

TRADEMARK ASSIGNMENT

Electronic 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
Raymond Chabot Inc. as receiver of Procaps LP		12/20/2011	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	G.I. Sportz Inc.		
Street Address:	1375 32nd Avenue		
City:	Lachine, Quebec		
State/Country:	CANADA		
Postal Code:	H8T 3H2		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3135483	ORIGIN BASIC TRAINING	
CORRESPONDENCE DATA			
Fax Number:	(503)517-9919		
Phone:	503-517-8900		
Email:	craig.rogers@simpleiplaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Craig Rogers		
Address Line 1:	9600 SW Oak St.		
Address Line 2:	Suite 525		
Address Line 4:	Tigard, OREGON 97223		
ATTORNEY DOCKET NUMBER:	4200-0042		
DOMESTIC REPRESENTATIVE			
Name:			

OP \$40.00 3135483

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

NAME OF SUBMITTER:

Craig R. Rogers

Signature:

/Craig R. Rogers/

Date:

02/02/2012

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “**Assignment**”) is made in Montreal as of the 20th day of December, 2011 (the “**Effective Date**”).

BY AND BETWEEN: **RAYMOND CHABOT INC.**, a corporation duly incorporated under the laws of the Province of Québec, having its principal office at 2000 De La Gauchetière West Street, Suite 600, Montreal (Québec), H3B 4L8, Canada, herein acting in its capacity as receiver to the assets of Procaps L.P., Procaps G.P. Inc. and 9084-9654 Québec Inc.;

(the “**Assignor**”)

AND: **G.I. SPORTZ INC.**, a corporation duly incorporated under the laws of Canada, having a place of business at 1375 32nd Avenue, Lachine (Québec), H8T 3H2, Canada;

(the “**Assignee**”)

WHEREAS the Assignor was appointed receiver to the assets, undertakings and properties of Procaps L.P., Procaps G.P. Inc. and 9084-9654 Québec Inc. pursuant to three (3) judgments dated December 7, 2011 in the court files bearing the court numbers 500-11-041788-114, 500-11-041789-112 and 500-11-041790-110;

WHEREAS the Assignor wishes to assign to the Assignee all right, title and interest in and to all Intellectual Property of Procaps L.P., Procaps G.P. Inc. and 9084-9654 Québec Inc. (collectively, “Procaps”), including without limitation all patents, trade-marks, industrial designs and any other intellectual property assets, as set out in **Section 1** hereunder (collectively, the “**Intellectual Property**”);

WHEREAS pursuant to a deed of sale executed as of this day between the Assignor and the Assignee (the “**Deed of Sale**”), the Assignor sold, assigned and transferred and the Assignee purchased the Assets (as defined in the Deed of Sale) including the Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Assignor hereby sells, assigns and transfers to the Assignee and its successors, assigns and nominees absolutely and forever, the entire right, title and interest in and to the Intellectual Property, on an as is, where is basis, without warranty whatsoever

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including legal, conventional or otherwise, at the risk and peril of the Assignee, including without limitation:

- (a) all inventions, discoveries, processes, techniques, developments and related improvements whether or not patentable;
- (b) all industrial designs, patents, patent applications, divisionals, continuations, reissues, renewals, registrations, confirmations, re-examinations, extensions and any provisional applications, or any such patents or patent applications, and any foreign or international equivalent of any of the foregoing, including but not limited to the items listed on **Exhibit A** hereto;
- (c) all registered, unregistered or pending trademarks, trade dress, service marks, service names, trade names, brand names, logos, domain names, or business symbols and any foreign or international equivalent of any of the foregoing and all goodwill associated therewith and any applications in connection with the foregoing including but not limited to the items listed on **Exhibit B** hereto;
- (d) all work specifications, software (including object and source code listing) and artwork;
- (e) all technical, scientific and other know-how and information, trade secrets, methods, processes, practices, formulas, designs, assembly procedures, specifications owned or used by Procaps;
- (f) all copyrights and work for hire;
- (g) all assets used or useful by Procaps in the conduct of its business over the internet or in any electronic medium, including any websites or domain names owned by Procaps;
- (h) all assignments, transfers, permissions, rights or licenses granted to Procaps relating to any of the foregoing, whether, express, implied or by operation of law;
- (i) all accounts, contract rights, claims, and general intangibles (including payment intangibles) relating to any of the foregoing including but not limited to all licenses and settlements relating to the foregoing;
- (j) the settlement agreement effective as of May 30, 2008 by and among KEE Action Sports LLC, KEE Action Sports I LLC and Procaps L.P. (the "**KEE Settlement Agreement**");
- (k) all other rights of every kind whatsoever accruing thereunder or pertaining thereto whether arising in the past, concurrently with the closing of this agreement or thereafter, and

- (l) all claims for and rights to damages or other relief by way of past, present and future infringements of any of the foregoing.


