

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468254

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barnes Bullets, LLC		03/28/2018	Limited Liability Company: DELAWARE
Remington Arms Company, LLC		03/28/2018	Limited Liability Company: DELAWARE
RA Brands, L.L.C.		03/28/2018	Limited Liability Company: DELAWARE
TMRI, Inc.		03/28/2018	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Ankura Trust Company, LLC, as Agent [DIP CA]
<b>Street Address:</b>	214 North Main Street
<b>City:</b>	Concord
<b>State/Country:</b>	NEW HAMPSHIRE
<b>Postal Code:</b>	03301
<b>Entity Type:</b>	Limited Liability Company: NEW HAMPSHIRE

## PROPERTY NUMBERS Total: 210

Property Type	Number	Word Mark
Registration Number:	3365126	STORM LAKE BARRELS
Registration Number:	4387530	BARNES
Registration Number:	4387531	BARNES
Registration Number:	4595248	BARNES
Registration Number:	4387532	BARNES
Registration Number:	4487211	BARNES
Registration Number:	4387533	BARNES
Registration Number:	4487212	BARNES
Registration Number:	4483650	BARNES
Registration Number:	4483651	BARNES
Registration Number:	4383686	BARNES
Registration Number:	4383685	BARNES
Registration Number:	4380017	BARNES
Registration Number:	3982049	BARNES TSX

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Property Type	Number	Word Mark
Registration Number:	3320532	EXPANDER
Registration Number:	4766198	RANGE AR
Registration Number:	4503058	TAC-XPD
Registration Number:	3753578	TSX
Registration Number:	3421758	VARMINT GRENADE
Registration Number:	3982498	VOR-TX
Registration Number:	1632289	X BULLET
Registration Number:	2113422	AMERICA'S GUNSMITH
Registration Number:	4192950	BASIC ISSUE OPTICS
Registration Number:	1521311	BUSHMASTER
Registration Number:	3614317	BUSHMASTER FIREARMS
Registration Number:	2009886	DAKOTA
Registration Number:	1624731	
Registration Number:	1773568	H&R 1871
Registration Number:	1774662	H&R 1871
Registration Number:	4035431	HANDI GRIP
Registration Number:	1749367	HARRINGTON & RICHARDSON
Registration Number:	4576467	LAREDO
Registration Number:	4576468	LARIAT
Registration Number:	55158	MARLIN
Registration Number:	1181042	MARLIN
Registration Number:	4032817	MASTER
Registration Number:	1866917	MICRO-GROOVE
Registration Number:	1517907	NEF NEW ENGLAND FIREARMS
Registration Number:	3713769	PANTHER
Registration Number:	1540397	PARDNER
Registration Number:	3069212	PARDNER PUMP
Registration Number:	3349403	PPC
Registration Number:	3893997	PRO-FIRE
Registration Number:	3873248	RAZR
Registration Number:	3580308	SPORTICAL
Registration Number:	1842873	TAMER
Registration Number:	3380627	TAPCO
Registration Number:	4018024	TIMBERSMITH
Registration Number:	1754497	TOPPER
Registration Number:	3195936	ULTIMATE MUZZLELOADER
Registration Number:	4576469	VETERAN
Registration Number:	3719888	INTRAFUSE

Property Type	Number	Word Mark
Registration Number:	4548428	1816
Registration Number:	4693025	2020
Registration Number:	4693072	2020
Registration Number:	3484206	AAC
Registration Number:	3954438	AAC
Registration Number:	1095914	ACCELERATOR
Registration Number:	4019998	ACR
Registration Number:	3946418	ADAPTIVE COMBAT RIFLE
Registration Number:	3491907	ADVANCED ARMAMENT CORP.
Registration Number:	4503536	ADVANCED ARMAMENT CORP. SILENCERS MADE I
Registration Number:	4548395	BIG SHOT
Registration Number:	4708640	BLACK BELT
Registration Number:	3746510	BLACKOUT
Registration Number:	5079077	BLASTOUT
Registration Number:	3954435	BRAKEOUT
Registration Number:	2041024	BRITEBORE
Registration Number:	2841836	BUCKHAMMER
Registration Number:	3055409	BULLET
Registration Number:	3198065	
Registration Number:	4361584	C15
Registration Number:	4476859	CARBON-15
Registration Number:	1648789	CBEE22
Registration Number:	4606403	CLAW
Registration Number:	3500765	COPPER SOLID
Registration Number:	1631525	COPPER-LOKT
Registration Number:	530361	CORE-LOKT
Registration Number:	2288199	DISINTEGRATOR
Registration Number:	4264730	DPMS
Registration Number:	4709394	DPMS GII
Registration Number:	4435059	DPMS PANTHER ARMS
Registration Number:	1487521	DUPLEX
Registration Number:	3309831	ELITE HUNTER
Registration Number:	2553080	ETRONX
Registration Number:	1629078	EXPRESS
Registration Number:	2031473	EXPRESS
Registration Number:	4507951	EXPRESS
Registration Number:	4611225	EXPRESS BIT
Registration Number:	346422	FIELDMASTER

Property Type	Number	Word Mark
Registration Number:	2843452	FIELDMASTER
Registration Number:	4548427	FIRST IN THE FIELD
Registration Number:	4258888	FLIP THE SWITCH
Registration Number:	3456762	GOLDEN SABER
Registration Number:	2498142	GREAT EASTERN
Registration Number:	2132273	
Registration Number:	2673478	
Registration Number:	2220937	GUN CLUB
Registration Number:	5341554	HALCYON
Registration Number:	3614383	HI-SPEED
Registration Number:	4422859	HOG HAMMER
Registration Number:	4471615	HYPERSONIC
Registration Number:	3929560	HYPERSONIC STEEL
Registration Number:	3601911	HYPOSONE
Registration Number:	4905498	ILLUSION
Registration Number:	2121942	INJECT ALLOY
Registration Number:	223998	KLEANBORE
Registration Number:	2329006	LDA
Registration Number:	3365501	MANAGED-RECOIL
Registration Number:	2059534	MARINE MAGNUM
Registration Number:	4142044	MOISTUREGUARD
Registration Number:	4531854	MODEL 700
Registration Number:	4531855	MODEL 870
Registration Number:	4026621	MSR
Registration Number:	4729388	MZL
Registration Number:	4756634	NESIKA
Registration Number:	2041087	NITRO 27
Registration Number:	1086881	NITRO MAG
Registration Number:	3609442	NITRO MAG
Registration Number:	3397580	NITRO PHEASANT
Registration Number:	3397579	NITRO TURKEY
Registration Number:	3365502	NITRO-STEEL
Registration Number:	1882081	P
Registration Number:	4435058	PANTHER ARMS
Registration Number:	2716330	PARA
Registration Number:	2614687	PARKER
Registration Number:	324506	PETERS
Registration Number:	3020566	PETERS

Property Type	Number	Word Mark
Registration Number:	60728	PETERS
Registration Number:	3387463	POWER LEVEL
Registration Number:	799017	POWER PISTON
Registration Number:	1908366	PREMIER
Registration Number:	3248505	PROBORE
Registration Number:	2061907	R
Registration Number:	2211023	R
Registration Number:	4827872	R
Registration Number:	5042485	R-25 GII
Registration Number:	4614494	R51
Registration Number:	4023818	R700
Registration Number:	336055	RANGEMASTER
Registration Number:	1960454	REM
Registration Number:	4240074	REM
Registration Number:	4552751	REM ALL IN
Registration Number:	3080581	REM DRI
Registration Number:	745041	REMINGTON
Registration Number:	1027328	REMINGTON
Registration Number:	1092498	REMINGTON
Registration Number:	1843652	REMINGTON
Registration Number:	1908358	REMINGTON
Registration Number:	2019103	REMINGTON
Registration Number:	2091798	REMINGTON
Registration Number:	2282454	REMINGTON
Registration Number:	2377947	REMINGTON
Registration Number:	2872763	REMINGTON
Registration Number:	4614361	REMINGTON
Registration Number:	187871	REMINGTON
Registration Number:	2035984	REMINGTON
Registration Number:	2792880	REMINGTON
Registration Number:	2821830	REMINGTON
Registration Number:	2824186	REMINGTON
Registration Number:	2824188	REMINGTON
Registration Number:	2824189	REMINGTON
Registration Number:	2824191	REMINGTON
Registration Number:	2872762	REMINGTON
Registration Number:	4086621	REMINGTON
Registration Number:	4735668	REMINGTON HTP HIGH TERMINAL PERFORMANCE

Property Type	Number	Word Mark
Registration Number:	2312404	REM-LITE
Registration Number:	5214339	RP
Registration Number:	1032208	R-P
Registration Number:	1911270	SENDERO
Registration Number:	3693073	SHOOT LIKE A GIRL . . . IF YOU CAN !
Registration Number:	514027	SHUR SHOT
Registration Number:	3954432	SILENT ARMY
Registration Number:	1290918	SLUGGER
Registration Number:	336054	SPEEDMASTER
Registration Number:	279904	SPORTSMAN
Registration Number:	3365500	SPORTSMAN
Registration Number:	3998213	SPORTSMAN
Registration Number:	2047639	STS
Registration Number:	4364262	SUPER CELL
Registration Number:	3924798	SUPER MAG
Registration Number:	3687791	SUPER SLUG
Registration Number:	3684692	SUPER SLUG
Registration Number:	2843948	TAC 8
Registration Number:	3309829	TANGO
Registration Number:	1133079	THUNDERBOLT
Registration Number:	3954433	TI-RANT
Registration Number:	3644916	TRINYTE
Registration Number:	4783164	TYRANT
Registration Number:	49616	U.M.C.
Registration Number:	5256597	UML
Registration Number:	3188363	ULTRA BONDED
Registration Number:	3927230	ULTRA MAG
Registration Number:	1907281	UMC
Registration Number:	5301793	V3
Registration Number:	4029749	VERSA MAX
Registration Number:	3935038	VERSAMAX
Registration Number:	4007056	VERSAPORT
Registration Number:	1786679	VIPER
Registration Number:	3366946	WHITETAIL PRO
Registration Number:	3390008	WHITETAIL PRO
Registration Number:	541094	WINGMASTER
Registration Number:	3366872	WINGMASTER HD
Registration Number:	4602778	WOOD TECH

