TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FLEET CAPITAL CORPORATION (AS SUCCESSOR IN INTEREST TO FLEET NATIONAL BANK, FORMERLY KNOWN AS BANK		12/18/2003	financial instution: UNITED
BOSTON, N.A. AND THE FIRST NATIONAL BANK OF BOSTON)			

RECEIVING PARTY DATA

Name:	COLT'S MANUFACTURING COMPANY LLC
Street Address:	545 NEW PARK AVE
City:	WEST HARTFORD
State/Country:	CONNECTICUT
Postal Code:	06110
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	NEW COLT HOLDING CORP.
Street Address:	545 NEW PARK AVE.
City:	WEST HARTFORD
State/Country:	CONNECTICUT
Postal Code:	06110
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	1696913	ANACONDA
Registration Number:	0821005	BANKERS SPECIAL
Registration Number:	0651917	COBRA
Registration Number:	0736237	COLT
Registration Number:	0727440	COLT
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Registration Number:	1687665	COLT
Registration Number:	2873024	COLT CUP
Registration Number:	1599500	COLT
Registration Number:	1032950	COLT
Registration Number:	1971561	COLT
Registration Number:	2032392	COLT
Registration Number:	0052904	COLT
Registration Number:	0695146	COLT BUNTLINE SPECIAL .45
Registration Number:	0058249	COLT.
Registration Number:	0058278	COLT'S PT.F.A. MFG. CO. HARTFORD. CT. US
Registration Number:	0050584	COLT'S PT. F.A. MFG. CO. HARTFORD. CT. U
Registration Number:	1434644	COMBAT ELITE
Registration Number:	0406461	COMMANDER
Registration Number:	1686290	
Registration Number:	1711551	DELTA ELITE
Registration Number:	1969730	DETECTIVE SPECIAL
Registration Number:	2200851	
Registration Number:	2181358	DS-II
Registration Number:	0755785	FRONTIER SCOUT
Registration Number:	2008161	GOVERNMENT MODEL
Registration Number:	1980765	KING COBRA
Registration Number:	1790980	M1991A1
Registration Number:	0416686	MUSTANG
Registration Number:	1992727	NATIONAL MATCH
Registration Number:	0050585	(NEW SERVICE)
Registration Number:	1375755	OFFICER'S ACP
Registration Number:	0050460	POLICE-POSITIVE.
Registration Number:	0416687	PONY
Registration Number:	2181224	PONY POCKETLITE
Registration Number:	0795431	PYTHON
Registration Number:	1060720	
Registration Number:	0727441	
Registration Number:	0821006	
Registration Number:	0058277	
Registration Number:	0738097	
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	0834947	STAGECOACH
Registration Number:	0753166	THE FRONTIER
Registration Number:	3275579	COLT

CORRESPONDENCE DATA

Fax Number: 8602860115

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 860-286-2929

Email: TM-CT@cantorcolburn.com

Correspondent Name: Cantor Colburn, LLP
Address Line 1: 20 Church Street

Address Line 2: 22nd Floor

Address Line 4: Hartford, CONNECTICUT 06103

ATTORNEY DOCKET NUMBER:	CFL0001G
NAME OF SUBMITTER:	Curtis Krechevsky
Signature:	/Curtis Krechevsky/
Date:	06/25/2013

Total Attachments: 5

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RELEASE OF SECURITY INTEREST

This RELEASE OF SECURITY INTEREST (the "Release") is made and effective as of the date indicated below and is granted by FLEET CAPITAL CORPORATION (as successor in interest to Fleet National Bank, formerly known as BankBoston, N.A. and The First National Bank of Boston), on its own behalf and as agent for itself and certain Banks (as defined below) ("Fleet"), in favor of COLT DEFENSE LLC, a Delaware limited liability company ("Colt Defense"), COLT'S MANUFACTURING COMPANY LLC, a Delaware limited liability company formerly known as Colt's Manufacturing Company, Inc. ("CMC"), NEW COLT HOLDING CORP., a Delaware corporation ("New Colt") and HIGHBRIDGE/ZWIRN SPECIAL OPPORTUNITIES FUND, L.P., a Delaware limited partnership ("Highbridge" and, together with Colt Defense, CMC and New Colt, "Releasees").

WHEREAS, in order to secure financing, New Colt and CMC entered into certain credit arrangements with Fleet or its predecessors in interest including, without limitation, that certain Revolving Credit and Term Loan Agreement dated as of September 28, 1994, that certain Amended and Restated Revolving Credit and Term Loan Agreement dated as of December 23, 1998, and that certain Second Amended and Restated Revolving Credit and Term Loan Agreement dated as of November 28, 2001 (collectively, including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, New Colt and CMC entered into certain security agreements with Fleet or its predecessors in interest including, without limitation, that certain Security Agreement dated as of September 28, 1994, that certain Amended and Restated Security Agreement dated as of December 23, 1998, that certain Second Amended and Restated Security Agreement dated as of November 28, 2001, and that certain Second Amended and Restated Guarantor Security Agreement dated as of November 28, 2001 (collectively, the "Security Agreements") pursuant to which New Colt and CMC granted to Fleet or its predecessors in interest, as agent for itself and certain lending institutions party to the Credit Agreement and/or the Security Agreements from time to time (collectively, the "Banks") a security interest in and lien upon certain intellectual property of New Colt and CMC including, without limitation, the patents and patent applications set forth on Schedule A hereto (the "Patents"), the trademark registrations and applications set forth on Schedule B (the "Trademarks"), certain common law intellectual property rights, trade secrets and know-how, and certain intellectual property license agreements with third parties (all of the foregoing is collectively referred to as the "Colt Intellectual Property");

WHEREAS, certain of the Colt Intellectual Property was subsequently assigned to Colt Defense;

