Form PTO-1594 RECORDATION FORM (Rev. 03/01) OMB No. 0651-0027 (exp. TRADEMARK	
5/31/2002) Tab settings ⇔ ⇔ ♥ ▼	V V V
To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.
1. Name of conveying party(ies): Colt Defense LLC	2. Name and address of receiving party(ies) Name: Highbridge/Zwirn Special Opportunities Fund, L.P Internal Address:
☐ Individual(s) ☐ Association ☐ Corporation-Delaware ☐ Other ☐ Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No	Street Address: 9 West 57th Street, 27th Floor City: New York State: NY Zip: 10019 Individual(s) citizenship Association General Partnership
3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: July 2, 2003	Limited Partnership — Delaware Limited Partnership Corporation-State Other If assignee is not corniciled 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) 78/328,226 Additional number(s) attractions Additional number(s) attractions Additional number(s) attractions Additional number(s)	B. Trademark Registration No.(s) 2,095,131; 2,003,594; 1,648,788; 825,581; 2,734,001 ached Yes No
 Name and address of party to whom correspondence concerning document should be mailed: 	6. Total number of applications and registrations involved:
Name: Santo Manna, Esq. Internal Address: Schulte Roth & Zabel LLP	7. Total fee (37 CFR 3.41)
Street Address: 919 Third Avenue	8. Deposit account number: 500575 - Schulte Both & Zabel LLP
City: New York State: N.Y. Zip: 10022	(Attach duplicate copy of this page if paying by deposit account)
9. Statement and signature. To the best of my knowledge and belief, the foregoing informative original document. Santo Manna, Esq.	THIS SPACE Ition is thue and correct and any attached copy is a true copy of December 29, 2003 Sture Date
Mail describents to be recorded with Computation of Patent & 7	required cover about information to: Tademarks, Hex Assignments D.C. 2021

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ASSIGNMENT FOR SECURITY

TRADEMARKS-

WHEREAS, Colt Defense LLC, a Delaware limited liability company (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks")

WHEREAS, the Assignor has entered into a Security Agreement, dated as of December 3, 2003 (the "Security Agreement"), in favor of Highbridge/Zwirn Special Opportunities Fund, L.P., as agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Lenders (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, seil, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of December 23, 2003.

COLT DEFENSE LLC

Name: William M. Key

Title: Proceeding

STATE OF <u>CONNECTICU</u> T			= 60
COUNTY OF HARTFORD	SS.:	WEST	HARTFORD

On this 17th day of Document, 2003 before me personally came

Lim. M. Keys, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Historia (CE) of COLT DEFENSE LLC, a Document LLC, and that s/he executed the foregoing instrument in the firm name of and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

> ISABELLE DEFOSSES NOTARY PUBLIC MY COMMISSION EXPIRES MAY 31, 2007

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY -- TRADEMARKS

Colt Defense has applied for the following US Trademarks or Service Marks:

US Trademarks

Application Date	<u>Trademark</u>	Serial No.	Registration No.
11/14/2003	M16	.78328226	Pending
12/01/2003	M8	Pending	Pending

Colt Defense owns the following US Trademarks or Service Marks that were transferred and assigned to it from New Colt Holding Corp. or Colt's Manufacturing Company:

US Trademarks

Registration Date	egistration Date Trademark		Registration No.	
09 /09/1997	COMMANDO	75 /170,559	2,095,131	
09/ 24/1996	MATCH TARGET	74/600,587	2,003,594	
06/25/1991	HBAR	74/072,949	1,648,788	
03/04/1967	AR-15	72/253,092	825,581	
07/08/2003	M4	76 /335,060	2,734,001	

Pursuant to a licensing agreement with Colt's Manufacturing Company. Colt Defense has exclusive rights to use for its defense business the following US and Foreign Trademarks or Service Marks (owned by New Colt Holding Corp.):

US Trademarks

Registration Date	<u>Trademark</u>	Application No.	Registration No.
04/18/1967	COLT AR-15	72/2 53,091	827,453
06 /27/1967	COLT AR-15 AND DESIGN	72/261,009	830,862

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Foreign Trademarks

Country or Convention	Trademark	Registration Date	Application No.	Registration No.
European Union	COLT M203	09/03/1999	241,299	241,299
European Union	COLT M4	09/03/1999	241,240	241,240
European Union	COLT M16	09/03/1999	241,273	241,273
France	COLT AR-IS	07/05/1968	47,398	1,506,634

Pursuant to the Sublicense Agreement by and between Colt's Manufacturing Company LLC (f/k/a Colt's Manufacturing Company, Inc.) and Colt Defense LLC dated November 4, 2003 (the "Sublicense Agreement"), Cost Defense has non-exclusive rights to use for its defense business the following US and Foreign Trademarks or Service Marks (also owned by New Colt Holding Corp.) (collectively, the "Designated Marks"):

> COLT COLT (Stylized "C") RAMPANT COLT (Design)

Pursuant to the License Agreement by and between Colt Defense and New Colt Holding Corp. dated December 19, 2003 (the "Defense License"), Colt Defense will obtain exclusive rights to the Designated Marks.

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RECORDED: 12/31/2003

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