

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Colt Defense LLC		02/18/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Colt's Manufacturing Company LLC		
Street Address:	545 New Park Avenue		
City:	West Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06110		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3877963	RAPIDRANGE	
CORRESPONDENCE DATA			
Fax Number:	(860)632-8269		
Phone:	860-632-7200		
Email:	engel@mkgip.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	R. Michaud, Michaud-Kinney Group LLP		
Address Line 1:	306 Industrial Park Road		
Address Line 2:	Suite 206		
Address Line 4:	Middletown, CONNECTICUT 06457		
ATTORNEY DOCKET NUMBER:	1256-0060		
NAME OF SUBMITTER:	Richard R. Michaud		
Signature:	/Richard R. Michaud/		

CH \$40.00 3877963

Date:

01/05/2012

Total Attachments: 3

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## AGREEMENT AND ASSIGNMENT

THIS AGREEMENT AND ASSIGNMENT ("Assignment") is made effective as of January 1, 2011 by and among COLT DEFENSE LLC ("Assignor"), COLT'S MANUFACTURING COMPANY LLC ("Assignee"), and RAPID RANGE LLC ("Rapid").

WHEREAS, Assignor and Rapid are parties to a certain Exclusive Manufacturing Agreement, dated as of February 18, 2009, as amended by a First Amendment to Exclusive Manufacturing Agreement dated as of April 30, 2010 (collectively, the "Agreement"); and

WHEREAS, Assignor is the owner of the "RAPIDRANGE" trademark (the "Mark"), an invention entitled the "PORTABLE FIRING BERM" (the "Patent") and other intellectual property and goodwill pertaining thereto that is symbolized by the Mark ("the Property") all as described in Exhibit A; and

WHEREAS, Assignor desires to convey, transfer, assign, and deliver, to Assignee all of its right, title, and interest in and to the Agreement, the Mark, the Patent and the Property, Assignee is willing to accept such conveyance, transfer, assignment and delivery, and Rapid is willing to consent thereto and, in connection therewith, to agree to the terms of this Agreement and Assignment;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Assignor hereby conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Agreement, the Mark, the Patent and the Property, together with (1) the goodwill relating to the Products in respect upon which the Marks are used and for which they are registered; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Mark and the Patent, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark and the Patent; and (3) all rights to sue for past, present and future infringements or misappropriations of the Mark and the Patent.
2. Assignor acknowledges receipt of \$31,823 in full and complete payment for the conveyances, transfers, assignments and deliveries described in paragraph 1 above.
3. Rapid hereby consents to the conveyances, transfers, assignments and deliveries described in paragraph 1.
4. Assignee and Rapid agree that they will immediately cease using all marketing or promotional materials that contain the two words together "COLT" and "DEFENSE" and will cause any third parties to whom they have given any such marketing or promotional materials for the purpose of marketing or promoting "RAPIDRANGE" products to do the same. All such marketing and promotional materials will be destroyed within a reasonable time after the execution of this Agreement.
5. Assignee and Rapid agree that from and after the effective date of this Agreement and Assignment they shall be solely responsible for the Agreement, the Mark, the Patent, and the Property and they jointly and severally release and discharge Assignor from any

existing or future claim, liability or obligation, known or unknown, matured or unmatured, at law or in equity, of every type, arising under or in connection with the Agreement, the Mark, the Patent or the Property and agree to indemnify, defend and hold Assignor harmless from and against any and all claims, liability, demands, loss or damages that arise in the future with regard to the Agreement, the Mark, the Patent or the Property or any act or omission of Assignor with respect thereto at any time.

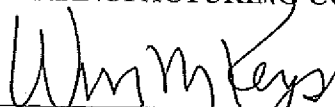
6. Notwithstanding the preceding provisions of this Agreement and Assignment, Assignor covenants that it will, at Assignee's expense, execute all documents, papers, forms and authorizations and take all other actions that may reasonably be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Agreement, the Mark, the Patent and the Property.

IN WITNESS WHEREOF, Assignor, Assignee and Rapid have duly executed under seal and delivered this Agreement and Assignment, as of the day and year first above written.

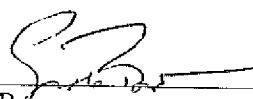
**COLT DEFENSE LLC**

By:   
Gerald R. Dinkel  
President & Chief Executive Officer

**COLT'S MANUFACTURING COMPANY LLC**

By:   
LTGEN Wm. M. Keys, USMC (Ret.)  
President & Chief Executive Officer

**RAPID RANGE LLC**

By:   
Scott Bavaro  
Manager

**EXHIBIT A****TRADEMARK**

Application pending in the U.S. Patent and Trademark Office

TRADEMARK	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
RAPIDRANGE	77851878	10/19/2009	3877963	11/16/2010

**PATENT**

Applications pending in the U.S. Patent and Trademark Office

TITLE	SERIAL NO. & FILING DATE	PUBLICATION NO. & PUB. DATE
PORTABLE FIRING BERM	60/975,290 09/26/2007 12/238,965 09/26/2008	Pub. No. 2009-0102130 04/23/2009
PORTABLE FIRING BERM	12/802,643 06/10/2010	Pub. No. 2010/0327531 12/30/2010

**OTHER PROPERTY**

All rights under and to a certain Exclusive Manufacturing Agreement, entered into and made effective as of February 18, 2009, by and between Colt Defense LLC and Rapid Range LLC, as amended by a certain First Amendment to Exclusive Manufacturing Agreement, dated as of April 30, 2010.