

MPD 8-22-00

09-18-2000

FORM PTO 1594
1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

101458193

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

1. Name of conveying party(ies): **Remington Arms Company, Inc.**

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

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

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

Name: RA BRANDS, L.L.C.

Internal Address: _____

Street Address: 870 Remington Drive

City: Madison State: NC ZIP: 27025

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: June 30, 2000

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

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

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

A. Trademark Application No.(s) **See Attached Continuation**

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: 105

7. Total fee (37 CFR 3.41): \$2,640.00

- 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

Kristopher E. Ahrend
Signature

8/24/00
Date

09/18/2000 MTHAI1 00000065 75717623

Total number of pages comprising cover sheet: 13

01 FC:481
02 FC:482

40.00 OP
2600.00 OP

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

TRADEMARK
REEL: 002141 FRAME: 0163

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

TITLE	REG. NO.	APP. NO.
CONQUEST		75/717,623
ETRONX		75/574,336
GREEN		75/216,649
IDEAL		75/717,622
PARKER		75/401,776
POINTER		75/718,087
POWER-LOKT		76/006,943
REMINGTON		75/634,707
REM-LINE		76/006,942
REMINGTON		75/839,396
REMINGTON		75/410,012
REMINGTON RACING		75/119,777
REMINGTON ULTRA		76/006,969
VORTEX		75/929,856
ACCELERATOR	1,095,914	
BLUE ROCK	292,568	
BRITEBORE	2,041,024	
BRUSHMASTER	735,158	
CBEE2	1,648,789	
COMPACT ALLOY	2,082,805	
COPPER-LOKT	1,631,525	
CORE-LOKT	530,361	
DISINTEGRATOR	2,288,199	
DUPLEX	1,487,521	
EXPRESS	1,629,078	

TITLE	REG. NO.	APP. NO.
EXPRESS	2,031,473	
FIELDMASTER	346,422	
FIRE BALL	797,013	
GREEN (DESIGN)	2,146,060	
GREEN (DESIGN)	2,132,273	
GUN CLUB	2,220,937	
INJECT ALLOY	2,121,942	
INJECTALLOY	1,399,828	
JET	736,647	
KLEANBORE	223,998	
LEAD-LOKT	2,144,859	
MAGNATHIN	2,043,702	
MARINE MAGNUM	2,059,534	
NITRO 27	2,041,087	
NITRO MAG	1,086,881	
PAL	792,515	
PEERLESS	1,870,477	
PETERS	324,506	
PETERS	60,728	
POWER PISTON	799,017	
POWER-LOKT	818,517	
PREMIER	1,908,366	
R	2,061,907	
R	2,211,023	
R-P	1,032,208	
RANGEMASTER	336,055	
RATTLESNAKE	2,296,845	

TITLE	REG. NO.	APP. NO.
REM	1,960,454	
REM-LITE	2,312,404	
REM-TECH	2,312,405	
REMCLOTH	2,189,980	
REMINGTON	2,109,608	
REMINGTON	2,053,378	
REMINGTON (WORD)	2,055,890	
REMINGTON (WORD)	1,839,781	
REMINGTON (WORD)	1,843,652	
REMINGTON (WORD)	1,908,358	
REMINGTON (SCRIPT)	1,027,328	
REMINGTON	1,064,823	
REMINGTON	1,092,498	
REMINGTON (SCRIPT)	187,871	
REMINGTON (WORD)	330,832	
REMINGTON (WORD)	60,248	
REMINGTON (WORD)	745,041	
REMINGTON (WORD)	2,029,536	
REMINGTON (SCRIPT/LOGO)	2,035,984	
REMINGTON (WORD)	2,091,798	
REMINGTON (SCRIPT)	1,969,835	
REMINGTON (WORD)	2,044,872	
REMINGTON (WORD)	2,019,103	
REMINGTON	2,282,454	
REMINGTON (STYLIZED)	2,337,041	
REMINGTON FIELDMASTER	2,104,163	
REMINGTON LAW	2,230,488	

