

2/10/05

02-14-2005

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)



DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECOR
TRADEMARKS ONLY
102941053

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

U.S. Repeating Arms Company, Inc.

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

Citizenship (see guidelines) USA

Execution Date(s) 7 January 2005

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Browning

Internal

Address:

Street Address: One Browning Place

City: Morgan

State: Utah

Country: USA Zip: 84050

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship USA
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,920,835; 1,270,683; 1,276,026

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: L. Grant Foster

Internal Address: Holland & Hart LLP

Street Address: 555 - 17th Street
P.O. Box 8749

City: Denver

State: CO Zip: 80201

Phone Number: (801) 595-7830

Fax Number: (801) 364-9124

Email Address: gfoster@hollandhart.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 120.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

2-4-2005

Date

L. Grant Foster

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

02/11/2005 ECOPPER 00000265 1920835

40.00 OP
50.00 OP
01 FC:8521
02 FC:8522

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Refund Ref: 02/11/2005 ECOPPER

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TRADEMARK
REEL: 003119 FRAME: 0238

ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment replaces and supersedes the Assignment executed by Larry D. Nelson on 16 June 2003. The Assignment dated 16 June 2003 inadvertently listed "U.S. Repeating Arms Company" as the Assignor of the trademarks listed on attached Schedule A, rather than the actual Assignor, U.S. Repeating Arms Company, Inc.

U.S. Repeating Arms Company, Inc. 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 Morgan, Utah on this 7 day of January, 2005.

U. S. REPEATING ARMS COMPANY, INC.

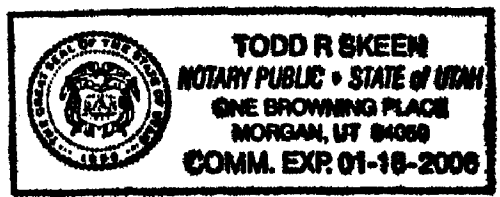
By: [Signature]
Larry D. Nelson
Director of Legal Affairs

STATE OF UTAH)
 ss.
County of Morgan)

On January 7, 2005, before me a Notary Public, personally appeared Larry D. Nelson, who is known to me to be an authorized officer or agent of the corporation that executed the foregoing assignment, and acknowledged said assignment to be the voluntary act of said corporation, for the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

[Signature]
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.R.S. Design

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