

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Procaps L.P.		04/01/2008	LIMITED PARTNERSHIP: CANADA

RECEIVING PARTY DATA

Name:	National Bank of Canada
Street Address:	1155 Metcalfe Street, 5th Floor
City:	Montreal, Quebec
State/Country:	CANADA
Postal Code:	H3B 4S9
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2180812	PROBALL
Registration Number:	3234278	VOODOO
Registration Number:	2395298	POWER BALL
Registration Number:	3261925	ARCHON
Registration Number:	3178044	REVOLT
Registration Number:	3262083	INK'D
Registration Number:	3252966	ZAP
Registration Number:	2896309	CHRONIC
Registration Number:	3033321	ZAP PAINTBALL
Registration Number:	3092349	AMP
Registration Number:	3131507	ZAP EXTREME SPORTZ
Registration Number:	3339241	CRYPTIC
Registration Number:	3103511	SPANK
Registration Number:	3301667	VAPOR

OP \$440.00 2180812

Registration Number:	1797951	ZAP
Registration Number:	3006827	ZXS
Serial Number:	78251933	CHRONIC

CORRESPONDENCE DATA

Fax Number: (202)408-4400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202.408.4000
Email: docketing@finnegan.com
Correspondent Name: Christie Baty Heinze
Address Line 1: 901 New York Avenue, N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER: 8193.0092

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Attorney of Record

Signature: /Christie Baty Heinze/

Date: 05/09/2008

Total Attachments: 14
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SECOND CONFIRMATION AND SECURITY AGREEMENT

THIS SECOND CONFIRMATION AND SECURITY AGREEMENT (this "**Agreement**") is made as of the 1st day of April, 2008, by Procaps L.P. (formerly known as Paintball L.P., a limited partnership formed under the laws of the Province of Ontario, with its registered office at 100 King St. West, suite 5102, P.O. Box 438, Toronto, Ontario, M5X 1E3) (the "**Grantor**") to and for the benefit of National Bank of Canada (a bank formed under the laws of Canada, with an address at 1155 Metcalfe St., 5th Floor, Montreal, Quebec, Canada, H3B 4S9) (the "**Bank**") as collateral agent for the benefit of itself, the Administrative Agent and the present and future Lenders under that certain Credit Agreement bearing formal date of March 2, 2005 by and between the Grantor, the Bank, 2063149 Ontario Inc. (now known as Procaps G.P. Inc.), the Lenders named therein and National Bank Financial (as such credit agreement may be amended, modified, extended, renewed, replaced, restated, supplemented or refinanced from time to time, the "**Credit Agreement**").

WHEREAS, pursuant to the Credit Agreement, the Bank and the Lenders, subject to the terms and conditions contained therein, agreed to make certain credit facilities available to the Grantor, or otherwise to extend credit to the Grantor;

WHEREAS, as a condition precedent to the extension of credit to the Grantor under the Credit Agreement, the Grantor and the Bank entered into a security agreement dated as of March 4, 2005 (as such agreement may be amended, modified, extended, renewed, replaced, restated or supplemented from time to time, the "**Master Security Agreement**"), the Grantor and National Bank Trust Inc., as *fondé de pouvoir*, entered into a deed of hypothec and issue of bonds dated March 2, 2005 (as such deed may be amended, modified, extended, renewed, replaced or supplemented from time to time, the "**Deed of Hypothec**"), and the Grantor and the Bank entered into a Confirmation and Security Agreement dated as of July 31, 2006 (as such agreement may be amended, modified, extended, renewed, replaced, restated or supplemented from time to time, the "**First Confirmation**"). The Master Security Agreement, the Deed of Hypothec and the First Confirmation included as collateral all of the property and undertaking of the Grantor then owned or thereafter acquired and all of the property and undertaking in which the Grantor then had or thereafter acquired any interest including, without limitation, all present and future Intellectual Property (as hereinafter defined) including, without limitation, properties that are the subject of trademark or patent registrations or applications filed with a register (a "**Register**") maintained under the legislative or regulatory authority of a nation, country, state, municipality or other political subdivision, or with a register maintained by an authority established pursuant to a treaty (for example, the European Patent Convention);