TITLE	REG. NO.	APP. NO.
REMINGTON LEADLESS	2,097,962	
REMINGTON (SCRIPT/LOGO)	2,012,463	
REMINGTON SHOOTING	2,158,125	
REMINGTON SPORTMEN'S	1,776,874	
REMINGTON TARGETMASTER	2,109,794	
REMSULATION	2,181,544	
SENDERO	1,911,270	
SHUR SHOT	514,027	
SLUGGER	1,290,918	
SPEEDMASTER	336,054	
SPORTSMAN	279,904	
STREN	678,371	
STREN	2,042,660	
STREN FISH DESIGN	2,046,114	
STREN SENSOR	2,185,143	
STS	2,047,639	
TARGETMASTER	364,490	
THUNDERBOLT	1,133,079	
U	49,500	
UMC	49,616	
UMC	1,907,281	
VICTOR	601,805	
VIPER	1,786,679	
WINGMASTER	541,094	
WONDERLUBE	2,116,564	
YELLOW JACKET	1,177,128	

ASSIGNMENT OF U.S. TRADEMARKS

ASSIGNMENT OF TRADEMARKS (the "Assignment"), effective as of June 30, 2000, made by REMINGTON ARMS COMPANY, INC., a Delaware corporation having a principal place of business at 870 Remington Drive, Madison, North Carolina 27025 ("Assignor") to RA BRANDS, L.L.C. a Delaware limited liability company having a principal place of business at 870 Remington Drive, Madison, North Carolina 27025 ("Assignee").

WHEREAS, Assignor has adopted, used and is using the marks set forth on Schedule I hereto and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office, and other marks, and any and all common law rights therein, including but not limited to those set forth on Schedule I (the "Assigned Marks"); and

WHEREAS, Assignor and Assignee are parties to a Contribution and Subscription Agreement, dated as June 30, 2000 (the "Contribution Agreement"), providing for the transfer of the Assigned Marks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor does hereby transfer, convey, assign and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Marks, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of any mortgage, pledge, hypothecation, assignment, security deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever ("Lien"), other than Liens in favor of The Chase Manhattan Bank, N.A., as Administrative Agent for the benefit of the lenders under the Amended and Restated Credit Agreement, dated as of April 28, 2000, among Assignor, RACI Holding, Inc. and the banks and financial institutions party thereto; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Further Actions. Assignor hereby agrees that Assignor shall execute and deliver such assignments, endorsements and other instruments and evidences of transfer and give such further assurances and perform such further acts as the Assignee may reasonably request and as may be reasonably necessary in order to render effective

the consummation of the transactions contemplated hereby and under the Contribution Agreement.

3. Representations and Warranties. All representations and warranties from Assignor to Assignee in the Contribution Agreement with respect to the Assigned Marks and the other rights assigned above are incorporated herein by reference.

4. Miscellaneous. This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be
duly executed as of this 28 day of June, 2000.

REMINGTON ARMS COMPANY, INC.

By: _____

Name: Mark A. Link

Title: Exec VP, CFO and CAO

STATE OF NORTH CAROLINA)
) ss.:
COUNTY OF Guilford)

I, Ann A. Oakley (Name of officer taking acknowledgment), Notary (Title of officer taking acknowledgment) certify that Mark A. Little (Name of officer signing) personally came before me this day and acknowledged that he is Exec. VP, CFO and CAO (Title of officer signing) of Remington Arms Company, Inc., a corporation, and that he, as Exec. VP, CFO and CAO (Title of officer signing), being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this 28th day of June, 2000.

Ann A. Oakley

[Seal]

