

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WORR GAME PRODUCTS, INC.		04/16/2004	CORPORATION: CALIFORNIA
ALL-CAD MANUFACTURING, INC.		04/16/2004	CORPORATION: CALIFORNIA
ROBERT "BUD" G. ORR		04/16/2004	INDIVIDUAL: UNITED STATES
KATHY R. ORR		04/16/2004	INDIVIDUAL: UNITED STATES
JEFFREY G. ORR		04/16/2004	INDIVIDUAL: UNITED STATES
ROBERT G. ORR		04/16/2004	INDIVIDUAL: UNITED STATES

**RECEIVING PARTY DATA**

Name:	WGP, LLC c/o John D. Flynn c/o Brass Eagle, LLC
Street Address:	1201 S.E. 30th Street
City:	Bentonville
State/Country:	ARKANSAS
Postal Code:	72712
Entity Type:	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Registration Number:	2726215	WORRGAME
Registration Number:	2596624	WGP
Registration Number:	2584281	BUD ORR
Registration Number:	2616243	AUTOCOCKER
Registration Number:	2649871	COCKER
Registration Number:	2689494	
Registration Number:	2772167	STO
Registration Number:	2666427	BLACK MAGIC
Registration Number:	2607520	WORRPAINT
Serial Number:	76377424	ORRACLE
Serial Number:	76390882	DEMON

CH \$690.00 2726215

Serial Number:	76461385	OUTKAST
Serial Number:	76525002	RECKONING
Serial Number:	76475581	XS SPORTS
Serial Number:	76479478	SNIPER
Serial Number:	76549153	WORRGAS
Serial Number:	76549154	ERGO
Serial Number:	76549155	W
Serial Number:	76549156	KANER
Serial Number:	76549157	VF TACTICAL
Serial Number:	76549158	TACTICAL
Serial Number:	76549159	TACTICAL
Serial Number:	76558613	WORRBLADE
Serial Number:	78384735	PENALTY BOX PAINTBALL
Serial Number:	76307149	RAIDER
Serial Number:	76307500	X-RAIDER
Serial Number:	76307148	KNIGHT RAIDER

**CORRESPONDENCE DATA**

Fax Number: (303)296-5310  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 303/298-5700  
Email: ptodenver@gibsondunn.com  
Correspondent Name: Peter F. Weinberg  
Address Line 1: 1801 California Street, Suite 4200  
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER: 03611-00049

NAME OF SUBMITTER: Peter F. Weinberg

Total Attachments: 11  
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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is entered into as of April 16, 2004 by and among WGP, LLC, a Delaware limited liability company and wholly owned subsidiary of Parent ("**Assignee**"), on the one hand, and Worr Game Products, Inc., a California corporation, All-Cad Manufacturing, Inc., a California corporation, Robert "Bud" G. Orr, Kathy R. Orr, Jeffrey G. Orr and Robert G. Orr, on the other hand (collectively, "**Assignors**"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement (as defined below).

**RECITALS**

WHEREAS, on April 16, 2004, Assignors, Assignee, Parent and the Shareholders entered into that certain Asset Purchase Agreement (the "**Asset Purchase Agreement**"); and

WHEREAS, pursuant to Section 2.1(c) of the Asset Purchase Agreement, Assignors desire to assign to Assignee all of Assignors' rights, title, and interest in and to (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing listed on Exhibit A attached hereto and incorporated herein (collectively, the "**Trademarks**").

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Asset Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements in this Assignment, and to induce Assignee to consummate the transactions contemplated by the Asset Purchase Agreement and the Ancillary Agreements, Assignors hereby agree as follows:

1. Grant. Assignors do hereby sell, transfer, convey, assign and deliver to Assignee all of the Assignors' rights, title, and interest in and to the Trademarks, together with the goodwill of the business pertaining thereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Trademarks, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.

2. Representations and Warranties of the Parties. Each party represents and warrants that (i) this Assignment is a legal, valid and binding obligation of the warranting party, (ii) such party has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms, and (iii) such party is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment. For the avoidance of doubt, the representations and warranties contained in this Assignment shall not in any way limit or expand the representations and warranties contained in the Asset Purchase Agreement.

