

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601483

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cantor Fitzgerald Securities, As Administrative Agent		10/02/2020	General Partnership: NEW YORK
RECEIVING PARTY DATA			
Name:	FGI Operating Company, LLC		
Street Address:	870 Remington Drive		
City:	Madison		
State/Country:	NORTH CAROLINA		
Postal Code:	27026		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Barnes Bullets, LLC		
Street Address:	870 Remington Drive		
City:	Madison		
State/Country:	NORTH CAROLINA		
Postal Code:	27026		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Remington Arms Distribution Company, LLC		
Street Address:	870 Remington Drive		
City:	Madison		
State/Country:	NORTH CAROLINA		
Postal Code:	27026		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	FGI Holding Company, LLC		
Street Address:	870 Remington Drive		
City:	Madison		
State/Country:	NORTH CAROLINA		
Postal Code:	27026		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	RA Brands, L.L.C.		
Street Address:	870 Remington Drive		
City:	Madison		

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State/Country:	NORTH CAROLINA
Postal Code:	27026
Entity Type:	Limited Liability Company: DELAWARE
Name:	TMRI, Inc.
Street Address:	870 Remington Drive
City:	Madison
State/Country:	NORTH CAROLINA
Postal Code:	27026
Entity Type:	Corporation: DELAWARE
Name:	FGI Finance Inc.
Street Address:	870 Remington Drive
City:	Madison
State/Country:	NORTH CAROLINA
Postal Code:	27026
Entity Type:	Corporation: DELAWARE
Name:	Remington Outdoor Company, Inc.
Street Address:	870 Remington Drive
City:	Madison
State/Country:	NORTH CAROLINA
Postal Code:	27026
Entity Type:	Corporation: DELAWARE
Name:	Huntsville Holdings LLC
Street Address:	870 Remington Drive
City:	Madison
State/Country:	NORTH CAROLINA
Postal Code:	27026
Entity Type:	Limited Liability Company: DELAWARE
Name:	32E Productions, LLC
Street Address:	870 Remington Drive
City:	Madison
State/Country:	NORTH CAROLINA
Postal Code:	27026
Entity Type:	Limited Liability Company: DELAWARE
Name:	Great Outdoors Holdco, LLC
Street Address:	870 Remington Drive
City:	Madison
State/Country:	NORTH CAROLINA
Postal Code:	27026
Entity Type:	Limited Liability Company: DELAWARE

TRADEMARK

REEL: 007071 FRAME: 0881

Name:	Outdoor Services LLC
Street Address:	870 Remington Drive
City:	Madison
State/Country:	NORTH CAROLINA
Postal Code:	27026
Entity Type:	Limited Liability Company: DELAWARE
Name:	Remington Arms Company, LLC
Street Address:	870 Remington Drive
City:	Madison
State/Country:	NORTH CAROLINA
Postal Code:	27026
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4387530	BARNES
Registration Number:	4387531	BARNES
Registration Number:	4595248	BARNES
Registration Number:	4387532	BARNES
Registration Number:	4487211	BARNES
Registration Number:	4387533	BARNES
Registration Number:	4487212	BARNES
Registration Number:	4483650	BARNES
Registration Number:	4383686	BARNES
Registration Number:	4383685	BARNES
Registration Number:	4380017	BARNES
Registration Number:	3982049	BARNES TSX
Registration Number:	3320532	EXPANDER
Registration Number:	4766198	RANGE AR
Registration Number:	4503058	TAC-XPD
Registration Number:	3753578	TSX
Registration Number:	3982498	VOR-TX
Registration Number:	1632289	X BULLET
Registration Number:	3421758	VARMINT GRENADE

CORRESPONDENCE DATA

Fax Number:

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

Phone: 4159848700

Email: lagueda@omm.com
Correspondent Name: Lisa Agueda/Chloe Chavez
Address Line 1: 2 Embarcadero Center Fl 28
Address Line 4: San Francisco, CALIFORNIA 94025

