

**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):

COLT DEFENSE LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Limited Liability Company

Citizenship: Delaware
Execution Date(s) July 12, 2013
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 No

Additional names, addresses, or citizenship attached?

Name: WELLS FARGO CAPITAL FINANCE, LLC

Internal Address:

Street Address: One Boston Place, 18th Floor

City: Boston

State: MA

Country: USA Zip: 02108

National Banking Association Citizenship: USA
 General Partnership Citizenship:
 Limited Partnership Citizenship:
 Corporation Citizenship:
 Limited Liability Company Citizenship: Delaware

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

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

A. Trademark Application No.(s) See Attached Schedule I

B. Trademark Registration No.(s) See Attached Schedule I

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: CT Lien Solutions

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@wolterskluwer.com

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1868
Expiration Date 06/15

b. Deposit Account Number
Authorized User Name:

9. Signature: Kareem Ansley July 12, 2013
Signature Date

Kareem Ansley
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$165.00 8588164

SCHEDULE I
to
AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<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	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

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

This AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment No. 1") 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 Wells Fargo Capital Finance, LLC, a Delaware limited liability company ("WFCF"), 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 Credit Agreement, dated as of September 29, 2011, as amended by Amendment No. 1 to Credit Agreement and Waiver, dated as of February 24, 2012, and Amendment No. 2 to Credit Agreement and Consent, dated as of March 22, 2013, Amendment No. 3 to Credit Agreement and Consent, dated as of June 19, 2013, and Amendment No. 4 to Credit Agreement, dated as of the date hereof (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, pursuant to the Security Agreement, dated as of September 29, 2011, among Parent, certain of its affiliates and Agent, Grantors delivered to Agent, for the benefit of Secured Parties, that certain Trademark Security Agreement, dated as of September 29, 2011 ("Trademark Agreement"), which was recorded with the United States Patent and Trademark Office on September 29, 2011 at Reel 4702 Frame 0106, pursuant to which Grantors granted to Agent a valid security interest in all of Grantors' then existing or thereafter acquired trademarks, trade names, trade styles, terms, service marks, designs and applications therefor and certain other trademark collateral, including, but not limited to, all of the foregoing described in Schedule I to the Trademark Agreement;

WHEREAS, Grantors, in addition to being the owners of the entire right, title and interest in and to the trademarks, trade names, trade styles, terms, service marks, designs and applications therefor described in Schedule I to the Trademark Agreement, have also adopted, used and are using, and are also the owners of the entire right, title, and interest in and to the trademarks, trade names, trade styles, terms, service marks, designs and applications therefor described in Exhibit A hereto and made a part hereof (collectively, the "New Trademarks"); and

WHEREAS, in order to induce Agent and Lenders to continue to make loans and advances and provide other financial accommodations to Borrowers pursuant to the Credit Agreement, Grantors hereby acknowledge and reaffirm the security interests heretofore granted by Grantors to Agent pursuant to the Trademark Agreement and, as a supplement thereto, have agreed to confirm the grant to Agent of certain collateral security as set forth herein.

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. Amendments to Schedule I. Without limiting the Trademark Collateral elsewhere described in the Trademark Agreement, Schedule I to the Trademark Agreement is hereby amended to include, in addition and not by way of limitation, the New Trademarks described in Schedule I attached hereto.
3. Effect of this Amendment No. 1. Except for the amendment and waiver expressly set forth herein no other changes or modifications to the Trademark Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment No. 1 conflicts with any term or provision of the Credit Agreement, the term or provision of the Credit Agreement shall control.
4. Counterparts. This Amendment No. 1 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 agreement. Delivery of an executed counterpart of this Amendment No. 1 by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment No. 1. Any party delivering an executed counterpart of this Amendment No. 1 by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment No. 1 but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment No. 1.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

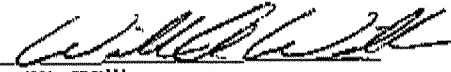
COLT DEFENSE LLC

By: 
Name: Gerald R. Dinkel
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC

By: 

Name: Willis Williams

Title: Authorized Signatory

Amendment No.1 to Trademark Security Agreement – Colt