Each of the foregoing to be held and enjoyed by Assignee, for its own use and benefit, and for its successors and assigns to the full end of the term for which such rights may exist in any country, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made.

2. The Assignee hereby accepts the sale, assignment and transfer by the Assignor set out in paragraph 1 hereof. Moreover, the Assignee agrees to observe and perform all of the duties, obligations, terms, provisions, undertakings and covenants of the KEE Settlement Agreement which arise after the date hereof.
3. The Assignor hereby authorizes the Assignee to request the relevant Intellectual Property Offices to record the Assignee as the assignee and owner of the Intellectual Property.
4. This Assignment is effective as of the Effective Date. The Assignor shall, without further consideration, comply with any reasonable request by Assignee to execute and deliver promptly any additional documents and do such further acts and things as may be necessary in order to give effect to the assignment of rights reflected herein.
5. Subject to any applicable legislation, the parties agree that the assignment of each Intellectual Property asset shall be construed as separable and divisible from the assignment of every other Intellectual Property asset. The unenforceability or invalidity of this Assignment with respect to any one Intellectual Property asset shall not limit its enforceability or validity, in whole or in part, with respect to any other Intellectual Property asset.
6. This Assignment, together with the Offer, represents the entire agreement between the parties with respect to the ownership and assignment of the Intellectual Property, and supercedes any and all prior agreements, understandings and communications between the parties, whether oral or written, with respect thereto.
7. This Assignment shall be construed and enforced in accordance with the laws of the Province of Québec and the laws of Canada applicable therein.
8. The parties hereby agree that this Assignment and all documents used to effect this transaction will be in English language. *Les parties aux présentes conviennent que la présente cession et tous les documents s'y rapportant soient rédigés en langue anglaise seulement.*
9. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[Signature page is next]

Executed at Montréal Province of Québec, this 20 day of December, 2011.
PROVINCE OF QUÉBEC
District of Montréal

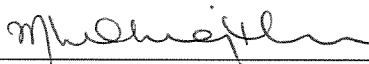
**RAYMOND CHABOT INC., in its capacity as
receiver to the assets of Procaps L.P., Procaps G.P.
Inc. and 9084-9654 Québec Inc.**

By: 
Name: Benoit Fontaine
Title: Authorized Representative

Before me this 20th day of December, 2011, personally appeared the
above-named individual, to me known to be the person who is described in and who executed the
foregoing assignment instrument and acknowledged to me that he executed the same of his own
free will for the purpose therein expressed.

SOLEMNLY SWORN BEFORE ME

At the City and District of Montreal, this 20th day
of December, 2011


Commissioner for Oaths ~~For~~ all Judicial
Districts of the Province of Quebec



Executed at Montréal Province of Québec, this 20 day of December, 2011.
PROVINCE OF QUÉBEC
District of Montréal

G.I. SPORTZ INC.


By: 
Name: Richmond Italia
Title: President

EXHIBIT "A"

CANADIAN PATENTS AND PATENT APLICATIONS

Patent Number	Patent Title	Status
<u>2664896</u>	PROTECTIVE FACE MASK	Pending
<u>2297351</u>	PROTECTIVE MASK WITH THROAT GUARD FOR PHYSICAL GAMES	Pending
<u>2572937</u>	PAINTBALL AND METHOD OF MANUFACTURE	Pending
<u>2658457</u>	PAINTBALL GUN LOADING METHODS AND APPARATUS	Pending
<u>2518683</u>	PROTECTIVE MASK FOR PAINTBALL	Pending
<u>2297355</u>	PROTECTIVE MASK WITH ANCHOR CLAMP FOR PHYSICAL GAMES	Issued
<u>2243413</u>	PROTECTIVE EYEGLASS ASSEMBLY FOR USE DURING SPORT ACTIVITIES	

