

RECORDATION FORM COVER  
TRADEMARKS ONLY



101741982

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

1. Name of conveying party(ies):

H & R 1871, Inc.  
60 Industrial Rowe  
Gardner, MA 01440

6-4-01

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation - State Massachusetts
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?

yes  no

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

H & R 1871, LLC  
60 Industrial Rowe  
Gardner, MA 01440

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation - State Connecticut
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:

yes  no

3. Nature of conveyance:

- Assignment  Change of Name
- Security Agreement  Merger
- Other \_\_\_\_\_

(Designations must be a separate document from Assignment)

Execution Date: May 29, 2001

Additional name(s) & address(es) attached:

yes  no

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

A. Trademark Application No.(s)

( E )

B. Trademark Registration No.(s)

3,988,848	1,777,802	* 2,401,860
2,113,422	1,540,397	
1,774,662	1,907,839	
1,773,568	1,842,873	
1,749,367	1,754,497	
1,517,907	1,896,918	

\* Note: Trigger Guardian now registered.

Additional numbers attached?  yes  no

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

Donald S. Holland, Esq.  
HOLLAND & BONZAGNI, P.C.  
Longmeadow Professional Park  
171 Dwight Road, Suite 302  
Longmeadow, MA 01106

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41): \$340  
 Authorized to be charged to deposit account.  
 Enclosed

8. Deposit Account Number: 08-2622

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.

Donald S. Holland, Esq. May 31, 2001  
Registration No. 29391  
HOLLAND & BONZAGNI, P.C.  
Longmeadow Professional Park  
171 Dwight Road, Suite 302  
Longmeadow, MA 01106-1700

Total number of pages including cover sheet, attachments and document: 5

ASSIGNMENT NUNC PRO TUNC FROM H & R 1871, INC.  
TO H & R 1871, LLC.

WHEREAS, H & R 1871, INC. (hereinafter "ASSIGNOR"), a corporation organized under the laws of Massachusetts, previously having a principal place of business at 60 Industrial Rowe, Gardner, MA 01440, was purchased on or about November 10, 2000 by H & R 1871, LLC. (hereinafter "ASSIGNEE"), a corporation organized of the laws of Connecticut, now having a principal place of business at 60 Industrial Rowe, Gardner, MA 01440;

WHEREAS ASSIGNOR owns various registered and unregistered trademarks and (hereinafter collectively referred to as the "Marks"), including those listed on Schedule A of the Asset Purchase Agreement between ASSIGNOR and ASSIGNEE and attached hereto as Exhibit A.

WHEREAS, ASSIGNEE, by way of the aforementioned purchase, has adopted and continuously used the Marks, since at least as early as November 10, 2000, and therefore is desirous of acquiring the Marks and any registrations thereof;

NOW THEREFORE, ASSIGNOR, for good and valuable consideration, receipt of which is hereby acknowledged, hereby assigns *nunc pro tunc*, effective November 10, 2000, to ASSIGNEE all of ASSIGNOR's rights, titles and interest in and to the Marks, together with all the goodwill and business associated therewith, including any registration thereof.

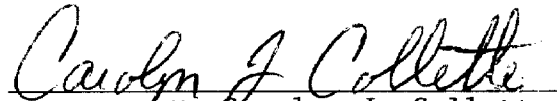
Signed, in triplicate, this 29 day of May 2001, at Gardner, MA.

H & R 1871, INC.

By: James O. Garrison  
JAMES O. GARRISON  
PRESIDENT

Commonwealth of Massachusetts) ss.  
Worcester County )

On this 29<sup>th</sup> day of May 2001, before me appeared James O. Garrison, to me personally known, who, having been sworn by me to tell the truth, acknowledged that he was the President of H & R 1871, Inc. on November 10, 2000; and he executed the foregoing Assignment *Nunc Pro Tunc* from H & R 1871, Inc. to H & R 1871, L.L.C.. as his free act and deed.

  
Notary Public Carolyn J. Collette

My commission expires: Nov. 24, 2006

[94021G89]

- In response to section §3M (i) of the asset purchase agreement;  
The only known encumbrances on the following listing of Intellectual Property are those held by Citizens bank. Either directly assigned or otherwise included in the blanket encumbrances of the loan agreements.
- In response to section §3M (ii) of the asset purchase agreement;

Trademark & Patent Listing :

Name	Date	Registration	Country
Safety Transfer Bar	November 2, 1976	3,988,848	Expired
America's Gunsmith®	November 18, 1997	2,113,422	
H&R Logo®	June 1, 1993	1,774,662	
H & R 1871®	May 25, 1993	1,773,568	
Harrington & Richardson®	January 26, 1993	1,749,367	
NEF Logo®	December 13, 1994	1,517,907	
New England Firearms®	June 23, 1993	1,777,802	
Pardner®	May 23, 1989	1,540,397	
Survivor®	July 25, 1995	1,907,839	
Tamer®	July 5, 1994	1,842,873	
Topper®	February 23, 1993	1,754,497	
Wesson & Harrington®	May 30, 1995	1,896,918	
Trigger Guardian™	January 5, 2000	Applied/Pending	
H&R Logo®	July 6, 1995	1.510.845	Argentina
Harrington & Richardson®	July 6, 1995	1.510.844	Argentina
Pardner®	November 3, 1989	361,998	Canada
Harrington & Richardson®	January 7, 1999	92,177	Guatemala
Harrington®	September 25, 1997	268,133	Uruguay
Harrington Richardson®	May 28, 1997	275.032	Uruguay

The following Internet domains have been reserved with Network Solutions :

- HR1871.com
- HarringtonRichardson.com
- WessonHarrington.com
- Americasgunsmith.com
- Triggerguardian.com



- In response to section §3M (ii) of the asset purchase agreement;

Active Use Licenses of our trademarks were granted to:

Choate Machine & Tool Co. for the use in the manufacture of stocks with name & logo.  
Harrington Richardson Outdoors of Shelton, Connecticut was granted a license to use the Harrington & Richardson name and Logo in a line of gun cleaning and lubrication products in exchange for a royalty payment. The product line did not sell well and the Seller believes the product is no longer marketed.

Active trademark use licenses granted by other third parties:

Friends of the NRA  
National Wild Turkey Federation  
Whitetails Unlimited

Active Use licenses granted as it pertains to product made directly for the third party:

Quail Unlimited  
I.H.E.A. (International Hunter Education Association)  
Pennsylvania Outdoor Writers Association

Past and inactive use licenses granted by a third party for use in product made directly for that third party:

Rocky Mountain Elk  
S.A.S.S. (Single Action Shooting Society)  
Pheasants Forever (individual chapters)

Past and inactive use licenses granted to us that are no longer utilized in production:

National Trapper Association  
Sidekick® - Micheal's of Oregon  
Mossy Oak® - Haas Outdoors Inc.  
Real Tree® - Spartan-Realtree Products, Inc.

- In response to section §3M (iii) of the asset purchase agreement;  
With respect to what is listed above, no known violations or conflict with the rights of others has arisen from the use of said property to the best knowledge of the Seller after reasonable inquiry.