TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332640

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Colt's Manufacturing Company LLC		02/09/2015	LIMITED LIABILITY COMPANY: DELAWARE
New Colt Holdings Corp.		02/09/2015	CORPORATION: DELAWARE
Colt Defense LLC		02/09/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Cortland Capital Market Services LLC
Street Address:	225 West Washington Street
Internal Address:	Suite 2100
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 76

Property Type	Number	Word Mark
Serial Number:	71011094	(NEW SERVICE)
Serial Number:	78788911	ACE
Serial Number:	74095472	ANACONDA
Serial Number:	72253092	AR-15
Serial Number:	77928418	AR-15A4
Serial Number:	72232529	BANKERS SPECIAL
Serial Number:	85266465	CCR
Serial Number:	85976014	CCR
Serial Number:	77819169	CGL
Serial Number:	85172621	CM901
Serial Number:	72020708	COBRA
Serial Number:	74114840	COLT
Serial Number:	72130762	COLT
Serial Number:	86004698	COLT
Serial Number:	76544293	COLT

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Property Type	Number	Word Mark
Serial Number:	74223535	COLT
Serial Number:	73814946	COLT
Serial Number:	77583302	COLT
Serial Number:	74223538	COLT
Serial Number:	74223537	COLT
Serial Number:	73032901	COLT
Serial Number:	77110476	COLT
Serial Number:	71011092	COLT
Serial Number:	72253091	COLT AR-15
Serial Number:	72261009	COLT AR-15
Serial Number:	72041622	COLT BUNTLINE SPECIAL .45
Serial Number:	74188394	COLT CUP
Serial Number:	71020929	COLT.
Serial Number:	71011093	COLT'S PT. F.A. MFG. CO. HARTFORD. CT. U
Serial Number:	71020928	COLT'S PT.F.A. MFG. CO. HARTFORD. CT. US
Serial Number:	78213409	COMBAT COMMANDER
Serial Number:	73620642	COMBAT ELITE
Serial Number:	71464939	COMMANDER
Serial Number:	75170559	COMMANDO
Serial Number:	74115991	DELTA ELITE
Serial Number:	74646635	DETECTIVE SPECIAL
Serial Number:	75202563	DS-II
Serial Number:	72140923	FRONTIER SCOUT
Serial Number:	77691463	GOLD CUP
Serial Number:	74734614	GOVERNMENT MODEL
Serial Number:	74072949	HBAR
Serial Number:	74646636	KING COBRA
Serial Number:	85183119	LE901
Serial Number:	74198622	M1991A1
Serial Number:	77023997	M5
Serial Number:	74600587	MATCH TARGET
Serial Number:	74115577	
Serial Number:	75056872	
Serial Number:	77691506	
Serial Number:	72118138	
Serial Number:	72232530	
Serial Number:	71020927	
Serial Number:	72131189	

Property Type	Number	Word Mark
Serial Number:	77167777	
Serial Number:	77383311	
Serial Number:	73032928	
Serial Number:	76565466	MODEL P
Serial Number:	71478859	MUSTANG
Serial Number:	74646634	NATIONAL MATCH
Serial Number:	77203548	NEW AGENT
Serial Number:	73518502	OFFICER'S ACP
Serial Number:	78788929	OFFICERS MODEL
Serial Number:	76650544	PEACEMAKER
Serial Number:	71011095	POLICE-POSITIVE.
Serial Number:	71478860	PONY
Serial Number:	75164821	PONY POCKETLITE
Serial Number:	72200333	PYTHON
Serial Number:	77611654	RAIL GUN
Serial Number:	76438593	SINGLE ACTION ARMY
Serial Number:	76640489	SINGLE ACTION ARMY
Serial Number:	72246160	STAGECOACH
Serial Number:	86240044	SWORD
Serial Number:	86240053	SWORD
Serial Number:	72151570	THE FRONTIER
Serial Number:	72151569	THE PEACEMAKER
Serial Number:	76438592	VINCIT QUI PATITUR

CORRESPONDENCE DATA

Fax Number: 2128066006

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: 212-806-5763

Email: jmann@stroock.com

Correspondent Name: Jeffrey M. Mann

Address Line 1: 180 Maiden Lane, 38th Floor

Address Line 2: Stroock & Stroock & Lavan LLP

Address Line 4: New York, NEW YORK 10038-4982

ATTORNEY DOCKET NUMBER:	002838-0013
NAME OF SUBMITTER:	Jeffrey Mann
SIGNATURE:	/jeffrey mann/
DATE SIGNED:	02/19/2015
Total Attachments: 10	

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 9th day of February, 2015, 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, in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit 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 of 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 February 9, 2015 (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.

