TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Freedom Group, Inc.		07/29/2009	CORPORATION: DELAWARE
The Marlin Firearms Company		07/29/2009	CORPORATION: CONNECTICUT
H&R 1871, LLC		07/29/2009	LIMITED LIABILITY COMPANY: CONNECTICUT
Bushmaster Firearms International, LLC		07/29/2009	LIMITED LIABILITY COMPANY: DELAWARE
DPMS Firearms, LLC		07/29/2009	LIMITED LIABILITY COMPANY: DELAWARE
DA Acquisitions, LLC		07/29/2009	LIMITED LIABILITY COMPANY: DELAWARE
RA Brands, L.L.C.		07/29/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust FSB, as Collateral Agent
Street Address:	246 Goose Lane
Internal Address:	Suite 105
City:	Guilford
State/Country:	CONNECTICUT
Postal Code:	06437
Entity Type:	Federal Savings Bank: UNITED STATES

CH $4840.00 1521311

PROPERTY NUMBERS Total: 193

Property Type	Number	Word Mark
Registration Number:	1521311	BUSHMASTER
Registration Number:	3614317	BUSHMASTER FIREARMS
Registration Number:	1530208	Q 1233
Registration Number:	1419124	PPC
Registration Number:	2009886	DAKOTA

Registration Number:	3349403	PPC
Registration Number:	3257279	423 DAKOTA
Registration Number:	3257280	20 TACTICAL
Registration Number:	3257281	TACTICAL 20
Registration Number:	3287922	20 VARTARG
Registration Number:	3397174	MANGONEL
Registration Number:	3411352	RECEIVER RUG
Registration Number:	3580308	SPORTICAL
Registration Number:	1774662	H&R 1871
Registration Number:	2992010	HANDI RIFLE
Registration Number:	1749367	HARRINGTON & RICHARDSON
Registration Number:	2652921	HUNTSMAN
Registration Number:	1777802	NEW ENGLAND FIREARMS
Registration Number:	1517907	NEF NEW ENGLAND FIREARMS
Registration Number:	1540397	PARDNER
Registration Number:	3069212	PARDNER PUMP
Registration Number:	1907839	SURVIVOR
Registration Number:	1842873	TAMER
Registration Number:	1754497	TOPPER
Registration Number:	2113422	AMERICA'S GUNSMITH
Registration Number:	1773568	H&R 1871
Registration Number:	827078	GLENFIELD
Registration Number:	55158	MARLIN
Registration Number:	1181042	MARLIN
Registration Number:	1866917	MICRO-GROOVE
Registration Number:	1717924	SAFETY-MINDER IS IT LOADED?
Registration Number:	1624731	
Registration Number:	1095914	ACCELERATOR
Registration Number:	2978531	AIRMASTER
Registration Number:	292568	BLUE ROCK
Registration Number:	2041024	BRITEBORE
Registration Number:	735158	BRUSHMASTER
Registration Number:	2841836	BUCKHAMMER
Registration Number:	3055409	BULLET
Registration Number:	3198065	

Registration Number:	1648789	CBEE22
Registration Number:	2082805	COMPACT ALLOY
Registration Number:	2779725	COMPETITION MASTER
Registration Number:	2802467	CONQUEST
Registration Number:	3500765	COPPER SOLID
Registration Number:	1631525	COPPER-LOKT
Registration Number:	530361	CORE-LOKT
Registration Number:	3287241	CUSTOM CARRY
Registration Number:	2288199	DISINTEGRATOR
Registration Number:	3406987	DROP-DEAD BETTER
Registration Number:	1487521	DUPLEX
Registration Number:	3610508	E. REMINGTON & SONS, ILION, N.Y.
Registration Number:	3337309	ECHO
Registration Number:	3309831	ELITE HUNTER
Registration Number:	3599384	ELITE SKINNER
Registration Number:	2553080	ETRONX
Registration Number:	3337310	EXCURSION
Registration Number:	1629078	EXPRESS
Registration Number:	2031473	EXPRESS
Registration Number:	3148490	F.A.S.T.
Registration Number:	3145310	FAST ACTION SOFT TOUCH
Registration Number:	346422	FIELDMASTER
Registration Number:	2843452	FIELDMASTER
Registration Number:	797013	FIRE BALL
Registration Number:	3456762	GOLDEN SABER
Registration Number:	2498142	GREAT EASTERN
Registration Number:	2132273	
Registration Number:	2673478	
Registration Number:	2220937	GUN CLUB
Registration Number:	3614383	HI-SPEED
Registration Number:	2121942	INJECT ALLOY
Registration Number:	1399828	INJECTALLOY
Registration Number:	223998	KLEANBORE
Registration Number:	3365501	MANAGED-RECOIL
Registration Number:	2059534	MARINE MAGNUM

Registration Number:	2041087	NITRO 27
Registration Number:	1086881	NITRO MAG
Registration Number:	3609442	NITRO MAG
Registration Number:	3397580	NITRO PHEASANT
Registration Number:	3365502	NITRO-STEEL
Registration Number:	3397579	NITRO TURKEY
Registration Number:	2614687	PARKER
Registration Number:	3545027	PARKER
Registration Number:	60728	PETERS
Registration Number:	324506	PETERS
Registration Number:	3020566	PETERS
Registration Number:	3387463	POWER LEVEL
Registration Number:	818517	POWER-LOKT
Registration Number:	799017	POWER PISTON
Registration Number:	1908366	PREMIER
Registration Number:	3556214	PREMIER
Registration Number:	3248505	PROBORE
Registration Number:	2061907	R
Registration Number:	2211023	R
Registration Number:	2840235	R3
Registration Number:	336055	RANGEMASTER
Registration Number:	3219107	REALWOOD
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Registration Number:	2377947	REMINGTON
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Registration Number:	2282454	REMINGTON
Registration Number:	2713747	REMINGTON
Registration Number:	2591799	REMINGTON RACING
Registration Number:	2312404	REM-LITE
Registration Number:	3308252	REMTECH 2.0
Registration Number:	1032208	R-P
Registration Number:	1911270	SENDERO
Registration Number:	3624463	SHOOT LIKE A GIRL . . . IF YOU CAN !
Registration Number:	514027	SHUR SHOT
Registration Number:	1290918	SLUGGER
Registration Number:	2988217	SPARTAN GUNWORKS
Registration Number:	336054	SPEEDMASTER
Registration Number:	3365500	SPORTSMAN
Registration Number:	2047639	STS
Registration Number:	2992569	STS
Registration Number:	3628840	STS
Registration Number:	3160225	SWIFT-LOKT

Registration Number:	2843948	TAC 8
Registration Number:	3309829	TANGO
Registration Number:	0364490	TARGETMASTER
Registration Number:	1776874	THE REMINGTON SPORTSMEN'S LIBRARY
Registration Number:	3506106	THE VETERAN
Registration Number:	1133079	THUNDERBOLT
Registration Number:	3644916	TRINYTE
Registration Number:	49616	U.M.C.
Registration Number:	3188363	ULTRA BONDED
Registration Number:	1907281	UMC
Registration Number:	1786679	VIPER
Registration Number:	2779696	WEATHERMASTER
Registration Number:	3390008	WHITETAIL PRO
Registration Number:	3366946	WHITETAIL PRO
Registration Number:	541094	WINGMASTER
Registration Number:	3366872	WINGMASTER HD
Registration Number:	3532502	WOODSMASTER
Registration Number:	3540721	X-MARK PRO
Registration Number:	1177128	YELLOW JACKET
Registration Number:	3309830	ZULU
Serial Number:	77105494	BUSHMASTER FIREARMS
Serial Number:	77105349	BUSHMASTER FIREARMS
Serial Number:	77691414	Q
Serial Number:	77302079	PANTHER
Serial Number:	77759984	HANDI-GRIP
Serial Number:	77434077	ARMORLOKT
Serial Number:	77201006	DESERT RECON
Serial Number:	77755959	DOUBLE STRIKE
Serial Number:	78957205	E. REMINGTON & SONS, ILION, N.Y.
Serial Number:	77252095	REMINGTON SPORTSMAN'S SERIES INSIGNIA EDITION
Serial Number:	77628499	REMINGTON UMC
Serial Number:	77628502	REMINGTON UMC
Serial Number:	78738009	S.A.S.S.
Serial Number:	77167621	SHOOT LIKE A GIRL . . . IF YOU CAN !
Serial Number:	77167836	SHOOT LIKE A GIRL . . . IF YOU CAN !

