

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
National Paintball Supply, Inc.		11/17/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	AJ Acquisition I LLC
Street Address:	570 Mantua Boulevard
City:	Sewell
State/Country:	NEW JERSEY
Postal Code:	08080
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Serial Number:	78533433	AIR RAID
Serial Number:	76537368	BEAST
Serial Number:	78582564	CONTACT
Serial Number:	78470702	CRUSH
Serial Number:	78160635	DEATH ROW
Serial Number:	78434519	FORBIDDEN
Serial Number:	76537373	HAZE
Serial Number:	78473100	HELIX
Serial Number:	76537374	HELLION
Serial Number:	78685517	INERTIA
Serial Number:	78684521	INSTINCT
Serial Number:	78470703	KRUSH
Serial Number:	76491445	LIQUID
Serial Number:	76544188	LONGSHOT

OP \$765.00 78533433

Serial Number:	78630565	MOMENTUM
Serial Number:	78843484	NEW REGIME
Serial Number:	76565547	NUKE
Serial Number:	76565546	NUKES
Serial Number:	78644585	ONYX
Serial Number:	76174290	PAINTBALL2XTREMES
Serial Number:	78843479	REGIME
Serial Number:	76301372	SABOTAGE
Serial Number:	76537371	SCORCHED
Serial Number:	76537369	SPECIES
Serial Number:	78465114	SPLATT MASTER
Serial Number:	78465741	SPLATTMASTER
Serial Number:	78465103	SYVEN
Serial Number:	78434530	TRESPASS
Serial Number:	78703632	VENTS
Serial Number:	78703636	VENTS GOGGLES

CORRESPONDENCE DATA

Fax Number: (215)568-6499

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 215-568-6400

Email: ptomail@volpe-koenig.com, msnyder@volpe-koenig.com,
LMcGuinness@volpe-koenig.com

Correspondent Name: Michael F. Snyder

Address Line 1: 30 S. 17th Street

Address Line 2: Suite 1600

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Michael F. Snyder
Signature:	/Michael F. Snyder/
Date:	12/19/2006

Total Attachments: 4

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ASSIGNMENT

This ASSIGNMENT is effective as of the ____ day of November, 2006, by NATIONAL PAINTBALL SUPPLY, INC., a Delaware corporation ("Assignor"), to AJ ACQUISITION I LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor has intended to use the trademarks listed in attached Schedule A ("Marks") in commerce and has filed the intent-to-use applications listed in Schedule A ("Applications") indicating that intention, but Assignor has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act for any of these applications;

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to said Marks and Applications and the business and the goodwill of the business symbolized thereby and related thereto;

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement dated September 29, 2006, as amended (the "Asset Purchase Agreement") pursuant to the terms of which Assignor agreed to and did assign to Assignee all right, title and interest in and to said Marks and Applications as part of and along with the entire business to which the Marks pertain as required by 15 U.S.C. § 1060, and whereby Assignee is a successor to the business of the Assignor to which the Marks pertain;

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm such assignment to 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, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors, legal representatives and assigns, the entire right, title, and interest of Assignor in and to said Marks and Applications, together with the goodwill of the business symbolized thereby, and all claims, if any, which may have arisen thereunder prior to the date of this Assignment, including all choses in action relating to the Marks, claims for past, present and future damages, profits and costs, both in equity and law, for any infringement or infringements of the Marks accruing on or before the date of this Assignment

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

NATIONAL PAINTBALL SUPPLY, INC.

By:  EP 11/17/06

Name: Eugenio Postorivo, Jr.

Title: President

THE COMMONWEALTH/STATE OF New Jersey
County of Gloucester

This instrument was executed before me on this 17th day of November, 2006, by Eugenio Postorivo, Jr., the President of National Paintball Supply, Inc., a Delaware corporation, on behalf of said corporation.

WITNESS my hand and official seal.



Notary Public in and for

The Commonwealth/State of New Jersey

Barbara A. Rosenberger

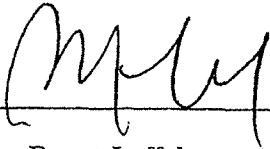
Printed or Typed Name of Notary

My Commission Expires _____

BARBARA A. ROSENBERGER
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 8/31/2007

IN WITNESS WHEREOF, Assignee has caused its duly authorized officer to execute this Assignment as of the date first above written.

AJ ACQUISITION I LLC

By: 

Name: Brent Leffel

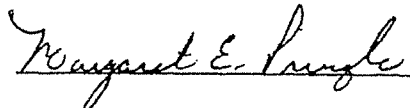
Title: President

THE COMMONWEALTH/STATE OF New York

County of NEW YORK

This instrument was executed before me on this ____ day of _____, 2006, by Brent Leffel, the President of AJ Acquisition I LLC, a Delaware limited liability company, on behalf of said company.

WITNESS my hand and official seal.



Notary Public in and for

The Commonwealth/State of NEW YORK

MARGARET E. PRINGLE

Printed or Typed Name of Notary

My Commission Expires OCTOBER 7, 2010

MARGARET E. PRINGLE
Notary Public, State of New York
No. 01PR6081492
Qualified in Queens County
Commission Expires October 7, 2010

TRADEMARK
REEL: 003447 FRAME: 0358

Schedule A

Trademark applications:

TRADEMARK	APP. NO.	FILED
AIR RAID	78/533,433	12/16/2004
BEAST	76/537,368	8 /14/2003
CONTACT	78/582,564	3 /8 /2005
CRUSH	78/470,702	8 /20/2004
DEATH ROW	78/160,635	9 /4 /2002
FORBIDDEN	78/434,519	6 /14/2004
HAZE	76/537,373	8 /14/2003
HELIX	78/473,100	8 /25/2004
HELIX	78/977,738	8 /25/2004
HELLION	76/537,374	8 /14/2003
INERTIA	78/685,517	8 /4 /2005
INSTINCT	78/684,521	8 /3 /2005
KRUSH	78/470,703	8 /20/2004
LIQUID	76/491,445	2 /24/2003
LONGSHOT	76/544,188	8 /28/2003
MOMENTUM	78/630,565	5 /16/2005
NEW REGIME	78/843,484	3 /22/2006
NUKE	76/565,547	12/5 /2003
NUKES	76/565,546	12/5 /2003
ONYX	78/644,585	6 /6 /2005
PAINTBALL2XTREMES	76/174,290	12/1 /2000
PULSE	77/025,921	10/20/2006
REGIME	78/843,479	3 /22/2006
SABOTAGE	76/301,372	8 /16/2001
SCORCHED	76/537,371	8 /14/2003
SPECIES	76/537,369	8 /14/2003
SPLATT MASTER	78/465,114	8 /10/2004
SPLATTMASTER	78/465,741	8 /11/2004
SYVEN	78/465,103	8 /10/2004
TRESPASS	78/434,530	6 /14/2004
VENTS	78/703,632	8 /30/2005
VENTS GOGGLES	78/703,636	8 /30/2005