CANADIAN REGISTERED INDUSTRIAL DESIGN

Design No.	Design Title	Status
<u>111724</u>	Paintball	Registered 2007-02-08

EXHIBIT "A"

U.S. PATENTS AND PATENT APPLICATIONS

<u>US Patent No.</u>	<u>Title</u>
6,797,201	Multicolor Gelatin Ribbons and Manufacture of Soft Gelatin Products
7,320,144	Protective Mask with Removable Lens
7,841,328	Paintball Gun Loading Methods and Apparatus
D574,903	Paintball
D527,062	Paintball

<u>US Patent No.</u>	<u>Title</u>
6,520,172	Electrically operated paintball gun
6,516,791	Electrically operated paintball gun
5,393,054	Paint ball

<u>US Patent App. Publication No.</u>	<u>Title</u>
20050035475	Multicolor Gelatin Ribbons and Manufacture of Soft Gelatin Products
20050237371	Gelatin Ribbon Printing Method and Apparatus
20060090234	Protective Mask for Paintball
20070148380	Paintball and Method of Manufacture
20080086795	Protective Face Mask
20090260536	Paintball and Method of Manufacture
20100206282	Paintball Gun Loading Methods and Apparatus

EXHIBIT "B"

CANADIAN TRADE-MARKS AND TRADE-MARK APPLICATIONS

No.	Trade-mark	App No.	Status and Registration No.
1	AMP	1,229,301	Registered TMA643,906
2	BLAZE	1,223,527	Registered TMA678,533
3	BRONZE	1,303,228	Registered TMA754,918
4	CHRONIC	1,133,860	Registered TMA596,097
5	CHRONIC	1,177,434	Registered TMA654,334
6	CONQUEST	1,063,777	Registered TMA656,550
7	CONTROL THE GAME	1,361,095	Registered TMA776,135
8	CRYPTIC	1,224,528	Registered TMA683,487
9	DRAXXUS	1,223,526	Registered TMA662,473
10	DXS	1,364,266	Registered TMA781,933
11	DXS & Design	1,364,267	Registered TMA781,935
12	DXS CONTROL THE GAME	1,361,107	Registered TMA775,377
13	ECOFILL	1,450,045	Allowed N/A
14	FROSTBITE	1,286,239	Registered TMA758,084
15	GOLD	1,303,226	Registered TMA755,177
16	GRILL	1,300,655	Registered TMA715,668
17	HELLFIRE	1,223,529	Registered TMA682,399
18	INFERNO	1,223,530	Registered TMA682,476
19	INK'D	1,215,382	Registered TMA637,968
20	MIDNIGHT	1,223,528	Registered TMA682,241
21	PROCAPS & Design (black and white)	1,251,716	Registered TMA705,101
22	PULSE	1,303,231	Registered TMA755,013
23	REC-SPORT	1,270,934	Registered TMA678,594
24	REVOLT	1,235,663	Registered TMA669,759
25	SILVER	1,303,227	Registered TMA754,897
26	SPANK	1,234,918	Registered TMA645,318
27	TRIUMPH	1,250,373	Registered TMA711,027
28	V FORCE	1,055,879	Registered TMA649,885
29	VAPOR	1,229,300	Registered TMA683,096
30	VOODOO	1,233,930	Registered TMA683,104
31	XARMOR	1,387,785	Registered TMA794,323
32	XBALL	1,223,531	Registered TMA695,831

33	ZAP	700,324	Registered TMA410,518
34	ZAP & Design	1,252,339	Registered TMA657,793
35	ZAP EXTREME SPORTZ & DESIGN	1,090,018	Registered TMA616,437
36	ZAP PAINTBALL & DESIGN	1,046,839	Registered TMA560,502
37	ZAP PAINTBALL & DESIGN	1,046,840	Registered TMA560,680
38	ZXS DESIGN	1,121,436	Registered TMA624,469

