

03-13-2002

Form PTO-1594
(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS

RECEIVED



102013766

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Colt Manufacturing Company, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: November 28, 2001

2. Name and address of receiving party(ies)

Name: Connecticut Development Authority

Internal

Address: _____

Street Address: 999 West Street

City: Rocky Hill State: CT Zip: 06067

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State

Other Public instrumentality and political subdivision of the State of Connecticut

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1790980 1696913 2181358

834948 2050764

Additional number(s) attached Yes No

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

Name: Nancy Medina

Internal Address: _____

Street Address: Day, Berry & Howard

City: Place I, 185 Asylum Street

City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved: _____

5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach 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.

Nancy Medina

Name of Person Signing

Nancy Medina
Signature

2/12/02

Date

Total number of pages including cover sheet, attachments, and document: 6

03/12/2002 LNUELLER 00000096 1790980

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

01 FC:481
02 FC:482

40.00 OP
100.00 OP

TRADEMARK
REEL: 002459 FRAME: 0166

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

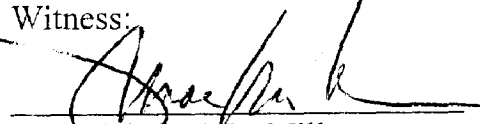
WHEREAS, Assignor is obligated to the Connecticut Development Authority (the "CDA") pursuant to a certain Amended and Restated Reimbursement and Security Agreement, dated the date hereof, between Assignor and the CDA (as the same may be amended, modified, restated or supplemented from time to time, the "Agreement"); and

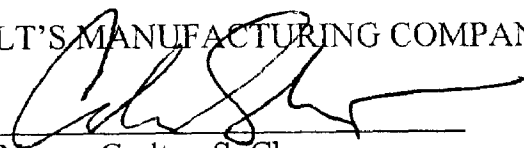
WHEREAS, pursuant to the Agreement, Assignor is granting to the CDA a security interest in the Marks, the registrations and applications therefor and rights to sue and recover for infringement of trademarks.

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 registrations and applications therefor and the goodwill related thereto and rights to sue and recover for infringement of trademarks, which security interest shall secure all Assignor's obligations to the CDA as defined in the Agreement and in accordance with the terms and provisions thereof.

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

Dated: _____,
November 28, 2001

Witness:

Frederiek W. MacMillan

COLT'S MANUFACTURING COMPANY, INC.
By: 
Name: Carlton S. Chen
Its: Vice President

Witness:

CONNECTICUT DEVELOPMENT AUTHORITY
By: _____
Name:
Its:

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 the Connecticut Development Authority (the "CDA") pursuant to a certain Amended and Restated Reimbursement and Security Agreement, dated the date hereof, between Assignor and the CDA (as the same may be amended, modified, restated or supplemented from time to time, the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor is granting to the CDA a security interest in the Marks, the registrations and applications therefor and rights to sue and recover for infringement of trademarks.

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 registrations and applications therefor and the goodwill related thereto and rights to sue and recover for infringement of trademarks, which security interest shall secure all Assignor's obligations to the CDA as defined in the Agreement and in accordance with the terms and provisions thereof.

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

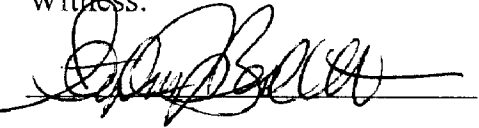
Dated: November, 28, 2001

Witness:


COLT'S MANUFACTURING COMPANY, INC.

By: _____
Name:
Its:

Witness:



CONNECTICUT DEVELOPMENT AUTHORITY

By: 
Name: Francis T. Gagliardo
Its: Senior Vice President
Public Finance

STATE OF CONNECTICUT)

: ss.: West Hartford

COUNTY OF HARTFORD)

On this 29th day of November, 2001, before me personally came Carlton S. Chen, to me known, who, being by me duly sworn, did depose and say that s/he is the Vice President of Colt's 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.



Joseph Dieso
Commissioner of the Superior Court

STATE OF _____)

: ss.:

COUNTY OF _____)

On this ____ day of _____, 200_, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he is a _____ of the Connecticut Development Authority, the entity 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.:

ROCKY HILL

COUNTY OF HARTFORD)

On this 30th day of November, 2001, before me personally came FRANCIS T. GALLAGHER to me known, who, being by me duly sworn, did depose and say that s/he is a SR. VICE PRESIDENT of the Connecticut Development Authority, 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

STEPHEN J. BENEDETTO
NOTARY PUBLIC
MY COMMISSION EXPIRES 11/30/2004