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To the Honorable Commissioner of Patents and Trademarks

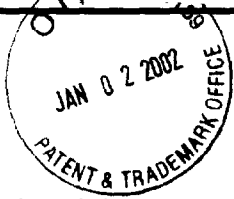
Attached original documents or copy thereof.

1. Name of conveying party(ies):  
Colt's Manufacturing Company, Inc.  
545 New Park Avenue  
West Hartford, CT

1/2/02

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

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

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: Headfax  
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: ..... 57

7. Total fee (37 CFR 3.41): ..... \$ 1440.<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 DBTRNE 00000000 1790900  
 01 FC:481 40.00 OP  
 02 FC:482 1400.00 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:  

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

Schedule A

Schedule A to a Trademark Collateral Assignment of Security dated November 28, 2001 by and between COLT'S MANUFACTURING COMPANY, INC. and FLEET NATIONAL BANK.

Trademark or <u>Service Mark</u>	Registrations --	
	<u>United States Patent and Trademark Office Serial No.</u>	<u>Registration Date</u>
M1991A1 (words only)	1790980	8/31/93
DIAMONDBACK (words only)	834948	9/12/67
ANACONDA (words only)	1696913	6/23/92
SPECIAL LADY (words only)	2050764	4/8/97
DS-II (words only)	2181358	8/11/98

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Colt has rights to the following Trademarks or Service Marks pursuant to a licensing agreement:

Trademark or <u>Service Mark</u>	Registrations --	
	<u>United States Patent and Trademark Office Serial 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

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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.	436574	2/10/46
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

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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
COLT (stylized letters)	1971561	4/30/96
COLT (stylized letters)	2032392	1/21/97

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**TRADEMARK COLLATERAL ASSIGNMENT OF SECURITY**

WHEREAS, Colt's Manufacturing Company, Inc., a corporation formed under the laws of Delaware, located at 545 New Park Avenue, West Hartford, Connecticut ("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 Revolving Credit 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: New York, New York  
November 28, 2001

Witness:

Joyce Rubino  
Joyce Rubino

COLT'S MANUFACTURING COMPANY, INC.

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

Witness:

\_\_\_\_\_

FLEET NATIONAL BANK

By: \_\_\_\_\_  
Name: G. Christopher Miller  
Its: Vice President

**TRADEMARK COLLATERAL ASSIGNMENT OF SECURITY**

WHEREAS, Colt's Manufacturing Company, Inc., a corporation formed under the laws of Delaware, located at 545 New Park Avenue, West Hartford, Connecticut ("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 Revolving Credit 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: New York, New York  
November 28, 2001

Witness:

\_\_\_\_\_

COLT'S MANUFACTURING COMPANY, INC.

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

Name:

Its:

Witness:

Mary Schmalz

FLEET NATIONAL BANK

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 CRIS MANUFACTURING COMPANY INC, 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

**ISABELLE DEFOSESSES**  
**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 \_\_\_\_\_, 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.

*G. Christopher Miller*  
\_\_\_\_\_  
Notary Public

*[Faint, illegible text]*

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the \_\_\_\_ day of October, 2001.

FLEET NATIONAL BANK

By: G. Christopher Miller

Name: G. Christopher Miller  
Title: Vice President

COMMONWEALTH OR STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

On this the \_\_\_\_ day of October, 2001, before me appeared \_\_\_\_\_, the person who signed this instrument, who acknowledged that (s)he is the \_\_\_\_\_ of Colt's Manufacturing Company, Inc. and that being duly authorized (s)he signed such instrument as a free act on behalf of Colt's Manufacturing Company, Inc.

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

My commission expires:

[Seal]

TRADEMARK