U.S. TRADE-MARKS

Serial Number	Reg. Number	Trade-Mark	Live/Dead
<u>78483502</u>	<u>3092349</u>	AMP	<u>LIVE</u>
<u>78391397</u>	<u>3261925</u>	ARCHON	<u>LIVE</u>
<u>78156791</u>	<u>2953041</u>	ARCTIC	<u>LIVE</u>
<u>78222755</u>	<u>2935539</u>	ARCTIC INFERNO	<u>LIVE</u>
85299959		BASIC TRAINING	LIVE
<u>76351502</u>	<u>2929235</u>	BLAZE	<u>LIVE</u>
78578250	3116514	BLAZE	LIVE
78895444	3312252	BRONZE	LIVE
<u>78128890</u>	<u>2896309</u>	CHRONIC	<u>LIVE</u>
78720449		COMMANDO	LIVE
78543719	3116306	CONQUEST	LIVE
<u>78466211</u>	<u>3339241</u>	CRYPTIC	<u>LIVE</u>
78817262	3187243	Design Mark	LIVE
78817269	3180971	Design Mark	LIVE
<u>78095313</u>	<u>3154669</u>	DRAXXUS	<u>LIVE</u>
78975864	2950395	DRAXXUS	LIVE
78976963	3137293	DRAXXUS PAINTBALLS	LIVE
78930554	3898175	DXS	LIVE
<u>77814251</u>	<u>3905249</u>	ECOFILL	<u>LIVE</u>
85299939		FIELD	LIVE
78792518	3393150	FROSTBITE	LIVE
78895418	3312250	GOLD	LIVE
85300006		GOLD HELLFIRE	LIVE
78882272	3500231	GRILL	LIVE
<u>76351500</u>	<u>2929233</u>	HELLFIRE	<u>LIVE</u>
78578255	3057849	HELLFIRE	LIVE
<u>76351501</u>	<u>2929234</u>	INFERNO	<u>LIVE</u>
78578262	3063251	INFERNO	LIVE
<u>78496356</u>	<u>3262083</u>	INK'D	<u>LIVE</u>

<u>76351503</u>	<u>2929236</u>	<u>MIDNIGHT</u>	<u>LIVE</u>
<u>78578139</u>	<u>3128981</u>	<u>MIDNIGHT</u>	<u>LIVE</u>
<u>78977005</u>	<u>3118456</u>	<u>NXL</u>	<u>LIVE</u>
<u>78578992</u>	<u>3153000</u>	<u>PODIUM</u>	<u>LIVE</u>
<u>75370113</u>	<u>2180812</u>	<u>PROBALL</u>	<u>LIVE</u>
<u>77403453</u>	<u>3582485</u>	<u>PROCAPS</u>	<u>LIVE</u>
<u>78492970</u>	<u>3402950</u>	<u>PROCAPS</u>	<u>LIVE</u>
<u>85299909</u>		<u>RECSPORT</u>	<u>LIVE</u>
<u>78578244</u>	<u>3179400</u>	<u>REC-SPORT</u>	<u>LIVE</u>
<u>78505291</u>	<u>3178044</u>	<u>REVOLT</u>	<u>LIVE</u>
<u>78895433</u>	<u>3312251</u>	<u>SILVER</u>	<u>LIVE</u>
<u>78588819</u>	<u>3103511</u>	<u>SPANK</u>	<u>LIVE</u>
<u>78549696</u>	<u>3442271</u>	<u>TRIUMPH</u>	<u>LIVE</u>
<u>78483497</u>	<u>3301667</u>	<u>VAPOR</u>	<u>LIVE</u>
<u>78543061</u>	<u>3445133</u>	<u>VFORCE</u>	<u>LIVE</u>
<u>78404283</u>	<u>3234278</u>	<u>VOODOO</u>	<u>LIVE</u>
<u>77421797</u>	<u>3904682</u>	<u>XARMOR</u>	<u>LIVE</u>
<u>78156363</u>	<u>3261735</u>	<u>XBALL</u>	<u>LIVE</u>
<u>78975962</u>	<u>2968809</u>	<u>XBALL</u>	<u>LIVE</u>
<u>78161276</u>	<u>3399304</u>	<u>XBALL PAINTBALL</u>	<u>LIVE</u>
<u>78979576</u>	<u>3400213</u>	<u>XBALL PAINTBALLS</u>	<u>LIVE</u>
<u>74238146</u>	<u>1797951</u>	<u>ZAP</u>	<u>LIVE</u>
<u>78621727</u>	<u>3252966</u>	<u>ZAP</u>	<u>LIVE</u>
<u>76198431</u>	<u>3131507</u>	<u>ZAP EXTREME SPORTZ</u>	<u>LIVE</u>
<u>75932596</u>	<u>3033321</u>	<u>ZAP PAINTBALL</u>	<u>LIVE</u>
<u>76341798</u>	<u>3006827</u>	<u>ZXS</u>	<u>LIVE</u>