Serial Number:	77167837	SHOOT LIKE A GIRL . . . IF YOU CAN !
Serial Number:	77167838	SHOOT LIKE A GIRL . . . IF YOU CAN !
Serial Number:	77167842	SHOOT LIKE A GIRL . . . IF YOU CAN !
Serial Number:	78738013	SUPER MAG
Serial Number:	77628496	SUPER SLUG
Serial Number:	77628495	SUPER SLUG
Serial Number:	77199380	SUPERCELL-EXT
Serial Number:	77620522	THE PARKER GUN
Serial Number:	77339780	ULTRA MAG
Serial Number:	77757481	VERSAMAX
Serial Number:	77569339	WINGMASTER
Serial Number:	77609589	WINGMASTER
Serial Number:	77495912	XHR

CORRESPONDENCE DATA

Fax Number: (202)408-3141

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 2: Attn: Jean Paterson

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	091831-10
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	08/10/2009

Total Attachments: 41

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Form **PTO-1594** (Rev. 12-08)
OMB Collection 0651-0027 (exp. 01/31/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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):

Freedom Group, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other

Citizenship (see guidelines) Delaware, USA

Additional names of conveying parties attached? ☒ Yes ☐ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Wilmington Trust FSB, as Collateral Agent

Internal Address:

Street Address: 246 Goose Lane, Suite 105

City: Guilford

State: Connecticut

Country: USA Zip: 06437

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other Federal Savings Bank 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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 07/29/2009

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

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

A. Trademark Application No.(s)
See Exhibit B

B. Trademark Registration No.(s)
See Exhibit B

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: Sakina Karkat

Internal Address:

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212.701.3365

Fax Number: 212.378.2730

Email Address: skarkat@cahill.com

6. Total number of applications and registrations involved: 193

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

☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:

Signature

July 29, 2009
Date

Sakina Karkat
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 41

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademark Security Agreement Cover Page

1. Name of conveying party(ies)

The Marlin Firearms Company, a Connecticut Corporation
Citizenship-CT
H&R 1871, LLC, a Connecticut Limited Liability Company
Citizenship-CT
Bushmaster Firearms International, LLC, a Delaware Limited Liability Company
Citizenship-DE
DPMS Firearms, LLC, a Delaware Limited Liability Company
Citizenship-DE
DA Acquisitions, LLC, a Delaware Limited Liability Company
Citizenship-DE
RA Brands, L.L.C., a Delaware Limited Liability Company
Citizenship-DE

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement") is dated as of July 29, 2009, by and among **FREEDOM GROUP, INC.**, a Delaware corporation ("FGI"), **REMINGTON ARMS COMPANY, INC.**, a Delaware corporation ("Remington"), **THE MARLIN FIREARMS COMPANY**, a Connecticut corporation ("Marlin"), **H&R 1871, LLC**, a Connecticut limited liability company ("H&R"), **BUSHMASTER FIREARMS INTERNATIONAL, LLC**, a Delaware limited liability company ("Bushmaster"), **DPMS FIREARMS, LLC**, a Delaware limited liability company ("DPMS"), **E-RPC, LLC**, a Delaware limited liability company ("E-RPC"), **DA ACQUISITIONS, LLC**, a Delaware limited liability company ("Dakota"), and **RA BRANDS, L.L.C.**, a Delaware limited liability company ("Brands"), **RACI HOLDING, INC.**, a Delaware corporation ("RACI"), **BUSHMASTER HOLDINGS, LLC**, a Delaware limited liability company ("Bushmaster Holdings"), and **REMINGTON STEAM, LLC**, a New York limited liability company ("Steam"; each of Remington, Marlin, H&R, Bushmaster, DPMS, E-RPC, Dakota, Brands, RACI, Bushmaster Holdings, and Steam hereinafter referred to individually as a "Guarantor" and collectively as the "Guarantors"; and together with FGI, the "Companies"), **WILMINGTON TRUST FSB,** a federal savings bank, in its capacity as agent (together with its successors in such capacity, "Agent") for the Secured Parties (as hereinafter defined).

Recitals:

FGI and Guarantors are parties to an Indenture, dated on or about the date hereof, with Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), pursuant to which FGI is issuing $200,000,000 aggregate amount of its 10¼% Senior Secured Notes due 2015 (the "Notes"), which are guaranteed by each of the Guarantors.

Each Company is a party to a Security Agreement, dated on or about the date hereof, with Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Notes and guarantees under the Indenture are secured by liens upon substantially all of the assets of each Company.

Each Company will receive substantial benefits from the execution, delivery and performance of the obligations under the Indenture, the Notes, the Security Agreement and any Additional Pari Passu Agreement (as defined in the Security Agreement) and each is, therefore, willing to execute and deliver this Agreement to Agent.

In consideration for, among other things, the execution and delivery of the Indenture and the Notes by the Agent, each of the Companies agrees to grant a second priority security interest to the Agent, for the benefit of the Secured Parties (as defined in the Security Agreement), in and to the Collateral described herein, in each case in order to ensure and secure the full and prompt payment and performance of the Obligations (as defined in the Security Agreement), all on the terms set forth herein.

NOW, THEREFORE, for Ten Dollars ($10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Companies hereby agrees with Agent as follows:

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1. Definitions. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Security Agreement or the Indenture, as the context may require. As used herein, the term "Full Payment" shall mean full and final payment of the Obligations leading to Discharge of Obligations; and the term "UCC" shall mean the Uniform Commercial Code as in effect in the State of New York, and any successor statute, as in effect from time to time.

2. Grant of Security Interest in Collateral. To secure the prompt payment and performance of all of the Obligations, each Company hereby grants, assigns and pledges to Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the following property of such Company, whether now existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) the entire right, title and interest of such Company in and to all patents, patent registrations, and patent applications, including, without limitation, the patents and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all re-issues, divisions, continuations, renewals, extensions and continuations in part thereof, (ii) the right to sue for past, present and future infringements thereof, (iii) all rights corresponding thereto throughout the world and (iv) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and all damages and payments for past or future infringements, misappropriations or dilutions thereof and all other proceeds of the foregoing, (all of the foregoing patents, patent registrations and patent applications are hereinafter collectively referred to as the "Patents", and together with the items described in clauses (i)-(iv), as the "Patent Collateral");

(b) the entire right, title and interest of such Company in and to all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit B attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all re-issues, continuations, extensions and renewals thereof, (ii) the right to sue for past, present and future infringements or dilutions thereof, (iii) the goodwill of such Company's business connected with and symbolized by the foregoing, (iv) all rights corresponding thereto throughout the world and (v) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and all damages and payments for past or future infringements, misappropriations or dilutions thereof, and all other proceeds of the foregoing (all of the foregoing trademarks, trademark registrations and trademark applications are hereinafter collectively referred to as the "Trademarks", and together with the items described in clauses (i)-(v), as the "Trademark Collateral");

(c) the entire right, title and interest of such Company in and to all copyrights, copyright registrations and recordings thereof, and copyright applications, including, without limitation, the copyrights and applications listed on Exhibit C attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all continuations, renewals, and extensions thereof, (ii) the right to sue for past, present and future infringements or misappropriations thereof, (iii) all rights corresponding thereto throughout the world and (iv) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, payments under all licenses

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entered into in connection therewith and all damages and payments for past or future infringements, misappropriations or dilutions thereof, and all other proceeds of the foregoing, (all of the foregoing copyrights, copyright registrations and copyright applications are hereinafter collectively referred to as the "Copyrights", and together with the items described in clauses (i)-(iv), as the "Copyright Collateral"); and

(d) any and all rights now owned or hereafter acquired by any Company (but not the obligations of such Company) under any written agreement granting any exclusive right to use any other Person's patents, trademarks, or copyrights, or applications therefor, including, without limitation, the patents, trademarks and copyrights and applications therefor listed on Exhibit D attached hereto and made a part hereof, to the extent permitted thereunder, and all proceeds of the foregoing (all of the foregoing licenses and other agreements are hereinafter collectively referred to as the "Intellectual Property Licenses").

3. Representations and Warranties. Each Company represents and warrants to Agent and the other Secured Parties that, to the best of such Company's knowledge:

(a) Each of the Patents, Trademarks and Copyrights of such Company is valid and enforceable, and has not been adjudged invalid or unenforceable, in whole or in part;

(b) Subject to the exceptions disclosed in the attached Exhibits and except for Permitted Liens and licenses permitted pursuant to paragraphs 6 and 7 below, such Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any Liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such Company not to sue third Persons; and

(c) No claim or litigation is pending or threatened against or affecting such Company contesting its right to sell or use any Intellectual Property Collateral that would reasonably be expected to have a Material Adverse Effect.

4. Covenants Regarding Collateral. Each Company covenants and agrees with Agent and the other Secured Parties with respect to its respective portion of the Intellectual Property Collateral that,

(a) Except for those Patents, Trademarks and Copyrights abandoned or disposed of by such Company in the ordinary course of business (provided such abandonment or disposition individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect and, to the extent any Event of Default then exists, Companies have obtained the written consent of Agent to such abandonment or disposition), such Company has used, and will continue to use for the duration of this Agreement, to the extent commercially reasonable and practicable, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights and has made, and will continue to make, to the extent commercially reasonable and practicable, all appropriate filings with the USPTO or USCO, as applicable, and any applicable foreign filing offices to maintain the Patents, Trademarks and Copyrights in existence, and take such other actions as may be necessary to maintain the registration thereof without loss of protection therefor, including, without limitation, the filing of all applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings;

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(b) Such Company will use commercially reasonable efforts to maintain the quality of the products associated with the Trademarks of such Company except for those Trademarks abandoned by such Company in the ordinary course of business (provided such abandonment individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect and, to the extent any Event of Default then exists, Companies have obtained the written consent of Agent to such abandonment), at a level reasonably consistent with the quality at the time of this Agreement; and

(c) Such Company shall use commercially reasonable efforts to preserve, protect and maintain all of its rights, powers, privileges, remedies and benefits under and with respect to each of the Intellectual Property Licenses.

5. No Assumption of Intellectual Property Licenses. Neither this Assignment or any action taken by Agent or any other Secured Party pursuant to the terms hereof shall constitute an assumption by any such Secured Party of any obligations under any of the Intellectual Property Licenses, and the Companies shall continue to be liable for all obligations of the Companies thereunder.

6. Access to Collateral; License to Use Collateral, Royalties and Term.

(a) Each Company hereby grants to Agent, and its employees and agents (and any Secured Parties and their respective employees and agents), the visitation, audit, and inspection rights with respect to the Companies and the Intellectual Property Collateral as set forth in the Security Agreement.

