

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| 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: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78638385 | EMPIRE SPORTS | |
| Serial Number: | 78638382 | | |
| Serial Number: | 78638390 | EMPIRE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (215)568-6499 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| 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/ | | |

OP \$90.00 78638385

Date:

12/19/2006

Total Attachments: 4

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ASSIGNMENT

This ASSIGNMENT is effective as of the ____ day of November, 2006, by EMPIRE SPORTS, LLC, a Delaware limited liability company ("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.

EMPIRE SPORTS, LLC

By:  EP 11/17/06

Name: Eugenio Postorivo, Jr.

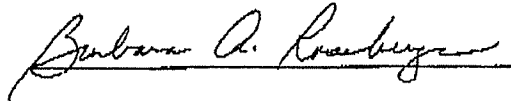
Title: President

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 Empire Sports 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 Jersey

Barbara A. Rosenberger

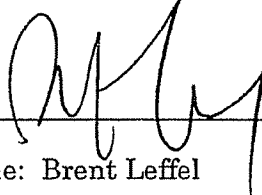
Printed or Typed Name of Notary

My Commission Expires _____

BARBARA A. ROSENBERGER
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 8/26/2007

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

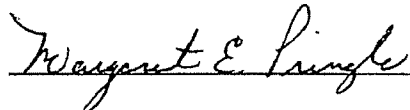
Title: President

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

Schedule A

Trademark applications:

| TRADEMARK | APP. NO. | FILE |
|---|------------|-----------|
| EMPIRE SPORTS | 78/638,385 | 5/26/2005 |
| EMPIRE SPORTS double E logo design  | 78/638,382 | 5/26/2005 |
| EMPIRE | 78/638,390 | 5/26/2005 |