1. Name of conveying party(ies): U.S. Repeating Arms Company Underselve Association Underselve Association Street Address: City: Morgan Underselve Association Underselve Address: Underselve Address Under	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office V V Med original documents or copy thereof. Tess of receiving party(ies) TONE Browning One Browning Place Description of the United States, a domestic nation is attached: The State of the United States, a domestic nation is attached: The State of the United States, a domestic nation is attached: The State of the United States, a domestic nation is attached: The State of the United States, a domestic nation is attached: The State of the United States, a domestic nation is attached: The State of the United States, a domestic nation is attached: The State of the United States, a domestic nation is attached: The State of the United States, a domestic nation is attached: The State of the United States, a domestic nation is attached: The State of the United States, a domestic nation is attached: The State of the United States, a domestic nation is attached: The State of the United States, a domestic nation is attached: The State of the United States, a domestic nation is attached: The State of the United States, a domestic nation is attached: The State of the United States, a domestic nation is attached: The State of the United States, a domestic nation is attached: The State of the United States, a domestic nation is attached: The State of the United States, a domestic nation is attached: The State of the United States of the United S
To the Honorable Commissioner of 102667670	ess of receiving party(ies) rowning One Browning Place State: UT Zip: 84050 citizenship Inership Inership State Miciled in the United States, a domestic nation is attached: Yes No be a separate document from assignment)
1. Name of conveying party(ies): U.S. Repeating Arms Company Individual(s) General Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No 3. Nature of conveyance: Assignment Security Agreement Other Execution Date: 16 June 2003 2. Name and addres Name: Name:Br Naddress: Limited Partnership City:Morgar Limited Partnership Address: City:Morgar Individual(s) General Partnership City:Morgar Limited Partnership City:Morgar Limited Partnership Corporation-Signation Street Address: City:Morgar City:Morgar Limited Partnership Corporation-Signation Street Address: Additional name(s) & Corporation-Signation Street Additional name(s) & Additional name(s	ess of receiving party(ies) rowning One Browning Place State: UT Zip: 84050 citizenship thership nership State miciled in the United States, a domestic nation is attached: Yes No be a separate document from assignment)
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U.S. Repeating Arms Company Internal Address: Individual(s) General Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No 3. Nature of conveyance: Assignment Security Agreement Other Other City:Morgar Association Association General Partnership Merger City:Morgar Limited Partnership City:Morgar Association General Partnership City:Morgar Association General Partnership City:Morgar Limited Partnership Corporation-Security Agreement Corporation-Security Agreement Corporation-Security Agreement Corporation-Security Agreement Additional name(s) & Additiona	One Browning Place State: UT Zip: 84050 citizenship tnership State miciled in the United States, a domestic nation is attached: Yes No be a separate document from assignment)
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Additional name(s) of conveying party(ies) attached? Association General Party Limited Party Assignment Security Agreement Change of Name Other Execution Date: 16 June 2003 Association Conveying party(ies) attached? Yes No Conveying Party Corporation Corporation If assignee is not dor representative design (Designations must be Additional name(s) &	Inership
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Execution Date: 16 June 2003 representative design (Designations must be Additional name(s) &	nation is attached: 💂 Yes 💂 No be a separate document from assignment)
Additional name(s) &	be a separate document from assignment) address(es) attached? Yes No
4 Application number(s) or registration number(s):	
A. Trademark Application No.(s) B. Trademark R	Registration No.(s)
Additional number(s) attached Yes S. Name and address of party to whom correspondence 6. Total number of	was .
	rolved:
Name: L. Grant Foster	
Internal Address: Holland & Hart LLP 7. Total fee (37 CF	FR 3.41)\$ <u>40.00</u>
□ Enclosed	
Authorized	d to be charged to deposit account
Street Address: 555 - 17th Street 8. Deposit account	t number:
Suite 3200	
City: Denver State: CO Zip: 80201 (Attach duplicate or	opy 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 concept of the original document. L. Grant Foster	rrect and any attached copy is a true
Name of Person Signing Signature	Date
Total number of pages including cover sheet, attachments, and doc	
MGETACHE 00000028 1276026 Maj documents to be recorded with required cover sheet information Commissioner of Patent & Trademarks, Box Assignm Washington, D.C. 20231	

ASSIGNMENT OF TRADEMARK RIGHTS

This is an Assignment of Trademark Rights. U.S. Repeating Arms Company, a corporation

existing under the laws of the State of Massachusetts, having a principal place of business at 275

Winchester Avenue, New Haven, Connecticut 06511 (referred to hereinafter as "USRAC"), is the

owner of all right, title, and interest in the trademarks listed on the attached Schedule A.

Browning, a corporation organized and existing under the laws of the State of Utah, and

having a place of business at One Browning Place, Morgan, Utah 84050 (referred to hereinafter as

"Browning"), is desirous of acquiring all right, title, and interest in the United States trademarks

listed on the attached Schedule A, as well as all corresponding foreign trademark rights, if any, held

by USRAC.

In consideration of payment of One Dollar (\$1.00) and other good and valuable

consideration, the receipt of which is acknowledged by the parties, USRAC hereby sells, assigns, and

transfers to Browning the entire right, title, and interest in the trademark registrations listed on the

attached Schedule A, as well as all common law rights associated with the marks and corresponding

foreign trademark rights, if any, held by USRAC and any other rights stemming from such U.S. and

foreign trademark rights. USRAC also transfers to Browning all of the goodwill of the business

connected with the use of and symbolized by the respective trademarks. USRAC further assigns to

Browning all rights, if any, to pursue past infringement of such trademark rights along with the right

to recover damages for past infringement.

USRAC hereby authorizes and requests any concerned agency, office, or entity to record

Browning as the assignee of USRAC's entire right, title, and interest in such trademark rights.

Signed at Worgan, 76 on this 16 day of ______, 2003.

U. S. REPEATING ARMS COMPANY

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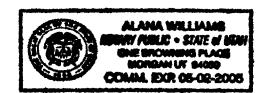
STATE OF	UTÅH

) ss.)

County of Morgan

NOTARY PUBLIC

SEAL



Schedule A Transferred Intellectual Property (Trademark Rights)

U. S. Trademark Registrations

U.S. Trademark Registration No. 1,920,835 BLACK SHADOW

U.S. Trademark Registration No. 1,270,683 U.RS. Design

U.S. Trademark Registration No. 1,276,026 U.S. REPEATING ARMS COMPANY

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RECORDED: 01/20/2004

TRADEMARK REEL: 002912 FRAME: 0279