

11-09-2000

Department of Commerce
Patent and Trademark Office
TRADEMARK



101511127

MRO 11-06-00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership
- Corporation Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other

Citizenship/State of Incorporation/Organization

11/08/2000 MTHAI1 00000333 76116607

FOR OFFICE USE ONLY

01 FC:481

40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002171 FRAME: 0485

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Donald W. Huntley

Name of Person Signing

Signature

November 2, 2000

Date Signed

ASSIGNMENT OF U.S. TRADEMARKS

ASSIGNMENT OF TRADEMARKS (the "Assignment"), effective as of October 5, 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 5th day of October, 2000.

REMINGTON ARMS COMPANY, INC.

By: 

Name: Mark A. Little
Title: Executive Vice President
Chief Financial Officer
Chief Administrative Officer

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

I, JANET A. Jones (Name of officer taking acknowledgment), Notary Public (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 Execu. Vice President (Title of officer signing) of Remington Arms Company, Inc., a corporation, and that he, as Execu. Vice President (Title of officer signing), being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this 5th day of October, 2000.

Janet A. Jones

[Seal]

My commission expires 8-28-01

Trademark Registrations

<u>Trademark</u>	<u>Registration Date/(Filing Date)</u>	<u>Renewal</u>	<u>Current Registration No (Application No.)</u>
GREAT EASTERN	August 28, 2000		76/116607