

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: 35

Property Type	Number	Word Mark
Serial Number:	75528823	32 DEGREES AS COOL AS ICE
Serial Number:	76140080	98 DEGREES
Serial Number:	76056002	AIR AMERICA
Serial Number:	76149840	ARMAGEDDON
Serial Number:	76977752	CRUCIFIRE
Serial Number:	75628606	DIABLO
Serial Number:	76301675	EMPIRE
Serial Number:	76975829	EMPIRE
Serial Number:	77002523	EMPIRE
Serial Number:	77002536	EMPIRE
Serial Number:	77002545	EMPIRE
Serial Number:	78930887	
Serial Number:	78689613	FORMULA 13
Serial Number:	76355960	FUEL

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Serial Number:	77017393	FUEL
Serial Number:	76383531	HALO
Serial Number:	78146853	HALO
Serial Number:	78253949	HEAT
Serial Number:	76465376	HYBRID
Serial Number:	76530425	ICON
Serial Number:	75979170	KING OF PAINTBALL
Serial Number:	75394732	KING OF PAINTBALL
Serial Number:	78975600	MONGOOSE
Serial Number:	74638066	NATIONAL PAINTBALL SUPPLY
Serial Number:	76976209	NIGHTMARE
Serial Number:	78445534	NITE LOADER
Serial Number:	78147219	
Serial Number:	76391545	ODYSSEY PAINTBALL PRODUCTS
Serial Number:	76174289	PAINTBALL2XTREMES
Serial Number:	76174288	PAINTBALL2XTREMES
Serial Number:	76117758	PAINTBALLHUT.COM
Serial Number:	75931808	REBEL
Serial Number:	76977721	SCORCHED
Serial Number:	78742969	SILVER BULLET
Serial Number:	76977751	WRATH

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: 5

TRADEMARK
REEL: 003447 FRAME: 0474

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TRADEMARK 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 is the owner of the entire right, title and interest in and to the trademarks, trademark registrations, and trademark applications identified on Schedule A attached hereto together with the goodwill of the business symbolized thereby and related thereto (collectively, the “Marks”);

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Marks and the business and goodwill of the business in connection with which the aforesaid Marks have been used;

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement dated September 29, 2006, as amended, pursuant to the terms of which Assignor agreed to and did assign all right, title and interest of Assignor in and to the Marks to Assignee, and pursuant to which Assignor assigned the entire business associated with the Marks to Assignee, and whereby Assignee is a successor to the business of the Assignor to which the Marks pertain; and

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm such assignment to Assignee;

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, together with the business and goodwill of the business symbolized and associated with the aforesaid Marks, 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.

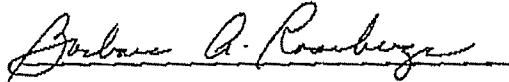
Title: President

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

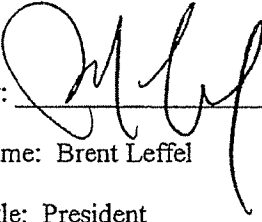
Printed or Typed Name of Notary

My Commission Expires _____

BARBARA A. ROSENBERGER
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 8/16/2007

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

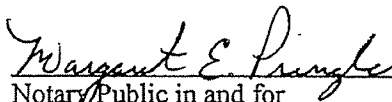
By: 
Name: Brent Leffel
Title: President

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

Trademarks

TRADEMARK	APP. NO	REG. NO.	FILED
32 DEGREES AS COOL AS ICE	75/528,823	2,265,029	7 /31/1998
98 DEGREES	76/140,080	2,536,024	10/3 /2000
AIR AMERICA	76/056,002	2,461,648	5 /22/2000
ARMAGEDDON	76/149,840	2,682,376	10/19/2000
CRUCIFIRE	76/977,752	3,029,961	8 /14/2003
DIABLO	75/628,606	2,885,506	1 /27/1999
EMPIRE	76/301,675	3,093,500	8 /16/2001
EMPIRE	76/975,829	2,818,253	8 /16/2001
EMPIRE	77/002,523		9 /19/2006
EMPIRE	77/002,536		9 /19/2006
EMPIRE	77/002,545		9 /19/2006
EMPIRE Logo (stylized design) 	78/930,887		7 /17/2006
FORMULA 13	78/689,613	3,123,467	8 /10/2005
FUEL	76/355,960	2,757,192	1 /7 /2002
FUEL	77/017,393		10/10/2006
HALO	76/383,531	2,674,807	3 /7 /2002
HALO AND DESIGN	78/146,853	2,913,801	7 /24/2002
HEAT	78/253,949	2,973,350	5 /23/2003
HYBRID	76/465,376	2,788,487	11/7 /2002
ICON	76/530,425	2,850,622	7 /17/2003
KING OF PAINTBALL	75/979,170	2,367,141	11/24/1997
KING OF PAINTBALL	75/394,732	2,550,264	11/24/1997
MONGOOSE	78/975,600	2,913,976	9 /4 /2002
NATIONAL PAINTBALL SUPPLY	74/638,066	2,074,871	2 /22/1995
NIGHTMARE	76/976,209	2,815,675	8 /16/2001
NITE LOADER	78/445,534		7 /2 /2004
O-DESIGN	78/147,219	2,955,501	7 /24/2002
ODYSSEY PAINTBALL PRODUCTS	76/391,545	2,839,501	4 /4 /2002
PAINTBALL2XTREMES	76/174,289	2,587,777	12/1 /2000
PAINTBALL2XTREMES AND DESIGN	76/174,288	2,661,673	12/1 /2000
PAINTBALLHUT.COM	76/117,758	2,897,581	8 /28/2000
REBEL	75/931,808	2,491,484	2 /23/2000
SCORCHED	76/977,721	3,007,718	8 /14/2003
SILVER BULLET	78/742,969	3,148,624	10/28/2005
WRATH	76/977,751	3,018,369	8 /14/2003