

05-25-2000

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ached original documents or copy thereof.

1. Name of conveying party(ies): **The Chase Manhattan Bank
(f/k/a Chemical Bank)**

- Individual(s)
- General Partnership
- Corporation-State
- Other New York banking corporation
- Association
- Limited Partnership

5-12-00

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Remington Arms Company, Inc.
 Internal Address: _____
 Street Address: 870 Remington Drive, P.O. Box 700
 City: Madison State: NC ZIP: 27025

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Termination and Release of Security Interest in Trademarks
- Merger
- Change of Name

Execution Date: April 27, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **See Attached Continuation**

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kristopher E. Ahrend, Esq.
 Internal Address: Simpson Thacher & Bartlett

 Street Address: 425 Lexington Avenue

 City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 46

7. Total fee (37 CFR 3.41): \$1,165.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kristopher E. Ahrend, Esq.
Name of Person Signing

[Signature]
Signature

5/12/00
Date

Total number of pages comprising cover sheet: 9

05/24/2000 05:00
 01 FC:461
 02 FC:482
 00000109 105814
 40.00 OP
 1125.00 OP

CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET**4. Application number(s) or registration number(s):**

<i>Name of Trademark</i>	<i>Registration No.</i>
ACCELERATOR	1,095,914
BLUE ROCK	292,568
BRUSHMASTER	735,158
CBEE22	1,648,789
COPPER-LOKT	1,631,525
CORE-LOKT	530,361
DUPLEX	1,487,521
EXPRESS	1,629,078
FIELDMASTER	346,422
FIRE BALL	797,013
INJECTALLOY	1,399,828
JET	736,647
KLEANBORE	223,998
MARINE MAGNUM	2,059,534
NITRO MAG	1,086,881
PEERLESS	1,870,477
PETERS	60,728
PETERS	324,506
POWER PISTON	799,017
POWER-LOKT	818,517
R-P	1,032,208
RANGEMASTER	336,055
REMINGTON	1,027,328
REMINGTON	1,064,823

<i>Name of Trademark</i>	<i>Registration No.</i>
REMINGTON	1,092,498
REMINGTON	187,871
REMINGTON	330,832
REMINGTON	60,248
REMINGTON	745,041
REMINGTON	1,839,781
REMINGTON	1,843,652
SHUR SHOT	514,027
SLUGGER	1,290,918
SPEEDMASTER	336,054
SPORTSMAN	279,904
STREN	678,371
TARGETMASTER	364,490
THE REMINGTON'S SPORTSMEN'S LIBRARY	1,776,874
THUNDERBOLT	1,133,079
U	49,500
U.M.C.	49,616
VICTOR	601,805
VIPER	1,786,679
VIPER	1,810,015
WINGMASTER	541,094
YELLOW JACKET	1,177,128

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE dated as of April ____, 2000, from The Chase Manhattan Bank (f/k/a CHEMICAL BANK) as Administrative Agent, a New York banking corporation located at 270 Park Avenue, New York, New York 10017-3954 (the "Administrative Agent"), to Remington Arms Company, Inc. (f/k/a RACI Acquisition Corporation) (the "Grantor"), a Delaware corporation with its principal place of business located at 870 Remington Drive, P.O. Box 700, Madison, North Carolina 27025.

WITNESSETH:

WHEREAS, pursuant to that certain Borrower Patent and Trademark Security Agreement, dated as of November 30, 1993, made by the Grantor in favor of the Administrative Agent (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Administrative Agent in certain Trademark Collateral (as hereinafter defined); and

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent & Trademark Office on December 2, 1993, at Reel 1075, Frame 61; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby states as follows:

1. **Trademark Collateral:** The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature in:
 - (a) all United States license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether the Grantor is a licensor or a licensee under any such license agreement, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Borrower Security Agreement, dated as of November 30, 1993 made by Grantor in favor of the Administrative Agent,) now or hereafter covered by such licenses.
 - (b) all United States trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and

application identified in Schedule A attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (c) all rights corresponding thereto in the United States and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin.

2. Release of Security Interest: The Administrative Agent, hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void; and


3. Further Assurances: The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interests contemplated hereby.

* * *

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

THE CHASE MANHATTAN BANK,
as Administrative Agent

By: 
Name: William J. Caggiano
Title: Managing Director

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SS.:

On this 21st day of April, 2000, before me personally appeared

William J. Caggiano to me known who, being by me duly sworn, did depose and say that he is
Managing Director of The Chase Manhattan Bank, described herein and which executed the
foregoing instrument, and that he signed his name thereto pursuant to the authority granted by The
Chase Manhattan Bank.

Monique E. LANAUX
Notary Public

(Affix Seal Below)

MONIQUE E. LANAUX
NOTARY PUBLIC, State of New York
No. 01LA6027145
Qualified in Nassau County
Commission Expires June 28, 2001

MONIQUE E. LANAUX
NOTARY PUBLIC, State of New York
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Commission Expires June 28, 2001