



ASSIGNMENT FOR SECURITYTRADEMARKS

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 23, 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, sell, 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

By: 

Name: William M. Keys

Title: President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss.: WEST HARTFORD

On this 17<sup>th</sup> day of December, 2003 before me personally came Wm. 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 President/CEO of COLT DEFENSE LLC, a Delaware LLC, and that s/he executed the foregoing instrument in the firm name of COLT DEFENSE LLC, and that s/he had authority to sign the same, 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 De Fosses

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

<u>Application Date</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>
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

<u>Registration Date</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>
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

<u>Registration Date</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>
04/18/1967	COLT AR-15	72/253,091	827,453
06/27/1967	COLT AR-15 AND DESIGN	72/261,009	830,862

**Foreign Trademarks**

<b><u>Country or Convention</u></b>	<b><u>Trademark</u></b>	<b><u>Registration Date</u></b>	<b><u>Application No.</u></b>	<b><u>Registration No.</u></b>
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-15	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"), Colt 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.