

12-07-1999

FORM PTO-100  
U.S. PATENT & TRADEMARK OFFICE

11/29/99



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

<p>1. Name of conveying party(ies):          ACCUCAPS INDUSTRIES LIMITED          2125 Ambassador Drive          Windsor Ontario N9C 3R5 Ca</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Associate  <input type="checkbox"/> General Partnership    <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation - Ontario, Canada  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):          PAINTBALL INC.          Address: _____          _____ Address: <u>2125 Ambassador Drive,</u>  <u>Windsor, Ontario, Canada, N9C 3R5</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation - Ontario, Canada _____  <input type="checkbox"/> Other _____</p> <p>If the assignee is not domiciled in the United States, a domestic representative designation is attached:  <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No          (Designations must be a separate document from Assignment)          Additional name(s) &amp; address(es) attached?  <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>
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3. Nature of conveyance:  
 Assignment     Merger  
 Security Agreement     Change of Name  
 Other \_\_\_\_\_

Execution Date: November 23, 1999

4. Application number(s) or registration number(s):  
 A. Trademark Application No. (s)

B. Trademark registration No. (s)  
 1,797,951 - ZAP

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      *[Signature]*      11/29/99  
 name of Person Signing      Signature      Date

Total number of pages comprising cover sheet: 7

OMB No. 0651-0011 (exp. 4/94)

12/06/1999 DNGUYEN 00000264 134764 1797451

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TRADEMARK  
REEL: 001996 FRAME: 0016

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant: Zap Paintball Inc.  
Trademark : **ZAP**  
Registration No.: 1.797,951  
Registered: October 20, 1993  
Class : 28

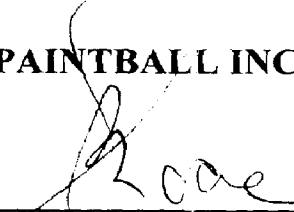
Assistant Commissioner for Trademarks  
U.S. Patent and Trademark Office  
2900 Crystal Drive  
Arlington, Virginia  
22202-3513, U.S.A.

DESIGNATION OF DOMESTIC REPRESENTATIVE

The undersigned, ZAP PAINTBALL INC., 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 BRETSCHEIDER, 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: 10 25 1999

**ZAP PAINTBALL INC.**

By:   
Name - Gordon Moore  
Position - President



## TRADEMARK ASSIGNMENT

11-29-1999

U.S. Patent & TMOfr./TM Mail Rcpt Dt. #30

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 ("Assignor"), is using or has used and is the owner of the trademark **ZAP** and the trademark registrations and applications listed in Schedule A attached hereto (collectively referred to as "the Marks"); and

WHEREAS, Zap Paintball Inc., 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;

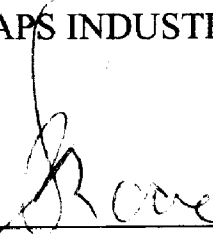
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms that it has sold, assigned and transferred as of October 1, 1999, and by these presents, does hereby sell, assign and transfer to Assignee, its successors and assigns, 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.

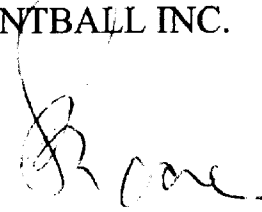
IN WITNESS WHEREOF, ACCUCAPS INDUSTRIES LIMITED has caused this Trademark Assignment to be executed and delivered as of this 23 day of November, 1997.

ACCUCAPS INDUSTRIES LIMITED

By:   
Name: Gordon J. Moore  
Title: President

IN WITNESS WHEREOF, ZAP PAINTBALL INC. accepts this Trademark Assignment executed and delivered as of this 23 day of November, 1997

ZAP PAINTBALL INC.

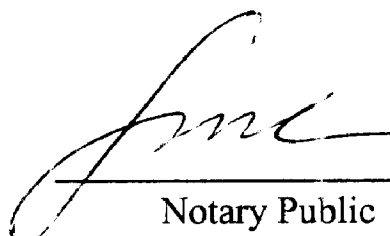
By:   
Name: Gordon J. Moore  
Title: President

City of Windsor )  
 )  
Province of Ontario )

ss:

On the 23 day of November, 1997, 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.

[Notarial Seal]

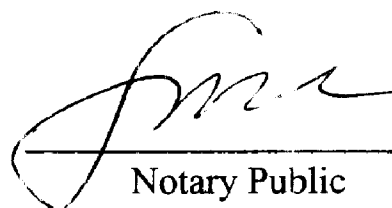
  
\_\_\_\_\_  
Notary Public

City of Windsor )  
 )  
Province of Ontario )

ss:

On the 23 day of November, 1997, 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 Inc., 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.

[Notarial Seal]

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

**SCHEDULE A**

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

<u>COUNTRY</u>	<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
Brazil	ZAP	821408216	Feb 11, 1999