WHEREAS the Grantor has undertaken, pursuant to the terms of the Credit Agreement, to execute and deliver in favor of the Bank and of the Lenders any and all documents which may be required to grant, register or perfect a security interest and Lien granted by the Grantor to the Bank or the Lenders, or for their benefit, on all present and future Intellectual Property of the Grantor (the "**Security Interest**");

WHEREAS the Grantor has acquired additional Intellectual Property (the "**Transferred IP**") and, for the purposes of registering the Security Interest against the Transferred IP, the

Grantor wishes to reacknowledge and reconfirm the Master Security Agreement, the Deed of Hypothec and the First Confirmation, and further, the Grantor, by this Agreement, wishes to grant a security interest in favor of the Bank in all of the Transferred IP now owned or hereinafter acquired by the Grantor, including, without limitation, the marks and inventions that are the subject of the registrations or applications described on Schedule A.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties have entered into the following agreement:

1. The capitalized terms used and not otherwise defined herein have the meaning ascribed thereto in the Credit Agreement;
2. This Agreement is in addition to, without prejudice to and supplemental to all other security now held or which may hereafter be held by the Bank or the Lenders or on their behalf;
3. This Agreement will be governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein;
4. The expression "**Intellectual Property**" means domestic and foreign: (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications for copyright registration; (iv) mask works, mask work registrations and applications for mask work registrations; (v) designs, design registrations, design registration applications and integrated circuit topographies; (vi) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade-mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (vii) computer software and programs (both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs; and (viii) any other intellectual property and industrial property;
5. The expression "**Secured Obligations**" means all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time and from time to time due or accruing due and owing by or otherwise payable by the Grantor to the Secured Creditors, or any one or more of them, in any currency, under, in connection with or pursuant to the Credit Agreement and any other Loan Document and any Derivative Instrument concluded from time to time by the Grantor and any Lender, and whether incurred by the Grantor alone or jointly

with another or others and whether as principal, guarantor or surety and in whatever name or style and includes the Expenses;

6. The expression "Expenses" means all expenses, costs and all charges incurred by or on behalf of the Secured Creditors in connection with this Agreement, the Master Security Agreement, the Deed of Hypothec, the First Confirmation and the property charged thereunder and hereunder (the "Collateral"), including all reasonable legal fees, court costs, receiver's or agent's remuneration and other expenses of taking possession of, repairing, protecting, insuring, preparing for disposition, realizing, collecting, selling, transferring, delivering or obtaining payment for the Collateral, and of taking, defending or participating in any action or proceeding in connection with any of the foregoing matters or otherwise in connection with the Secured Creditors' interest in any Collateral;
7. The expression "Secured Creditors" means the Bank, the Administrative Agent and the Lenders.
8. The Grantor and the Bank have caused this Agreement to be executed with the effect of memorializing and confirming the security interest and hypothec granted in the Master Security Agreement, the Deed of Hypothec and the First Confirmation on the Transferred IP, as amended from time to time, as security for the payment and performance of the Secured Obligations;
9. The Grantor hereby confirms that all of Grantor's Intellectual Property owned at the time of execution of the Master Security Agreement, the Deed of Hypothec or the First Confirmation, or thereafter acquired is charged under the Master Security Agreement, the Deed of Hypothec and the First Confirmation, including, without limitation, the marks and inventions that are the subject of the registrations or applications filed with the United States Patent and Trademark Office described on Schedule A to this Agreement;
10. Further, the Grantor, in order to secure the payment and performance of the Secured Obligations hereby irrevocably pledges, conveys and grants to the Bank, for the benefit of the Secured Creditors, a security interest in all of the Transferred IP now owned or hereinafter acquired by the Grantor, including, without limitation, the marks and inventions that are the subject of the registrations or applications described on Schedule A to this Agreement, and all substitutions and replacements of and increases, additions and, where applicable, accessions to the Transferred IP and all proceeds in any form derived directly or indirectly from any dealing with all or any part of the Transferred IP, including the proceeds of such proceeds;
11. If the grant of any Security Interest in any Intellectual Property under Section 10 would result in the termination or breach of the governing agreement relating to such Intellectual Property, then the applicable Intellectual Property will not be subject to any Security Interest under Section 10 but will be held in trust by the Grantor for the benefit of the Bank. The last day of the term of each license granted to the Grantor pursuant to any license agreement shall be excepted from this

Agreement and shall not form part of the Intellectual Property. The Grantor shall stand possessed of that day in trust to assign and dispose of it as the Bank directs.

