



R SHEET  
ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

128-99

100959726

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

1. Name of conveying party(ies):

ZAP PAINTBALL CORP.  
2125 Ambassador Drive  
Windsor, Ontario N9C 3R5 Canada

Individual(s)       Association  
 General Partnership    Limited Partnership  
 Corporation- Ontario, Canada  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):

Name: ACCUCAPS INDUSTRIES LIMITED

Internal Address: \_\_\_\_\_

Street Address: 2125 Ambassador Drive,  
Windsor, Ontario, Canada, N9C 3R5

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation - Ontario, Canada  
 Other \_\_\_\_\_

If the 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: January 6, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No. (s)

B. Trademark registration No. (s)

1,797,951

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: BARRIGAR & MOSS

Internal Address: \_\_\_\_\_

Street Address: Suite 901, 2 Robert Speck Parkway, Mississauga, Ontario, Canada, L4Z 1H8

City: \_\_\_\_\_  
State: \_\_\_\_\_ ZIP: \_\_\_\_\_

6. Total number of applications and registrations involved: . . . . . ONE

7. Total fee (37 CFR 3.41) . . . \$40.00US

8. Deposit account number:  
13-4764  
(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.

ERIC C. DEVENNY  
name of Person Signing

Signature

Jan 27, 1999  
Date

Total number of pages comprising cover sheet: 7

1797951  
02/09/1999 JUNITKINS 00000009 02/764  
10.00 CH

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant: Accucaps Industries Limited  
Trademark : **ZAP**  
Registration No.: 1,797,951  
Registered: October 20, 1993  
Class : 28

Assistant Commissioner for Trademarks  
U.S. Patent and Trademark Office  
2900 Crystal Drive  
Arlington, Virginia  
22202-3513, U.S.A.

DESIGNATION OF DOMESTIC REPRESENTATIVE

The undersigned, ACCUCAPS INDUSTRIES LIMITED, a corporation under the laws of the Province of Ontario, Canada, whose business and situs is 2125 Ambassador Drive, Windsor, Ontario, Canada N9C 3R5, hereby designates BARRY BRETSCHNEIDER, Registration No. 28,055, whose full postal address is Morrison & Foerster, 2000 Pennsylvania Avenue, NW, Washington, D.C. 20006-1888, U.S.A. as its representative upon whom notices or process in proceedings affecting the mark may be served.

DATE: January 25, 1999

ACCUCAPS INDUSTRIES LIMITED

By:  \_\_\_\_\_

Name - Gordon Moore

Position - President

## TRADEMARK ASSIGNMENT

WHEREAS, Zap Paintball Corp., a corporation organized and existing under the laws of the Province of Ontario, Canada, having a place of business at 2125 Ambassador Drive, Windsor, Ontario, N9C 3R5, Canada ("Assignor"), is using or has used and is the owner of the trademark **ZAP** and the trademark registrations listed in Schedule A attached hereto (collectively referred to as "the Marks"); and

WHEREAS, Accucaps Industries Limited, a corporation organized and existing under the laws of the Province of Ontario, Canada, having a place of business at 2125 Ambassador Drive, Windsor, Ontario, N9C 3R5, Canada ("Assignee"), desires to acquire the Marks;

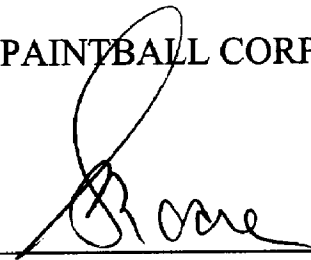
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, absolutely and forever, the entire right, title and interest, whether statutory or at common law, in and to the Marks, together with the goodwill of the business symbolized by them throughout the world, and all registrations and pending applications therefor, in all countries throughout the world (collectively, "All Marks"), together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

Assignor agrees to execute further papers and to do such other acts as may be necessary and proper to vest full title in and to All Marks to the Assignee or which may be necessary to obtain, renew, issue or enforce All Marks.

This Trademark Assignment may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

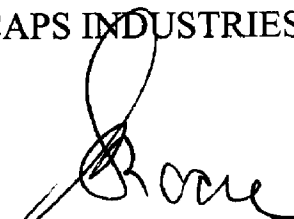
IN WITNESS WHEREOF, ZAP PAINTBALL CORP. has caused this Trademark Assignment to be executed and delivered as of this 6<sup>th</sup> day of January, 1999.

ZAP PAINTBALL CORP.

By:   
Name: Gordon J. Moore  
Title: President

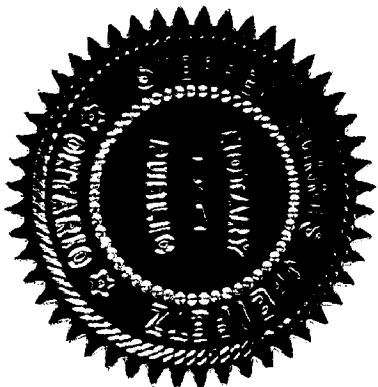
IN WITNESS WHEREOF, ACCUCAPS INDUSTRIES LIMITED accepts this Trademark Assignment executed and delivered as of this 6<sup>th</sup> day of January, 1999

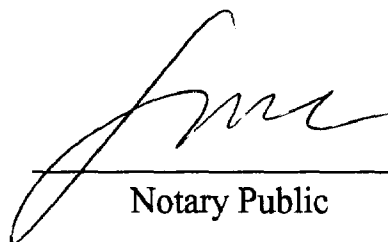
ACCUCAPS INDUSTRIES LIMITED

By:   
Name: Gordon J. Moore  
Title: President

City of Windsor )  
 )  
Province of Ontario )      ss:

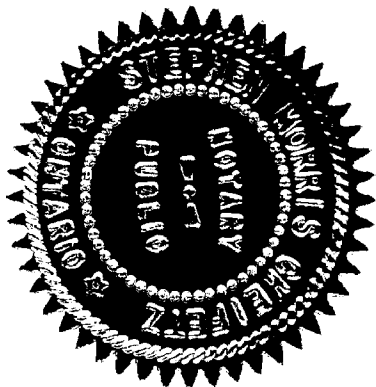
On the 6<sup>th</sup> day of January, 1999, before me personally came Gordon J. Moore, to me known, who being by me duly sworn, did depose and say that he is the President of Zap Paintball Corp., the corporation described in and which executed the foregoing instrument; and that he was duly authorized to sign the foregoing instrument on behalf of the corporation.

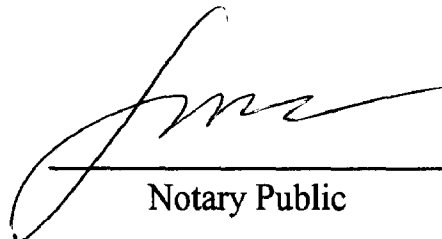


  
\_\_\_\_\_  
Notary Public

City of Windsor )  
 )  
Province of Ontario )      ss:

On the 6<sup>th</sup> day of January, 1999, before me personally came Gordon J. Moore, to me known, who being by me duly sworn, did depose and say that he is the President of Accucaps Industries Limited, the corporation described in and which executed the foregoing instrument; and that he was duly authorized to sign the foregoing instrument on behalf of the corporation.



  
\_\_\_\_\_  
Notary Public

**SCHEDULE A**

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Australia	<b>ZAP</b>	A583309	May 12, 1994
Canada	<b>ZAP</b>	TMA410518	Apr 2, 1993
Germany	<b>ZAP</b>	2047201	Oct 18, 1993
United States	<b>ZAP</b>	1797951	Oct 20, 1993