3. Further Assurances. Each party will, without additional consideration, take such further actions and execute promptly such further documents and instruments as are necessary to effect and record the above assignment, including any actions, documents or instruments required by the applicable registrar to document the transfer herein or as may be necessary to protect, perfect, secure and vest good, valid and marketable title to the Trademarks and related rights in Assignee.

4. Recording of Assignment. Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks, or other evidence or forms of intellectual property protection or applications, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

5. Counterparts. This Agreement may be executed by facsimile signature and in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year written above.

ASSIGNORS:

WORR GAME PRODUCTS, INC.

By: Robert G. Orr  
Name: Robert G. Orr  
Its: Per

ALL-CAD MANUFACTURING, INC.

By: Robert G. Orr  
Name: Robert G. Orr  
Its: Per

Robert G. Orr  
Robert "Bud" G. Orr

Kathy R. Orr  
Kathy R. Orr

Jeffrey G. Orr  
Jeffrey G. Orr

Robert G. Orr  
Robert G. Orr

ASSIGNEE:

WGP, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXECUTION COPY**

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year written above.

**ASSIGNORS:**

**WORR GAME PRODUCTS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ALL-CAD MANUFACTURING, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Robert "Bud" G. Orr


\_\_\_\_\_  
Kathy R. Orr

\_\_\_\_\_  
Jeffrey G. Orr

\_\_\_\_\_  
Robert G. Orr

**ASSIGNEE:**

**WGP, LLC**

By:   
Name: Monte H. Boal  
Its: Vice President + General Counsel of K2, Inc.,  
WGP, LLC Sole Member

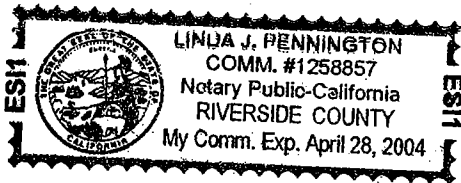
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Riverside } ss.

On 4-16-04 before me, Linda J. Pennington  
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)  
personally appeared Kathy R. Orr & Robert G. Orr  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Linda J. Pennington  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: TRADEMARK ASSIGNMENT

Document Date: 4-16-04 Number of Pages: 7

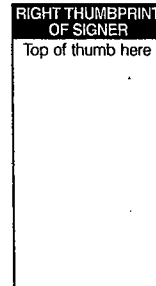
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual S
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



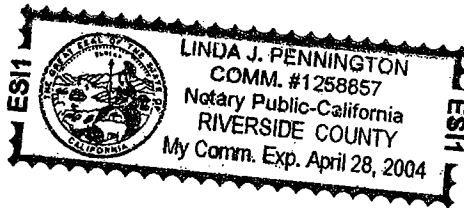
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Riverside } ss.

On 4-16-04 before me, Linda J. Pennington  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Robert G. Orr & Jeffrey G. Orr  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Linda J. Pennington  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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Document Date: 4-16-04 Number of Pages: 1

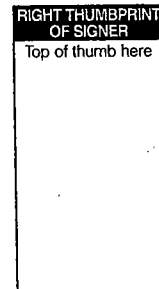
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual S
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_





Acknowledgement by Notary Public

of California

City of San Diego

On this 15<sup>th</sup> day of April, 2004, before me, the undersigned Notary Public, personally appeared Monte H. Baei, personally known to me (and approved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Signature: Kristin K Farrell

Name: Kristin K Farrell, Notary Public



## EXHIBIT A

<u>Trademark/ Service Mark</u>	<u>General Description of Goods/Services</u>	<u>Jurisdiction</u>	<u>Status (<u>Application/ Registration Date</u>)</u>	<u>Application/ Registration No.</u>	<u>Owner</u>
WORRGAME	Paintball- related products and services	US	Reg. Jun 17, 03	2,726,215	WORRGAME PRODUCTS, INC. *
WGP logo	Paintball- related products and services	US	Reg. Jul 23, 02	2,596,624	WORRGAME PRODUCTS, INC. *
BUD ORR	Paintball- related products and services	US	Reg. Jun 25, 02	2,584,281	WORRGAME PRODUCTS, INC. *
JEFF ORR	Paintball- related products and services	US	Abandoned Filed Sep. 3, 99	75/792,256	WORRGAME PRODUCTS, INC. *
AUTOCOCKER	Paintball- related products and services	US	Reg. Sep 10, 02	2,616,243	WORRGAME PRODUCTS, INC. *
COCKER	Paintball- related products and services	US	Reg. Nov 12, 02	2,649,871	WORRGAME PRODUCTS, INC. *
Gun logo	Paintball- related products and services	US	Reg. Feb 18, 03	2,689,494	WORRGAME PRODUCTS, INC. *
STO	Paintball- related products and services	US	Reg. Oct 07, 03	2,772,167	WORRGAME PRODUCTS, INC. *
BLACK MAGIC	Paintball- related products and services	US	Reg. Dec 24, 02	2,666,427	WORRGAME PRODUCTS, INC. *
VERTEBRA	Paintball-	US	Not filed	None	WORR

