

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618063

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900577712
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CANTOR FITZGERALD SECURITIES, AS ADMINISTRATIVE AGENT		10/16/2020	Partnership: NEW YORK

RECEIVING PARTY DATA

Name:	FGI OPERATING COMPANY, LLC
Street Address:	1816 Remington Circle SW
City:	Huntsville
State/Country:	ALABAMA
Postal Code:	35824
Entity Type:	Limited Liability Company: DELAWARE
Name:	REMINGTON ARMS COMPANY, LLC
Street Address:	1816 Remington Circle SW
City:	Huntsville
State/Country:	ALABAMA
Postal Code:	35824
Entity Type:	Limited Liability Company: DELAWARE
Name:	BARNES BULLETS, LLC
Street Address:	1816 Remington Circle SW
City:	Huntsville
State/Country:	ALABAMA
Postal Code:	35824
Entity Type:	Limited Liability Company: DELAWARE
Name:	REMINGTON ARMS DISTRIBUTION COMPANY, LLC
Street Address:	1816 Remington Circle SW
City:	Huntsville
State/Country:	ALABAMA
Postal Code:	35824
Entity Type:	Limited Liability Company: DELAWARE
Name:	FGI HOLDING COMPANY, LLC

TRADEMARK

Street Address:	1816 Remington Circle SW
City:	Huntsville
State/Country:	ALABAMA
Postal Code:	35824
Entity Type:	Limited Liability Company: DELAWARE
Name:	REMINGTON OUTDOOR COMPANY, INC.
Street Address:	1816 Remington Circle SW
City:	Huntsville
State/Country:	ALABAMA
Postal Code:	35824
Entity Type:	Corporation: DELAWARE
Name:	RA BRANDS, L.L.C.
Street Address:	1816 Remington Circle SW
City:	Huntsville
State/Country:	ALABAMA
Postal Code:	35824
Entity Type:	Limited Liability Company: DELAWARE
Name:	FGI FINANCE INC.
Street Address:	1816 Remington Circle SW
City:	Huntsville
State/Country:	ALABAMA
Postal Code:	35824
Entity Type:	Corporation: DELAWARE
Name:	TMRI, INC.
Street Address:	1816 Remington Circle SW
City:	Huntsville
State/Country:	ALABAMA
Postal Code:	35824
Entity Type:	Corporation: DELAWARE
Name:	OUTDOOR SERVICES, LLC
Street Address:	1816 Remington Circle SW
City:	Huntsville
State/Country:	ALABAMA
Postal Code:	35824
Entity Type:	Limited Liability Company: DELAWARE
Name:	HUNTSVILLE HOLDINGS LLC
Street Address:	1816 Remington Circle SW
City:	Huntsville
State/Country:	ALABAMA

TRADEMARK

REEL: 007196 FRAME: 0766

Postal Code:	35824
Entity Type:	Limited Liability Company: NEW YORK
Name:	32E PRODUCTIONS, LLC
Street Address:	1816 Remington Circle SW
City:	Huntsville
State/Country:	ALABAMA
Postal Code:	35824
Entity Type:	Limited Liability Company: DELAWARE
Name:	GREAT OUTDOORS HOLDCO, LLC
Street Address:	1816 Remington Circle SW
City:	Huntsville
State/Country:	ALABAMA
Postal Code:	35824
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1521311	BUSHMASTER
Registration Number:	3614317	BUSHMASTER FIREARMS
Registration Number:	4019998	ACR
Registration Number:	3946418	ADAPTIVE COMBAT RIFLE
Registration Number:	4476859	CARBON-15

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: 2128858839
Email: mpatrick@bartonesq.com
Correspondent Name: Michael Patrick
Address Line 1: 711 Third Avenue, 14th Floor
Address Line 2: BARTON LLP
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Michael R. Patrick
SIGNATURE:	/Michael R. Patrick/
DATE SIGNED:	01/04/2021

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of October 16, 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 corporation (“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”), GREAT OUTDOORS HOLDCO, LLC, a Delaware limited liability company (“Great Outdoors”; and together with Remington, Barnes, RAD, Holdings, TopCo, Brands, Finance, TMRI, Outdoor, Huntsville and 32E Productions, 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 herein 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 Patent 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.

[Remainder of Page Intentionally Left Blank]

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

CANTOR FITZGERALD SECURITIES, as
Administrative Agent

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



EXHIBIT A:

Trademarks

Mark	Reg. No.	Owner
BUSHMASTER (Stylized and Design)	1,521,311	Remington Arms Company, LLC
BUSHMASTER FIREARMS (Stylized and Design)	3,614,317	Remington Arms Company, LLC
ACR	4,019,998	RA Brands, L.L.C.
ADAPTIVE COMBAT RIFLE	3,946,418	RA Brands, L.L.C.
CARBON-15	4,476,859	RA Brands, L.L.C.