665	9
COLT AR-15	827,453	9
COLT AR-15 AND DESIGN	830,862	9
COLT (service mark)	2,874,074	37, 40, 42
COLT CUP	2,873,024	25
COLT and Design	3,380,438	13
COLT (STYLIZED C)	1,599,500	13
COLT (STYLIZED C)	1,032,950	14, 26
COLT (STYLIZED C)	1,971,561	18
COLT (STYLIZED C)	2,032,392	8
COLT (STYLIZED C)	3,275,579	25
COLT (STYLIZED C)	3,626,346	13

<u>Trademark</u>	<u>United States Registration Number</u>	<u>Int'l Class of Goods</u>
COLT AND DESIGN IN CIRCLE	52,904	13
COLT BUNTLINE SPECIAL 45	695,146	13
COLT.	58,249	13
COLT'S PT. F. A. MFG. CO. HARTFORD CT. U.S.A.	58,278	13
COLT'S PT. F. A. MFG. CO. HARTFORD CT. U.S.A.	50,584	13
COMBAT COMMANDER	2843031	13
COMBAT ELITE	1,434,644	13
COMMANDER	406,461	13
DELTA AND CIRCLE DESIGN	1,686,290	13
DELTA ELITE	1,711,551	13
DETECTIVE SPECIAL	1,969,730	13
DOME DESIGN	2,200,851	13
FRONTIER SCOUT	755,785	13
GOLD CUP	3,692,011	13
GOLD CUP (design)	3,692,012	13
GOVERNMENT MODEL	2,008,161	13
KING COBRA	1,980,765	13
MODEL P	3,051,391	13
MUSTANG	416,686	13
NATIONAL MATCH	1,992,727	13
NEW AGENT	3,423,942	13
(NEW SERVICE) IN PARENTHESES	50,585	13
OFFICER'S ACP	1,375,755	13
OFFICERS MODEL	3,371,068	13
PEACEMAKER	3,250,181	28
POLICE POSITIVE	50,460	13
PONY	416,687	13

<u>Trademark</u>	<u>United States Registration Number</u>	<u>Int'l Class of Goods</u>
PONY POCKETLITE	2,181,224	13
PYTHON	795,431	13
RAIL GUN	3,789,242	13
RAMPANT COLT DESIGN	1,060,720	14, 26
RAMPANT COLT DESIGN	3,377,544	13
RAMPANT COLT DESIGN	3,501,291	25
RAMPANT COLT DESIGN IN OVAL	821,006	13
RAMPANT COLT DESIGN ON GROUND	58,277	13
RAMPANT COLT SILHOUETTE DESIGN	738,097	13
SINGLE ACTION ARMY	2,777,550	13
SINGLE ACTION ARMY	3,092,123	28
STAGECOACH	834,947	13
THE FRONTIER	753,166	13
THE PEACEMAKER	753,165	13
VINCIT QUI PATITUR (ARMSMEAR CREST)	2892485	13, 37, 40

Colt Defense LLC Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
UNITED STATES	HBAR	74/072949	1648788	6/26/1990	6/25/1991	COLT DEFENSE LLC
UNITED STATES	AR-15A4	77/928418	3866762	2/4/2010	10/26/2010	COLT DEFENSE LLC
UNITED STATES	CGL	77/819169	3777563	9/3/2009	4/20/2010	COLT DEFENSE LLC
UNITED STATES	AR-15	72/253092	825581	8/25/1966	3/14/1967	COLT DEFENSE LLC
UNITED STATES	M5	77/023997	3883182	10/18/2006	11/30/2010	COLT DEFENSE LLC
UNITED STATES	MATCH TARGET	74/600587	2003594	11/18/1994	9/24/1996	COLT DEFENSE LLC

<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
UNITED STATES	COMMANDO	75/170559	2095131	9/23/1996	9/9/1997	COLT DEFENSE LLC
UNITED STATES	PATRIAN DEFENSE	85/881643		3/21/2013		COLT DEFENSE LLC
UNITED STATES	PATRIAN DEFENSE (Stylized) AND DESIGN	85/895404		4/4/2013		COLT DEFENSE LLC
UNITED STATES	LE901	85/183119	4147415		5/22/2012	COLT DEFENSE LLC
UNITED STATES	CM901	85/172621	4321413		4/16/2013	COLT DEFENSE LLC
UNITED STATES	50+ YEARS JUNGLE, SAND & SNOW (stylized) and DESIGN	85/887374				COLT DEFENSE LLC
UNITED STATES	50+ YEARS JUNGLE, SAND & SNOW (stylized) and DESIGN	85/887377				COLT DEFENSE LLC

Canadian Trademark Registrations/Applications

New Colt Holding Corporation

<u>Mark</u>	<u>Country</u>	<u>Registration No</u>	<u>Class</u>
COLT	CA	TMDA56264	6, 7, 9, 13
COLT	CA	TMA269,158	
HORSE DESIGN	CA	TMA449,706	
A RAMPANT COLT DESIGN	CA	TMDA055325	13
THE FRONTIER AND DESIGN	CA	TMA135,439	

Colt's Manufacturing Corp, LLC

Trademark	Country	App. No.	Current Owner	Associated marks
SWORD (stylized) & design (horizontal)	CA	1672103	Colt's Manufacturing Company LLC 545 New Park Avenue West Hartford, CT 06110 UNITED STATES	1672098
SWORD (stylized) & design (vertical)	CA	1672098	Colt's Manufacturing Company LLC 545 New Park Avenue West Hartford, CT 06110 UNITED STATES	1672103