11. The parties hereby authorize and request the Commissioner of Trademarks to record this Trademark Security Agreement in the Patent and Trademark Office with respect to the Trademark Collateral.

[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'S MANUFACTURING COMPANY LLC

By: _____
Name: Dennis Veilleux
Title: President and Chief Executive Officer

NEW COLT HOLDING CORP.

By: _____
Name: Dennis Veilleux
Title: President and Chief Executive Officer

COLT DEFENSE LLC

By: _____
Name: Dennis Veilleux
Title: President and Chief Executive Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Agent

By: Jessica J. Mead
Name: Jessica J. Mead
Title: General Counsel

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

COLT'S MANUFACTURING COMPANY LLC

Mark	Country	Status	Appl. No.	Reg. No.	Classes
(NEW SERVICE)	United States	Registered	71/011094	50585	13
ACE (Stylized) AND DESIGN	United States	Registered	78/788911	3846637	13
ANACONDA	United States	Registered	74/095472	1696913	13
AR-15	United States	Registered	72/253092	825581	09
AR-15A4	United States	Registered	77/928418	3866762	13
BANKERS SPECIAL	United States	Registered	72/232529	821005	13
CCR	United States	Registered	85/266465	4132994	13
CCR (Stylized) AND DESIGN	United States	Registered	85/976014	4089165	13, 25
CGL	United States	Registered	77/819169	3777563	09
CM901	United States	Registered	85/172621	4321413	13
COBRA (Stylized)	United States	Registered	72/020708	651917	13
COLT	United States	Registered	74/114840	1687665	09
COLT	United States	Registered	72/130762	736237	13
COLT	United States	Registered	86/004698	4484733	42
COLT	United States	Registered	76/544293	2874074	37, 40, 42
COLT (Stylized)	United States	Registered	74/223535	2032392	08
COLT (Stylized)	United States	Registered	73/814946	1599500	13
COLT (Stylized)	United States	Registered	77/583302	3626346	13
COLT (Stylized)	United States	Registered	74/223538	1971561	18
COLT (Stylized)	United States	Registered	74/223537	3275579	25
COLT (Stylized)	United States	Registered	73/032901	1032950	14, 26
COLT (Stylized) AND DESIGN	United States	Registered	77/110476	3380438	13
COLT (Stylized) AND DESIGN (In Circle)	United States	Registered	71/011092	52904	13

Mark	Country	Status	Appl. No.	Reg. No.	Classes
COLT AR-15	United States	Registered	72/253091	827453	09
COLT AR-15 & DESIGN	United States	Registered	72/261009	830862	09
COLT BUNTLINE SPECIAL .45	United States	Registered	72/041622	695146	13
COLT CUP	United States	Registered	74/188394	2873024	25
COLT. (Stylized)	United States	Registered	71/020929	58249	13
COLT'S PT. F. A. MFG. CO. HARTFORD CT. U.S.A.	United States	Registered	71/011093	50584	13
COLT'S PT. F. A. MFG. CO. HARTFORD. CT. US.A.	United States	Registered	71/020928	58278	13
COMBAT COMMANDER	United States	Registered	78/213409	2843031	13
COMBAT ELITE	United States	Registered	73/620642	1434644	13
COMMANDER (Stylized)	United States	Registered	71/464939	406461	13
COMMANDO	United States	Registered	75/170559	2095131	13
DELTA ELITE	United States	Registered	74/115991	1711551	13
DETECTIVE SPECIAL	United States	Registered	74/646635	1969730	13
DS-II	United States	Registered	75/202563	2181358	13
FRONTIER SCOUT	United States	Registered	72/140923	755785	13
GOLD CUP	United States	Registered	77/691463	3692011	13
GOVERNMENT MODEL	United States	Registered	74/734614	2008161	13
HBAR	United States	Registered	74/072949	1648788	13
KING COBRA	United States	Registered	74/646636	1980765	13
LE901	United States	Registered	85/183119	4147415	13
M1991A1	United States	Registered	74/198622	1790980	13
M5	United States	Registered	77/023997	3883182	13
MATCH TARGET	United States	Registered	74/600587	2003594	13

