

05-25-2000

SHEET
LY



101367310

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

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

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

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

5-12-00

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

Execution Date: April 27, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **2,055,890 and 2,097,962**

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: 2

7. Total fee (37 CFR 3.41): \$65.00

- 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

K Ahrend
Signature

5/12/00
Date

Total number of pages comprising cover sheet: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002078 FRAME: 0561

OPR/HIM/ALC
MAY 12 2000
C

0000107 2055890
40.00 CP
25.00 CP
05/24/2000 ASC:MTT
01 FC:481
02 FC:482

**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 Supplement, dated as of May 22, 1995 (the "Supplement") to the 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," and, together with the Supplement, the "Security Documents"), 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 Supplement was recorded in the Trademark Division of the United States Patent & Trademark Office on July 7, 1995; at Reel 1373, Frame 382; 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 Documents, 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

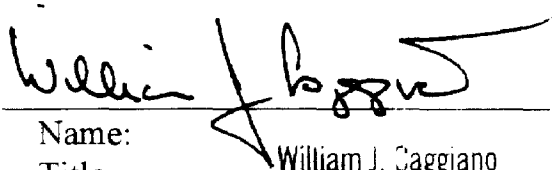
3. Further Assurances: The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interests contemplated hereby.

* * *

(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 27th 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

Schedule A**U.S. Trademarks**

<i>Name of Trademark</i>	<i>Registration No.</i>
REMINGTON	2,055,890
REMINGTON LEADLESS	2,097,962

SIMPSON THACHER & BARTLETT

425 LEXINGTON AVENUE
NEW YORK, N.Y. 10017-3954
(212) 455-2000

FACSIMILE (212) 455-2502

DIRECT DIAL NUMBER

(212) 455-7227

E-MAIL ADDRESS

k_ahrend@stblaw.com

EXPRESS MAIL

May 12, 2000

Re: Recordation of Termination and Release

Commissioner of Patents and Trademarks
U.S. Patent and Trademark Office
Office of Public Records
Crystal Gateway 4, Room 335
Washington, DC 20231

Dear Madam or Sir:

Enclosed for recording please find a Termination and Release of Security Interest in Trademarks in favor of Remington Arms Company, Inc., covering 2 U.S. trademark registrations.

A check for \$65 is enclosed to cover the filing fee. Please return confirmation of this filing to me at my firm's address as listed above.

Thank you for your consideration.

Respectfully submitted,


Kristopher E. Ahrend

cc: Rachel Jacobsen, Esq.

Enclosure

COLUMBUS

LOS ANGELES

PALO ALTO

LONDON

HONG KONG

TOKYO

SINGAPORE

RECORDED: 05/12/2000

TRADEMARK
REEL: 002078 FRAME: 0567