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	related products and services				GAME PRODUCTS, INC.
ORRACLE	Paintball-related products and services	US	Pending Filed Mar. 1, 02 Opposition filed by ORACLE INTERNATIONAL CORPORATION; Notice of Default mailed by TTAB on April 10, 04	76/377,424	WORRGAME PRODUCTS, INC. *
DEMON	Paintball-related products and services	US	Published Filed April 3, 02 Opposition filed by NATIONAL PAINTBALL SUPPLY, INC.; Answer due May 14, 04	76/390,882	WORRGAME PRODUCTS, INC. *
OUTKAST	Paintball-related products and services	US	Pending Filed Oct. 24, 02 Final refusal mailed Jan. 13, 04	76/461,385	WORRGAME PRODUCTS, INC. *
RECKONING	Paintball-related products and services	US	Pending Filed June 23, 03 Non final action mailed Dec. 5, 03, applicant appears to have responded	76/525,002	WORRGAME PRODUCTS, INC. *
XS SPORTS	Paintball-related products and services	US	Pending Filed Dec. 16, 02 Suspended	76/475,581	WORRGAME PRODUCTS, INC. *
SNIPER	Paintball-related products and services	US	Pending Filed Dec. 30, 02 Published for opposition	76/479,478	WORRGAME PRODUCTS, INC. *
WORRGAS	Paintball-related products and services	US	Pending Filed Sep. 17, 03 Non final action mailed Mar. 11, 04	76/549,153	WORRGAME PRODUCTS, INC. *
ERGO	Paintball-related products and services	US	Pending Filed Sep. 17, 03 Non final action	76/549,154	WORRGAME PRODUCTS,

EXECUTION COPY

			mailed Mar. 12, 04		INC. *
W	Paintball-related products and services	US	Pending Filed Sep. 17, 03 Non final action mailed Mar. 13, 04	76/549,155	WORRGAME PRODUCTS, INC. *
KANER	Paintball-related products and services	US	Pending Filed Sep. 17, 03 Non final action mailed Mar. 17, 04	76/549,156	WORRGAME PRODUCTS, INC. *
VF TACTICAL	Paintball-related products and services	US	Pending Filed Sep. 17, 03 Non final action mailed Mar. 17, 04	76/549,157	Worr Game Products, Inc.
TACTICAL	Paintball-related products and services	US	Pending Filed Sep. 17, 03 Non final action mailed Mar. 18, 04	76/549,158	Worr Game Products, Inc.
TACTICAL	Paintball-related products and services	US	Pending Filed Sep. 17, 03 Approved for publication	76/549,159	Worr Game Products, Inc.
WORRBLADE	Paintball-related products and services	US	Pending Filed Nov. 10, 03 Awaiting examination	76/558,613	WorrGame Products, Inc.
PENALTY POX PAINTBALL	Paintball-related products and services	US	Pending Filed Mar. 15, 04 Awaiting examination	78/384,735	Worr Game Products **
RAIDER	Paintball-related products and services	US	Pending Published for opposition	76/307,149	Worr Game Products, Inc.
X-RAIDER	Paintball-related products and services	US	Abandoned Filed Sep. 4, 01	76/307,500	Worr Game Products, Inc.
KNIGHT RAIDER	Paintball-related products and services	US	Abandoned Filed Sep. 4, 01	76/307,148	Worr Game Products, Inc.
WORRPAIN	Paintball-related products and services	US	Reg. Aug. 13, 2002	2,607,520	Orr, Robert
[WORRGAME A/C]	Paintball-related products	US	Abandoned	78/162,725	JLI International

	and services				
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- \* "WORRGAME" should be "WORR GAME"
- \*\* Name should include "Inc."