

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Colt Defense LLC		09/25/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	231 South Lasalle Street
Internal Address:	IL1-231-08-30
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60697
Entity Type:	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2734001	M4
Registration Number:	2095131	COMMANDO
Registration Number:	2003594	MATCH TARGET
Registration Number:	1648788	HBAR
Registration Number:	825581	AR-15
Serial Number:	78328226	M16

**CORRESPONDENCE DATA**

Fax Number: (919)416-8339  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 919 286-8049  
 Email: PTO\_TMconfirmation@mvalaw.com  
 Correspondent Name: Moore & Van Allen PLLC  
 Address Line 1: 430 Davis Drive

OP \$165.00 2734001

Address Line 2: Suite 500  
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	17625.3727NGSITCOLTDEFJES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	10/17/2006

**Total Attachments: 3**  
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NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of September 25, 2006 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Grantors party thereto (each an "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Administrative Agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications set forth on Schedule 1 attached hereto to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations.

The undersigned Grantor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

COLT DEFENSE LLC,  
a Delaware limited liability company

By: 

Name: William M. Key, Lieutenant General, U.S. Marine Corps (Ret.)  
Title: President and Chief Executive Officer

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of September 26, 2006 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Grantors party thereto (each an "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Administrative Agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications set forth on Schedule 1 attached hereto to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations.

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Very truly yours,

COLT DEFENSE LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: William M. Keys, Lieutenant General, U.S. Marine Corps (Ret.)

Title: President and Chief Executive Officer

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: 

Name:

Title:

KRISTINE THENNES  
Vice President

Schedule 1

Colt Defense, LLC  
(Delaware Corporation)

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
M4	2734001	07/08/03
COMMANDO	2095131	09/09/97
MATCH TARGET	2003594	09/24/96
HBAR	1648788	06/25/91
AR-15	825581	03/14/67

Pending Application

Mark	Application No.	Filing Date
M16	78328226	11/14/03