

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |                |
|------------------------------|----------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT |
| <b>NATURE OF CONVEYANCE:</b> | MERGER         |
| <b>EFFECTIVE DATE:</b>       | 10/12/2009     |

**CONVEYING PARTY DATA**

| Name                 | Formerly | Execution Date | Entity Type                         |
|----------------------|----------|----------------|-------------------------------------|
| DA Acquisitions, LLC |          | 10/06/2009     | LIMITED LIABILITY COMPANY: DELAWARE |

**RECEIVING PARTY DATA**

|                        |                              |
|------------------------|------------------------------|
| <b>Name:</b>           | Remington Arms Company, Inc. |
| <b>Street Address:</b> | 870 Remington Drive          |
| <b>City:</b>           | Madison                      |
| <b>State/Country:</b>  | NORTH CAROLINA               |
| <b>Postal Code:</b>    | 27025-0700                   |
| <b>Entity Type:</b>    | CORPORATION: DELAWARE        |

**PROPERTY NUMBERS Total: 7**

| Property Type        | Number  | Word Mark   |
|----------------------|---------|-------------|
| Registration Number: | 3257281 | TACTICAL 20 |
| Registration Number: | 3257280 | 20 TACTICAL |
| Registration Number: | 3257279 | 423 DAKOTA  |
| Registration Number: | 3349403 | PPC         |
| Registration Number: | 2009886 | DAKOTA      |
| Registration Number: | 1419124 | PPC         |
| Registration Number: | 3287922 | 20 VARTARG  |

**CORRESPONDENCE DATA**

Fax Number: (804)698-2230  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 804.775.1166  
 Email: jppeyton@mcguirewoods.com  
 Correspondent Name: Janet P. Peyton

**900188374**

**TRADEMARK  
 REEL: 004514 FRAME: 0670**

**OP \$190.00 3257281**

Address Line 1: 901 E Cary Street  
Address Line 4: Richmond, VIRGINIA 23219-4030

NAME OF SUBMITTER: Janet P. Peyton

Signature: /Janet P. Peyton/

Date: 04/04/2011

**Total Attachments: 5**

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**CERTIFICATE OF MERGER OF  
DA ACQUISITIONS, LLC  
INTO  
REMINGTON ARMS COMPANY, INC.**

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned corporation executed the following Certificate of Merger:

**FIRST:** The name of the surviving corporation is REMINGTON ARMS COMPANY, INC., a Delaware corporation ("Remington"), and the name of the limited liability company being merged into this surviving corporation is DA Acquisitions, LLC, a Delaware limited liability company ("DAA").

**SECOND:** A plan and agreement of merger dated as of October 6, 2009 among the constituent entities (the "Merger Agreement", a copy of which is attached as Exhibit A) has been approved, adopted, certified, executed and acknowledged by Remington and DAA.

**THIRD:** The name of the surviving entity is Remington Arms Company, Inc. (the "Surviving Entity").

**FOURTH:** The merger is to become effective on October 12, 2009.

**FIFTH:** The Certificate of Incorporation of the Surviving Entity shall be the Certificate of Incorporation of Remington.

**SIXTH:** The Merger Agreement is on file at the offices of the Surviving Entity located at 870 Remington Drive, Madison, NC, 27025. A copy of the Agreement of Merger will be furnished by the corporation on request, without cost, to any stockholder of any constituent corporation or member of any constituent limited liability company.

**IN WITNESS WHEREOF**, said corporation has caused this certificate to be signed by an authorized officer, the 12th day of October, 2009.

By: /s/ Stephen P. Jackson, Jr.  
Name: Stephen P. Jackson, Jr.  
Title: CFO and Treasurer

## AGREEMENT AND PLAN OF MERGER

Agreement and Plan of Merger (this "Agreement") dated as of October 6, 2009, by and between DA Acquisitions, LLC, a Delaware limited liability company ("DAA"), and Remington Arms Company, Inc., a Delaware corporation ("Remington").

