



Tab settings =>>>

101938540

To the Honorable Commissioner of

attached original documents or copy thereof.

1. Name of conveying party(ies):

New Colt Holding Corp.  
767 Third Avenue  
New York, NY

11/2/02



- Individual(s)
- General Partnership
- Corporation-State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

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

Name: Fleet National bank

Internal Address: \_\_\_\_\_

Street Address: 777 Main Street

City: Hartford State: CT ZIP: 06115

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

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No

(Designations must be a separate document from Assignment)

Additional Name(s) & address(es) attached?  Yes  No

3. Nature of conveyances:

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

Execution Date: November 28, 2001

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

A. Trademark Application.(s)

SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE A

Additional numbers attached?  Yes  No

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

Name: \_\_\_\_\_

Internal Address: Reedfax  
Crystal Plaza One  
Suite 1207  
2001 Jefferson Davis Hwy.  
Arlington, Virginia 22202

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

6. Total number of applications and registrations involved: ..... 64

7. Total fee (37 CFR 3.41): ..... \$1,615.<sup>00</sup>

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

01/08/2002 DBYRNE 0000059 49430

01 FC:481 40.00 OP  
02 FC:482 1575.00 OP

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

Francella H. Ashby  
Name of Person Signing

Francella H. Ashby 12-20-2001  
Signature Date

Total number of pages including coversheet, attachments and document:

## Schedule A

Schedule A to a Trademark Collateral Assignment of Security dated November 28, 2001, by and between NEW COLT HOLDING CORP. and FLEET NATIONAL BANK.

<u>Trademark or Service Mark</u>	<u>Registrations-- United States Patent and Trademark Office Registration No.</u>	<u>Registration Date</u>
COLT (stylized letters)	49430	2/6/06
POCKET POSITIVE (stylized letters)	50125	3/6/06
POLICE-POSITIVE. (stylized letters)	50460	3/20/06
COLT's PT. F.A. MFG. CO. HARTFORD. CT. U.S.A. (words only)	50584	3/27/06
(NEW SERVICE) (words only)	50585	3/27/06
NONE (design only)	52903	5/22/06
COLT (words and design)	52904	5/22/06
NONE (design only)	58277	12/11/06
COLT'S PT.F.A. MFG. CO. HARTFORD. CT. US.A (words only)	58278	12/11/06
COLT. (stylized letters)	58249	12/11/06
COLT COLT'S PT.F.A. MFG. CO. HARTFORD. CT U.S.A. (words and design)	163464	1/16/23
COMMANDER (stylized letters)	406461	4/4/44
MUSTANG (words only)	416686	9/25/45

---

---

PONY (words only)	416687	9/25/45
COLT'S MFG CO. (words and design)	436574	2/10/48
COBRA (block letters)	651917	9/24/57
COLT BUNTLINE SPECIAL .45 (words only)	695146	3/29/60
COLT (words only)	727440	2/13/62
NONE (design only)	727441	2/13/62
DETECTIVE SPECIAL (words only)	727953	2/27/62
COLT (words only)	736237	8/21/62
NONE (design only)	738097	9/25/62
THE PEACEMAKER (words only)	753165	7/23/63
THE PEACEMAKER (words and design)	757133	9/24/63
THE FRONTIER (words only)	753166	7/23/63
THE FRONTIER (words and design)	755302	8/27/63
FRONTIER SCOUT (words only)	755785	9/3/63
PYTHON (words only)	795431	9/7/65
BANKERS SPECIAL (words only)	821005	12/27/66
NONE (design only)	821006	12/27/66

---

---

AR-15 (words only)	825581	3/14/67
COLT AR-15 (words only)	827453	4/18/67
COLT AR-15 (words and design)	830862	6/27/67
STAGECOACH (words only)	834947	9/12/67
COMBAT COMMANDER (words only)	926372	1/4/72
COLT (stylized letters)	1032950	2/10/76
NONE (design only)	1060720	3/8/77
COLT (words and design)	1064870	5/3/77
TROOPER (words only)	1181040	12/8/81
COLT (words only)	1304744	11/13/84
OFFICER's ACP (words only)	1375755	12/17/85
COMBAT ELITE (words only)	1434644	3/31/87
COLT (words only)	1438954	5/12/87
COLT (stylized letters)	1599500	6/5/90
HBAR (words only)	1648788	6/25/91
NONE (design only)	1686290	5/12/92
COLT (words only)	1687665	5/19/92