(b) Each Company hereby grants to Agent for the ratable benefit of the Secured Parties a non-exclusive, assignable right and license, during the existence of an Event of Default, (i) under each of its Patents, Trademarks and Copyrights, and (ii) under any Intellectual Property License held by such Company with respect to any patents, trademarks or copyrights owned by any person or entity other than such Company to the extent permitted under such Intellectual Property License, in each case to use such Patents, Trademarks and Copyrights and the patents, trademarks and copyrights subject to such Intellectual Property Licenses, in order to complete work-in-process and to sell any Inventory or other Collateral utilizing or incorporating any such Patents, Trademarks and Copyrights and the patents, trademarks and copyrights subject to such Intellectual Property Licenses to the extent that such license is reasonably necessary to permit or to facilitate the collection, during the existence of an Event of Default, of any accounts of such Company or the disposition, during the existence of an Event of Default, of any Inventory or other Collateral (the "Secured Party License"). The Secured Party License shall be without royalty or any other payments or fees by Agent or any of the other Secured Parties to any Company and the permitted use by Agent thereunder (i) shall be co-extensive with such Company's rights under the Patents, Trademarks and Copyrights and the Intellectual Property Licenses, and (ii) shall be limited only by those restrictions to which Companies are subject under the Patents, Trademarks and Copyrights and the Intellectual Property Licenses.

7. Third Party Licenses. Until Full Payment of the Obligations, no Company shall enter into any license agreement relating to any of the Intellectual Property Collateral with any Person except as permitted under the Security Agreement or otherwise in the ordinary course of such Company's business, provided, that, no Company shall become a party to any agreement with any

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Person that is inconsistent with the Company's obligations under this Agreement or that would reasonably be expected to restrict or inhibit in any material respect Agent's rights to sell or otherwise dispose of the Intellectual Property Collateral or any part thereof during the existence of an Event of Default.

8. After Acquired Collateral. If, before Full Payment of the Obligations, any Company shall obtain rights to any new patentable inventions, trademarks or copyrights, or shall become entitled to the benefit of (i) any patent application or patent or any reissue, division, continuation, renewal, extension or continuation in part of any existing Patent or any improvement on any Patent, (ii) any trademark application or trademark or any renewal of any existing Trademark, or (iii) any new copyrights or any modification of any existing Copyright, the provisions of paragraph 2 hereof shall automatically apply thereto, and such Company shall give to Agent notice thereof in writing within forty-five (45) days after the end of the calendar quarter in which any registration or application relating to such right or interest is filed or obtained.

9. Amendments. Each Company hereby irrevocably authorizes and empowers Agent to modify this Agreement from time to time by amending Exhibits A, B, C and D, as applicable, to include any future patents, trademarks and copyrights, and applications therefor, and licenses with respect thereto, in each case pursuant to paragraphs 2 and 8 hereof.

10. Remedies.

(a) At any time that an Event of Default exists, Agent shall have, in addition to all other rights and remedies given it by this Agreement, the Security Agreement and the other Senior Secured Note Documents, all rights and remedies under applicable law and all rights and remedies of a secured party under the UCC and all other rights and remedies under any other applicable law.

(b) Without limiting the generality of the foregoing remedies with respect to the Intellectual Property Collateral, prior to any sale or other disposition of any of the Intellectual Property Licenses or of any right, remedy or privilege of the Companies thereunder, Agent shall have the right, at any time that an Event of Default exists, and subject to the terms of the limitations of the applicable Intellectual Property License (and to the extent permitted thereby), to (i) use and enjoy the rights and benefits of the Intellectual Property Licenses; (ii) exercise any rights, powers and remedies of the Companies in connection with any of the Intellectual Property Licenses, including, but not limited to, any rights of the Companies to demand or otherwise require payment of any amount under, or performance of any provision of, any of the Intellectual Property Licenses and to modify, amend, terminate, replace, settle or compromise any right or claim under any of the Intellectual Property Licenses; (iii) prosecute any action or proceeding with respect to any of the Intellectual Property Licenses; (iv) use, and permit any purchaser of any of the Intellectual Property Licenses from Agent to use, without charge, the Companies' labels, general intangibles, advertising matter or any property of a similar nature, as it pertains to or is included in any of the Intellectual Property Licenses, in advertising, preparing for sale and selling any Inventory and in finishing the manufacture, processing, fabrication, packaging and delivery of any Inventory; and (v) collect, receive, appropriate, repossess and realize upon all or any part of the Inventory or the Intellectual Property Licenses, and Agent may forthwith sell, lease, assign, give options to purchase or sell or otherwise dispose of and deliver all or any part of the Inventory (or contract to do so), for cash, on credit or for future delivery without assumption

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of any credit risk. The rights, remedies, powers, benefits and privileges provided for herein shall be in addition to, and not in lieu of the rights, remedies, powers, benefits and privileges contained in the Security Agreement or any of the other Senior Secured Note Documents and may be exercised concurrently with the exercise of any other right, remedy, power, benefit or privilege available to Agent under the Security Agreement or any of the other Senior Secured Note Documents or applicable law. Agent shall apply any proceeds received to the payment of the Obligations in such order and manner as may be authorized or required by the Security Agreement. Any remainder of the proceeds after Full Payment of the Obligations shall be paid over to the Companies to the extent permitted by applicable law.

11. Appointment of Agent as Attorney-in-Fact. Each Company hereby makes, constitutes and appoints Agent, and any officer or agent of Agent as Agent may select, as such Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse the Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration or maintenance of or to use the Patents, Trademarks or Copyrights, or to grant or issue any exclusive or nonexclusive license under the Patents, Trademarks or Copyrights to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Collateral to any other Person. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of the Obligations.

12. Fees and Expenses of Agent. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Agent in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the USPTO or USCO, as applicable, or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens, or otherwise protecting, maintaining, or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Companies in accordance with the provisions of the Security Agreement or, if paid by Agent in its sole discretion, shall be reimbursed by the Companies to Agent **on demand** by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum interest rate of the Notes.

13. Infringement, Misappropriation and Dilution; Prosecution of Pending Applications; Abandonment. Except with respect to (i) those Patents, Trademarks and Copyrights abandoned or disposed of by such Company in the ordinary course of business (provided such abandonment or disposition individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect and, to the extent any Event of Default then exists, Companies have obtained the written consent of Agent to such abandonment or disposition), and (ii) those Intellectual Property Licenses that such Company is permitted to cancel, surrender or release under the terms of this Agreement and the Security Agreement:

(a) Each Company shall use commercially reasonable efforts to detect any infringement, misappropriation or dilution of the Patents, Trademarks and Copyrights, and of any of the Intellectual Property Licenses, and shall notify Agent in writing of material infringements, misappropriation or dilution detected. Subject to such Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default, upon Agent's request, each Company shall have the duty to (i) prosecute diligently any

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application for a patent, trademark or copyright pending as of the date of this Agreement or thereafter until Full Payment of the Obligations, (ii) make federal application on unpatented but patentable inventions, registrable but unregistered trademarks and copyrights, (iii) file and prosecute opposition and cancellation proceedings and lawsuits to protect or enforce any of the Patents, Trademarks or Copyrights and (iv) do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in such Patents, Trademarks and Copyrights, and the Intellectual Property Licenses, and applications therefor, unless in any such case no Event of Default then exists and the applicable Company has determined that such Patent, Trademark or Copyright, or Intellectual Property License, is not material to the conduct of its business.

(b) Any expenses incurred in connection with such applications or proceedings shall be borne jointly and severally by the Companies in accordance with the provisions of the Security Agreement.

No Company shall abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or patent, trademark or copyright without the prior written consent of Agent, unless no Event of Default then exists and the applicable Company has determined that the applicable patent, trademark or copyright is not material to the conduct of its business.

14. **Agent's Right to File Suit.** Notwithstanding anything to the contrary contained in paragraph 13 hereof, at any time that an Event of Default exists, Agent shall have the right (but shall in no way be obligated) to bring suit instead in its own name to enforce the Patents, Trademarks or Copyrights, and the Secured Party License hereunder, or to defend any suit or counterclaim in its own name to protect such Patents, Trademarks or Copyrights, and the Secured Party License hereunder, in either of which events each Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, or defense, and the Company shall promptly, **upon demand**, reimburse and indemnify Agent for all reasonable costs and expenses incurred in the exercise of Agent's rights under this paragraph 14. Agent shall apply any proceeds from such suit under this paragraph 14 to the payment of the Obligations in such order and manner as may be authorized or required by the Security Agreement. Any remainder of the proceeds after Full Payment of the Obligations shall be paid over to the Companies to the extent permitted by applicable law. This paragraph in no way affects such Company's right to join or bring suit in its own name to enforce Patents, Trademarks or Copyrights, and the Intellectual Property Licenses, or to join or defend any suit or counterclaim in its own name to protect such Patents, Trademarks or Copyrights, and the Intellectual Property Licenses.

15. **Agent's Actions on Behalf of Companies; Reimbursement.** If any Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by applicable law, Agent may discharge such obligations in the Company's name or in Agent's name, in Agent's sole discretion, but at Companies expense, and Companies agree to jointly and severally reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Patents, Trademarks or Copyrights, or Intellectual Property Licenses, or Agent's interest therein pursuant to this Agreement.

16. **No Waiver.** No course of dealing between any Company and Agent or any Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Secured

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Party, any right, power or privilege hereunder or under any of the other Senior Secured Note Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

17. **Remedies Cumulative.** All of Agent's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby or by any of the other Senior Secured Note Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

18. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable, in whole or in part, in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. **Entire Agreement.** This Agreement, together with the other Senior Secured Note Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 9 hereof.

20. **Successors and Assigns.** The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Agent and each other Secured Party and upon the successors and permitted assigns of each Company. No Company shall assign its rights or delegate its rights or assign its duties hereunder without the prior written consent of Agent.

21. **Waiver of Acceptance.** Each Company hereby waives notice of Agent's acceptance hereof.

