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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks

Send the attached original documents or copy thereof.

1. Name of conveying party(ies):

National Paintball Supply Co., Inc.

12.5.01

- Individual(s)
- General Partnership
- Corporation-South Carolina
- Other
- Association
- Limited Partnership

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

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: November 16, 2001

2. Name and address of receiving party

National Paintball Supply, Inc.
570 Mantua Boulevard
Sewell, New Jersey 08080



12-05-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #25

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation: New Jersey
- Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & addresses attached? Yes No

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

A. Trademark Application No.(s): 76/140080

B. Trademark Reg. No.(s):

Additional numbers attached Yes No

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

Nancy Rubner Frandsen, Esq.
Drinker Biddle & Reath LLP
One Logan Square
18th and Cherry Streets
Philadelphia, PA 19103-6996

Attorney Docket No. 8822-32

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:

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9. 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.

NANCY RUBNER FRANSDEN
Name of Person Signing

Signature

11/28/01

Date

Total number of pages including cover sheet, attachments and document: 3

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

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Mail documents to be recorded with required cover sheet information to:

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Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

KK

ASSIGNMENT OF TRADEMARK

12-05-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #26

WHEREAS, NATIONAL PAINTBALL SUPPLY CO., INC., corporation, having a place of business located at 155 Verdin Rd., Greenville, SC, has adopted, used and/or is intending to use a trademark which is has been applied for in the United States Patent and Trademark Office as set forth below (hereinafter referred to as the "Trademark"):

<u>APPLICATION NO.</u>	<u>MARK</u>	<u>DATE OF FILING</u>
76-140080	98 DEGREES	Oct. 3, 2000

WHEREAS, NATIONAL PAINTBALL SUPPLY, INC., New Jersey corporation, having a place of business located at 675 Route 45, Mantua, NJ, is desirous of acquiring all right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark and the application thereof set forth above; and

WHEREAS, it is desired that the assignment of the Trademark listed above be made a matter of record in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, NATIONAL PAINTBALL SUPPLY CO., INC., hereby sells, assigns, transfers and conveys unto NATIONAL PAINTBALL SUPPLY, INC., all of its right, title and interest in and to the aforesaid Trademark, including any choses in action relating to said Trademark, claims for damages, profits and costs, both in equity and law, for any infringement or infringements of said Trademark rights accruing on or before the date of this Assignment, together with the goodwill of the business symbolized by the Trademark, and including the application thereof as set forth above, and further, NATIONAL PAINTBALL SUPPLY CO., INC. hereby covenants, agrees and undertakes to execute, whenever requested by NATIONAL PAINTBALL SUPPLY, INC., all lawful oaths and any other papers which NATIONAL PAINTBALL SUPPLY, INC. may deem reasonably necessary for securing to NATIONAL PAINTBALL SUPPLY, INC. the Trademark hereby