NAME OF SUBMITTER: Lisa Agueda, Attorney

SIGNATURE: /Lisa Agueda/

DATE SIGNED: 10/06/2020

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of October 2, 2020 (this "Release"), is made by Cantor Fitzgerald Securities, acting in its capacity as administrative agent and initial collateral agent (in such capacity, the "Administrative Agent") under (i) that certain Loan and Security Agreement, dated as of April 18, 2019 (as it has been and as it may be further amended, supplemented or modified and in effect from time to time, the "Loan and Security Agreement") by and among FGI OPERATING COMPANY, LLC, a Delaware limited liability company, as Borrower (the "Borrower"), REMINGTON ARMS COMPANY, LLC, a Delaware limited liability company ("Remington"), BARNES BULLETS, LLC, a Delaware limited liability company ("Barnes"), REMINGTON ARMS DISTRIBUTION COMPANY, LLC, a Delaware limited liability company ("RAD"), FGI HOLDING COMPANY, LLC, a Delaware limited liability company ("Holdings"), REMINGTON OUTDOOR COMPANY, INC., a Delaware limited liability company ("TopCo"), RA BRANDS, L.L.C., a Delaware limited liability company ("Brands"), FGI FINANCE INC., a Delaware corporation ("Finance"), and TMRI, Inc., a Delaware corporation ("TMRI") OUTDOOR SERVICES, LLC, a Delaware limited liability company ("Outdoor"), HUNTSVILLE HOLDINGS LLC, a New York limited liability company ("Huntsville"), 32E PRODUCTIONS, LLC, a Delaware limited liability company ("32E PRODUCTIONS"; and together with Remington, Barnes, RAD, Holdings, TopCo, Brands Finance, TMRI, Outdoor and Huntsville, each individually a "Guarantor" and collectively, the "Guarantors"; and together with the Borrower, each a "Company" and collectively, the "Companies"), the lenders party thereto, the Administrative Agent and the other agents party thereto and (ii) that certain Intellectual Property Security Agreement, dated as of April 18, 2019 (the "IP Security Agreement") made by the Companies in favor of the Administrative Agent. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the IP Security Agreement or the Loan and Security Agreement, as applicable.

WHEREAS, pursuant to the IP Security Agreement, each Company granted to the Administrative Agent, for the ratable benefit of itself and the other Secured Parties, a security interest in and lien upon all of such Company's right, title and interest in and to Intellectual Property Collateral, including the Trademark Collateral listed on Exhibit A hereto;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on April 20, 2019 at Reel 00624 and Frame 0491; and

WHEREAS, the Companies have requested and the Administrative Agent has agreed to provide a document suitable for recording in the United States Trademark and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in and lien on the Trademark Collateral listed on Exhibit A hereto (the "Released Trademark Collateral").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Administrative Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interests in the Released Trademark Collateral, (b) discharge and release its security interest in

and lien on the Released Trademark Collateral, and (c) reassign any and all rights, title and interest it has in the Released Trademark Collateral to the applicable Company, in each case, whether granted pursuant to the IP Security Agreement, the Loan and Security Agreement or any other agreement or document delivered in connection with the Loan and Security Agreement.

Administrative Agent agrees, at the expense of the Companies, to cooperate with the Companies and to provide the Companies with any information and additional authorization reasonably required to effect the release of Administrative Agent's security interests in the Released Trademark Collateral. For the avoidance of doubt, this Release shall not release the security interest and lien of the Administrative Agent granted pursuant to the IP Security Agreement, the Loan and Security Agreement or any other agreement or document delivered in connection with the Loan and Security Agreement on any Collateral (including any Intellectual Property Collateral) other than the Released Trademark Collateral and such security interest and liens on all such Collateral (including all such Intellectual Property Collateral) shall remain in full force and effect.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE COMPANIES' AND THE ADMINISTRATIVE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

Cantor Fitzgerald Securities is executing this Release solely in its capacity as Administrative Agent, and in acting hereunder, shall be entitled to all of the rights, privileges, protections and indemnities afforded to the Administrative Agent under the Loan and Security Agreement, as if fully set forth herein.

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IN WITNESS WHEREOF, this Release is executed as of the date first set forth above.