Property Type	Number	Word Mark
Registration Number:	3532502	WOODSMASTER
Registration Number:	3540721	X-MARK PRO
Registration Number:	1177128	YELLOW JACKET
Registration Number:	3309830	ZULU
Serial Number:	87014597	ECHELON
Serial Number:	86274401	RK9

**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.*

**Phone:** 800-494-5225  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** Joanna McCall  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** Cogency Global Inc.  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F176317 TM
<b>NAME OF SUBMITTER:</b>	Karen S. Cottrell
<b>SIGNATURE:</b>	/Karen S. Cottrell/
<b>DATE SIGNED:</b>	04/03/2018

**Total Attachments: 33**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Agreement”) is dated as of March 28, 2018, by and among **FGI OPERATING COMPANY, LLC**, a Delaware limited liability company and a debtor and debtor-in-possession (the “Borrower”), **FGI HOLDING COMPANY, LLC**, a debtor and debtor-in-possession (“Holdings”), each of the subsidiaries of the Borrower listed on **Schedule 1** hereto or that becomes a party hereto, each a debtor and debtor-in-possession (individually as a “Guarantor” and collectively as the “Guarantors”), and **ANKURA TRUST COMPANY, LLC**, a New Hampshire limited liability company, in its capacity as collateral agent and administrative agent (together with its successors in such capacity, “Agent”) under the Loan Agreement (as defined below) for the Secured Parties (as hereinafter defined).

**Recitals:**

Borrower and the Guarantors (each a “Company” and collectively, the “Companies”) are parties to a Superpriority Senior Debtor-in-Possession Term Loan Agreement, dated as of March 28, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among the Company, Holdings, the other Guarantors party thereto, the Lenders from time to time party thereto and Ankura Trust Company, LLC, as Agent.

Lenders are willing to make loans to the Borrower from time to time pursuant to the terms of the Loan Agreement, provided that the Companies execute and deliver this Agreement to Agent.

In consideration for, among other things, the execution and delivery of the Loan Agreement by the Agent and the Lenders, each of the Companies agrees to grant a first priority security interest to the Agent, for the benefit of the Lenders and the other Secured Parties (as defined in the Loan Agreement), in and to the Collateral described herein, in each case in order to ensure and secure the full and prompt payment and performance of the Obligations (as defined in the Loan Agreement) in the case of Borrower, and the Guaranteed Obligations (as defined in the Loan Agreement) in the case of Guarantors (together, the “Secured Obligations”), all on the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Companies hereby agrees with Agent as follows:

**1. Definitions.** Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement. As used herein, the term “Full Payment” shall mean full and final payment of the Secured Obligations and termination of the Commitments; and the term “UCC” shall mean the Uniform Commercial Code as in effect in the State of New York, and any successor statute, as in effect from time to time.

**2. Grant of Security Interest in Collateral.** To secure the prompt payment and performance of all of the Secured Obligations, each Company hereby grants, assigns and pledges

to Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the following property of such Company, whether now existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

(a) the entire right, title and interest of such Company in and to all patents, patent registrations, and patent applications, including, without limitation, the patents and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all re-issues, reexaminations, divisions, continuations, renewals, extensions and continuations in part thereof, (ii) the right to sue for past, present and future infringements thereof, (iii) all rights corresponding thereto throughout the world and (iv) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and all damages and payments for past or future infringements thereof and all other proceeds of the foregoing, (all of the foregoing patents, patent registrations and patent applications are hereinafter collectively referred to as the “Patents”, and together with the items described in clauses (i)-(iv), as the “Patent Collateral”);

(b) the entire right, title and interest of such Company in and to all trademarks, trademark applications, trademark registrations, service marks, service mark applications, service mark registrations, trade names, domain names, and domain name registrations, including, without limitation, the trademarks and applications listed on Exhibit B attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all extensions and renewals thereof, (ii) the right to sue for past, present and future infringements, misappropriations or dilutions thereof, (iii) the goodwill of such Company’s business connected with and symbolized by the foregoing, (iv) all rights corresponding thereto throughout the world and (v) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and all damages and payments for past or future infringements, misappropriations or dilutions thereof, and all other proceeds of the foregoing (all of the foregoing trademarks, service marks, trademark registrations, trademark applications, service mark applications, service mark registrations, trade names, domain names and domain name registrations are hereinafter collectively referred to as the “Trademarks”, and together with the items described in clauses (i)-(v), as the “Trademark Collateral”);

(c) the entire right, title and interest of such Company in and to all copyrights, copyright registrations and recordings thereof, and copyright applications, including, without limitation, the copyrights and applications listed on Exhibit C attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals and extensions thereof, (ii) the right to sue for past, present and future infringements or misappropriations thereof, (iii) all rights corresponding thereto throughout the world and (iv) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and all damages and payments for past or future infringements, or misappropriations thereof, and all other proceeds of the foregoing, (all of the foregoing copyrights, copyright registrations and copyright applications are hereinafter collectively

referred to as the “Copyrights”, and together with the items described in clauses (i)-(iv), as the “Copyright Collateral”); and

(d) any and all rights now owned or hereafter acquired by any Company (but not the obligations of such Company) under any written agreement granting any exclusive right to use any other Person’s patents, trademarks, service marks, domain names, or copyrights, or applications therefor, including, without limitation, the patents, trademarks and copyrights and applications therefor listed on Exhibit D attached hereto and made a part hereof, to the extent permitted thereunder, and all proceeds of the foregoing (all of the foregoing licenses and other agreements are hereinafter collectively referred to as the “Intellectual Property Licenses”).

**3. Representations and Warranties.** Each Company represents and warrants to Agent and the other Secured Parties that, to such Company’s knowledge:

(a) Each of the Patents, Trademarks and Copyrights of such Company is valid and enforceable, and has not been adjudged invalid or unenforceable, in whole or in part;

(b) Subject to the exceptions disclosed in the attached Exhibits and except for Permitted Liens and licenses permitted pursuant to paragraphs 6 and 7 below, such Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any Liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such Company not to sue third Persons; and

(c) No claim or litigation is pending or threatened against or affecting such Company contesting its right to sell or use any Intellectual Property Collateral that would reasonably be expected to have a Material Adverse Effect.

**4. Covenants Regarding Collateral.** Each Company covenants and agrees with Agent and the other Secured Parties with respect to its respective portion of the Intellectual Property Collateral that,

(a) Except for those Patents, Trademarks and Copyrights abandoned or disposed of by such Company in the ordinary course of business (provided such abandonment or disposition individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect and, to the extent any Event of Default then exists, Companies have obtained the written consent of Agent to such abandonment or disposition), such Company has used, and will continue to use for the duration of this Agreement, to the extent commercially reasonable and practicable, proper statutory notice in connection with its use of the material Patents, Trademarks and Copyrights and has made, and will continue to make, to the extent commercially reasonable and practicable, all appropriate filings with and payments to the United States Patent and Trademark Office or United States Copyright Office, or other appropriate U.S. state or federal agency as applicable, and any applicable foreign filing offices to maintain the material Patents, Trademarks and Copyrights in existence, and take such other actions as

may be necessary to maintain the registration thereof without loss of protection therefor, including, without limitation, the filing of all applications for renewal, affidavits of use, affidavits of noncontestability and opposition to all interference, reexamination and cancellation proceedings;

(b) Such Company will use commercially reasonable efforts to maintain the quality of the products associated with the Trademarks of such Company except for those Trademarks abandoned by such Company in the ordinary course of business (provided such abandonment individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect and, to the extent any Event of Default then exists, Companies have obtained the written consent of Agent to such abandonment), at a level reasonably consistent with the quality at the time of this Agreement; and

(c) Such Company shall use commercially reasonable efforts to preserve, protect and maintain all of its rights, powers, privileges, remedies and benefits under and with respect to each of the Intellectual Property Licenses.

**5. No Assumption of Intellectual Property Licenses.** Neither this Assignment nor any action taken by Agent or any other Secured Party pursuant to the terms hereof shall constitute an assumption by any such Secured Party of any obligations under any of the Intellectual Property Licenses, and the Companies shall continue to be liable for all obligations of the Companies thereunder.

**6. Access to Collateral; License To Use Collateral, Royalties and Term.**

(a) [Reserved.]

