

61703



Tab settings =>>>

To the Honorable Commissioner of Patents and Trademarks
102476867

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):
COLT DEFENSE LLC
547 NEW PARK AVENUE
WEST HARTFORD, CONNECTICUT

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

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

2. Name and address of receiving party(ies):
Name: Fleet Capital Corporation (as successor in interest to Fleet National Bank)

Internal Address: _____
Street Address: 200 Glastonbury Boulevard
City: Glastonbury State: CT ZIP: 06033

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? NO

3. Nature of conveyances:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 11, 2003

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: Federal Research Corporation
Internal Address: _____

Street Address: 400 Seventh Avenue, N.W., Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): \$ 16500
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

06/19/2003 6TOM11 00000011 2095131
01 FC:0521 40.00 DP
02 FC:0522 125.00 DP

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 Francella H. Ashby June 16, 2003
Name of Person Signing Signature Date

Total number of pages including coversheet, attachments and document: 6

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 June 11, 2003, by and between Colt Defense LLC and Fleet Capital Corporation.

US Trademarks

| <u>Case No.</u> | <u>Trademark</u> | <u>Application No.</u> | <u>Registration No.</u> |
|-------------------|------------------|------------------------|-------------------------|
| 879-001409-US(T2) | COMMANDO | 170,559 | 2,095,131 |
| 879-001713-US(TM) | MATCH TARGET | 600,587 | 2,003,594 |
| 879-001484-US(TM) | HBAR | 74/072,949 | 1,648,788 |
| 879-001398-US(TM) | AR-15 | N/A | 825,581 |

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

US Trademarks

| <u>Case No.</u> | <u>Trademark</u> | <u>Owner</u> | <u>Application No.</u> | <u>Registration No.</u> |
|-------------------|-----------------------|--------------|------------------------|-------------------------|
| 879-001403-US(TM) | COLT AR-15 | NCH | N/A | 827,453 |
| 879-001405-US(TM) | COLT AR-15 AND DESIGN | NCH | N/A | 830,862 |

Foreign Trademarks

| <u>Case No.</u> | <u>Trademark</u> | <u>Registration Date</u> | <u>Application No.</u> | <u>Registration No.</u> |
|-------------------|------------------|--------------------------|------------------------|-------------------------|
| 879-001889-EU(TM) | COLT M203 | 9/3/99 | 241,299 | 241,299 |
| 879-001888-EU(TM) | COLT M4 | 9/3/99 | 241,240 | 241,240 |
| 879-001887-EU(TM) | COLT M16 | 7/5/68 | 241,273 | 241,273 |
| 879-001403-FR(TM) | COLT AR-15 | 9/3/99 | 47,398 | 1,506,634 |
| | M4 | | 76/335,060 | 76/335,060 |

TRADEMARK COLLATERAL ASSIGNMENT OF SECURITY

WHEREAS, Colt Defense LLC, a limited liability company formed under the laws of Delaware, located at 547 New Park Avenue, West Hartford, Connecticut ("Assignor"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for certain of which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A and certain other foreign marks shown in the attached Schedule A ; and

WHEREAS, Assignor is obligated to Fleet Capital Corporation (as successor in interest to Fleet National Bank) ("Lender") pursuant to (i) a certain Second Amended and Restated Revolving Credit Agreement, dated as of November 28, 2001, between Lender, Colt's Manufacturing Company LLC (f/k/a Colt's Manufacturing Company, Inc.), New Colt Holding Corp. and Assignor and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Assignor in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

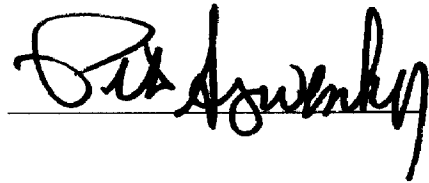
WHEREAS, pursuant to the Agreements, Assignor is granting to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Lender 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.

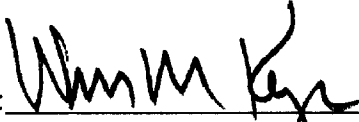
Assignor expressly acknowledges and affirms that the rights and remedies of Lender with respect to the security interest granted hereby are more fully set forth in the Agreements.

Dated: _____, _____
June 11, 2003

Witness:



COLT DEFENSE LLC

By: 
Name: William M. Keys
Its: President

Witness:

FLEET CAPITAL CORPORATION

By: _____
Name:
Its:

TRADEMARK COLLATERAL ASSIGNMENT OF SECURITY

WHEREAS, Colt Defense LLC, a limited liability company formed under the laws of Delaware, located at 547 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 Capital Corporation (as successor in interest to Fleet National Bank) ("Lender") pursuant to (i) a certain Second Amended and Restated Revolving Credit Agreement, dated as of November 28, 2001, between Lender, Colt's Manufacturing Company LLC (f/k/a Colt's Manufacturing Company, Inc.), New Colt Holding Corp. and Assignor and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Assignor in favor of Lender (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 Lender 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 Lender 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 Lender with respect to the security interest granted hereby are more fully set forth in the Agreements.

Dated: ~~April 11~~, 2003
June

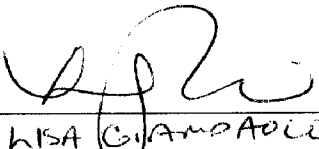
Witness:

COLT DEFENSE LLC

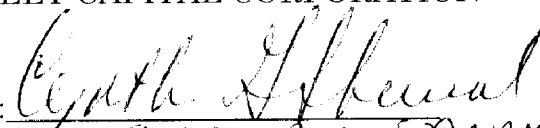
By: _____
Name:
Its:

Witness:

FLEET CAPITAL CORPORATION



LISA GIAMPARDO

By: 
Name: CYNTHIA G. STANNARD
Its: VICE PRESIDENT

STATE OF CONNECTICUT)

: ss.: West Hartford

COUNTY OF HARTFORD)

On this 24th day of April, 2003, before me personally came William M. Keys, to me known, who, being by me duly sworn, did depose and say that s/he is the President of COLT DEFENSE LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he was authorized to sign his/her name thereto on behalf of said limited liability company.

Isabelle DeFossez
Notary Public

ISABELLE DEFOSESSES
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2007

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On this ____ day of April, 2003, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he is a _____ of Fleet Capital Corporation, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign his name thereto on behalf of said company.

Notary Public


STATE OF _____)
: ss.:
COUNTY OF _____)

On this ____ day of April, 2003, before me personally came _____,
to me known, who, being by me duly sworn, did depose and say that s/he is the _____
of Colt Defense LLC, 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 limited liability
company.

Notary Public

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

On this 25th day of April, 2003, before me personally came Cynthia C. Starned
to me known, who, being by me duly sworn, did depose and say that s/he is a
VP of Fleet Capital Corporation, 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
USA A. C. STARNED
NOTARY PUBLIC
MY COMMISSION EXPIRES 12/31/06