

08-14-2003



To the Honorable Commissioner of Patents

102524122

attached original documents or copy thereof.

1. Name of conveying party(ies):
Odyssey Paintball Products, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other Limited liability corporation

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

2. Name and address of receiving party(ies):
National Paintball Supply, Inc.
570 Manuta Boulevard
Sewell, New Jersey 08080

Individual(s) citizenship: _____
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation: Delaware
 Other: _____

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date: July 30, 2003

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): 78/146853

B. Trademark Reg. No.(s): 2674807

Additional numbers attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Michael F. Snyder, Esq.
Drinker Biddle & Reath LLP
One Logan Square
18th and Cherry Streets
Philadelphia, PA 19103-6996

Attorney Docket No. 141420 (8822-G)

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit Account Number: 50-0573

DO NOT USE THIS SPACE

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.

MICHAEL F. SNYDER
Name of Person Signing

Signature

August 5, 2003
Date

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

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

Do not detach this portion

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

08/13/2003 ECDOPER 00000039 78146853

01 FC:8521 40.00 DP
02 FC:8522 25.00 DP

Commissioner for Trademarks
Box Assignments
Washington, D.C. 20231

NUNC PRO TUNC TRADEMARK ASSIGNMENT

WHEREAS, **ODYSSEY PAINTBALL PRODUCTS, LLC**, a Texas limited liability corporation, having a place of business at 722 Brookfield Drive, Garland, TX 75040, (hereinafter "Assignor"), owned the trademarks, trademark registration and trademark application identified in the attached Schedule A (hereinafter "the Trademarks"), and the goodwill of the business symbolized by the Trademarks;

WHEREAS, on August 24, 2002, Assignor did assign all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks together with all rights to the registration and application identified in attached Schedule A, to **NATIONAL PAINTBALL SUPPLY, INC.**, a Delaware corporation, having a place of business at 570 Mantua Boulevard, Sewell, NJ 08080, (hereinafter "Assignee"); and

WHEREAS, Assignor and Assignee are desirous of making this Assignment a matter of record in the U.S. 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, Assignor hereby acknowledges that it did on August 24, 2002, sell, assign, transfer and convey unto Assignee all of its right, title and interest in the Trademarks, including any choses in action relating to the Trademarks, claims for damages, profits and costs, both in equity and law, for any infringement or infringements of the Trademarks accruing on or before the date of this Assignment, together with the goodwill of the business symbolized by the Trademarks, and including the registration and including the pending application and eventual registration thereof as set forth on the attached Schedule A, and further, Assignor hereby covenants, agrees and undertakes to execute, whenever requested by Assignee, all applications, assignments, lawful

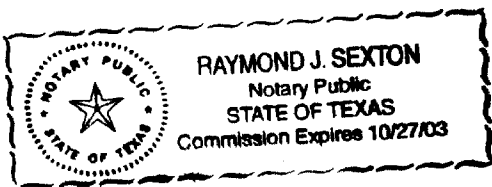
oaths and any other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee the Trademarks hereby acknowledged to have been assigned, and the choses in action therefor, all without further compensation to Assignor.


ODYSSEY PAINTBALL PRODUCTS, LLC

By: 
Name: JAMES T. CHRISTOPHER
Title: President

On this 30 day of July 2003, personally appeared JAMES T. CHRISTOPHER, to me known and known to me to be the President of ODYSSEY PAINTBALL PRODUCTS, LLC, and acknowledged that he executed the foregoing Assignment as his free act and deed and as the free act and deed of said corporation for the purposes set forth therein and intending that this instrument be recorded.


(Seal)




NOTARY PUBLIC

My Commission Expires: 10/27/03

SCHEDULE A

REGISTRATION NO./ APPLICATION NO.	MARK	FILING DATE
2674807 76383531	HALO	March 7, 2002
78146853	HALO (and Design) 	July 24, 2002