(b) Each Company hereby grants to Agent for the ratable benefit of the Secured Parties (i) an exclusive, assignable right and license, during the existence of an Event of Default under each of its Trademarks (ii) a non-exclusive, assignable right and license during the existence of an Event of Default under each of its Patents and Copyrights, (iii) an exclusive, assignable right and license, during the existence of an Event of Default under any Intellectual Property License held by such Company with respect to any trademark owned by any person or entity other than such Company to the extent permitted under such Intellectual Property License, in each case to use such Trademarks and the trademarks subject to such Intellectual Property Licenses, in order to complete work-in-process and to sell any Inventory or other Collateral utilizing or incorporating any such Trademarks and the trademarks subject to such Intellectual Property Licenses to the extent that such license is reasonably necessary to permit or to facilitate the collection, during the existence of an Event of Default, of any accounts of such Company or the disposition, during the existence of an Event of Default, of any Inventory or other Collateral, (iv) a non-exclusive, assignable right and license, during the existence of an Event of Default under any Intellectual Property License held by such Company with respect to any patents and copyrights owned by any person or entity other than such Company to the extent permitted under such Intellectual Property License, in each case to use such Patent and Copyright and the patents and copyrights subject to such Intellectual Property Licenses, in order to complete work-in-process and to sell any

Inventory or other Collateral utilizing or incorporating any such Patents and Copyrights and the patents and copyrights subject to such Intellectual Property Licenses to the extent that such license is reasonably necessary to permit or to facilitate the collection, during the existence of an Event of Default, of any accounts of such Company or the disposition, during the existence of an Event of Default, of any Inventory or other Collateral (the “Secured Party License”). The Secured Party License shall be without royalty or any other payments or fees by Agent or any of the other Secured Parties to any Company and the permitted use by Agent thereunder (i) shall be co-extensive with such Company’s rights under the Patents, Trademarks and Copyrights and the Intellectual Property Licenses, and (ii) shall be limited only by those restrictions to which Companies are subject under the Patents, Trademarks and Copyrights and the Intellectual Property Licenses. For the avoidance of doubt, once an Event of Default is no longer exists (whether by waiver, cure or any other means permitted under this Agreement, the Loan Agreement and Collateral Documents), the Agent agrees to release the Company from the exclusive or non-exclusive license assigned to such Agent during the existence of the Event of Default.

7. **Third-Party Licenses.** Until Full Payment of the Secured Obligations, no Company shall enter into any license agreement relating to any of the Intellectual Property Collateral with any Person except as permitted under the Loan Agreement or otherwise in the ordinary course of such Company’s business; provided, that, no Company shall become a party to any agreement with any Person that is inconsistent with the Company’s obligations under this Agreement or that would reasonably be expected to restrict or inhibit in any material respect Agent’s rights to sell or otherwise dispose of the Intellectual Property Collateral or any part thereof during the existence of an Event of Default.

8. **After-Acquired Collateral.** If, before Full Payment of the Secured Obligations, any Company shall obtain rights to any new patentable inventions, trademarks, service marks or copyrights, or shall become entitled to the benefit of (i) any patent application or patent or any reissue, reexamination, division, continuation, renewal, extension or continuation in part of any existing Patent or any improvement on any Patent, (ii) any trademark application or trademark or service mark or service mark application or any renewal of any existing Trademark, or (iii) any new copyrights or any modification of any existing Copyright, the provisions of paragraph 2 hereof shall automatically apply thereto, and such Company shall give to Agent notice thereof in writing within forty-five (45) days after the end of the calendar quarter in which any registration or application relating to such right or interest is filed or obtained.

9. **Amendments.** Each Company hereby irrevocably authorizes and empowers Agent to modify this Agreement from time to time by amending Exhibits A, B, C and D, as applicable, to include any future patents, trademarks and copyrights, and applications therefor, and licenses with respect thereto, in each case pursuant to paragraphs 2 and 8 hereof.

10. **Remedies.**

(a) At any time that an Event of Default exists, Agent shall have, in addition to all other rights and remedies given it by this Agreement, the Security Agreement, the Loan Agreement and the other Financing Agreements, all rights and remedies under

applicable law and all rights and remedies of a secured party under the UCC and all other rights and remedies under any other applicable law.

(b) Without limiting the generality of the foregoing remedies with respect to the Intellectual Property Collateral, prior to any sale or other disposition of any of the Intellectual Property Licenses or of any right, remedy or privilege of the Companies thereunder, Agent shall have the right, at any time that an Event of Default exists, and subject to the terms of the limitations of the applicable Intellectual Property License (and to the extent permitted thereby), to (i) use and enjoy the rights and benefits of the Intellectual Property Licenses; (ii) exercise any rights, powers and remedies of the Companies in connection with any of the Intellectual Property Licenses, including, but not limited to, any rights of the Companies to demand or otherwise require payment of any amount under, or performance of any provision of, any of the Intellectual Property Licenses and to modify, amend, terminate, replace, settle or compromise any right or claim under any of the Intellectual Property Licenses; (iii) prosecute any action or proceeding with respect to any of the Intellectual Property Licenses; (iv) use, and permit any purchaser of any of the Intellectual Property Licenses from Agent to use, without charge, the Companies' labels, general intangibles, advertising matter or any property of a similar nature, as it pertains to or is included in any of the Intellectual Property Licenses, in advertising, preparing for sale and selling any Inventory and in finishing the manufacture, processing, fabrication, packaging and delivery of any Inventory; and (v) collect, receive, appropriate, repossess and realize upon all or any part of the Inventory or the Intellectual Property Licenses, and Agent may forthwith sell, lease, assign, give options to purchase or sell or otherwise dispose of and deliver all or any part of the Inventory (or contract to do so), for cash, on credit or for future delivery without assumption of any credit risk. The rights, remedies, powers, benefits and privileges provided for herein shall be in addition to, and not in lieu of the rights, remedies, powers, benefits and privileges contained in the Loan Agreement, the Security Agreement or any of the other Financing Agreements and may be exercised concurrently with the exercise of any other right, remedy, power, benefit or privilege available to Agent under the Loan Agreement, the Security Agreement or any of the other Financing Agreements or applicable law. Agent shall apply any proceeds received to the payment of the Secured Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of the Secured Obligations shall be paid over to the Companies to the extent permitted by applicable law.

**11. Appointment of Agent as Attorney-in-Fact.** Each Company hereby makes, constitutes and appoints Agent, and any officer or agent of Agent as Agent may select, as such Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse the Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration or maintenance of or to use the Patents, Trademarks or Copyrights, or to grant or issue any exclusive or nonexclusive license under the Patents, Trademarks or Copyrights to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Collateral to any other Person. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable upon the

occurrence and during the continuation of an Event of Default until Full Payment of the Secured Obligations.

**12. Fees and Expenses of Agent.** Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Agent in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or United States Copyright Office, as applicable, or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens, or otherwise protecting, maintaining, or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Companies in accordance with the provisions of the Loan Agreement or, if paid by Agent in its sole discretion, shall be reimbursed by the Companies to Agent **on demand** by Agent and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at the per annum interest rate then applicable for Base Rate Loans in each case subject to the limitations set forth in Sections 9.7 and 12.5 of the Loan Agreement.

**13. Infringement, Misappropriation and Dilution; Prosecution of Pending Applications; Abandonment.** Except with respect to (i) those Patents, Trademarks and Copyrights abandoned or disposed of by such Company in the ordinary course of business (provided such abandonment or disposition individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect and, to the extent any Event of Default then exists, Companies have obtained the written consent of Agent to such abandonment or disposition), and (ii) those Intellectual Property Licenses that such Company is permitted to cancel, surrender or release under the terms of this Agreement and the Security Agreement:

(a) Each Company shall use commercially reasonable efforts to detect any infringement, misappropriation or dilution of the Patents, Trademarks and Copyrights, and of any of the Intellectual Property Licenses, and shall notify Agent in writing of material infringements, misappropriation or dilution detected. Subject to such Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default, upon Agent's request, each Company shall (i) prosecute diligently any application for a patent, trademark, service mark, or copyright pending as of the date of this Agreement or thereafter until Full Payment of the Secured Obligations, (ii) make an application on unpatented but patentable inventions, application on registrable but unregistered trademarks and copyrights, (iii) file and prosecute opposition and cancellation proceedings and lawsuits to protect or enforce any of the Patents, Trademarks or Copyrights and (iv) do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in such Patents, Trademarks and Copyrights, and the Intellectual Property Licenses, and applications therefor, unless in any such case no Event of Default then exists and the applicable Company has determined in good faith that such Patent, Trademark or Copyright, or Intellectual Property License, is not material to the conduct of its business.

(b) Any expenses incurred in connection with such applications or proceedings shall be borne jointly and severally by the Companies in accordance with the provisions of the Loan Agreement.

No Company shall abandon any right to file a patent, trademark, service mark, or copyright application, or any pending patent, trademark, service mark, or copyright application or patent, trademark, service mark or copyright without the prior written consent of Agent, unless no Event of Default then exists and the applicable Company has determined in good faith that the applicable patent, trademark or copyright is not material to the conduct of its business.

**14. Agent's Right To File Suit.** Notwithstanding anything to the contrary contained in paragraph 13 hereof, at any time that an Event of Default exists, Agent shall have the right (but shall in no way be obligated) to bring suit instead in its own name to enforce the Patents, Trademarks or Copyrights, and the Secured Party License hereunder, or to defend any suit or counterclaim in its own name to protect such Patents, Trademarks or Copyrights, and the Secured Party License hereunder, in either of which events each Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, or defense, and the Company shall promptly, **upon demand**, reimburse and indemnify Agent for all reasonable costs and expenses incurred in the exercise of Agent's rights under this paragraph 14. Agent shall apply any proceeds from such suit under this paragraph 14 to the payment of the Secured Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of the Secured Obligations shall be paid over to the Companies to the extent permitted by applicable law. This paragraph in no way affects such Company's right to join or bring suit in its own name to enforce Patents, Trademarks or Copyrights, and the Intellectual Property Licenses, or to join or defend any suit or counterclaim in its own name to protect such Patents, Trademarks or Copyrights, and the Intellectual Property Licenses.