12. The Security Interest granted hereunder shall not extend or apply to any right, title or interest of the Grantor under any present or future license agreements pursuant to which the Grantor is a licensee, to the extent such license agreements prohibit such a Security Interest from being granted without the consent or approval of another person as specified in such agreement and the Security Interest or assignment granted hereunder shall only apply upon such consent or approval being obtained, but the Grantor shall hold its interest therein in trust for the benefit of the Bank and shall grant a Security Interest to the Bank forthwith upon obtaining the consent of the other party thereto.
13. The Grantor represents and warrants that (i) the Grantor has the full right to enter into this Agreement; (ii) the Grantor is bound by this Agreement as well as by the Master Security Agreement, the Deed of Hypothec and the First Confirmation; (iii) between execution of the Master Security Agreement and the date of execution of this Agreement, the Grantor has not conveyed or purported to convey any interest in the Transferred IP, including, without limitation, the inventions that are the subject of the registrations or applications described on Schedule A to this Agreement, to any entity, or to otherwise encumber the Transferred IP in any way, and no such conveyances or encumbrances exist;
14. The security interest created hereby becomes and is enforceable against the Grantor upon the occurrence of an Event of Default (as defined in the Credit Agreement).

[signature page follows]

Executed and delivered by the undersigned on the above date.

PROCAPS L.P. (FORMERLY KNOWN AS PAINTBALL L.P.), herein acting and represented by its general partner, Procaps G.P. Inc.

By:  _____
Name: Howard Tafler
Title: Chief Financial Officer

NATIONAL BANK OF CANADA, AS ADMINISTRATIVE AND COLLATERAL AGENT

By: _____
Name:
Title:


By: _____
Name:
Title:

Executed and delivered by the undersigned on the above date.

PROCAPS L.P. (FORMERLY KNOWN AS PAINTBALL
L.P.), herein acting and represented by its general partner,
Procaps G.P. Inc.

By: 
Name: Howard Tafles
Title: Chief Financial Officer

NATIONAL BANK OF CANADA, AS ADMINISTRATIVE
AND COLLATERAL AGENT

By: 
Name: FRAN GOSSETIN
Title: SENIOR MANAGER

By: _____
Name:
Title:

SCHEDULE A

PATENTS

Patent Application Numbers:

Patent No.6,722,073 - Barrel Block Device

TRADEMARKS

See attached.

COMMON LAW TRADEMARKS

Tork
Chronic 420
Winforce
Stone Cold

COMMON LAW COPYRIGHTS

Common law copyrights with respect to original website and advertising materials.

LICENSED SOFTWARE

NetSuite
Pro-E (CAD program)
Adobe
Microsoft

TRADE SECRET

'Laminate' ball – a composite 2 layer gel construction
Canola oil fill process
Any know-how or trade secrets associated with the manufacture of paintball, including the use of starch
Any know-how or trade secrets associated with the manufacture of the barrel blocking device

COMMON LAW TRADEMARKS

Taso
Indian Springs
Black Dragoon
Paintball

TOR_LAW\ 6832179\2

Registered Trademarks

COUNTRY	TITLE	SERIAL NO./ FILING DATE	PATENT or REG. NO./ISSUE DATE	STATUS	NOTES/ CURRENT OWNER
United States	VAPOR File Type: Trademark	78/483,497 9/14/2004	3,301,667 10/2/2007	ISSUED	Accucaps Industries Limited
Canada	VAPOR File Type: Foreign Trademark	1229300 09/03/2004	TMA683096 03/07/2007	ISSUED	Accucaps Industries Limited
United States	AMP File Type: Trademark	78/483,502 9/14/2004	3,092,349 5/16/2006	ISSUED	Accucaps Industries Limited
Europe	AMP File Type: Foreign Trademark	4035788 9/15/2004	4035788 6/21/2006	ISSUED	Accucaps Industries Limited [claims priority of Canada 1,229,301]
Canada	AMP File Type: Foreign Trademark	1229301 09/03/2004	TMA643906 07/08/2005	ISSUED	Accucaps Industries Limited
United States	ZXS DESIGN File Type: Trademark	76/341,798 11/27/2001	3,006,827 10/18/2005	ISSUED	Accucaps Industries Limited
Canada	ZXS DESIGN File Type: Foreign Trademark	1121436 11/07/2001	TMA624469 11/03/2004	ISSUED	Accucaps Industries Limited
United States	SPANK File Type: Trademark	78/588,819 3/16/2005	3,103,511 6/13/2006	ISSUED	Accucaps Industries Limited