22. **Governing Law.** This Agreement shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

23. **Waiver of Jury Trial. To the fullest extent permitted by applicable law, each Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Collateral.**

[Remainder of page intentionally left blank-signatures appear on following page]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANIES:

FREEDOM GROUP, INC.

By:_____
Name: Stephen P. Jackson, Jr.
Title: Chief Financial Officer and Treasurer

REMINGTON ARMS COMPANY, INC.

By:_____
Name: Stephen P. Jackson, Jr.
Title: Chief Financial Officer, Secretary and Treasurer

THE MARLIN FIREARMS COMPANY

By:_____
Name: Stephen P. Jackson, Jr.
Title: Vice President, Secretary and Treasurer

H&R 1871, LLC

By: The Marlin Firearms Company, as its Managing Member

By:_____
Name: Stephen P. Jackson, Jr.
Title: Vice President, Secretary and Treasurer

BUSHMASTER FIREARMS INTERNATIONAL, LLC

By:_____
Name: John DeSantis
Title: President

DPMS FIREARMS, LLC

By:_____
Name: Paul A. Miller
Title: Vice President

[IP Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANIES:

FREEDOM GROUP, INC.

By: _____
Name: Stephen P. Jackson, Jr.
Title: Chief Financial Officer and Treasurer

REMINGTON ARMS COMPANY, INC.

By: _____
Name: Stephen P. Jackson, Jr.
Title: Chief Financial Officer, Secretary and Treasurer

THE MARLIN FIREARMS COMPANY

By: _____
Name: Stephen P. Jackson, Jr.
Title: Vice President, Secretary and Treasurer

H&R 1871, LLC

By: The Marlin Firearms Company, as its Managing Member

By: _____
Name: Stephen P. Jackson, Jr.
Title: Vice President, Secretary and Treasurer

BUSHMASTER FIREARMS INTERNATIONAL, LLC

By: _____
Name: John DeSantis
Title: President

DPMS FIREARMS, LLC

By: _____
Name: Paul A. Miller
Title: Vice President

[IP Security Agreement]

E-RPC, LLC

By:_____
Name: Stephen P. Jackson, Jr.
Title: Chief Financial Officer

DA ACQUISITIONS, LLC

By:_____
Name: Stephen P. Jackson, Jr.
Title: Executive Vice President and Chief Financial Officer

RA BRANDS, L.L.C.

By:_____
Name: Stephen P. Jackson, Jr.
Title: Vice President

RACI HOLDING, INC.

By:_____
Name: Stephen P. Jackson, Jr.
Title: Chief Financial Officer, Secretary and Treasurer

BUSHMASTER HOLDINGS, LLC

By:_____
Name: Stephen P. Jackson, Jr.
Title: Treasurer

REMINGTON STEAM, LLC

By:_____
Name: Julie A. Sears
Title: Manager

[IP Security Agreement]

AGENT:

WILMINGTON TRUST FSB, as Agent

By:_____

Title: Joseph P O'Donnell
Vice President

[IP Security Agreement]

EXHIBIT A
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Dated as of July 29, 2009

UNITED STATES PATENTS AND PATENT APPLICATIONS

A. **DPMS Firearms, LLC**

Registered Patents:

Patent Title	Patent No.	Issue Date
Rifle receiver trigger gasket	D580,007	11/4/2008
Finned carbine handguard assembly	6,945,154	9/20/2005
Firearms receiver block and method of using same	6,761,101	7/13/2004
Flip up gun sight	6,732,467	5/11/2004
Interchangeable weapon receiver for alternate ammunition	6,293,040	9/25/2001
Firearm magazine for use with a rifle	5,761,841	6/9/1998
Rifle receiver trigger gasket	D595,385	6/30/2009

B. **The Marlin Firearms Company**

Registered Patents:

Patent Title	Patent No.	Issue Date
Two stage trigger assembly	5,187,312	2/16/1993
Firearm safety lock assembly	5,233,777	8/10/1993
Firearm barrel assembly	5,479,737	1/2/1996
Detonator assembly	5,487,232	1/30/1996
Cocking mechanism for a muzzle loading firearm	5,606,825	3/4/1997
Lockable firearm safety	6,141,896	11/7/2000
Lockable firearm safety	6,173,518	1/16/2001
Lockable firearm safety	6,519,888	2/18/2003
Lockable firearm safety device	6,694,659	2/24/2004
Lockable firearm safety device	6,804,906	10/19/2004

Patent Title	Patent No.	Issue Date
Lockable firearm safety device	6,880,282	4/19/2005
Detonator assembly	RE37,968	1/28/2003

C. **RA Brands, LLC**

Registered Patents:

Patent Title	Patent No.	Issue Date
Electronic Firearm and Process for Controlling an Electronic Firearm	RE38,794	9/13/2005
Multiple Round Ammunition Carton With Individual Round Dispenser and Carrying Handle	D400,095	10/27/1998
Ammunition System Comprising Slug Holding Sabot and Slug Type Shot Shell	5,339,743	8/23/1994
Jacketed Hollow Point Bullet and Method of Making Same	5,357,866	10/25/1994
Firearm Having Disconnector and Dual Sears	5,373,775	12/20/1994
Firearm Magazine Box Alignment	5,442,874	8/22/1995
Firearm with Multiple Sears	5,448,939	9/12/1995
Firearm Ejector System	5,459,956	10/24/1995
Firearm Automatic Safety System	5,467,549	11/21/1995
Firearm Top Lever Adjusting System	5,469,649	11/28/1995
Firearm Bolt Lock Mechanism	5,551,180	9/3/1996
Muzzle-Loading Firearm	5,606,817	3/4/1997
Conductive Primer Mix	5,646,367	7/8/1997
Detachable Ammunition Magazine	5,664,355	9/9/1997
Lead-Free Primer Mix	5,684,268	11/4/1997
Muzzle Loading Rifle	5,718,073	2/17/1998
Trigger Assembly	5,718,074	2/17/1998
Firearm Bolt	5,740,516	4/14/1998
Magazine for Rimmed Ammunition	5,755,052	5/26/1998
Electronic Firearm and Process for Controlling an Electronic Firearm	5,755,056	5/26/1998
Round Sensing Mechanism	5,799,433	9/1/1998

Patent Title	Patent No.	Issue Date
Bolt Assembly for Electronic Firearm	5,806,226	9/15/1998
Solid Copper Hollow Point Bullet	5,811,723	9/22/1998
Gas Operated Firearm Piston/Piston Seal Assembly	5,872,323	2/16/1999
Gunsight	5,901,452	5/11/1999
Barrel and Receiver Assembly	5,907,919	6/1/1999
Frangible Powdered Iron Projectiles	5,917,143	6/29/1999
Bolt Assembly Comprising Ejection Port Cover	5,918,401	7/6/1999
Bolt Assembly for Electronic Firearm	5,987,798	11/23/1999
Composition and Process for Metal Injection Molding	5,993,507	11/30/1999
Shotgun Choke Tube	6,052,935	4/25/2000
Sabot	6,073,560	6/13/2000
Electric Primer	6,131,515	10/17/2000
Small Caliber Gun Barrel	6,189,431	2/20/2001
Locking Mechanism for Firearms	6,240,670	6/5/2001
Lockable Safety for Firearms	6,256,917	7/10/2001
One-Piece Synthetic Undercarriage	6,256,921	7/10/2001
Electric Primer	6,272,993	8/14/2001
Gel Recoil Pad	6,305,115	10/23/2001
One-Piece Synthetic Undercarriage	6,427,372	8/6/2002
Preparation of Articles Using Metal Injection Molding	6,478,842	11/12/2002
Non-Toxic Primer Mix	6,478,903	11/12/2002
Electric Primer	6,487,972	12/3/2002
Carrier Locking Device	6,612,062	9/2/2003
Actuator Assembly	6,651,542	11/25/2003
Actuator Assembly	6,668,700	12/30/2003
Preparation of Articles Using Metal Injection Molding	6,669,898	12/30/2003
Frangible Powdered Iron Projectiles	6,691,623	2/17/2004
Carrier Locking Device	6,742,298	6/1/2004

Patent Title	Patent No.	Issue Date
Firearm Orientation and Drop Sensor System	6,785,996	9/7/2004
Lead Free Powdered Metal Projectiles	6,892,647	5/17/2005
Fire Control Adjustment System	7,047,685	5/23/2006
Process for Imprinting a Composite Ventilated Rib	7,059,078	6/13/2006
Bolt Assembly With Locking System	7,107,715	9/19/2006
Actuator Assembly	7,131,366	11/7/2006
Firing Pin Assembly	7,143,537	12/5/2006
Firearm Stock Connector	7,162,823	1/16/2007
Roller Sear/Hammer Interface for Firearms	7,181,880	2/27/2007
Firearm Orientation and Drop Sensor System	7,188,444	3/13/2007
Lead Attached Sabot Slug	7,201,104	4/10/2007
Bolt Assembly With Locking System	7,219,461	5/22/2007
Process for Imprinting a Composite Ventilated Rib	7,334,364	2/26/2008
Firing Pin Assembly	7,516,570	4/14/2009
Shell Stripper Assembly	7,533,598	5/19/2009

Patent Applications:

Patent Title	Application No.	File Date
Accessory Rail Assembly for Firearms	11/672,763	2/8/2007
Action Rate Control System	10/973,736	10/26/2004
Barrel	29/295,862	10/9/2007
Bismuth Oxide Primer Composition	11/087,274	3/23/2005
Clamped Gas Block for Barrel	61/162,099	3/20/2009
Composite Receiver for Firearms	11/969,641	1/4/2008
Cupped Shotshell Wad	61/108,678	10/27/2008
Firearm Cleaning Kit With Detachable Handle	61/122,758	12/16/2008
Firearm Holding Device	11/669,453	1/31/2007
Firearm Operating System	61/219,007	6/22/2009
Firearm with Enhanced Corrosion and Wear Resistance Properties	11/341,805	1/27/2006