**15. Agent's Actions on Behalf of Companies; Reimbursement.** If any Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists then, to the extent permitted by applicable law, Agent may discharge such obligations in the Company's name or in Agent's name, in Agent's sole discretion, but at Companies' expense, and Companies agree to jointly and severally reimburse Agent in full for all reasonable expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Patents, Trademarks or Copyrights, or Intellectual Property Licenses, or Agent's interest therein pursuant to this Agreement, in each case subject to the limitations set forth in Sections 9.7 and 12.5 of the Loan Agreement.

**16. No Waiver.** No course of dealing between any Company and Agent or any Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Secured Party, any right, power or privilege hereunder or under any of the other Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege.



17. **Remedies Cumulative.** All of Agent's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby or by any of the other Financing Agreements, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

18. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable, in whole or in part, in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. **Entire Agreement.** This Agreement, together with the other Financing Agreements, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 9 hereof.

20. **Successors and Assigns.** The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Agent and each other Secured Party and upon the successors and permitted assigns of each Company. No Company shall assign its rights or delegate its rights or assign its duties hereunder without the prior written consent of Agent.

21. **Waiver of Acceptance.** Each Company hereby waives notice of Agent's acceptance hereof.

22. **Governing Law.** This Agreement shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

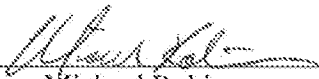
23. **Waiver of Jury Trial.** To the fullest extent permitted by applicable law, each Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Collateral.

*[Remainder of page intentionally left blank—signatures appear on following page]*

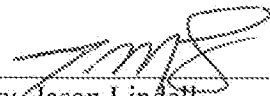
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GRANTORS

BARNES BULLETS, LLC

By:   
Name: Michael Robinson  
Title: Vice President

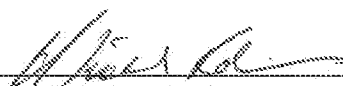
REMINGTON ARMS COMPANY, LLC

By:   
Name: Jason Lindell  
Title: Vice President Corporate Finance

RA BRANDS, L.L.C.

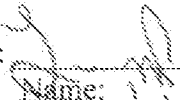
By:   
Name: Michael Robinson  
Title: Vice President

TMRI, INC.

By:   
Name: Michael Robinson  
Title: Vice President

AGENT:

ANKURA TRUST COMPANY, LLC,  
as Agent

By:   
Name: Lisa J Price  
Title: Managing Director

[Signature Page to IP Security Agreement]

**TRADEMARK**  
**REEL: 006312 FRAME: 0916**

EXHIBIT A<sup>1</sup>  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**PATENTS AND PATENT APPLICATIONS**

**I. PATENTS**

(1) FGI Operating Company, LLC

**UNITED STATES PATENTS:** None.

(2) Remington Arms Distribution Company, LLC

**UNITED STATES PATENTS:** None.

(3) TMRI, Inc.

**UNITED STATES PATENTS:** None.

(4) Barnes Bullets, LLC

**UNITED STATES PATENTS:** None.

(5) Remington Arms Company, LLC

**UNITED STATES PATENTS:**

<u>OWNER</u>	<u>PATENT NUMBER</u>	<u>DESCRIPTION</u>
Remington Arms Company, LLC	6,880,282	LOCKABLE FIREARM SAFETY DEVICE
Remington Arms Company, LLC	5,233,777	FIREARM SAFETY LOCK ASSEMBLY
Remington Arms Company, LLC	5,479,737	FIREARM BARREL ASSEMBLY
Remington Arms Company, LLC	5,487,232	DETONATOR ASSEMBLY
Remington Arms Company, LLC	5,606,825	COCKING MECHANISM FOR A MUZZLE LOADING

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<sup>1</sup> [NTD: Subject to diligence.]

Remington Arms Company, LLC	RE37,968	FIREARM DETONATOR ASSEMBLY
Remington Arms Company, LLC	5,761,841	FIREARM MAGAZINE FOR USE WITH RIFLE
Remington Arms Company, LLC	6,761,101	FIREARMS RECEIVER BLOCK AND METHOD OF USING SAME
Remington Arms Company, LLC	6,283,006	DOUBLE ACTION PISTOL
Remington Arms Company, LLC	6,732,467	FLIP UP GUN SIGHT
Remington Arms Company, LLC	6,945,154	FINNED CARBINE HANDGUARD ASSEMBLY
Remington Arms Company, LLC	D580,007	RIFLE RECEIVER TRIGGER GASKET
Remington Arms Company, LLC	D595,385	RIFLE RECEIVER TRIGGER GASKET
Remington Arms Company, LLC	7,810,271	MODULAR RIFLE SYSTEMS AND METHODS <sup>2</sup>
Remington Arms Company, LLC	5,339,743	AMMUNITION SYSTEM COMPRISING SLUG HOLDING SABOT AND SLUG TYPE SHOT SHELL EXTRACTOR ASSEMBLY FOR A SEMI-AUTOMATIC HANDGUN
Remington Arms Company, LLC	6,851,212	

(6) RA Brands, LLC

**UNITED STATES PATENTS:**

<u>OWNER</u>	<u>PATENT NUMBER</u>	<u>DESCRIPTION</u>
RA Brands LLC	6,256,918	FIRING PIN LOCKING ASSEMBLY FOR A SEMI- AUTOMATIC HANDGUN
RA Brands LLC	6,341,442	DOUBLE ACTION PISTOL
RA Brands LLC	6,381,892	DOUBLE ACTION PISTOL
RA Brands LLC	6,415,702	DOUBLE ACTION SEMI- AUTOMATIC HANDGUN

<sup>2</sup> Borrower will use commercially reasonable efforts to (i) confirm the release or (ii) take appropriate actions to effectuate the release, of any outstanding security interests granted on this patent to the extent such outstanding security interests predate January 1, 2009, within 30 days of the Closing Date or such longer date to which the Required Lenders may consent in their sole discretion.

RA Brands LLC	6,557,288	COMPACT GOVERNMENT MODEL HANDGUN
RA Brands LLC	D 562,931	HANDGUN GRIP
RA Brands LLC	7,530,191	SEMI-AUTOMATIC HANDGUN, MAGAZINE, AND FOLLOWER
RA Brands LLC	6,519,888	LOCKABLE FIREARM SAFETY
RA Brands LLC	6,141,896	LOCKABLE FIREARM SAFETY
RA Brands LLC	6,173,518	LOCKABLE FIREARM SAFETY
RA Brands LLC	6,804,906	LOCKABLE FIREARM SAFETY DEVICE
RA Brands LLC	6,694,659	LOCKABLE FIREARM SAFETY DEVICE
RA Brands LLC	6,293,040	INTERCHANGEABLE WEAPON RECEIVER FOR ALTERNATE AMMUNITION
RA Brands LLC	D584,786	SILENCER TUBE WITH REDUCED PROFILE
RA Brands LLC	D577,409	FLASH HIDER
RA Brands LLC	7,610,710	INTERRUPTED THREAD MOUNT PRIMARILY FOR ATTACHING A NOISE SUPPRESSOR OR OTHER AUXILIARY DEVICE TO A FIREARM
RA Brands LLC	D598,066	BLACK BOX PROFILE
RA Brands LLC	D582,502	TUBE FOR A RIFLE SILENCER
RA Brands LLC	D591,382	SILENCER TUBE PROFILE
RA Brands LLC	7,905,171	NOISE REDUCING BOOSTER INSERT
RA Brands LLC	7,588,122	ORIENTATION APPARATUS FOR ECCENTRIC FIREARM NOISE SUPPRESSOR AND ASSEMBLY METHOD
RA Brands LLC	7,905,170	FLASH SUPPRESSOR
RA Brands LLC	D584,787	NOISE SUPPRESSOR TUBE
RA Brands LLC	D577,410	BLACKOUT FLASH HIDER
RA Brands LLC	7,600,606	SILENCER TUBE WITH INTERNAL STEPPED PROFILE
RA Brands LLC	7,987,944	FIREARM SOUND SUPPRESSOR BAFFLE
RA Brands LLC	7,891,282	BOOSTER FOR HANDGUN

RA Brands LLC	D582,503	SILENCERS
RA Brands LLC	D585,518	SILENCER TUBE
RA Brands LLC	7,610,992	SILENCER TUBE
		METHOD OF ASSEMBLY
		FOR SOUND
		SUPPRESSORS
RA Brands LLC	7,926,404	GAS REGULATOR FLASH
		HIDER
RA Brands LLC	7,743,693	REDUNDANT LATCH
		SUPPRESSOR MOUNT
RA Brands LLC	7,789,009	OMNI INDEXING MOUNT
		PRIMARILY FOR
		ATTACHING A NOISE
		SUPPRESSOR OR OTHER
		AUXILIARY DEVICE TO A
		FIREARM
RA Brands LLC	7,661,349	MULTIFUNCTIONAL
		FIREARM MUZZLE
		ATTACHMENT SYSTEM
		PRIMARILY FOR
		ATTACHING A NOISE
		SUPPRESOR TO A
		FIREARM
RA Brands LLC	D610,221	FLASH HIDER
RA Brands LLC	7,587,969	ASYMMETRIC FIREARM
		SILENCER WITH COAXIAL
		ELEMENTS
RA Brands LLC	7,874,238	ASYMMETRIC FIREARM
		SILENCER WITH COAXIAL
		ELEMENTS
RA Brands LLC	8,096,222	ASYMMETRIC FIREARM
		SILENCER WITH COAXIAL
		ELEMENTS
RA Brands LLC	8,474,361	PROCESS TO PRODUCE A
		SILENCER TUBE WITH
		MINIMAL WALL
		THICKNESS
RA Brands LLC	9,057,574	THUMB SAFETY FOR
		MODEL 1911 HANDGUN