COUNTRY	TITLE	SERIAL NO./ FILING DATE	PATENT or REG. NO./ISSUE DATE	STATUS	NOTES/ CURRENT OWNER
Canada	SPANK File Type: Foreign Trademark	1234918 10/25/2004	TMA645318 08/03/2005	ISSUED	Accucaps Industries Limited
United States	ZAP & DESIGN File Type: Trademark	78/621,727 5/3/2005	3,252,966 6/19/2007	ISSUED	Accucaps Industries Limited
Europe	ZAP & Design File Type: Foreign Trademark	004374385 4/5/2005		PENDING	Accucaps Industries Limited [claims priority of Canada 1,252,339] [opposed by Costas (Irmias) & Co, LDA]
Canada	Zap & Design File Type: Foreign Trademark	1252339 03/30/2005	TMA657793 02/01/2006	ISSUED	Accucaps Industries Limited
Canada	INK'D File Type: Foreign Trademark	4/30/2004	TMA637,968 4/21/2005	ISSUED	Archon Paintball, Inc.
Europe	INK'D File Type: Foreign Trademark		4,066,247 11/30/2005	ISSUED	Archon Paintball, Inc.
United States	INK'D File Type: Trademark	78/496,356 10/7/2004	3,262,083 7/10/2007	ISSUED	Archon Paintball, Inc.

COUNTRY	TITLE	SERIAL NO./ FILING DATE	PATENT or REG. NO./ISSUE DATE	STATUS	NOTES/ CURRENT OWNER
United States	ARCHON File Type: Trademark	78/391,397 3/26/2004	3,261,925 7/10/2007	ISSUED	Archon Paintball, Inc.
Canada	ARCHON File Type: Foreign Trademark	1,230,851		PENDING	Archon Paintball, Inc. [claims priority of U.S. 3,261,925]
Canada	VOODOO File Type: Foreign Trademark	10/15/2004	TMA 683,104 03/07/2007	ISSUED	Archon Paintball, Inc.
Europe	VOODOO File Type: Foreign Trademark	4079349 10/19/2004		WITHDRAWN	Archon Paintball, Inc.
United States	VOODOO File Type: Trademark	78/404,283 4/19/2004	3,234,278 4/24/2007	ISSUED	Archon Paintball, Inc.
Europe	REVOLT File Type: Foreign Trademark	4111399 11/08/2004		WITHDRAWN	Archon Paintball, Inc.
Canada	REVOLT File Type: Foreign Trademark	11/01/2004	TMA 669,759 08/14/2006	ISSUED	Archon Paintball, Inc.
United States	REVOLT File Type: Trademark	78/505,291 10/25/2004	3,178,044 11/28/2006	ISSUED	Archon Paintball, Inc.
United States	POWER BALL File Type: Trademark	75/719,240 6/2/1999	2,395,298 10/17/2000	ISSUED	Archon Paintball, Inc.

