

Form PTO-1594 (Rev. 03/01) **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE
 OMB No. 0051-0027 (exp. 5/31/2002) **TRADEMARKS ONLY** U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Colt Defense LLC**

Individual(s) Association
 Corporation – a Delaware limited liability company
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: **Highbridge/Zwirn Special Opportunities Fund, L.P.**

Internal Address: _____
 Street Address: **9 West 57th Street, 27th Floor**
 City: **New York** State: **NY** Zip: **10019**

Individual(s) citizenship _____
 Association _____
 General Partnership _____

Limited Partnership
 Corporation
 Other _____

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)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement
 Change of Name
 Other

Execution Date: **March 26, 2004**

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) **76/565,467**
 B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Daniel Angel, Esq.**
 Internal Address: **Schulte Roth & Zabel LLP**

Street Address: **919 Third Avenue**

City: **New York** State: **N.Y.** Zip: **10022**

6. Total number of applications and registrations involved: **1**

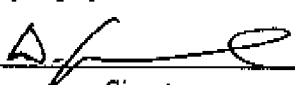
7. Total fee (37 CFR 3.41)..... \$ **40.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
500675 – Schulte Roth & Zabel LLP

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Daniel Angel, Esq.  **April 2, 2004**

Name of Person Signing _____ Signature _____ Date _____

Total number of pages including cover sheet, attachments, and document: **4**

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

CH \$40.00 500675 76565467

ASSIGNMENT FOR SECURITY

(Trademarks)

WHEREAS, COLT DEFENSE LLC, a Delaware limited liability company (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on Schedule A attached hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, the Assignor, as entered into a Security Agreement, dated December 23, 2003 (the "Security Agreement"), in favor of Highbridge/Zwirn Special Opportunities Fund, L.P., as agent for certain lenders (the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Lenders (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee, and grants to the Assignee for the benefit of the Lenders, a continuing security interest in the Collateral in order to secure the prompt payment, performance, and for the benefit of the Lenders, observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of March 26th, 2004, with effect as of December 23, 2003.

COLT DEFENSE LLC

By: [Signature]
Name: CARLTON S. CHEN
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CONNECTICUT
COUNTY OF HARTFORD ss.: West Hartford

On this 26th day of March, 2004, before me, the undersigned, personally appeared Carlton S. Chen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
[NOTARY SEAL]

ISABELLE DEFOSSÉS
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2007

SCHEDULE A

MARK	APPLICATION NO.
M8	Pending