Patent Title	Application No.	File Date
Gas System for Firearms	12/199,172	8/27/2008
Modular Barrel Assembly	11/971,402	1/9/2008
Modular Firearm	61/184,630	6/5/2009
Pivoting, Non-Detachable Magazine	12/200,151	8/28/2008
Priming Mixtures for Small Arms	10/764,246	1/23/2004
Reactive Shotshell Wad	61/075,794	6/26/2008
Shot Confinement Wad	61/149,059	2/2/2009
Tipped Projectiles	12/199,306	8/27/2008
Touch Sensor Firearm Safety System	11/271,699	11/10/2005
Trigger Engagement Link or Sear	61/162,197	3/20/2009
Wad With Ignition Chamber	61/113,286	11/11/2008

D. **Remington Arms Company, Inc.**

Patent Applications:

Patent Title	Application No.	File Date
Gas-Operated Firearm	11/753,344	5/24/2007

OTHER PATENTS AND PATENT APPLICATIONS

A. Patents Owned by RA Brands, L.L.C.

REGISTRATION NUMBER	COUNTRY/ STATE	DESCRIPTION
1 205 726	France	Actuator Assembly
1 205 726	Finland	Actuator Assembly
1205 726	Spain	Actuator Assembly
1 205 726	Germany	Actuator Assembly
75042	Ukraine	Actuator Assembly
1 205 726	Great Britain	Actuator Assembly
4037414	Japan	Actuator Assembly
3676288	Japan	Actuator Assembly
1 205 726	Italy	Actuator Assembly
1 205 726	Belgium	Actuator Assembly
1 205 726	Switzerland	Actuator Assembly
ZL01145615.9	China	Actuator Assembly

1 205 726	EPO	Actuator Assembly
2362011	Canada	Actuator Assembly
146395	Israel	Actuator Assembly
000 911 003-0001	EPO	Barrel
000 911 003-0002	EPO	Barrel
125456	Canada	Barrel
0 914 585	Great Britain	Bolt Assembly for Electronic Firearm
699 25 418	Germany	Bolt Assembly for Electronic Firearm
0 914 585	Switzerland	Bolt Assembly for Electronic Firearm
0 914 585	France	Bolt Assembly for Electronic Firearm
0 914 585	Italy	Bolt Assembly for Electronic Firearm
0 914 585	Spain	Bolt Assembly for Electronic Firearm
0 970 341	EPO	Bolt Assembly for Electronic Firearm
HK1024946	Hong Kong	Bolt Assembly for Electronic Firearm
0 914 585	Finland	Bolt Assembly for Electronic Firearm
2,283,658	Canada	Bolt Assembly for Electronic Firearm
0 914 585	EPO	Bolt Assembly for Electronic Firearm
2,260,225	Canada	Bolt Assembly for Electronic Firearm
0 970 341	Finland	Bolt Assembly for Electronic Firearm
0 970 341	Switzerland	Bolt Assembly for Electronic Firearm
0 970 341	Spain	Bolt Assembly for Electronic Firearm
0 914 585	Germany	Bolt Assembly for Electronic Firearm
0 914 585	Belgium	Bolt Assembly for Electronic Firearm
0 970 341	Great Britain	Bolt Assembly for Electronic Firearm
1 040 088	Finland	Conductive Primer Mix
741414	Australia	Conductive Primer Mix
2,294,877	Canada	Conductive Primer Mix
1 040 088	France	Conductive Primer Mix
1040088	Denmark	Conductive Primer Mix
69728912.5	Germany	Conductive Primer Mix
97182281.6	China	Conductive Primer Mix
1 040 088	EPO	Conductive Primer Mix
1040088	Belgium	Conductive Primer Mix
1040088	Austria	Conductive Primer Mix
1 040 088	Italy	Conductive Primer Mix
1 040 088	Great Britain	Conductive Primer Mix
1,275,587	Canada	Dimensionally Stable Powder Metal Compositions
1 036 298	Finland	Electric Primer
2,314,181	Canada	Electric Primer
ZL98812068.2	China	Electric Primer
1 036 298	EPO	Electric Primer
1 036 298	Austria	Electric Primer
1 036 298	Denmark	Electric Primer
226663	Mexico	Electric Primer
69834939.3	Germany	Electric Primer
1 036 298	Great Britain	Electric Primer

1 036 298	Italy	Electric Primer
136136	Israel	Electric Primer
1 036 298	France	Electric Primer
1 036 298	Belgium	Electric Primer
99105062.4	Hong Kong	Electronic Firearm Process for Controlling and Electronic Firearm
0 912 872	EPO	Electronic Firearm Process for Controlling and Electronic Firearm
2,260,223	Canada	Electronic Firearm Process for Controlling and Electronic Firearm
0 912 872	Finland	Electronic Firearm Process for Controlling and Electronic Firearm
0 912 872	Belgium	Electronic Firearm Process for Controlling and Electronic Firearm
0 912 872	France	Electronic Firearm Process for Controlling and Electronic Firearm
69730832.4	Germany	Electronic Firearm Process for Controlling and Electronic Firearm
0 912 872	Italy	Electronic Firearm Process for Controlling and Electronic Firearm
0 912 872	Spain	Electronic Firearm Process for Controlling and Electronic Firearm
0 912 872	Great Britain	Electronic Firearm Process for Controlling and Electronic Firearm
0 912 872	Switzerland	Electronic Firearm Process for Controlling and Electronic Firearm
1 718 917	Belgium	Firearm Stock Connector
60 2005 010 666.9	Germany	Firearm Stock Connector
1 718 917	Italy	Firearm Stock Connector
1 718 917	Great Britain	Firearm Stock Connector
1 718 917	EPO	Firearm Stock Connector
0 946 852	France	Frangible Powdered Iron Projectiles
0 946 852	Italy	Frangible Powdered Iron Projectiles
0 946 852	EPO	Frangible Powdered Iron Projectiles
69824548.2	Germany	Frangible Powdered Iron Projectiles
754891	Australia	Frangible Powdered Iron Projectiles
1,272,049	Canada	High Strength Powder Metal Parts
1 330 626	Austria	Lead Free Powdered Metal Projectiles
1 330 626	Germany	Lead Free Powdered Metal Projectiles
1 330 626	Denmark	Lead Free Powdered Metal Projectiles
1 330 626	Finland	Lead Free Powdered Metal Projectiles
1 330 626	Italy	Lead Free Powdered Metal Projectiles
1 330 626	Sweden	Lead Free Powdered Metal Projectiles
0 868 415	Italy	Lead-Free Primer Mix
0 868 415	Spain	Lead-Free Primer Mix
0 868 415	France	Lead-Free Primer Mix

2,232,744	Canada	Lead-Free Primer Mix
DE 696 29 429 T2	Germany	Lead-Free Primer Mix
0 868 415	EPO	Lead-Free Primer Mix
0 868 415	Great Britain	Lead-Free Primer Mix
1 204 839	Germany	Lockable Safety for Firearms
764185	Australia	Lockable Safety for Firearms
1 204 839	Great Britain	Lockable Safety for Firearms
2,379,739	Canada	Lockable Safety for Firearms
ZL00812903.7	China	Lockable Safety for Firearms
1 204 839	EPO	Lockable Safety for Firearms
147633	Israel	Lockable Safety for Firearms
1 204 389	Belgium	Lockable Safety for Firearms
25621 BE/2008	Italy	Lockable Safety for Firearms
1 210 559	Great Britain	Locking Mechanism for Firearms
1 210 559	Spain	Locking Mechanism for Firearms
600 35 277.3-08	Germany	Locking Mechanism for Firearms
148465	Israel	Locking Mechanism for Firearms
ZL00815297.7	China	Locking Mechanism for Firearms
1 210 559	Italy	Locking Mechanism for Firearms
1 210 559	EPO	Locking Mechanism for Firearms
1,262,319	Canada	Multi-Range Shot Shell
1 195 366	Finland	Non-Toxic Primer Mix
1 195 366	Germany	Non-Toxic Primer Mix
1 195 366	Switzerland	Non-Toxic Primer Mix
1 195 366	Italy	Non-Toxic Primer Mix
1 195 366	Great Britain	Non-Toxic Primer Mix
1 195 366	EPO	Non-Toxic Primer Mix
1 195 366	Sweden	Non-Toxic Primer Mix
1 195 366	France	Non-Toxic Primer Mix
ZL01135351.1	China	Non-Toxic Primer Mix
935,219	Canada	Primer (Shotshell Batter Cup With Hinged Flash Hole Cover)
256422	Mexico	Process for Imprinting a Composite Ventilated Rib
2337835	Russian Federation	Process for Imprinting a Composite Ventilated Rib
258253	Mexico	Roller Sear/Hammer Interface for Firearms
2,284,893	Canada	Small Caliber Gun Barrel
0 970 340	Great Britain	Small Caliber Gun Barrel
69935759.4	Germany	Small Caliber Gun Barrel
0 970 340	Spain	Small Caliber Gun Barrel
0 970 340	EPO	Small Caliber Gun Barrel