My commission expires 9/14/04

Trademark Registrations

<u>Trademark</u>	<u>Registration Date/(Filing Date)</u>		<u>Renewal</u>	<u>Current Registration No (Application No.)</u>
ACCELERATOR	7/11/78	(5/05/77)	7/11/08	1,095,914
BLUE ROCK	3/15/32	(11/21/31)	3/15/02	292,568
BRITEBORE	2/25/97	(9/29/94)	2/25/07	2,041,024
BRUSHMASTER	7/31/62	(5/05/61)	7/31/02	735,158
CBEE22	6/25/91	(7/10/90)	6/25/01	1,648,789
COMPACT ALLOY	7/29/97	(4/03/95)	7/29/07	2,082,805
CONQUEST		(5/28/99)		(75/717,623)
COPPER-LOKT	1/15/91	(3/29/90)	1/15/01	1,631,525
CORE-LOKT	9/5/50	(6/25/49)	9/05/00	530,361
DISINTEGRATOR	10/19/99	(11/05/97)	10/19/09	2,288,199
DUPLEX	5/10/88	(10/19/87)	5/10/08	1,487,521
ETRONX		(10/21/98)		(75/574,330)
EXPRESS	12/25/90	(3/29/90)	12/25/00	1,629,078
EXPRESS	1/21/97	(2/24/95)	1/21/07	2,031,473
FIELDMASTER	5/25/37	(1/12/37)	5/25/07	346,422
FIRE BALL	10/05/65	(12/30/64)	10/05/05	797,013
GREEN		(12/20/96)		(75/216,649)
GREEN (DESIGN)	3/24/98	(12/19/96)	3/24/08	2,146,060
GREEN (DESIGN)	1/27/98	(12/20/96)	1/27/08	2,132,273
GUN CLUB	1/26/99	(5/02/97)	1/26/09	2,220,937
IDEAL		(05/28/99)		(75/717,622)
INJECT ALLOY	12/16/97	(11/23/93)	12/16/07	2,121,942
INJECTALLOY	7/01/86	(3/07/85)	7/01/06	1,399,828
JET	8/28/62	(9/13/61)	8/28/02	736,647

Trademark	Registration Date/(Filing Date)		Renewal	Current Registration No (Application No.)
KLEANBORE	2/15/27	(10/19/26)	2/15/07	223,998
LEAD-LOKT	3/17/98	(10/31/94)	3/17/08	2,144,859
MAGNATHIN	3/11/97	(5/03/96)	3/11/07	2,043,702
MARINE MAGNUM	5/06/97	(12/11/91)	5/06/07	2,059,534
NITRO 27	2/25/97	(11/25/94)	2/25/07	2,041,087
NITRO MAG	3/07/78	(8/29/77)	3/07/08	1,086,881
PAL	7/13/65	(7/01/63)	11/04/05	792,515
PARKER		(12/08/97)		(75/401,776)
PEERLESS	12/27/94	(8/07/92)	12/27/04	1,870,477
PETERS	5/21/35	(2/16/35)	5/21/05	324,506
PETERS	2/19/07	(11/02/05)	2/19/07	60,728
POINTER		(05/28/99)		(75/718,087)
POWER PISTON	11/23/65	(12/24/64)	11/23/05	799,017
POWER-LOKT	11/15/66	(8/25/65)	11/15/06	818,517
POWER-LOKT		(03/22/00)		(76/006,943)
PREMIER	8/01/95	(6/29/94)	8/01/05	1,908,366
R	5/13/97	(1/01/95)	5/13/07	2,061,907
R	12/15/98	(11/10/97)	12/15/08	2,211,023
R-P	2/03/76	(11/11/74)	2/03/06	1,032,208
RANGEMASTER	6/23/36	(2/29/36)	6/23/06	336,055
RATTLESNAKE	11/30/99	(2/12/98)	11/30/09	2,296,845
REM	3/05/96	(5/11/96)	3/05/06	1,960,454
REM-LINE		(03/22/00)		(76/000,942)
REM-LITE	1/25/00	(1/07/98)	1/25/10	2,312,404
REM-TECH	1/25/00	(1/07/98)	1/25/10	2,312,405
REMCLOTH	9/15/98	(4/22/97)	9/15/08	2,189,980
REMINGTON		(02/03/99)		(75/634,707)
REMINGTON	10/28/97	(9/20/95)	10/28/07	2,109,608
REMINGTON		(11/04/99)		(75/839,396)

