

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)/Execution Date(s):

Savage Arms, Inc.

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

Citizenship (see guidelines) DE

Execution Date(s) May 28, 2010

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes

☐ Yes
☒ No

Name: GMAC Commercial Finance LLC

Internal
Address: _____

Street Address: 500 West Madison Street, Suite 3130

City: Chicago

State: IL

Country: USA

Zip: 60661

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other LLC DE ☐ Citizenship

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:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Amendment No. 1 to Assignment and Grant of Security Interest in Patents and Trademarks as Recorded with respect to Trademarks on 9/10/04, Reel 002938, Frame 0786 and with respect to Patents on 9/14/04, Reel 015139, Frame 0029

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

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

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

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: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwers.com

6. Total number of applications and registrations involved:

7

7. Total fee (\$7 CFR 2.6(b)(6) & 3.41) \$190 -

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

8. Payment Information:

a. Credit Card

Last 4 Numbers 5683

Expiration Date 10/12

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature:

Signature

Kareem Ansley
Name of Person Signing

Date

Total number of pages including cover sheet, attachments, and document. 7

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$190.00 0595392

700444369

TRADEMARK
REEL: 004268 FRAME: 0204

**EXHIBIT A
TO
AMENDMENT NO.1 TO ASSIGNMENT AGREEMENT**

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>
DESIGN	595,392	USA	09/21/1954
FOUR-TENNER	803,629	USA	02/08/1966
FOX stylized	595,060	USA	09/14/1954
SAVAGE and design	100,629	USA	10/20/1914
SAVAGE and design	595,393	USA	09/21/1954
SAVAGE stylized	595,059	USA	09/14/1954
STEVENS	91,391	USA	04/29/1913

PATENTS AND PATENT APPLICATIONS

<u>Application or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Description</u>
6,516,549	USA	2/11/2003	Improved muzzleloading firearm
6,553,706	USA	4/29/2003	Sear and step trigger assembly having a secondary sear block

**AMENDMENT NO. 1 TO
ASSIGNMENT AND GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

AMENDMENT NO. 1 TO ASSIGNMENT AND GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (this "Amendment") made as of this 28th day of May, 2010, among SAVAGE ARMS, INC. (the "Pledgor"), having its chief executive office at 100 Springdale Road, Westfield, Massachusetts 01085 ("Debtor"), WELLS FARGO BANK, NATIONAL ASSOCIATION (successor-by-merger to Wachovia Bank, National Association), having an office at One Wachovia Center, 301 South College Street, Charlotte, North Carolina 28288, as existing Administrative Agent (the "Existing Administrative Agent"), and GMAC COMMERCIAL FINANCE LLC, having an office at 500 West Madison Street, Suite 3130, Chicago, Illinois 60661, as successor Administrative Agent ("Successor Administrative Agent").

WITNESSETH:

WHEREAS, Debtor and Existing Administrative Agent entered into the Assignment and Grant of Security Interest in Patents and Trademarks, recorded in the United States Patent and Trademark Office with respect to Trademarks on September 10, 2004 at Reel 002938, Frame 0786 and with respect to Patents on September 14, 2004 at Reel 015139 and Frame 0029 (as the same may now exists or may hereafter be amended, modified, renewed, extended or supplemented, the "Assignment Agreement"), pursuant to which Debtor granted to Existing Administrative Agent a security interest in and to the Patents and Trademarks (each as defined in the Assignment Agreement);

WHEREAS, Existing Administrative Agent, as agent for certain lenders, has entered into financing arrangements with Debtor and certain of its affiliates pursuant to a Credit Agreement dated as of September 10, 2004 (as amended, modified, supplemented or restated from time to time, the "Existing Credit Agreement") and various documents, instruments, notes, mortgages, guaranties and agreements delivered in connection therewith (all of the foregoing, as the same may now exist or may hereafter be amended, modified, renewed, extended or supplemented, are collectively referred to herein as the "Existing Agreements");

WHEREAS, in connection with the amendment and restatement of the Existing Agreements, Existing Administrative Agent has resigned as Administrative Agent and Successor Administrative Agent has been appointed as successor Administrative Agent;

WHEREAS, Debtor and certain of its affiliates have requested that that Successor Administrative Agent amend and restate the Existing Credit Agreement, all as more particularly set forth in the Amended and Restated Credit Agreement, dated as of the date hereof (as amended, modified, supplemented or restated from time to time, the "Credit Agreement") and various documents, instruments, notes, mortgages, guaranties and agreements delivered in connection therewith (all of the foregoing, together with this Amendment, as the same may now exist or may hereafter be amended, modified, renewed, extended or supplemented, are collectively referred to herein as the "Agreements"); and

WHEREAS, in order to induce Successor Administrative Agent to continue to provide financing arrangements to Debtor and to further evidence Successor Administrative Agent's security interest in the Patents and Trademarks, the parties hereto have agreed to enter into this Amendment.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Interpretation. For purposes of this Amendment, unless otherwise defined herein, all capitalized terms used herein which are defined in the Assignment Agreement shall have the meaning given to such terms in the Assignment Agreement.

2. Successor Administrative Agent. The Administrative Agent under the Assignment Agreement is hereby amended to mean GMAC Commercial Finance, LLC, as the Administrative Agent.

3. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Assignment Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Assignment Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof.

4. Entire Agreement. This Amendment contains the entire agreement of the parties hereto with respect to the subject matter hereof.


5. Binding Effect. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by telecopy or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telecopy or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

SAVAGE ARMS, INC.
as Debtor

By: 
Name: Ronald Coburn
Title: Chief Executive Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION,
successor by merger to Wachovia Bank, National
Association, as Existing Administrative Agent

By: _____
Name: _____
Title: _____

GMAC COMMERCIAL FINANCE, LLC,
as Successor Administrative Agent

By: _____
Name: _____
Title: _____

[Signature Page to Amendment No. 1 to Assignment Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

SAVAGE ARMS, INC.
as Debtor

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION,
successor by merger to Wachovia Bank, National
Association, as Existing Administrative Agent

By: Katherine A. Harkness
Name: Katherine A. Harkness
Title: Managing Director

GMAC COMMERCIAL FINANCE, LLC,
as Successor Administrative Agent

By: _____
Name: _____
Title: _____

[Signature Page to Amendment No. 1 to Assignment Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.


SAVAGE ARMS, INC.
as Debtor

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION,
successor by merger to Wachovia Bank, National
Association, as Existing Administrative Agent

By: _____
Name: _____
Title: _____

GMAC COMMERCIAL FINANCE, LLC,
as Successor Administrative Agent

By:  _____
Name: Diana L. Soto
Title: Director

[Signature Page to Amendment No. 1 to Assignment Agreement]