B. Patent Applications Owned by RA Brands, L.L.C.

APPLICATION NUMBER	COUNTRY/STATE	DESCRIPTION
175160	Israel	Action Rate Control System
200605911	Ukraine	Action Rate Control System
200480039447.4	China	Action Rate Control System
2,543,825	Canada	Action Rate Control System
2004316168	Australia	Action Rate Control System
04821583.4	EPO	Action Rate Control System
PIO416165-3	Brazil	Action Rate Control System
2006118800	Russian Federation	Action Rate Control System
PA/A/2006/004902	Mexico	Action Rate Control System
2362011	Canada	Actuator Assembly
146395	Israel	Actuator Assembly
04809407.2	EPO	Bolt Assembly for Locking System
04809380.1	EPO	Composite Receiver for Firearms
06107850.8	Hong Kong	Composite Receiver for Firearms
171994	Israel	Composite Receiver for Firearms
2006-514879	Japan	Composite Receiver for Firearms
200480020118.5	China	Composite Receiver for Firearms
2526014	Canada	Composite Receiver for Firearms
0410385-8	Brazil	Composite Receiver for Firearms
PA/A/2005/012420	Mexico	Composite Receiver for Firearms
2005139396	Russian Federation	Composite Receiver for Firearms
2,553,557	Canada	Fire Control Adjustment System
05726262.8	EPO	Fire Control Adjustment System
PA/A/2006/008078	Mexico	Fire Control Adjustment System
176851	Israel	Fire Control Adjustment System
MX/a/2008/009827	Mexico	Firearm Holding Device
192684	Israel	Firearm Holding Device
2007282142	Australia	Firearm Holding Device
2008-553320	Japan	Firearm Holding Device
10-2008-7017926	South Korea	Firearm Holding Device
2556540	Canada	Firearm Stock Connector
200580011713.7	China	Firearm Stock Connector
177492	Israel	Firearm Stock Connector
06 849 352.7	EPO	Firearm With Enhanced Corrosion and Wear Resistance Properties
PCT/US08/074601	PCT	Gas System for Firearms
MI2006ADD1022	Italy	Gas-Operated Firearm
2008151162	Russian Federation	Gas-Operated Firearm
195333	Israel	Gas-Operated Firearm
2007348324	Australia	Gas-Operated Firearm
MX/A/2008/014826	Mexico	Gas-Operated Firearm
01981408.6	EPO	Lead Free Powdered Metal Projectiles
2,425,118	Canada	Lead Free Powdered Metal Projectiles

08162941.2	EPO	Method of Assembling a Firearm
PI-0413870-8	Brazil	Modular Barrel Assembly
PA/A/2006/002261	Mexico	Modular Barrel Assembly
200480030640.1	China	Modular Barrel Assembly
04809635.8	EPO	Modular Barrel Assembly
06111336.4	Hong Kong	Modular Barrel Assembly
2006-524919	Japan	Modular Barrel Assembly
2,537,304	Canada	Modular Barrel Assembly
173962	Israel	Modular Barrel Assembly
200603278	Ukraine	Modular Barrel Assembly
2006109709	Russian Federation	Modular Barrel Assembly
2,357,632	Canada	Non-Toxic Primer
2,361,185	Canada	One-Piece Synthetic Carriage
PCT/US08/074610	PCT	Pivoting, Non-Detachable Magazine
PCT/US05/002048	PCT	Priming Mixtures for Small Arms
2556595	Canada	Priming Mixtures for Small Arms
04 809 729.9	EPO	Process for Imprinting a Composite Ventilated Rib
200480025982.4	China	Process for Imprinting a Composite Ventilated Rib
2,538,193	Canada	Process for Imprinting a Composite Ventilated Rib
PI 0414224-1	Brazil	Process for Imprinting a Composite Ventilated Rib
174199	Israel	Process for Imprinting a Composite Ventilated Rib
PCT/US07/019535	PCT	Receiver-Stock Connector
PI0415909-8	Brazil	Roller Sear/Hammer Interface for Firearms
04796919.1	EPO	Roller Sear/Hammer Interface for Firearms
200480039448.9	China	Roller Sear/Hammer Interface for Firearms
175161	Israel	Roller Sear/Hammer Interface for Firearms
2006118809	Russian Federation	Roller Sear/Hammer Interface for Firearms
2,542,727	Canada	Roller Sear/Hammer Interface for Firearms
PCT/US08/074581	PCT	Tipped Projectiles
2,588,117	Canada	Touch Sensor Firearm Safety System
05 581 517.2	EPO	Touch Sensor Firearm Safety System

EXHIBIT B
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Dated as of July 29, 2009

UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS

A. **Bushmaster Firearms International, LLC**

Registered Trademarks:

Trademark Name	Registration No.	Registration Date
BUSHMASTER	1,521,311	1/17/1989
BUSHMASTER FIREARMS	3,614,317	5/5/2009
Q 1233	1,530,208	3/14/1989

Trademark Applications:

Trademark Name	Serial No.	File Date
BUSHMASTER FIREARMS	77/105494	2/12/2007
BUSHMASTER FIREARMS	77/105349	2/12/2007
Q	77/691,414	3/16/2009

B. **DA Acquisitions, LLC**

Registered Trademarks:

Trademark Name	Registration No.	Registration Date
PPC	1,419,124	12/2/1986
DAKOTA	2,009,886	10/22/1996
PPC	3,349,403	12/4/2007
423 DAKOTA	3,257,279	6/26/2007
20 TACTICAL	3,257,280	6/26/2007
TACTICAL 20	3,257,281	6/26/2007
20 VARTARG	3,287,922	9/4/2007

C. **DPMS Firearms, LLC**

Registered Trademarks:

Trademark Name	Registration No.	Registration Date

Trademark Name	Registration No.	Registration Date
MANGONEL	3,397,174	3/18/2008
RECEIVER RUG	3,411,352	4/15/2008
SPORTICAL	3,580,308	2/24/2009

Trademark Applications:

Trademark Name	Serial No.	File Date
PANTHER	77/302,079	10/11/2007

D. **H&R 1871, LLC**

Registered Trademarks:

Trademark Name	Registration No.	Registration Date
H&R 1871	1,774,662	6/1/1993
HANDI RIFLE	2,992,010	9/6/2005
HARRINGTON & RICHARDSON	1,749,367	1/26/1993
HUNTSMAN	2,652,921	11/19/2002
NEW ENGLAND FIREARMS	1,777,802	6/22/1993
NEF NEW ENGLAND FIREARMS	1,517,907	12/27/1988
PARDNER	1,540,397	5/23/1989
PARDNER PUMP	3,069,212	3/14/2006
SURVIVOR	1,907,839	7/25/1995
TAMER	1,842,873	7/5/1994
TOPPER	1,754,497	2/23/1993
AMERICA'S GUNSMITH	2,113,422	11/18/1997
H&R 1871	1,773,568	5/25/1993

Trademark Applications:

Trademark Name	Serial No.	File Date
HANDI-GRIP	77/759,984	6/15/2009

E. **The Marlin Firearms Company**

Registered Trademarks:

Trademark Name	Registration No.	Registration Date
GLENFIELD	827,078	4/11/1967
MARLIN	55,158	8/7/1906
MARLIN	1,181,042	12/8/1981
MICRO-GROOVE	1,866,917	12/13/1994
SAFETY-MINDER IS IT LOADED?	1,717,924	9/22/1992
(Design Only)	1,624,731	11/27/1990

F. **RA Brands, L.L.C.**

Registered Trademarks:

Trademark Name	Registration No.	Registration Date
ACCELERATOR	1,095,914	7/11/1978
AIRMASTER	2,978,531	7/26/2005
BLUE ROCK	292,568	3/15/1932
BRITEBORE	2,041,024	2/25/1997
BRUSHMASTER	735,158	7/31/1962
BUCKHAMMER	2,841,836	5/11/2004
BULLET	3,055,409	1/31/2006
Bullet Design	3,198,065	1/16/2007
CBEE22	1,648,789	6/25/1991
COMPACT ALLOY	2,082,805	7/29/1997
COMPETITION MASTER	2,779,725	11/4/2003
CONQUEST	2,802,467	1/6/2004
COPPER SOLID	3,500,765	9/16/2008
COPPER-LOKT	1,631,525	1/15/1991
CORE-LOKT	530,361	9/5/1950
CUSTOM CARRY	3,287,241	8/28/2007
DISINTEGRATOR	2,288,199	10/19/1999
DROP-DEAD BETTER	3,406,987	4/1/2008
DUPLEX	1,487,521	5/10/1988
E. REMINGTON & SONS, ILION, N.Y.	3,610,508	4/21/2009
ECHO	3,337,309	11/13/2007
ELITE HUNTER	3,309,831	10/9/2007

Trademark Name	Registration No.	Registration Date
ELITE SKINNER	3,599,384	3/31/2009
ETRONX	2,553,080	3/26/2002
EXCURSION	3,337,310	11/13/2007
EXPRESS	1,629,078	12/25/1990
EXPRESS	2,031,473	1/21/1997
F.A.S.T	3,148,490	9/26/2006
FAST ACTION SOFT TOUCH	3,145,310	9/19/2006
FIELDMASTER	346,422	5/25/1937
FIELDMASTER	2,843,452	5/18/2004
FIRE BALL	797,013	10/5/1965
GOLDEN SABER	3,456,762	7/1/2008
GREAT EASTERN	2,498,142	10/16/2001
Green - Design Only	2,132,273	1/27/1998
Green - Design Only	2,673,478	1/14/2003
GUN CLUB	2,220,937	1/26/1999
HI-SPEED	3,614,383	5/5/2009
INJECT ALLOY	2,121,942	12/16/1997
INJECTALLOY	1,399,828	7/1/1986
KLEANBORE	223,998	2/15/1927
MANAGED-RECOIL	3,365,501	1/8/2008
MARINE MAGNUM	2,059,534	5/6/1997
NITRO 27	2,041,087	2/25/1997
NITRO MAG	1,086,881	3/7/1978
NITRO MAG	3,609,442	4/21/2009
NITRO PHEASANT	3,397,580	3/18/2008
NITRO-STEEL	3,365,502	1/8/2008
NITRO TURKEY	3,397,579	3/18/2008
PARKER	2,614,687	9/3/2002
PARKER	3,545,027	12/9/2008
PETERS	60,728	2/19/1907
PETERS	324,506	5/21/1935