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>DESCRIPTION</u>
RA Brands LLC	15/165,589	GAS VENT FOR FIREARM
RA Brands LLC	15/799,440	ROTARY MAGAZINE WITH BOLT HOLD OPEN ASSEMBLY

RA Brands LLC	15/816,085	GAS OPERATING SYSTEM WITH EXHAUST SYSTEM
RA Brands LLC	15/785,820	SILENCER MOUNT SYSTEM FOR FIREARMS
RA Brands LLC	15/869,581	BARREL ASSEMBLY FOR FIREARMS
RA Brands LLC	62/527,498	TORQUE REGULATING BARREL ASSEMBLY
RA Brands LLC	62/490,209	SILENCER BAFFLE ASSEMBLY
RA Brands LLC	62/563,223	MOUNTING AND ATTACHMENT ASSEMBLY FOR FOREARM MUZZLE ACCESSORIES
RA Brands LLC	14/315,992	PRIMING MIXTURES FOR SMALL ARMS
RA Brands LLC	15/233,477	FIRE CONTROL FOR AUTO-LOADING SHOTGUN
RA Brands LLC	14/561,723	SILENCER WITH IMPROVED MOUNT
RA Brands LLC	14/944,757	MULTI-AXIS SWIVEL CONNECTOR
RA Brands LLC	15/002,080	SHOTGUN WITH MAGAZINE LOADING SYSTEM
RA Brands LLC	15/487,793	MAGAZINE WITH SPACERS FOR ACCOMMODATING MULTIPLE CALIBER AND/OR LENGTH ROUNDS

Other Patents:

<u>OWNER</u>	<u>PATENT NUMBER</u>	<u>DESCRIPTION</u>
RA Brands, LLC	6,131,515	ELECTRIC PRIMER
RA Brands, LLC	5,806,226	BOLT ASSEMBLY FOR ELECTRONIC FIREARM (RA-0281)



RA Brands, LLC	5,987,798	BOLT ASSEMBLY FOR ELECTRONIC FIREARM (RA-0281A)
RA Brands, LLC	5,357,866	JACKETED HOLLOW POINT BULLET AND METHOD OF MAKING SAME
RA Brands, LLC	6,668,700	ACTUATOR ASSEMBLY
RA Brands, LLC	6,651,542	ACTUATOR ASSEMBLY
RA Brands, LLC	7,131,366	ACTUATOR ASSEMBLY
RA Brands, LLC	5,755,056	ELECTRONIC FIREARM AND PROCESS FOR CONTROLLING AN ELECTRONIC FIREARM
RA Brands, LLC	RE38,794	ELECTRONIC FIREARM AND PROCESS FOR CONTROLLING AN ELECTRONIC FIREARM
RA Brands, LLC	6,785,996	FIREARM ORIENTATION AND DROP SENSOR SYSTEM
RA Brands, LLC	7,188,444	FIREARM ORIENTATION AND DROP SENSOR SYSTEM
RA Brands, LLC	6,478,903	NON-TOXIC PRIMER MIX
RA Brands, LLC	5,646,367	CONDUCTIVE PRIMER MIX (RA-0272)
RA Brands, LLC	5,799,433	ROUND SENSING MECHANISM
RA Brands, LLC	6,240,670	LOCKING MECHANISM FOR FIREARMS
RA Brands, LLC	6,256,917	LOCKABLE SAFETY FOR FIREARMS
RA Brands, LLC	6,052,935	SHOTGUN CHOKE TUBE
RA Brands, LLC	6,256,921	ONE-PIECE SYNTHETIC UNDERCARRIAGE
RA Brands, LLC	6,427,372	ONE-PIECE SYNTHETIC UNDERCARRIAGE
RA Brands, LLC	6,189,431	SMALL CALIBER GUN BARREL
RA Brands, LLC	5,811,723	SOLID COPPER HOLLOW POINT BULLET
RA Brands, LLC	5,373,775	FIREARM HAVING DISCONNECTOR AND DUAL SEARS
RA Brands, LLC	5,448,939	FIREARM WITH MULTIPLE SEARS
RA Brands, LLC	5,442,874	FIREARM MAGAZINE BOX ALIGNMENT
RA Brands, LLC	5,459,956	FIREARM EJECTOR SYSTEM

RA Brands, LLC	5,469,649	FIREARM TOP LEVER ADJUSTING SYSTEM
RA Brands, LLC	5,467,549	FIREARM AUTOMATIC SAFETY SYSTEM
RA Brands, LLC	5,551,180	FIREARM BOLT LOCK MECHANISM
RA Brands, LLC	5,664,355	DETACHABLE AMMUNITION MAGAZINE
RA Brands, LLC	5,718,074	TRIGGER ASSEMBLY
RA Brands, LLC	5,684,268	LEAD-FREE PRIMER MIX
RA Brands, LLC	5,606,817	MUZZLE-LOADING FIREARMS
RA Brands, LLC	5,718,073	MUZZLE LOADING RIFLE
RA Brands, LLC	5,907,919	BARREL AND RECEIVER ASSEMBLY
RA Brands, LLC	D400,095	MULTIPLE ROUND AMMUNITION CARTON WITH INDIVIDUAL ROUND DISPENSER AND CARRYING HANDLE
RA Brands, LLC	5,917,143	FRANGIBLE POWDERED IRON PROJECTILES
RA Brands, LLC	6,691,623	FRANGIBLE POWDERED IRON PROJECTILES
RA Brands, LLC	5,755,052	MAGAZINE FOR RIMMED AMMUNITION
RA Brands, LLC	6,073,560	SABOT
RA Brands, LLC	5,918,401	BOLT ASSEMBLY COMPRISING EJECTION PORT COVER
RA Brands, LLC	6,612,062	CARRIER LOCKING DEVICE
RA Brands, LLC	6,742,298	CARRIER LOCKING DEVICE
RA Brands, LLC	5,872,323	GAS OPERATED FIREARM PISTON/PISTON SEAL ASSEMBLY
RA Brands, LLC	6,305,115	GEL RECOIL PAD
RA Brands, LLC	7,201,104	LEAD ATTACHED SABOT SLUG
RA Brands, LLC	8,128,766	BISMUTH-OXIDE PRIMER MIXTURE
RA Brands, LLC	7,814,695	COMPOSITE RECEIVER FOR FIREARMS
RA Brands, LLC	7,219,461	BOLT ASSEMBLY WITH LOCKING SYSTEM
RA Brands, LLC	7,775,149	ACTION RATE CONTROL SYSTEM
RA Brands, LLC	7,181,880	ROLLER SEAR/HAMMER INTERFACE FOR FIREARMS

RA Brands, LLC	7,866,079	MODULAR BARREL ASSEMBLY
RA Brands, LLC	7,059,078	PROCESS FOR IMPRINTING A COMPOSITE VENTILATED RIB
RA Brands, LLC	7,334,364	PROCESS FOR IMPRINTING A COMPOSITE VENTILATED RIB
RA Brands, LLC	7,143,537	FIRING PIN ASSEMBLY
RA Brands, LLC	7,516,570	FIRING PIN ASSEMBLY
RA Brands, LLC	7,047,685	FIRE CONTROL ADJUSTMENT SYSTEM
RA Brands, LLC	7,162,823	FIREARM STOCK CONNECTOR
RA Brands, LLC	7,533,598	SHELL STRIPPER ASSEMBLY
RA Brands, LLC	8,112,930	FIREARM WITH ENHANCED CORROSION AND WEAR RESISTANCE PROPERTIES
RA Brands, LLC	8,065,949	GAS-OPERATED FIREARM
RA Brands, LLC	7,941,955	PIVOTING, NON-DETACHABLE MAGAZINE
RA Brands, LLC	7,946,214	GAS SYSTEM FOR FIREARMS
RA Brands, LLC	8,109,194	CLAMPED GAS BLOCK FOR BARREL
RA Brands, LLC	8,109,025	TRIGGER ENGAGEMENT LINK FOR FIREARM
RA Brands, LLC	D598,516	BARREL
RA Brands, LLC	8,061,260	GAS PLUG RETENTION AND REMOVAL DEVICE
RA Brands, LLC	6,272,993	ELECTRIC PRIMER (RA-0290A)
RA Brands, LLC	6,487,972	ELECTRIC PRIMER
RA Brands, LLC	6,892,647	LEAD FREE POWDERED METAL PROJECTILES
RA Brands, LLC	7,107,715	BOLT ASSEMBLY WITH LOCKING SYSTEM
RA Brands, LLC	8,597,455	BISMUTH-OXIDE PRIMER COMPOSITION
RA Brands, LLC	13/348,349	FIREARM WITH ENHANCED CORROSION AND WEAR RESISTANCE PROPERTIES
RA Brands, LLC	9,052,174	TIPPED PROJECTILES
Remington Arms Company LLC	8,522,465	MODULAR FIREARM SYSTEM

