

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Colt Defense LLC		07/12/2013	LIMITED LIABILITY COMPANY: DELAWARE
New Colt Holding Corp.		07/12/2013	CORPORATION: DELAWARE
Colt's Manufacturing Company LLC		07/12/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Corland Capital Market Services LLC, as agent
Street Address:	225 W. Washington Street
Internal Address:	Suite 1450
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 76

Property Type	Number	Word Mark
Registration Number:	1696913	ANACONDA
Registration Number:	2181358	DS-II
Registration Number:	1790980	M1991A1
Registration Number:	3846637	ACE
Registration Number:	0821005	BANKERS SPECIAL
Registration Number:	4132994	CCR
Registration Number:	4089165	CCR
Registration Number:	0651917	COBRA
Registration Number:	0736237	COLT
Registration Number:	1687665	COLT

CH \$1915.00 1696913

Registration Number:	0827453	COLT AR-15
Registration Number:	0830862	COLT AR-15
Registration Number:	2874074	COLT
Registration Number:	2873024	COLT CUP
Registration Number:	3380438	COLT
Registration Number:	1599500	COLT
Registration Number:	1032950	COLT
Registration Number:	1971561	COLT
Registration Number:	2032392	COLT
Registration Number:	3275579	COLT
Registration Number:	3626346	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:	2843031	COMBAT COMMANDER
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:	0755785	FRONTIER SCOUT
Registration Number:	3692011	GOLD CUP
Registration Number:	3692012	
Registration Number:	2008161	GOVERNMENT MODEL
Registration Number:	1980765	KING COBRA
Registration Number:	3051391	MODEL P
Registration Number:	0416686	MUSTANG
Registration Number:	1992727	NATIONAL MATCH
Registration Number:	3423942	NEW AGENT
Registration Number:	0050585	(NEW SERVICE)
Registration Number:	1375755	OFFICER'S ACP
Registration Number:	3371068	OFFICERS MODEL

	3250181	PEACEMAKER
Registration Number:	0050460	POLICE-POSITIVE.
Registration Number:	0416687	PONY
Registration Number:	2181224	PONY POCKETLITE
Registration Number:	0795431	PYTHON
Registration Number:	3789242	RAIL GUN
Registration Number:	1060720	
Registration Number:	3377544	
Registration Number:	3501291	
Registration Number:	0821006	
Registration Number:	0058277	
Registration Number:	0738097	
Registration Number:	2777550	SINGLE ACTION ARMY
Registration Number:	3092123	SINGLE ACTION ARMY
Registration Number:	0834947	STAGECOACH
Registration Number:	0753166	THE FRONTIER
Registration Number:	0753165	THE PEACEMAKER
Registration Number:	2892485	VINCIT QUI PATITUR
Registration Number:	1648788	HBAR
Registration Number:	3866762	AR-15A4
Registration Number:	3777563	CGL
Registration Number:	0825581	AR-15
Registration Number:	3883182	M5
Registration Number:	2003594	MATCH TARGET
Registration Number:	2095131	COMMANDO
Serial Number:	85881643	PATRIAN DEFENSE
Serial Number:	85895404	PATRIAN DEFENSE
Registration Number:	4147415	LE901
Registration Number:	4321413	CM901
Serial Number:	85887374	50+ YEARS JUNGLE, SAND & SNOW
Serial Number:	85887377	50+ YEARS JUNGLE, SAND & SNOW

CORRESPONDENCE DATA

Fax Number: 2125935955

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

TRADEMARK
REEL: 005074 FRAME: 0550

Phone: 212-756-2132
Email: melissa.karp@srz.com
Correspondent Name: M. Karp c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	041598-0025
NAME OF SUBMITTER:	Melissa Karp (041598-0025)
Signature:	/kc for mk/
Date:	07/12/2013

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 12th day of July, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and Cortland Capital Market Services LLC, a Delaware limited liability company ("Cortland"), in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan Agreement dated even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Colt Defense LLC, a Delaware limited liability company ("Parent"), certain affiliates Parent, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Secured Parties, that certain Security Agreement, dated as of July 12, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License; provided, that, the Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the abandonment, voiding or cancellation, of such intent-to-use trademark applications under applicable federal law, it being understood that upon submission and acceptance by the PTO or an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver

an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT’S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A

JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

COLT DEFENSE LLC

By: 

Name: Gerald R. Dinkel

Title: President and Chief Executive Officer


NEW COLT HOLDING CORP.

By: 

Name: Gerald R. Dinkel

Title: President and Chief Executive Officer

COLT'S MANUFACTURING COMPANY
LLC

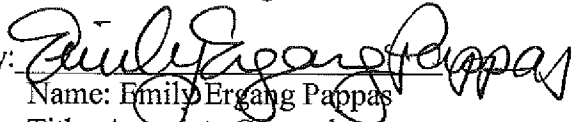
By: 

Name: Gerald R. Dinkel

Title: President and Chief Executive Officer

AGENT:

CORTLAND CAPITAL MARKET
SERVICES LLC, as Agent

By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademarks

Colt's Manufacturing Company LLC Trademarks

<u>Trademark</u>	<u>United States Registration Number</u>	<u>Int'l Class of Goods</u>
ANACONDA	1,696,913	13
DS-II	2,181,358	13
M1991A1	1,790,980	13