Trademark Name	Registration No.	Registration Date
PETERS	3,020,566	11/29/2005
POWER LEVEL	3,387,463	2/26/2008
POWER-LOKT	818,517	11/15/1966
POWER PISTON	799,017	11/23/1965
PREMIER	1,908,366	8/1/1995
PREMIER	3,556,214	1/6/2009
PROBORE	3,248,505	5/29/2007
R	2,061,907	5/13/1997
R	2,211,023	12/15/1998
R3	2,840,235	5/11/2004
RANGEMASTER	336,055	6/23/1936
REALWOOD	3,219,107	3/13/2007
REM	1,960,454	3/5/1996
REM DRI	3,080,581	4/11/2006
REMINGTON	2,377,947	8/15/2000
REMINGTON	2,872,763	8/10/2004
REMINGTON	3,339,403	11/20/2007
REMINGTON	2,012,463	10/29/1996
REMINGTON	1,027,328	12/16/1975
REMINGTON	2,029,536	1/14/1997
REMINGTON	2,035,984	2/4/1997
REMINGTON	2,337,041	4/4/2000
REMINGTON	2,802,850	1/6/2004
REMINGTON	2,824,186	3/16/2004
REMINGTON	2,824,187	3/16/2004
REMINGTON	2,824,188	3/16/2004
REMINGTON	2,821,830	3/9/2004
REMINGTON	2,824,189	3/16/2004
REMINGTON	2,824,190	3/16/2004
REMINGTON	2,824,191	3/16/2004
REMINGTON	2,792,880	12/9/2003

Trademark Name	Registration No.	Registration Date
REMINGTON	2,872,762	8/10/2004
REMINGTON	2,995,937	9/13/2005
REMINGTON	3,001,550	9/27/2005
REMINGTON	187,871	8/12/1924
REMINGTON	330,832	12/17/1935
REMINGTON	745,041	2/12/1963
REMINGTON	1,092,498	5/30/1978
REMINGTON	1,843,652	7/5/1994
REMINGTON	1,908,358	8/1/1995
REMINGTON	2,091,798	8/26/1997
REMINGTON	2,109,608	10/28/1997
REMINGTON	2,019,103	11/26/1996
REMINGTON	2,282,454	10/5/1999
REMINGTON	2,713,747	5/6/2003
REMINGTON RACING	2,591,799	7/9/2002
REM-LITE	2,312,404	1/25/2000
REMTECH 2.0	3,308,252	10/9/2007
R-P	1,032,208	2/3/1976
SENDERO	1,911,270	8/15/1995
SHOOT LIKE A GIRL…IF YOU CAN !	3,624,463	5/19/2009
SHUR SHOT	514,027	8/23/1949
SLUGGER	1,290,918	8/21/1984
SPARTAN GUNWORKS	2,988,217	8/23/2005
SPEEDMASTER	336,054	6/23/1936
SPORTSMAN	3,365,500	1/8/2008
STS	2,047,639	3/25/1997
STS	2,992,569	9/6/2005
STS	3,628,840	5/26/2009
SWIFT-LOKT	3,160,225	10/17/2006
TAC 8	2,843,948	5/18/2004
TANGO	3,309,829	10/9/2007

Trademark Name	Registration No.	Registration Date
TARGETMASTER	364,490	1/31/1939
THE REMINGTON SPORTSMEN'S LIBRARY	1,776,874	6/15/1993
THE VETERAN	3,506,106	9/23/2008
THUNDERBOLT	1,133,079	4/15/1980
TRINYTE	3,644,916	6/23/2009
U.M.C.	49,616	2/13/1906
ULTRA BONDED	3,188,363	12/19/2006
UMC	1,907,281	7/25/1995
VIPER	1,786,679	8/10/1993
WEATHERMASTER	2,779,696	11/4/2003
WHITETAIL PRO	3,390,008	2/26/2008
WHITETAIL PRO	3,366,946	1/8/2008
WINGMASTER	541,094	4/17/1951
WINGMASTER HD	3,366,872	1/8/2008
WOODSMASTER	3,532,502	11/11/2008
X-MARK PRO	3,540,721	12/2/2008
YELLOW JACKET	1,177,128	11/10/1981
ZULU	3,309,830	10/9/2007

Trademark Applications:

Trademark Name	Serial No.	File Date
ARMORLOKT	77/434,077	3/28/2008
DESERT RECON	77/201,006	6/8/2007
DOUBLE STRIKE	77/755,959	6/10/2009
E. REMINGTON & SONS, ILION, N.Y.	78/957,205	8/22/2006
REMINGTON SPORTSMAN'S SERIES INSIGNIA EDITION	77/252,095	8/10/2007
REMINGTON UMC	77/628,499	12/8/2008
REMINGTON UMC & Design	77/628,502	12/8/2008
S.A.S.S.	78/738,009	10/21/2005
SHOOT LIKE A GIRL…IF YOU CAN !	77/167,621	4/27/2007

Trademark Name	Serial No.	File Date
SHOOT LIKE A GIRL…IF YOU CAN !	77/167,836	4/27/2007
SHOOT LIKE A GIRL…IF YOU CAN !	77/167,837	4/27/2007
SHOOT LIKE A GIRL…IF YOU CAN !	77/167,838	4/27/2007
SHOOT LIKE A GIRL…IF YOU CAN !	77/167,842	4/27/2007
SUPER MAG	78/738,013	10/21/2005
SUPER SLUG	77/628,496	12/8/2008
SUPER SLUG	77/628,495	12/8/2008
SUPERCELL-EXT	77/199,380	6/6/2007
THE PARKER GUN	77/620,522	11/24/2008
ULTRA MAG	77/339,780	11/29/2007
VERSAMAX	77/757,481	6/11/2009
WINGMASTER	77/569,339	9/13/2008
WINGMASTER	77/609,589	11/7/2008
XHR	77/495,912	6/11/2008

OTHER TRADEMARKS AND TRADEMARK APPLICATIONS

A. H&R 1871, LLC

Registered Trademarks:

REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
268113	Uruguay	HARRINGTON
2007851	Argentina	HARRINGTON & RICHARDSON
92177	Guatemala	HARRINGTON & RICHARDSON
275032	Uruguay	HARRINGTON & RICHARDSON
TMA361998	Canada	PARDNER

B. RA Brands, L.L.C.

Registered Trademarks:

REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
1,967,026	Argentina	REMINGTON

1985551	Argentina	REMINGTON
2131555	Argentina	REMINGTON
818762	Australia	ETRONX
1056190	Australia	PETERS
A203107	Australia	POWER PISTON
A18407	Australia	REMINGTON
65782	Australia	REMINGTON
58032	Austria	POWER PISTON
41764	Austria	REMINGTON
74207	Austria	REMINGTON
6475	Belarus	REMINGTON
580117	Benelux	EXPRESS
99303	Benelux	POWER PISTON
315804	Benelux	REMINGTON
98650	Benelux	REMINGTON
98651	Benelux	REMINGTON
99281	Benelux	REMINGTON
99287	Benelux	REMINGTON UMC
65258-A	Bolivia	REMINGTON
816093091	Brazil	REMINGTON
003360580	Brazil	REMINGTON
003240363	Brazil	REMINGTON
827307241	Brazil	TRINYTE
TMA701,604	Canada	BULLET Design
TMA545,584	Canada	CONQUEST
TMA720,656	Canada	CUSTOM CARRY
TMA548,072	Canada	DISINTEGRATOR
TMA733,807	Canada	DROP-DEAD BETTER
TMA382,702	Canada	DUPLEX
TMA720,267	Canada	ECHO
TMA730,154	Canada	ELITE HUNTER
TMA733,840	Canada	EXCURSION
TMA495,982	Canada	GUN CLUB
TMA545,583	Canada	IDEAL
TMA711,662	Canada	PETERS
154692	Canada	POWER PISTON
TMA587,761	Canada	POWER-LOKT
TMA736,422	Canada	POWER LEVEL
TMA710,896	Canada	PREMIER CORE-LOKT ULTRA BONDED
TMA497,716	Canada	R
TMA683,782	Canada	REM DRI
TMA425,948	Canada	REMINGTON
TMDA20942	Canada	REMINGTON
468,948	Canada	REMINGTON
TMA489,314	Canada	REMINGTON

TMA669,968	Canada	REMINGTON
TMA681,490	Canada	REMINGTON
TMDA16221	Canada	REMINGTON UMC & Red Ball Design
TMA524,720	Canada	REM-LITE
TMA524,724	Canada	REM-TECH
TMA717,940	Canada	REMTECH 2.0
TMA386507	Canada	SHUR SHOT
TMA681,491	Canada	STS
TMA698,747	Canada	SWIFT-LOKT
TMA710,596	Canada	ULTRA BONDED
TMA555,666	Canada	VORTEX
TMA487129	Canada	WONDERLUBE
407542	Chile	REMINGTON
561.620	Chile	REMINGTON
606867	Chile	REMINGTON
1562990	China P.R.	ETRONX
4575394	China P.R.	PETERS
630750	China P.R.	REMINGTON
630807	China P.R.	REMINGTON
630825	China P.R.	REMINGTON
105.703	Colombia	REMINGTON
2640	Colombia	REMINGTON
6464961	Community Trademark	COPPER SOLID
6530869	Community Trademark	ELITE SKINNER
1443589	Community Trademark	ETRONX
4367868	Community Trademark	PETERS
001869726	Community Trademark	POWER-LOKT
004954871	Community Trademark	PREMIER CORE-LOKT ULTRA BONDED
64634	Community Trademark	REMINGTON
001871995	Community Trademark	REMINGTON
001868033	Community Trademark	REMINGTON ULTRA
6201032	Community Trademark	SHOOT LIKE A GIRL… IF YOU CAN
4314548	Community Trademark	TRINYTE
004907507	Community Trademark	ULTRA BONDED
168404	Costa Rica	REMINGTON
21743	Costa Rica	REMINGTON
3812	Costa Rica	REMINGTON
190,834	Czech Republic	REMINGTON
VR 1967 00566	Denmark	POWER PISTON
168/1962	Denmark	REMINGTON
4394/1975	Denmark	REMINGTON
2612	Dominican Republic	REMINGTON
36	Egypt	REMINGTON
200,172	Finland	EXPRESS
221597	Finland	POWER-LOKT