WHEREAS, the Patents and Trademarks were the subject of the following agreements and documents recorded with the United States Patent and Trademark Office (collectively, the "Security Documents"):

- Patent Assignment of Security dated as of November 28, 2001, recorded on January 2, 2002 at Reel 012418/Frame 0631-0636;

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- Patent Assignment of Security dated as of November 28, 2001, recorded on January 2, 2002 at Reel 012418/Frame 0637-0641;
- Amended and Restated Patent Collateral Assignment and Security Agreement dated as of December 23, 1998, recorded January 7, 1999 at Reel 9678/Frame 0541-0565;
- Trademark Collateral Assignment of Security dated as of November 28, 2001, recorded on January 2, 2002 at Reel 2413/Frame 0098-0106;
- Trademark Collateral Assignment of Security dated as of November 28, 2001, recorded on January 2, 2002 at Reel 2413/Frame 0107-0116;
- Amended and Restated Trademark Collateral Security and Pledge Agreement dated as of December 23, 1998, recorded on January 7, 1999 at Reel 1834/Frame 0592-0634;
- Amended and Restated Trademark Collateral Security and Pledge Agreement dated as of December 16, 1998, recorded on January 7, 1999 at Reel 1834/Frame 0111-0144;
- First Supplemental Trademark Collateral Security and Pledge Agreement dated as of February 28, 1996, recorded on July 5, 1996 at Reel 1478/Frame 0485-0495;
- Trademark Collateral Security and Pledge Agreement dated as of September 28, 1994, recorded on December 5, 1994 at Reel 1254/Frame 0429-0459; and
- Trademark Collateral Security and Pledge Agreement dated as of September 28, 1994, recorded on December 5, 1994 at Reel 1256/Frame 0381-0412; and

WHEREAS, Highbridge and Colt Defense have requested that Fleet release and discharge fully the security interest in and lien upon the Colt Intellectual Property and any other intellectual property owned or held by Colt Defense, New Colt or CMC, whether granted pursuant to the Credit Agreement, the Security Agreements, the Security Documents, or any other agreement or document (the "Security Interest"), and reassign to Colt Defense, New Colt or CMC, as applicable, all right, title and interest of Fleet and the Banks, if any, in and to the Colt Intellectual Property and any other intellectual property owned or held by Colt Defense, New Colt or CMC.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fleet, on its own behalf and as agent for the Banks, and their respective successors, legal representatives and assigns, hereby releases and discharges fully the Security Interest, and all other right, title and interest, if any, of Fleet and the Banks in and to the Colt Intellectual Property and any other intellectual property owned or held by Colt Defense, New Colt or CMC, whether conveyed pursuant to the Credit Agreement, the Security Agreement, the Security Documents, or any other agreement or document, and Fleet hereby reassigns to Colt Defense, New Colt or CMC, on its own behalf and as agent for the Banks, any and all such right, title and interest. Fleet further agrees to execute and deliver to Releasees any and all further documents or instruments and do any and all further acts which Releasees (or their respective agents, designees or assignees) reasonably request in order to

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confirm this Release and the right, title and interest of Colt Defense, New Colt or CMC, as applicable, or their respective assignees, in and to the Colt Intellectual Property and any other intellectual property owned or held by Colt Defense, New Colt or CMC, as applicable.

IN WITNESS WHEREOF, Fleet has caused this Release to be duly executed by its officer thereunto duly authorized as of the 10 years and the 10 years are sent as the sent and the sent at th

FLEET CAPITAL CORPORATION (as successor in interest to Fleet National Bank), on its own behalf and as agent for the Banks

Name: CYN THIT G. SMANAICH

Title: VICE PRESIDENT

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF COUNCILL

SS.:

COUNTY OF HAGE

On this 18th day of December 2003, before me, the undersigned, personally appeared Cynthic C. Stendard personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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SCHEDULE A

PATENTS

Active US Patents/Applications

Case No.	<u>Title</u>	Inventor	<u>Status</u>	App. No.	Patent No.
879-002992-US (PAR)	Rifle handguard assembly having outer shell with outer and inner linres	Tatro, H.	Issued	814,254	4,663,875
879-003229-US (PAR)	Reversible magazine catch assembly and method of making the same	Lishness, B. Scirica, P.	Issued	07/627,320	5,058,301
879-006368-US (PAR)	Four position firearm control selector	Robbins, L.	Issued	08/642,912	5,760,328
879-006416-US (PAR)	Gas operated firearm	Taylor, J.F. Harris, M.R.	Issued	08/670,661	5,726,377
879-006416-US (DOI)	Gas operated firearm	Taylor, J.F. Harris, M.R.	Issued	08/957,140	5,827,992
879-006880-US (PAR)	Gas operated firearm with clamp on gas block	Robbins, L.	Issued	08/925,960	5,945,626
879-007968-US (PAR)	Firearm magazine cartridge converter	Diagle, A.	Issued	09/190,693	6,070,352
879-010991-US (PAR)	Firearm adapter rail system	Battaglia, V.	Published	10/174,225	

SCHEDULE B

TRADEMARKS

CASE NO.	<u>TRADEMARK</u>		APPL. NO.	REG. NO.
879-001409-US(T2)	COMMANDO)	170,559	2,095,131
879-001713-US(TM)	MATCH TARGET		600,587	2,003,594
879-001484-US(TM)	HBAR		74/072,949	1,648,788
879-001398-US(TM)	AR-15		N/A	825,581
CASE NO.	TRADEMARK	<u>OWNER</u>	APPL. NO.	REG. NO.
879-001403-US(TM)	COLT AR-15 COLT AR-15	NCH	N/A	827,453
879-001405-US(TM)	AND DESIGN	NCH	N/A	830,862

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RECORDED: 06/25/2013

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