RA Brands, LLC	D661364	GAS BLOCK
RA Brands LLC	9,239,203	MODULAR FIREARM SYSTEM
RA Brands, LLC	8,539,708	BARREL MOUNTING AND RETENTION MECHANISM
RA Brands, LLC	8,418,393	MAGAZINE CAP RETENTION SYSTEM
RA Brands, LLC	8,752,484	THREE COMPONENT BULLET WITH CORE RETENTION FEATURE AND METHOD OF MANUFACTURING THE BULLET
RA Brands, LLC	D685873	RECOIL REDUCER
RA Brands, LLC	8,733,009	MAGAZINE CUTOFF
RA Brands, LLC	8,261,667	LEAD ATTACHED SABOT SLUG
RA Brands, LLC	8,784,583	PRIMING MIXTURES FOR SMALL ARMS
RA Brands, LLC	8,250,964	GAS SYSTEM FOR FIREARMS
RA Brands, LLC	8,220,393	WAD WITH IGNITION CHAMBER
RA Brands, LLC	8,726,557	HAND GUARD ATTACHMENT SYSTEM FOR FIREARMS
RA Brands, LLC	13/615,897	RECOIL REDUCER
RA Brands LLC	6,070,512	HANDGUN AND METHOD OF OPERATING HANDGUN
RA Brands LLC	6,385,887	MUZZLE LOADING FIREARM AND ADAPTOR
RA Brands LLC	7,322,143	SEMI-AUTOMATIC HANDGUN
RA Brands LLC	7,587,851	RECEIVER GASKET <sup>3</sup>
RA Brands LLC	8,011,128	APPARATUS AND METHOD OF USE FOR UNIFORM MUZZLE LOADING
Remington Arms Company LLC	8,429,844	MODULAR FIREARM STOCK SYSTEM
RA Brands LLC	8,272,306	ADJUSTABLE SILENCER BOOSTER WITH SPOKED PISTON
RA Brands LLC	8,387,299	ENGAGEMENT SHOULDER RECOIL BOOSTER FOR FIREARM SOUND
	8,424,441	SUPPRESSORS FIREARM SUPPRESSOR

<sup>3</sup> Borrower will use commercially reasonable efforts to (i) confirm the release or (ii) take appropriate actions to effectuate the release, of any outstanding security interests granted on this patent to the extent such outstanding security interests predate January 1, 2009, within 30 days of the Closing Date or such longer date to which the Required Lenders may consent in their sole discretion.

RA Brands LLC		BOOSTER SYSTEM
RA Brands LLC	8,443,712	GAS-OPERATED FIREARM
RA Brands LLC	8,579,075	BLACKOUT SILENCER
RA Brands LLC	8,597,445	BISMUTH OXIDE PRIMER COMPOSITION
RA Brands LLC	8,713,834	REINFORCEMENT CLIP FOR USE WITH A FIREARM MAGAZINE
RA Brands LLC	8,782,943	QUICK DETACH BARREL MOUNTING SYSTEM
RA Brands LLC	8,800,422	BOLT ASSEMBLY FOR FIREARMS
RA Brands LLC	8,800,449	WAD WITH IGNITION CHAMBER
RA Brands LLC	8,844,185	BUTTSTOCK ASSEMBLY
RA Brands LLC	8,850,735	UPPER RECEIVER AND HAND GUARD WITH CABLE ROUTING GUIDE
RA Brands LLC	8,887,426	ELASTOMERIC EXTRACTOR MEMBER
RA Brands LLC	8,887,616	AUTO REGULATING GAS SYSTEM FOR SUPRESSED WEAPONS
RA Brands LLC	8,931,137	BUSHING FOR A FIREARM GRIP SCREW
RA Brands LLC	8,950,313	SELF REGULATING GAS SYSTEM FOR SUPRESSED WEAPONS
RA Brands LLC	8,950,333	MULTI-COMPONENT BULLET WITH CORE RETENTION FEATURE AND METHOD OF MANUFACTURING THE BULLET
RA Brands LLC	9,057,572	FIREARM EXTRACTION SYSTEM
RA Brands LLC	9,097,475	GAS-OPERATED FIREARM WITH PRESSURE COMPENSATING GAS PISTON
RA Brands LLC	9,188,414	REDUCED FRICTION EXPANDING BULLET WITH IMPROVED CORE RETENTION FEATURE AND METHOD OF MANUFACTURING THE BULLET
RA Brands LLC	9,207,052	THREE COMPONENT BULLET WITH CORE RETENTION FEATURE AND METHOD OF MANUFACTURING THE BULLET
RA Brands LLC	9,212,856	GAS CUT-OFF SYSTEM FOR

RA Brands LLC	9,234,717	FIREARMS QUICK DETACH BARREL MOUNTING SYSTEM
RA Brands LLC	9,297,609	FIREARM WITH FORWARD GRIP ATTACHMENT SYSTEM
RA Brands LLC	9,328,981	SELF REGULATING GAS SYSTEM FOR SUPPRESSED WEAPONS
RA Brands LLC	9,347,719	REPLACEABLE FEED RAMP
RA Brands LLC	9,366,512	MULTI-COMPONENT BULLET WITH CORE RETENTION FEATURE AND METHOD OF MANUFACTURING THE BULLET
RA Brands LLC	9,383,149	GAS-OPERATED FIREARM WITH PRESSURE COMPENSATING GAS PISTON
RA Brands LLC	9,383,154	GAS VENT FOR FIREARM
RA Brands LLC	9,410,764	BUTTSTOCK ASSEMBLY
RA Brands LLC	9,417,019	FIRE CONTROL FOR AUTO- LOADING SHOTGUN
RA Brands LLC	9,464,865	HAND GUARD INSTALLATION MECHANISM
RA Brands LLC	9,500,423	METHOD AND MECHANISM FOR AUTOMATIC REGULATION OF GAS FLOW WHEN MOUNTING A SUPPRESSOR TO A FIREARM
RA Brands LLC	9,500,453	WAD WITH IGNITION CHAMBER
RA Brands LLC	9,506,710	MODULAR SILENCER SYSTEM
RA Brands LLC	9,506,731	MULTIPLE PROJECTILE FIXED CARTRIDGE
RA Brands LLC	9,534,876	PROJECTILE AND MOLD TO CAST PROJECTILE
RA Brands LLC	9,562,730	REPLACEABLE FEED RAMP
RA Brands LLC	9,658,019	SILENCER AND MOUNTING SYSTEM
RA Brands LLC	9,746,267	MODULAR SILENCER
RA Brands LLC	9,778,002	SHOT CUP WAD
RA Brands LLC	9,816,768	GAS-OPERATED FIREARM WITH PRESSURE COMPENSATING GAS PISTON
RA Brands LLC	D,702,792	FIREARM
RA Brands LLC	D,702,793	FIREARM
RA Brands LLC	D666883	ARMORERS TOOL
RA Brands LLC	D704294	BUTTSTOCK

RA Brands LLC	D715,885	PORTION OF A FIREARM HANDGUARD
RA Brands LLC	D716403	FIREARM STOCK
RA Brands LLC	D733,252	FIREARM BULLET AND PORTION OF FIREAM CARTRIDGE (BLACK BAND)
RA Brands LLC	D733,834	FIREARM BULLET
RA Brands LLC	D733,835	FIREARM BULLET
RA Brands LLC	D733,836	FIREARM BULLET
RA Brands LLC	D733,837	FIREARM BULLET
RA Brands LLC	D734,419	FIREARM BULLET
RA Brands LLC	D735,289	FIREARM BULLET
RA Brands LLC	D738,982	PORTION OF A FLASH SUPPRESSOR FOR A FIREARM
RA Brands LLC	D741,978	PORTION OF A FIREARM HANDGUARD
RA Brands LLC	D744058	TARGET
RA Brands LLC	D747773	PORTION OF A TARGET
RA Brands LLC	D750,727	PORTION OF A TARGET
RA Brands LLC	D750192	PORTION OF A FIREARM HANDGUARD
RA Brands LLC	D791,264	FIREARM BULLET AND PORTIONS OF FIREARM CARTRIDGE
RA Brands LLC	D791,265	FIREARM BULLET AND PORTION OF A FIREARM CARTRIDGE
RA Brands LLC	D791,266	FIREARM BULLET AND PORTIONS OF FIREARM CARTRIDGE
RA Brands LLC	D800,244	FIREARM BULLET
RA Brands LLC	D800,245	FIREARM BULLET
RA Brands LLC	D800,246	FIREARM BULLET
RA Brands LLC	D802,705	FIREARM BULLET

(7) FGI Finance Inc.

**UNITED STATES PATENTS:** None.

(8) FGI Holding Company, LLC

**UNITED STATES PATENTS:** None.

EXHIBIT B  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
TRADEMARKS AND TRADEMARK APPLICATIONS

**II. TRADEMARKS**

(1) FGI Operating Company, LLC

**UNITED STATES TRADEMARKS:** None.

(2) Remington Arms Distribution Company, LLC

**UNITED STATES TRADEMARKS:** None.

(3) TMRI, Inc.