Mark	Country	Status	Appl. No.	Reg. No.	Classes
MISCELLANEOUS DESIGN (Delta and Circle)	United States	Registered	74/115577	1686290	13
MISCELLANEOUS DESIGN (Dome)	United States	Registered	75/056872	2200851	13
MISCELLANEOUS DESIGN (Gold Cup)	United States	Registered	77/691506	3692012	13
MISCELLANEOUS DESIGN (Rampant Colt in Circle)	United States	Registered	72/118138	727441	28
MISCELLANEOUS DESIGN (Rampant Colt in Oval)	United States	Registered	72/232530	0821006	13
MISCELLANEOUS DESIGN (Rampant Colt on Ground)	United States	Registered	71/020927	58277	13
MISCELLANEOUS DESIGN (Rampant Colt Silhouette)	United States	Registered	72/131189	738097	13
MISCELLANEOUS DESIGN (Rampant Colt)	United States	Registered	77/167777	3377544	13
MISCELLANEOUS DESIGN (Rampant Colt)	United States	Registered	77/383311	3501291	25
MISCELLANEOUS DESIGN (Rampant Colt)	United States	Registered	73/032928	1060720	14, 26
MODEL P	United States	Registered	76/565466	3051391	13
MUSTANG	United States	Registered	71/478859	416686	13
NATIONAL MATCH	United States	Registered	74/646634	1992727	13
NEW AGENT	United States	Registered	77/203548	3423942	13
OFFICER'S ACP	United States	Registered	73/518502	1375755	13
OFFICERS MODEL (SUPPLEMENTAL REGISTER)	United States	Registered	78/788929	3371068	13
PEACEMAKER	United States	Registered	76/650544	3250181	28
POLICE-POSITIVE. (Stylized)	United States	Registered	71/011095	50460	13
PONY	United States	Registered	71/478860	416687	13
PONY POCKETLITE	United States	Registered	75/164821	2181224	13

Mark	Country	Status	Appl. No.	Reg. No.	Classes
PYTHON	United States	Registered	72/200333	0795431	13
RAIL GUN	United States	Registered	77/611654	3789242	13
SINGLE ACTION ARMY	United States	Registered	76/438593	2777550	13
SINGLE ACTION ARMY	United States	Registered	76/640489	3092123	28
STAGECOACH	United States	Registered	72/246160	834947	13
SWORD (Stylized) AND DESIGN (Horizontal)	United States	Allowed	86/240044		09, 13
SWORD (Stylized) AND DESIGN (Vertical)	United States	Allowed	86/240053		09, 13
THE FRONTIER	United States	Registered	72/151570	753166	13
THE PEACEMAKER	United States	Registered	72/151569	753165	13
VINCIT QUI PATITUR (Stylized) AND DESIGN (Armsmear Crest)	United States	Registered	76/438592	2892485	13, 37, 40
SWORD (stylized) & design (horizontal)	Canada	Pending	1672103		
SWORD (stylized) & design (vertical)	Canada	Pending	1672098		

NEW COLT HOLDING CORP.

COLT	Canada	Registered	0434092	TMA269158	
COLT (Stylized)	Canada	Registered	0158109	TMDA56264	
MISCELLANEOUS DESIGN (Rampant Colt White on Black)	Canada	Registered	0158110	TMDA55325	
MISCELLANEOUS DESIGN (Rampant Colt)	Canada	Registered	0545271	TMA449706	
THE FRONTIER (Stylized) AND DESIGN	Canada	Registered	0277889	TMA135439	