New Colt Holding Corp. Trademarks

<u>Trademark</u>	<u>United States Registration Number</u>	<u>Int'l Class of Goods</u>
ACE	3,846,637	13
BANKERS SPECIAL	821,005	13
CCR	4132994	13
CCR (Stylized)	4089165	13,25
COBRA	651,917	13
COLT	736,237	13
COLT	1,687,665	9
COLT AR-15	827,453	9
COLT AR-15 AND DESIGN	830,862	9
COLT (service mark)	2,874,074	37, 40, 42
COLT CUP	2,873,024	25
COLT and Design	3,380,438	13
COLT (STYLIZED C)	1,599,500	13
COLT (STYLIZED C)	1,032,950	14, 26
COLT (STYLIZED C)	1,971,561	18
COLT (STYLIZED C)	2,032,392	8

<u>Trademark</u>	<u>United States Registration Number</u>	<u>Int'l Class of Goods</u>
COLT (STYLIZED C)	3,275,579	25
COLT (STYLIZED C)	3,626,346	13
COLT AND DESIGN IN CIRCLE	52,904	13
COLT BUNTLINE SPECIAL 45	695,146	13
COLT.	58,249	13
COLT'S PT. F. A. MFG. CO. HARTFORD CT. U.S.A.	58,278	13
COLT'S PT. F. A. MFG. CO. HARTFORD CT. U.S.A.	50,584	13
COMBAT COMMANDER	2843031	13
COMBAT ELITE	1,434,644	13
COMMANDER	406,461	13
DELTA AND CIRCLE DESIGN	1,686,290	13
DELTA ELITE	1,711,551	13
DETECTIVE SPECIAL	1,969,730	13
DOME DESIGN	2,200,851	13
FRONTIER SCOUT	755,785	13
GOLD CUP	3,692,011	13
GOLD CUP (design)	3,692,012	13
GOVERNMENT MODEL	2,008,161	13
KING COBRA	1,980,765	13
MODEL P	3,051,391	13
MUSTANG	416,686	13
NATIONAL MATCH	1,992,727	13
NEW AGENT	3,423,942	13
(NEW SERVICE) IN PARENTHESES	50,585	13
OFFICER'S ACP	1,375,755	13
OFFICERS MODEL	3,371,068	13
PEACEMAKER	3,250,181	28

<u>Trademark</u>	<u>United States Registration Number</u>	<u>Int'l Class of Goods</u>
POLICE POSITIVE	50,460	13
PONY	416,687	13
PONY POCKETLITE	2,181,224	13
PYTHON	795,431	13
RAIL GUN	3,789,242	13
RAMPANT COLT DESIGN	1,060,720	14, 26
RAMPANT COLT DESIGN	3,377,544	13
RAMPANT COLT DESIGN	3,501,291	25
RAMPANT COLT DESIGN IN OVAL	821,006	13
RAMPANT COLT DESIGN ON GROUND	58,277	13
RAMPANT COLT SILHOUETTE DESIGN	738,097	13
SINGLE ACTION ARMY	2,777,550	13
SINGLE ACTION ARMY	3,092,123	28
STAGECOACH	834,947	13
THE FRONTIER	753,166	13
THE PEACEMAKER	753,165	13
VINCIT QUI PATITUR (ARMSMEAR CREST)	2892485	13, 37, 40

Colt Defense LLC Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
UNITED STATES	HBAR	74/072949	1648788	6/26/1990	6/25/1991	COLT DEFENSE LLC
UNITED STATES	AR-15A4	77/928418	3866762	2/4/2010	10/26/2010	COLT DEFENSE LLC
UNITED STATES	CGL	77/819169	3777563	9/3/2009	4/20/2010	COLT DEFENSE LLC
UNITED STATES	AR-15	72/253092	825581	8/25/1966	3/14/1967	COLT DEFENSE LLC
UNITED STATES	M5	77/023997	3883182	10/18/2006	11/30/2010	COLT DEFENSE LLC
UNITED STATES	MATCH TARGET	74/600587	2003594	11/18/1994	9/24/1996	COLT DEFENSE LLC

<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
UNITED STATES	COMMANDO	75/170559	2095131	9/23/1996	9/9/1997	COLT DEFENSE LLC
UNITED STATES	PATRIAN DEFENSE	85/881643		3/21/2013		COLT DEFENSE LLC
UNITED STATES	PATRIAN DEFENSE (Stylized) AND DESIGN	85/895404		4/4/2013		COLT DEFENSE LLC
UNITED STATES	LE901	85/183119	4147415		5/22/2012	COLT DEFENSE LLC
UNITED STATES	CM901	85/172621	4321413		4/16/2013	COLT DEFENSE LLC
UNITED STATES	50+ YEARS JUNGLE, SAND & SNOW (stylized) and DESIGN	85/887374				COLT DEFENSE LLC
UNITED STATES	50+ YEARS JUNGLE, SAND & SNOW (stylized) and DESIGN	85/887377				COLT DEFENSE LLC

Canadian Trademark Registrations/Applications

New Colt Holding Corporation

<u>Mark</u>	<u>Country</u>	<u>Registration No</u>	<u>Class</u>
COLT	CA	TMDA56264	6, 7, 9, 13
COLT	CA	TMA269,158	
HORSE DESIGN	CA	TMA449,706	
A RAMPANT COLT DESIGN	CA	TMDA055325	13
THE FRONTIER AND DESIGN	CA	TMA135,439	