---

---

DELTA ELITE (words only)	1711551	9/1/92
COLT (stylized letters)	1933385	11/7/95
COLT (stylized letters)	1951637	1/23/96
DETECTIVE SPECIAL (words only)	1969730	4/23/96
COLT (stylized letters)	1971561	4/30/96
COLT (words and design)	1972633	5/7/96
KING COBRA (words only)	1980765	6/18/96
NATIONAL MATCH (words only)	1992727	8/13/96
MATCH TARGET (words only)	2003594	9/24/96
GOVERNMENT MODEL (words only)	2008161	10/15/96
COLT (words only)	2019074	11/26/96
COLT (stylized letters)	2032392	1/21/97
NONE (design only)	2040478	2/25/97
COMMANDO (words only)	2095131	9/9/97
COLT (stylized)	2128213	1/13/98
PONY POCKETLITE (words only)	2181224	8/11/98
DOME DESIGN	2200851	11/3/98

---

**NEW COLT HOLDING CORP.**  
**TRADEMARK COLLATERAL ASSIGNMENT OF SECURITY**

WHEREAS, New Colt Holding Corp., a corporation formed under the laws of Delaware, located at 767 Third Avenue, New York, New York ("Assignor"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Assignor is obligated to Fleet National Bank ("Bank") pursuant to (i) a certain Second Amended and Restated Security Agreement, dated the date hereof, between Bank and Assignor and (ii) a certain Second Amended and Restated Trademark Collateral Security Agreement, dated the date hereof, made by Assignor in favor of Bank (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Assignor is granting to Bank a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Bank a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Assignor expressly acknowledges and affirms that the rights and remedies of Bank with respect to the security interest granted hereby are more fully set forth in the Agreements.

Dated: November 28, 2001

Witness:

Joyce Rubino  
Joyce Rubino

NEW COLT HOLDING CORP.

By:

Frederick W. MacMillan  
Name: Frederick W. MacMillan  
Its: Chief Financial Officer

Witness:

\_\_\_\_\_

FLEET NATIONAL BANK

By:

G. Christopher Miller  
Name: G. Christopher Miller  
Its: Vice President

**NEW COLT HOLDING CORP.**  
**TRADEMARK COLLATERAL ASSIGNMENT OF SECURITY**

WHEREAS, New Colt Holding Corp., a corporation formed under the laws of Delaware, located at 767 Third Avenue, New York, New York ("Assignor"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Assignor is obligated to Fleet National Bank ("Bank") pursuant to (i) a certain Second Amended and Restated Security Agreement, dated the date hereof, between Bank and Assignor and (ii) a certain Second Amended and Restated Trademark Collateral Security Agreement, dated the date hereof, made by Assignor in favor of Bank (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Assignor is granting to Bank a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Bank a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Assignor expressly acknowledges and affirms that the rights and remedies of Bank with respect to the security interest granted hereby are more fully set forth in the Agreements.

Dated: November 28, 2001

Witness:

NEW COLT HOLDING CORP.

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Its:

Witness:

FLEET NATIONAL BANK

Mary Schwalbe

By: G. Christopher Miller

Name: G. Christopher Miller

Its: Vice President

STATE OF CONNECTICUT )

: ss.: WEST HARTFORD

COUNTY OF HARTFORD )

On this 19<sup>th</sup> day of NOVEMBER, 2001, before me personally came FREDERICK W. MACMILLAN, to me known, who, being by me duly sworn, did depose and say that s/he is the CHIEF FINANCIAL OFFICER of New Colt Holding Corp., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

Isabelle De Fossez  
Notary Public

**ISABELLE DEFOSSES**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES MAY 31, 2002

STATE OF NEW YORK )

: ss.:

COUNTY OF NEW YORK )

On this \_\_\_ day of \_\_\_\_\_, 2001, before me personally came G. Christopher Miller, to me known, who, being by me duly sworn, did depose and say that s/he is a Vice President of Fleet National Bank, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

\_\_\_\_\_  
Notary Public



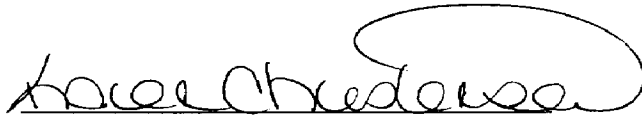
STATE OF \_\_\_\_\_ )  
: ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2001, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that s/he is the \_\_\_\_\_ of New Colt Holding Corp., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF CONNECTICUT )  
: ss.: *Hartford*  
COUNTY OF HARTFORD )

On this 17th day of December, 2001, before me personally came G. Christopher Miller, to me known, who, being by me duly sworn, did depose and say that s/he is a Vice President of Fleet National Bank, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

  
Notary Public

**KAREN CHRISTENSEN**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES JULY 31, 2004