

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		07/09/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	231 S. 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: 8

Property Type	Number	Word Mark
Registration Number:	2734001	M4
Registration Number:	2095131	COMMANDO
Registration Number:	2003594	MATCH TARGET
Registration Number:	1648788	HBAR
Registration Number:	0825581	AR-15
Serial Number:	78328226	M16
Serial Number:	77024592	COLT M5
Serial Number:	77023997	M5

CORRESPONDENCE DATA

Fax Number: (919)416-8363
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 9192868041
 Email: pto_tmconfirmation@mvalaw.com

OP \$215.00 2734001

Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	017625.3727NTCOLTJES
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NAME OF SUBMITTER:	John E. Slaughter
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Signature:	/John E. Slaughter/
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Date:	08/14/2007
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Total Attachments: 3
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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

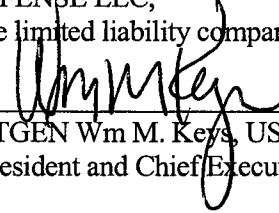
Ladies and Gentlemen:

Please be advised that pursuant to the Amended and Restated Security and Pledge Agreement dated as of July 9, 2007 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Grantors party thereto (each a "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: LTGEN Wm M. Keys, USMC (Ret.)
Title: President and Chief Executive Officer

Acknowledged and Accepted:

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

By: _____
Name:
Title:

NOTICE
OF
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Very truly yours,

COLT DEFENSE LLC,
a Delaware limited liability company

By: _____
Name: LTGEN Wm M. Keys, USMC (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	0825581	03/14/67

Pending Applications

Mark	Application No.	Filing Date
M16	78328226	11/14/03
COLT M5	77024592	10/19/06
M5	77023997	10/18/06