CANTOR FITZGERALD SECURITIES, as
Administrative Agent




DocuSigned by:
James Buccola
By: _____
Name: James Buccola
Title: Head of Fixed Income



EXHIBIT A:

TRADEMARK REGISTRATIONS

Country	Trademark	Image	Record Owner	Status	Class	Goods	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date
United States	BARNE S		Barnes Bullets, LLC	Registered	03 Int.	Cleaning preparations for use in cleaning firearms	85/811,775	12/28/2012	4,387,530	8/20/2013	8/20/2023
United States	BARNE S		Barnes Bullets, LLC	Registered	13 Int.	Ammunition; bullets for reloading; gun cases	85/811,776	12/28/2012	4,387,531	8/20/2013	8/20/2023
United States	BARNE S		Barnes Bullets, LLC	Registered	14 Int.	Paracord survival bracelets	85/811,779	12/28/2012	4,595,248	9/2/2014	9/2/2024
United States	BARNE S		Barnes Bullets, LLC	Registered	16 Int.	Firearm ammunition reloading manuals	85/811,780	12/28/2012	4,387,532	8/20/2013	8/20/2023
United States	BARNE S		Barnes Bullets, LLC	Registered	18 Int.	Sportsman's hunting bags	85/811,782	12/28/2012	4,487,211	2/25/2014	2/25/2024
United States	BARNE S		Barnes Bullets, LLC	Registered	25 Int.	Hats, T-shirts, sweatshirts and hooded shirts	85/811,785	12/28/2012	4,387,533	8/20/2013	8/20/2023
United States	BARNE S Logo		Barnes Bullets, LLC	Registered	03 Int.	Cleaning preparations for use in cleaning firearms	85/811,786	12/28/2012	4,487,212	2/25/2014	2/25/2024
United States	BARNE S		Barnes	Registered	13	Ammunition;	85/811,	12/28/2	4,483,65	2/18/201	2/18/20

Country	Trademark	Image	Record Owner	Status	Class	Goods	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date
States	S Logo		Bullets, LLC	Registered	Int.	bullets for reloading; gun cases	788	012	0	4	24
United States	BARNE S Logo		Barnes Bullets, LLC	Registered	16 Int.	Firearm ammunition reloading manuals	85/811,792	12/28/2012	4,383,686	8/13/2013	8/13/2023
United States	BARNE S Logo		Barnes Bullets, LLC	Registered	18 Int.	Sportsman's hunting bags	85/811,791	12/28/2012	4,383,685	8/13/2013	8/13/2023
United States	BARNE S Logo		Barnes Bullets, LLC	Registered	25 Int.	Hats, T-shirts, sweatshirts and hooded shirts	85/811,774	12/28/2012	4,380,017	8/6/2013	8/6/2023
United States	BARNE S TSX		Barnes Bullets, LLC	Registered	13 Int.	Bullets	77/786,189	7/21/2009	3,982,049	6/21/2011	6/21/2021
United States	EXPANDER		Barnes Bullets, LLC	Registered	13 Int.	Ammunition	78/730,460	10/11/2005	3,320,532	10/23/2007	10/23/2027
United States	RANGE AR		Barnes Bullets, LLC	Registered	13 Int.	Ammunition	86/494,262	1/2/2015	4,766,198	6/30/2015	6/30/2025
United States	TAC-XPD		Barnes Bullets, LLC	Registered	13 Int.	Ammunition	85/853,573	2/19/2013	4,503,058	3/25/2014	3/25/2024
United States	TSX		Barnes Bullets,	Registered	13 Int.	Bullets	77/349,228	12/11/2007	3,753,578	3/2/2010	3/2/2030

Country	Trademark	Image	Record Owner	Status	Class	Goods	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date
			LLC								
United States	VOR-TX		Barnes Bullets, LLC	Registered	13 Int.	Ammunition	85/010,098	4/9/2010	3,982,498	6/21/2011	6/21/2021
United States	X BULLET		Barnes Bullets, LLC	Registered	13 Int.	Bullets	74/044,793	4/2/1990	1,632,289	1/22/1991	1/22/2021
United States	VARMINT GRENADE		Barnes Bullets, LLC	Registered	13 Int.	Bullets; small arms projectiles; and ammunition	77/197,245	6/4/2007	3,421,758	5/6/2008	5/6/2028

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