WHEREAS, Remington owns beneficially and of record 100% of the outstanding limited liability company membership interests (the "Interests") of DAA;

WHEREAS, pursuant to Sections 251 and 264 of the Delaware General Corporation Law (the "DGCL") and Section 18-209 of the Delaware Limited Liability Company Act (the "Act"), the Boards of Directors of each of DAA and Remington deem it advisable and in the best interest of the respective companies that DAA merge with and into Remington on the terms and subject to the conditions set forth herein and in accordance with the laws of the State of Delaware (the "Merger"); and

WHEREAS, pursuant to Section 18-209 of the Act, Remington, as the sole member of DAA, by execution of this Agreement, hereby consents to DAA entering into the transactions contemplated hereby.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

### Section 1

#### Effect of Merger; Manner and Bases of Converting Common and Preferred Stock

A. At the Effective Time (as defined in Section 2 below), DAA will be merged with and into Remington, the separate existence of DAA (except as may be continued by operation of law) will cease, and Remington will continue as the surviving entity, all with the effects provided by applicable law.

B. At the Effective Time, by virtue of the Merger and without any further action on the part of DAA or Remington, all of the Interests shall be canceled and retired and shall cease to exist and no stock of Remington, as the surviving entity, or other consideration shall be delivered in exchange therefor.

### Section 2

#### Effective Time

This Merger shall become effective when the Secretary of State of Delaware accepts the certificate of merger with respect to the Merger or at such other later date as the parties hereto specify (the "Effective Time").

### Section 3

#### Organizational Documents; Managers

- A. The Certificate of Incorporation of Remington in effect at the Effective Time will govern the surviving entity, unless and until it is amended as provided by law.
- B. The By-Laws of Remington will govern the surviving entity, unless and until they are amended as provided therein.
- C. The directors and officers of Remington immediately prior to the Effective Time will be the directors and officers of the surviving entity and will hold such offices in accordance with the surviving entity's governing and constituent documents.

### Section 4

#### Miscellaneous

- A. *Binding Effect of Agreement.* Nothing in this Agreement, express or implied, is intended to confer on any party, other than the parties hereto and their respective permitted assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement, and no person who is not a party to this Agreement may rely on the terms except as otherwise set out. This Agreement (1) constitutes the entire agreement between the parties relating to the subject matter hereof and (2) supersedes all previous understandings and agreements between the parties relating to the subject matter hereof, both oral and written. The terms and conditions of this Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the parties hereto.
- B. *Assignment.* No party to this Agreement may assign its rights or delegate its obligations hereunder without the prior written consent of each party. Any such attempted assignment will be void *ab initio*. Subject to the preceding sentences, this Agreement will be binding on and inure to the benefit of the parties and their respective successors and assigns.
- C. *Amendment of Agreement.* This Agreement may be amended or modified only by written instrument duly executed by each of the parties hereto.
- D. *Applicable Law.* This Agreement is made pursuant to, will be construed under, will be enforced by, and will be conclusively deemed for all purposes to have been executed and delivered under the laws of the state of Delaware without reference to conflicts of laws.
- E. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which will constitute one instrument.
- F. *Severability.* If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected thereby, and in lieu of the illegal, invalid, or unenforceable provision, there will be added automatically as

a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be legal, valid, and enforceable.

G. *Waiver.* No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and executed by all the parties hereto. Any waiver by any party hereto of a breach or failure to perform will not constitute a waiver of any subsequent breach or failure.

H. *Further Assurances.* The parties agree to take further actions and execute and deliver other documents, certificates, agreements, and other instruments as may be reasonably necessary or desirable to implement transactions contemplated by this Agreement.

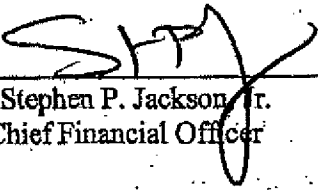
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IN WITNESS WHEREOF, the undersigned have each caused this Agreement to be executed and delivered by a duly authorized person to be effective as of the date first stated above.

**DA ACQUISITIONS, LLC**

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

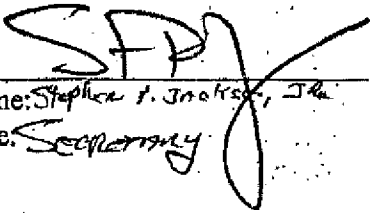
**REMINGTON ARMS COMPANY, INC.**

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

**Secretary's certification pursuant to Section 251(f) of the Delaware General Corporation Law.**

I, Stephen P. Jackson, Jr., the Secretary of Remington hereby certify as follows:

- a. This Agreement was adopted by a vote of the Board of Directors of Remington and without any vote by the stockholders of Remington pursuant to Section 251(f) of the DGCL.
- b. This Agreement has been adopted pursuant to the first sentence of Section 251(f) of the DGCL, and this Agreement satisfies the conditions set forth in that sentence.

By:   
Name: Stephen P. Jackson, Jr.  
Title: Secretary