**UNITED STATES TRADEMARKS:**

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
TMRI, Inc.	3,365,126	STORM LAKE BARRELS

(4) Barnes Bullets, LLC

**UNITED STATES TRADEMARKS:**

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Barnes Bullets, LLC	4,387,530	BARNES
Barnes Bullets, LLC	4,387,531	BARNES
Barnes Bullets, LLC	4,595,248	BARNES
Barnes Bullets, LLC	4,387,532	BARNES
Barnes Bullets, LLC	4,487,211	BARNES
Barnes Bullets, LLC	4,387,533	BARNES
Barnes Bullets, LLC	4,487,212	BARNES Logo
Barnes Bullets, LLC	4,483,650	BARNES Logo
Barnes Bullets, LLC	4,483,651	BARNES Logo
Barnes Bullets, LLC	4,383,686	BARNES Logo



Barnes Bullets, LLC	4,383,685	BARNES Logo
Barnes Bullets, LLC	4,380,017	BARNES Logo
Barnes Bullets, LLC	3,982,049	BARNES TSX
Barnes Bullets, LLC	3,320,532	EXPANDER
Barnes Bullets, LLC	4,766,198	RANGE AR
Barnes Bullets, LLC	4,503,058	TAC-XPD
Barnes Bullets, LLC	3,753,578	TSX
Barnes Bullets, LLC	3,421,758	VARMINT GRENADE
Barnes Bullets, LLC	3,982,498	VOR-TX
Barnes Bullets, LLC	1,632,289	X BULLET

(5) Remington Arms Company, LLC

**UNITED STATES TRADEMARKS:**

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Remington Arms Company, LLC	2,113,422	AMERICA'S GUNSMITH
Remington Arms Company, LLC	4,192,950	BASIC ISSUE OPTICS
Remington Arms Company, LLC	1,521,311	BUSHMASTER (Stylized and Design)
Remington Arms Company, LLC	3,614,317	BUSHMASTER FIREARMS (Stylized and Design)
Remington Arms Company, LLC	2,009,886	DAKOTA
Remington Arms Company, LLC	1,624,731	Design Only (Bull's Eye Design)
Remington Arms Company, LLC	1,773,568	H&R 1871
Remington Arms Company, LLC	1,774,662	H&R 1871 (Design)
Remington Arms Company, LLC	4,035,431	HANDI GRIP
Remington Arms Company, LLC	1,749,367	HARRINGTON & RICHARDSON
Remington Arms Company, LLC	4,576,467	LAREDO
Remington Arms Company, LLC	4,576,468	LARIAT
Remington Arms Company, LLC	55,158	MARLIN (Stylized)
Remington Arms Company, LLC	1,181,042	MARLIN (Stylized)
Remington Arms Company, LLC	4,032,817	MASTER
Remington Arms Company, LLC	1,866,917	MICRO-GROOVE
Remington Arms Company, LLC	1,517,907	NEF NEW ENGLAND FIREARMS & DESIGN <sup>4</sup>
Remington Arms Company, LLC	3,713,769	PANTHER
Remington Arms Company, LLC	1,540,397	PARDNER <sup>5</sup>

<sup>4</sup> Borrower will use commercially reasonable efforts to (i) confirm the release or (ii) take appropriate actions to effectuate the release, of any outstanding security interests granted on this trademark to the extent such outstanding security interests predate January 1, 2009, within 30 days of the Closing Date or such longer date to which the Required Lenders may consent in their sole discretion.

<sup>5</sup> Borrower will use commercially reasonable efforts to (i) confirm the release or (ii) take appropriate actions to effectuate the release, of any outstanding security interests granted on this trademark to the extent such outstanding.

Remington Arms Company, LLC	3,069,212	PARDNER PUMP
Remington Arms Company, LLC	3,349,403	PPC
Remington Arms Company, LLC	3,893,997	PRO-FIRE
Remington Arms Company, LLC	3,873,248	RAZR
Remington Arms Company, LLC	3,580,308	SPORTICAL
Remington Arms Company, LLC	1,842,873	TAMER
Remington Arms Company, LLC	3,380,627	TAPCO
Remington Arms Company, LLC	4,018,024	TIMBERSMITH
Remington Arms Company, LLC	1,754,497	TOPPER
Remington Arms Company, LLC	3,195,936	ULTIMATE
		MUZZLELOADER
Remington Arms Company, LLC	4,576,469	VETERAN
Remington Arms Company, LLC	3,719,888	INTRAFUSE

(6) RA Brands, LLC

**UNITED STATES TRADEMARKS:**

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
RA Brands, LLC	4,548,428	1816
RA Brands, LLC	4,693,025	2020
RA Brands, LLC	4,693,072	2020 & Design
RA Brands, LLC	3,484,206	AAC & Design
RA Brands, LLC	3,954,438	AAC (Stylized)
RA Brands, LLC	1,095,914	ACCELERATOR
RA Brands, LLC	4,019,998	ACR
RA Brands, LLC	3,946,418	ADAPTIVE COMBAT RIFLE
RA Brands, LLC	3,491,907	ADVANCED ARMAMENT CORP.
RA Brands, LLC	4,503,536	ADVANCED ARMAMENT CORP. SILENCERS MADE IN THE USA & Design
RA Brands, LLC	4,548,395	BIG SHOT
Ra Brands, LLC	4,708,640	BLACK BELT
RA Brands, LLC	3,746,510	BLACKOUT
RA Brands, LLC	5,079,077	BLASTOUT
RA Brands, LLC	3,954,435	BRAKEOUT
RA Brands, LLC	2,041,024	BRITEBORE (Stylized)
RA Brands, LLC	2,841,836	BUCKHAMMER
RA Brands, LLC	3,055,409	BULLET (Word)
RA Brands, LLC	3,198,065	BULLET DESIGN
RA Brands, LLC	4,361,584	C15

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security interests predate January 1, 2009, within 30 days of the Closing Date or such longer date to which the Required Lenders may consent in their sole discretion.

RA Brands, LLC	4,476,859	CARBON-15
RA Brands, LLC	1,648,789	CBEE22
RA Brands, LLC	4,606,403	CLAW
RA Brands, LLC	3,500,765	COPPER SOLID
RA Brands, LLC	1,631,525	COPPER-LOKT
RA Brands, LLC	530,361	CORE-LOKT
RA Brands, LLC	2,288,199	DISINTEGRATOR
RA Brands, LLC	4,264,730	DPMS
RA Brands, LLC	4,709,394	DPMS GII
RA Brands, LLC	4,435,059	DPMS PANTHER ARMS & Design
RA Brands, LLC	1,487,521	DUPLEX
RA Brands, LLC	87/014,597 (Serial #)	ECHELON
RA Brands, LLC	3,309,831	ELITE HUNTER
RA Brands, LLC	2,553,080	ETRONX
RA Brands, LLC	1,629,078	EXPRESS
RA Brands, LLC	2,031,473	EXPRESS
RA Brands, LLC	4,507,951	EXPRESS
RA Brands, LLC	4,611,225	EXPRESS BIT
RA Brands, LLC	346,422	FIELDMASTER
RA Brands, LLC	2,843,452	FIELDMASTER
RA Brands, LLC	4,548,427	FIRST IN THE FIELD
RA Brands, LLC	4,258,888	FLIP THE SWITCH
RA Brands, LLC	3,456,762	GOLDEN SABER
RA Brands, LLC	2,498,142	GREAT EASTERN
RA Brands, LLC	2,132,273	GREEN (Box)
RA Brands, LLC	2,673,478	GREEN (Bullet With Green Casing)
RA Brands, LLC	2,220,937	GUN CLUB
RA Brands, LLC	5,341,554	HALCYON
RA Brands, LLC	3,614,383	HI-SPEED
RA Brands, LLC	4,422,859	HOG HAMMER
RA Brands, LLC	4,471,615	HYPERSONIC
RA Brands, LLC	3,929,560	HYPERSONIC STEEL
RA Brands, LLC	3,601,911	HYPOSONE
RA Brands, LLC	4,905,498	ILLUSION
RA Brands, LLC	2,121,942	INJECT ALLOY
RA Brands, LLC	223,998	KLEANBORE
RA Brands, LLC	2,329,006	LDA
RA Brands, LLC	3,365,501	MANAGED-RECOIL
RA Brands, LLC	2,059,534	MARINE MAGNUM
RA Brands, LLC	4,142,044	MOISTUREGUARD
RA Brands, LLC	4,531,854	MODEL 700
RA Brands, LLC	4,531,855	MODEL 870
RA Brands, LLC	4,026,621	MSR
RA Brands, LLC	4,729,388	MZL
RA Brands, LLC	4,756,634	NESIKA
RA Brands, LLC	2,041,087	NITRO 27
RA Brands, LLC	1,086,881	NITRO MAG
RA Brands, LLC	3,609,442	NITRO MAG
RA Brands, LLC	3,397,580	NITRO PHEASANT