COUNTRY	TITLE	SERIAL NO./ FILING DATE	PATENT or REG. NO./ISSUE DATE	STATUS	NOTES/ CURRENT OWNER
United States	PROBALL File Type: Trademark	75/370,113 10/8/1997	2,180,812 8/11/1998	ISSUED	Archon Paintball, Inc.
United States	CHRONIC File Type: Trademark	78/128,890 05/15/2002	2,896,309 10/19/2004	ISSUED	Accucaps Industries Limited
United States	CHRONIC File Type: Trademark	78/251,933 5/20/2003		PENDING	Accucaps Industries Limited
Europe	CHRONIC File Type: Foreign Trademark	003516218 11/3/2003	003516218 11/24/2005	ISSUED	Accucaps Industries Limited [claims priority of Canada 1,177,434]
Canada	CHRONIC File Type: Foreign Trademark	1133860 03/11/2002	TMA596097 12/01/2003	ISSUED	Accucaps Industries Limited
Canada	CHRONIC File Type: Foreign Trademark	1177434 02/08/2003	TMA654334 12/05/2005	ISSUED	Accucaps Industries Limited
Europe	CRANK File Type: Foreign Trademark	4081006 10/11/2004		WITHDRAWN	
United States	ZAP EXTREME SPORTZ (STYLIZED) File Type: Trademark	76/198,431 1/24/2001	3,131,507 8/22/2006	ISSUED	Accucaps Industries Limited

COUNTRY	TITLE	SERIAL NO./ FILING DATE	PATENT or REG. NO./ISSUE DATE	STATUS	NOTES/ CURRENT OWNER
Canada	ZAP EXTREME SPORTZ (STYLIZED) File Type: Foreign Trademark	1090018 01/23/2001	TMA616437 08/09/2004	ISSUED	Accucaps Industries Limited
United States	ZAP PAINTBALL (STYLIZED) File Type: Trademark	75/932,596 3/1/2000	3,033,321 12/27/2005	ISSUED	Accucaps Industries Limited
Europe	ZAP PAINTBALL & Design File Type: Foreign Trademark	001791193 8/3/2000	001791193 8/3/2000	ISSUED	Accucaps Industries Limited [claims priority of Canada 1,046,840]
United States	ZAP File Type: Trademark	74/238,146 1/16/1992	1,797,951 10/12/1993	ISSUED	Accucaps Industries Limited
Australia	ZAP File Type: Foreign Trademark	A583,309 7/28/1992	583,309 7/28/1992	ISSUED	Accucaps Industries Limited
Germany	ZAP File Type: Foreign Trademark		2,047,201 10/18/1993	ISSUED	Accucaps Industries Limited
Brazil	ZAP File Type: Foreign Trademark	821,408,216 2/11/1999		ABANDONED	

COUNTRY	TITLE	SERIAL NO./ FILING DATE	PATENT or REG. NO./ISSUE DATE	STATUS	NOTES/ CURRENT OWNER
Canada	ZAP PAINTBALL & Design File Type: Foreign Trademark	1046840 02/11/2000	TMA560680 04/24/2002	ISSUED	Accucaps Industries Limited
Canada	ZAP PAINTBALL & Design File Type: Foreign Trademark	1046839 02/11/2000	TMA560502 04/24/2002	ISSUED	Accucaps Industries Limited
Canada	ZAP File Type: Foreign Trademark	0700324 03/05/1992	TMA410518 04/02/1993	ISSUED	Accucaps Industries Limited
Germany	ZAP File Type: Foreign Trademark		2,047,201 10/18/1993	ISSUED	Accucaps Industries Limited
Germany	ZAP File Type: Foreign Trademark	12/19/2002	30262224.1 07/18/2003	ISSUED	Accucaps Industries Limited
Europe	ZAP File Type: Foreign Trademark	003417151 11/25/2003	003417151 1/15/2007	ISSUED	Accucaps Industries Limited [Opposed by CMC Sport GM]
United Kingdom	ZAP File Type: Foreign Trademark	1,507,470 3/5/1992	1,507,470 3/5/1992	ISSUED	Accucaps Industries Limited

COUNTRY	TITLE	SERIAL NO./ FILING DATE	PATENT or REG. NO./ISSUE DATE	STATUS	NOTES/ CURRENT OWNER
United States	CRYPTIC File Type: Trademark	78/466,211 8/12/2004	3,339,241 11/20/2007	ISSUED	Zap Paintball Inc./Accucaps Industries Limited
Canada	CRYPTIC File Type: Foreign Trademark	1224528 07/22/2004	TMA683487 03/13/2007	ISSUED	Accucaps Industries Limited
Europe	CRYPTIC File Type: Foreign Trademark	004080602 10/12/2004	004080602 12/14/2005	ISSUED	Accucaps Industries Limited