Trademark	Registration Date/(Filing Date)	Renewal	Current Registration No (Application No.)
REMINGTON	(12/23/97)		(75/410,012)
REMINGTON	4/15/97 (5/25/95)	4/15/07	2,053,378
REMINGTON (WORD)	4/22/97 (12/05/94)	4/22/07	2,055,890
REMINGTON (WORD)	6/14/94 (11/01/91)	6/14/04	1,839,781
REMINGTON (WORD)	7/05/94 (11/01/91)	7/05/04	1,843,652
REMINGTON (WORD)	8/01/95 (10/28/93)	8/01/05	1,908,358
REMINGTON (SCRIPT)	12/16/75 (11/07/74)	12/16/05	1,027,328
REMINGTON	5/03/77 (3/29/76)	5/03/07	1,064,823
REMINGTON	5/30/78 (9/20/76)	5/30/08	1,092,498
REMINGTON (SCRIPT)	8/12/24 (2/21/24)	8/12/04	187,871
REMINGTON (WORD)	12/17/35 (9/27/34)	12/17/05	330,832
REMINGTON (WORD)	1/29/07 (10/03/06)	1/29/07	60,248
REMINGTON (WORD)	2/12/63 (2/06/61)	2/12/03	745,041
REMINGTON (WORD)	1/14/97 (1/27/95)	1/14/07	2,029,536
REMINGTON (SCRIPT/ LOGO)	2/04/97 (9/29/94)	2/04/07	2,035,984
REMINGTON (WORD)	8/26/97 (5/19/95)	8/26/07	2,091,798
REMINGTON (SCRIPT)	4/23/96 (4/20/95)	4/23/06	1,969,835
REMINGTON (WORD)	3/11/97 (6/19/95)	3/11/07	2,044,872
REMINGTON (WORD)	11/26/96 (10/23/95)	11/26/06	2,019,103
REMINGTON	10/05/99 (4/28/97)	10/05/09	2,282,454
REMINGTON (STYLIZED)	04/04/00 (7/03/97)	04/04/10	2,337,041
REMINGTON FIELDMASTER	10/07/97 (3/07/96)	10/07/07	2104163
REMINGTON LAW ENFORCEMENT	3/09/99 (12/23/97)	3/09/09	2230488
REMINGTON LEADLESS	9/16/97 (10/06/94)	9/16/07	2,097,962
REMINGTON (SCRIPT/ LOGO)	10/29/96 (9/29/94)	10/29/06	2,012,463
REMINGTON SHOOTING SCHOOL	5/19/98 (7/01/96)	5/19/08	2,158,125

Trademark	Registration Date/(Filing Date)		Renewal	Current Registration No (Application No.)
REMINGTON SPORTSMEN'S LIBRARY	6/15/93	(9/11/92)	6/15/03	1,776,874
REMINGTON TARGETMASTER	10/28/97	(3/07/96)	10/28/07	2,109,794
REMINGTON ULTRA		(03/22/00)		(76/006,969)
REMSULATION	8/11/98	(4/22/97)	8/11/08	2181544
SENDERO	8/15/93	(6/29/94)	8/15/05	1,911,270
SHUR SHOT	8/23/49	(9/10/47)	9/26/09	514,027
SLUGGER	8/21/84	(7/19/82)	8/21/04	1,290,918
SPEEDMASTER	6/23/36	(2/29/36)	6/23/06	336,054
SPORTSMAN	2/03/31	(10/13/30)	2/03/01	279,904
STREN	5/12/59	(7/17/58)	5/12/09	678,371
STREN	3/11/97	(1/27/95)	3/11/07	2,042,660
STREN FISH DESIGN	3/18/97	(5/20/96)	3/18/07	2,046,114
STREN SENSOR	8/25/98	(6/09/97)	8/25/08	2185143
STS	3/25/97	(4/10/96)	3/25/07	2,047,639
TARGETMASTER	1/31/39	(9/29/38)	1/31/09	364,490
THUNDERBOLT	4/14/80	(1/24/78)	4/15/00	1,133,079
U	2/06/06	(7/26/05)	2/06/06	49,500
UMC	2/13/06	(7/26/05)	2/13/06	49,616
UMC	7/25/95	(6/29/94)	7/25/05	1,907,281
VICTOR	2/08/55	(4/27/54)	2/08/05	601,805
VIPER	8/10/93	(1/15/92)	8/10/03	1,786,679
VORTEX		(2/28/00)		(75/929,856)
WINGMASTER	4/17/51	(10/15/49)	4/17/01	541,094
WONDERLUBE	11/25/97	(1/13/95)	11/25/07	2,116,564
YELLOW JACKET	11/10/81	(5/07/79)	11/10/01	1,177,128
REMINGTON RACING		(6/17/96)		(75/119,777)

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

BY EXPRESS MAIL

August 21, 2000

Re: Recordation of Assignment

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

Dear Madam or Sir:

Enclosed for recording please find an Assignment in favor of RA Brands,
L.L.C., covering 105 U.S. trademarks and trademark registrations.

A check for \$2,640 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

Enclosure

COLUMBUS

LOS ANGELES

PALO ALTO

LONDON

HONG KONG

TOKYO

SINGAPORE

RECORDED: 08/22/2000

TRADEMARK
REEL: 002141 FRAME: 0176