221596	Finland	REMINGTON
223667	Finland	REMINGTON – ULTRA
1471364	France	CORE-LOKT
95573376	France	EXPRESS
1471365	France	KLEANBORE
1354441	France	POWER PISTON
1471363	France	POWER-LOKT
1223308	France	REMINGTON
1471368	France	REMINGTON
1630467	France	REMINGTON
1471367	France	SHUR SHOT
39522063	Germany	EXPRESS
1093458	Germany	PETERS
835604	Germany	POWER PISTON
348084	Germany	REMINGTON
869020	Germany	REMINGTON
928,260	Germany	REMINGTON
915172	Great Britain	KLEANBORE
896507	Great Britain	POWER PISTON
747428	Great Britain	REMINGTON
2023571	Great Britain	REMINGTON
1005010	Great Britain	REMINGTON
753173	Great Britain	REMINGTON
142885	Greece	EXPRESS
35834	Greece	POWER PISTON
14337	Greece	REMINGTON
49834	Greece	REMINGTON
12409	Guatemala	REMINGTON
64504	Honduras	REMINGTON
04780	Hong Kong	REMINGTON
17800	Israel	REMINGTON
659,603	Italy	REMINGTON
590093	Italy	REMINGTON
8554	Jamaica	REMINGTON
237870	Japan	REMINGTON
0416557	Japan	REMINGTON
1453053	Japan	SHUR SHOT
4909352	Japan	TRINYTE
5377	Kazakstan	REMINGTON
97799	Lebanon	REMINGTON
18989/195	Liberia	REMINGTON
M/31841	Malaysia	REMINGTON
M/85845	Malaysia	REMINGTON
95/03574	Malaysia	REMINGTON
952523	Malaysia	PETERS
20059	Mexico	REMINGTON

291554	Mexico	REMINGTON
910051	Mexico	REMINGTON
995,340	Mexico	REMINGTON (Stylized)
943760	Mexico	REMINGTON (Stylized)
64421	Mexico	SHUR SHOT
894549	Mexico	STS
63761	New Zealand	KLEANBORE
131933	New Zealand	REMINGTON
1488	Nicaragua	REMINGTON
172.880	Norway	EXPRESS
70691	Norway	POWER PISTON
132892	Norway	REMINGTON
15821	O.A.P.I	REMINGTON
31733	Pakistan	REMINGTON
74150	Pakistan	REMINGTON
8882	Panama	REMINGTON
280055	Paraguay	REMINGTON
218595	Paraguay	REMINGTON
00076920	Peru	REMINGTON
R-98155	Poland	REMINGTON
160158	Portugal	REMINGTON
11210	Puerto Rico	REMINGTON
142128	Russian Federation	REMINGTON
51325	Serbia-Montenegro	REMINGTON
41062	Singapore	REMINGTON
41063	Singapore	REMINGTON
1482/95	Singapore	REMINGTON
T59/25174	Singapore	REMINGTON
181110	Slovak Republic	REMINGTON
59/1189	South Africa	KLEANBORE
296/21	South Africa	REMINGTON (Stylized)
258978	South Korea	REMINGTON
50-2001-3958	South Korean	REMINGTON
2345539	Spain	POWER-LOKT
107312	Spain	REMINGTON
1947427	Spain	REMINGTON
2345541	Spain	REMINGTON
2345540	Spain	REMINGTON ULTRA
120082	Spain	POWER PISTON
183624	Sweden	REMINGTON
469.107	Switzerland	ETRONX
442537	Switzerland	EXPRES
348.376	Switzerland	POWER PISTON
408457	Switzerland	REMINGTON
300058	Switzerland	REMINGTON
734414	Taiwan	REMINGTON (Stylized)

TM55373	Thailand	REMINGTON
131225	Turkey	REMINGTON

Trademark Applications:

APPLICATION NUMBER	COUNTRY/STATE	TRADEMARK
1,412,769	Canada	ARMORLOKT
1,374,525	Canada	COPPER SOLID
1,377,815	Canada	ELITE SKINNER
1,296,267	Canada	F.A.S.T.
1,296,266	Canada	FAST ACTION SOFT TOUCH
1,374,526	Canada	GOLDEN SABER
1,387,827	Canada	PREMIER
1,267,712	Canada	REMINGTON
1,347,964	Canada	REMINGTON
1,437,646	Canada	REMINGTON UMC
1,437,647	Canada	REMINGTON UMC
1,360,858	Canada	SHOOT LIKE A GIRL…IF YOU CAN!
1,437,644	Canada	SUPER SLUG
1,437,645	Canada	SUPER SLUG
1,319,827	Canada	TANGO
1,371,288	Canada	THE VETERAN
1,249,288	Canada	TRINYTE
1,330,600	Canada	WHITETAIL PTO
1,460,568	Canada	WINGMASTER
1299774	Canada	WOODSMASTER
1,319,828	Canada	ZULU
7256688	Community Trademark	ARMORLOKT
5595285	Community Trademark	DROP-DEAD BETTER
6464952	Community Trademark	GOLDEN SABER
8282329	Community Trademark	REMINGTON UMC
8282361	Community Trademark	REMINGTON UMC
8282394	Community Trademark	SUPER SLUG
8347239	Community Trademark	SUPER SLUG
7415466	Community Trademark	ULTRA MAG
8134413	Community Trademark	WINGMASTER

D. Remington Arms Company, Inc.

Registered Trademarks:

REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
1974/01985	Denmark	REMINGTON

12485	El Salvador	REMINGTON
714454	Italy	EXPRESS
898380	Italy	REMINGTON
12980	Ukraine	REMINGTON
12,841	Venezuela	REMINGTON
20,914	Venezuela	REMINGTON

EXHIBIT C
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Dated as of July 29, 2009

COPYRIGHTS

Owned by RA Brands, L.L.C.:

Reg. No.	Registered	Description
TX-4-508-826	April 8, 1997	Remington Arms Company, Inc.: a Vision for American Industrial Enterprise"
TX-4-623-182	March 25, 1998	Remington Country
TX-5-502-022	April 10, 2001	www.remington.com
TX-5-549-172	July 13, 2001	www.remington.com: July 2000
TX-5-594-362	August 15, 2002	www.remington.com: 08/01/02
TX-5-629-853	February 1, 2001	Remington Arms Guide to Shooting and Hunting Safety
TX-5-629-854	October 31, 2001	www.remington.com
TX-5-852-739	August 1, 2002	The Remington Guide to Shotgun Basics
VA-846-724	April 3, 1997	Fish logo
VA-1-167-453	June 11, 2002	Remington Artwork (3 CD-ROMs)
VAU-114-907	August 11, 1987	Remington Marsh Grass

COPYRIGHT APPLICATIONS

None

EXHIBIT D
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Dated as of July 29, 2009

INTELLECTUAL PROPERTY LICENSES

COMPANY	APPLICABLE INTELLECTUAL PROPERTY	AGREEMENT	LICENSOR	SCOPE OF LICENSE
Remington	Camouflage Patterns	License Agreement -- 8/18/07	Jordan Outdoor	Firearms/Parts
Remington	Camouflage patterns and designs	License Agreement -- 12/20/07	Haas Outdoor	Trademark/Copyright license for camouflage patterns on stocks, forends, guns and barrels
Remington	NRA Logos	License Agreement -- 7/25/05	NRA	Shotguns/Rifles
Remington	Remington's use of Boone and Crockett Club's trademarks for Model 700 CDL B&C ™ in various calibers	License Agreement -- 2/6/07	Boone & Crocket	Remington license to use Boone and Crockett ™; Boone and Crockett Club ™; Fair Chase and Conservation . . . Since 1887 ™ and Boone and Crockett Club and Medallion ™
Remington	Ducks Unlimited Logo and Name	Trademark License Agreement -- 12/30/07	Ducks Unlimited	Preferred vendor agreement for with trademark license for Firearms
Remington	Patent Number 6,301,817	License Agreement -- 8/8/04	Hogue	License for the use of of patent entitled Long Gun Stock
Remington	Patent Number 6,550,174: Short-Action Firearm for High-Power Firearm Cartridge; and Patent Number 6,595,138: High-Power Firearm Cartridge	Non-Exclusive License Agreement -- 2/1/06	Jamison	License under patents to manufacture, have manufactured for it, use, sell, offer to sell and import ammunition and firearms covered by one or more unexpired claims of the patents.
Remington	Name and corporate logo	License/Sponsorship -- 9/26/06	Rocky Mountain Elk Foundation	RMEF Rifle

Remington	Name	Endorsement Agreement -- 12/30/08	Byron South	Limited edition AR Platform Rifle
Remington	Tungsten-Bronze-Iron	Licensing Agreement -- 1/1/06	INTC	Obtain licenses to inventions, know how and patents
Remington	shotshells	License Agreement -- 4/1/03	Nippo Koygo	Trademark License for loaded and empty shotshells sold in Japan
Marlin Firearms			Jordan Outdoor*	
H&R 1871			Jordan Outdoor*	