RA Brands, LLC	3,397,579	NITRO TURKEY
RA Brands, LLC	3,365,502	NITRO-STEEL
RA Brands, LLC	1,882,081	P & Design
RA Brands, LLC	4,435,058	PANTHER ARMS
RA Brands, LLC	2,716,330	PARA
RA Brands, LLC	2,614,687	PARKER
RA Brands, LLC	324,506	PETERS
RA Brands, LLC	3,020,566	PETERS
RA Brands, LLC	60,728	PETERS (Stylized)
RA Brands, LLC	3,387,463	POWER LEVEL
RA Brands, LLC	799,017	POWER PISTON (Stylized)
RA Brands, LLC	1,908,366	PREMIER
RA Brands, LLC	3,248,505	PROBORE
RA Brands, LLC	2,061,907	R (Stylized)
RA Brands, LLC	2,211,023	R (Stylized)
RA Brands, LLC	4,827,872	R (Stylized)
RA Brands, LLC	5,042,485	R-25 GII
RA Brands, LLC	4,614,494	R51
RA Brands, LLC	4,023,818	R700 & DESIGN
RA Brands, LLC	336,055	RANGEMASTER
RA Brands, LLC	1,960,454	REM
RA Brands, LLC	4,240,074	REM
RA Brands, LLC	4,552,751	REM ALL IN
RA Brands, LLC	3,080,581	REM DRI
RA Brands, LLC	745,041	REMINGTON
RA Brands, LLC	1,027,328	REMINGTON (Stylized)
RA Brands, LLC	1,092,498	REMINGTON
RA Brands, LLC	1,843,652	REMINGTON
RA Brands, LLC	1,908,358	REMINGTON
RA Brands, LLC	2,019,103	REMINGTON
RA Brands, LLC	2,091,798	REMINGTON
RA Brands, LLC	2,282,454	REMINGTON
RA Brands, LLC	2,377,947	REMINGTON
RA Brands, LLC	2,872,763	REMINGTON
RA Brands, LLC	4,614,361	REMINGTON
RA Brands, LLC	187,871	REMINGTON (Stylized and Underlined)
RA Brands, LLC	2,035,984	REMINGTON (Stylized)
RA Brands, LLC	2,792,880	REMINGTON (Stylized)
RA Brands, LLC	2,821,830	REMINGTON (Stylized)
RA Brands, LLC	2,824,186	REMINGTON (Stylized)
RA Brands, LLC	2,824,188	REMINGTON (Stylized)
RA Brands, LLC	2,824,189	REMINGTON (Stylized)
RA Brands, LLC	2,824,191	REMINGTON (Stylized)
RA Brands, LLC	2,872,762	REMINGTON (Stylized)
RA Brands, LLC	4,086,621	REMINGTON
RA Brands, LLC	4,735,668	REMINGTON HTP HIGH
		TERMINAL
		PERFORMANCE
RA Brands, LLC	2,312,404	REM-LITE
RA Brands, LLC	86/274,401 (serial no.)	RK9

RA Brands, LLC	5,214,339	RP
RA Brands, LLC	1,032,208	R-P (Stylized and Design)
RA Brands, LLC	1,911,270	SENDERO
RA Brands, LLC	3,693,073	SHOOT LIKE A GIRL . . . IF YOU CAN !
RA Brands, LLC	514,027	SHUR SHOT
RA Brands, LLC	3,954,432	SILENT ARMY
RA Brands, LLC	1,290,918	SLUGGER
RA Brands, LLC	336,054	SPEEDMASTER
RA Brands, LLC	279,904	SPORTSMAN <sup>6</sup>
RA Brands, LLC	3,365,500	SPORTSMAN
RA Brands, LLC	3,998,213	SPORTSMAN
RA Brands, LLC	2,047,639	STS
RA Brands, LLC	4,364,262	SUPER CELL
RA Brands, LLC	3,924,798	SUPER MAG
RA Brands, LLC	3,687,791	SUPER SLUG
RA Brands, LLC	3,684,692	SUPER SLUG (Stylized)
RA Brands, LLC	2,843,948	TAC 8
RA Brands, LLC	3,309,829	TANGO
RA Brands, LLC	1,133,079	THUNDERBOLT
RA Brands, LLC	3,954,433	Ti-RANT
RA Brands, LLC	3,644,916	TRINYTE
RA Brands, LLC	4,783,164	TYRANT
RA Brands, LLC	49,616	U.M.C.
RA Brands, LLC	5,256,597	UML
RA Brands, LLC	3,188,363	ULTRA BONDED
RA Brands, LLC	3,927,230	ULTRA MAG
RA Brands, LLC	1,907,281	UMC
RA Brands, LLC	5,301,793	V3
RA Brands, LLC	4,029,749	VERSA MAX
RA Brands, LLC	3,935,038	VERSAMAX
RA Brands, LLC	4,007,056	VERSAPORT
RA Brands, LLC	1,786,679	VIPER
RA Brands, LLC	3,366,946	WHITETAIL PRO
RA Brands, LLC	3,390,008	WHITETAIL PRO
RA Brands, LLC	541,094	WINGMASTER (Stylized)
RA Brands, LLC	3,366,872	WINGMASTER HD
RA Brands, LLC	4,602,778	WOOD TECH
RA Brands, LLC	3,532,502	WOODSMASTER
RA Brands, LLC	3,540,721	X-MARK PRO
RA Brands, LLC	1,177,128	YELLOW JACKET
RA Brands, LLC	3,309,830	ZULU

(7) FGI Finance Inc.

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<sup>6</sup> Borrower will use commercially reasonable efforts to (i) confirm the release or (ii) take appropriate actions to effectuate the release, of any outstanding security interests granted on this trademark to the extent such outstanding security interests predate January 1, 2009, within 30 days of the Closing Date or such longer date to which the Required Lenders may consent in their sole discretion.

**UNITED STATES TRADEMARKS:** None.

(8) FGI Holding Company, LLC

**UNITED STATES TRADEMARKS:** None.

EXHIBIT C  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**UNITED STATES COPYRIGHTS**

(1) FGI Operating Company, LLC: None

(2) Remington Arms Distribution Company, LLC: None

(3) TMRI, Inc.: None

(4) Barnes Bullets, LLC: None

(5) Remington Arms Company, LLC:

Reg. No.	Published	Registered	Description
VAu-1-987-838		March 27, 2012	TAPCO iPhone AR-15 Artword

(6) RA Brands, LLC

Reg. No.	Published	Registered	Description
TX-4-508-826	December 1, 1996	April 8, 1997	Remington Arms Company, Inc.: a Vision for American Industrial Enterprise"
TX-4-623-182	April 30, 1996	March 25, 1998	Remington Country
TX-5-502-022	April 1, 2001	April 10, 2001	www.remington.com
TX-5-549-172	July 1, 2001	July 13, 2001	www.remington.com: July 2000
TX-5-594-362	August 1, 2002	August 15, 2002	www.remington.com: 08/01/02
TX-5-629-853	September 18, 2001	November 2, 2001	Remington Arms Guide to Shooting and Hunting Safety
TX-5-629-854	October 1, 2001	October 31, 2001	www.remington.com
TX-5-852-739	May 20, 2002	August 1, 2002	The Remington Guide to Shotgun Basics.
VA-846-724	June 13, 1994	April 3, 1997	Fish logo
VA-1-167-453	Not before July 1, 2001	June 11, 2002	Remington Artwork (3 CD-ROMs)
VAU-114-907		August 11, 1987	Remington Marsh Grass

GP99,836	April 11, 1975	July 11, 1975	"PETERS BLUE BELT AWARD BELT BUCKLE"
H64,178	March 16, 1976	April 9, 1976	"CANADIAN GEESE IN FLIGHT"
K222,150	August 4, 1971	September 16, 1971	"KNOW YOUR DUCKS" POSTER
K226,376	July 28, 1972	September 26, 1972	"KNOW YOUR UPLAND GAME BIRDS" POSTER
K231,173	August 27, 1973	October 4, 1973	"KNOW YOUR BIG GAME OF NORTH AMERICA" POSTER
GP95,854	August 16, 1974	September 10, 1974	"REMINGTON'S BELT BUCKLE FOR 75 <sup>TH</sup> ANNIVERSARY OF GRAND AMERICAN HANDICAP"
GP99,826	February 24, 1975	July 10, 1975	"PETERS LONG RUN AWARD BELT BUCKLE"
GP99,827	February 24, 1975	July 10, 1975	"PETERS HIGH GUN TROPHY BELT BUCKLE"
GP99,828	June 25, 1975	July 10, 1975	"PETERS GOLDEN DUCK BELT BUCKLE"
AA186,575		August 3, 1979	"ILLUSTRATED SKEET FUNDAMENTALS"
A215,733			"THE MANUAL OF SPORTING AMMUNITION"
A249,243			"REMINGTON ARMS IN AMERICAN HISTORY"
A369,076	April 20, 1972	September 20, 1972	"OUTDOOR TIPS"
A461,872	April 20, 1973	June 8, 1973	"REMINGTON ARMS IN AMERICAN HISTORY"

(7) FGI Finance Inc.: None

(8) FGI Holding Company, LLC: None



EXHIBIT D  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**INTELLECTUAL PROPERTY LICENSES**

<b>COMPANY</b>	<b>APPLICABLE INTELLECTUAL PROPERTY</b>	<b>LICENSOR</b>	<b>SCOPE OF LICENSE</b>
Remington Arms Company, LLC	Patent	MagPul Industries Corp.	ACR Rifle
Remington Arms Company, LLC	Patent	MagPul Industries Corp.	M-LOK (royalty-free license)
Remington Arms Company, LLC	Patent	National Machinery	Exclusivity for 9mm case forming technology
Remington Arms Company, LLC	Patent	Norgon	Ambidextrous AR controls
Remington Arms Company, LLC	Patent	Advanced Technology Inc.	TAPCO Saiga Handguard
Remington Arms Company, LLC	Patent	Haas Outdoors, Inc.	Mossy Oak camo for guns
Remington Arms Company, LLC	Patent	Jordan Outdoor Enterprises, Ltd.	RealTree camo for guns
Remington Arms Company, LLC	Patent	Hogue	Long Gun Stock
Remington Arms Company, LLC	Limited Trademark License	Ducks Unlimited	Part of preferred vendor and sponsorship deal
Remington Arms Company, LLC	Patent	Robert Silvers	AAC flash hidens and other parts
Remington Arms Company, LLC	Patent	Jerry Miculek	Rifle compensators