

**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.	FORMERLY Paintball L.P.	12/20/2005	LIMITED PARTNERSHIP: ONTARIO

**RECEIVING PARTY DATA**

Name:	National Bank of Canada
Street Address:	1155 Metcalfe Street
Internal Address:	Fifth Floor
City:	Montreal
State/Country:	QUEBEC
Postal Code:	H3B 4S9
Entity Type:	Bank: CANADA

**PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark
Registration Number:	2953041	ARCTIC
Registration Number:	2935539	ARCTIC INFERNO
Registration Number:	2929235	BLAZE
Serial Number:	78095313	DRAXXUS
Serial Number:	78161281	DRAXXUS PAINTBALLS
Serial Number:	76526240	DRAXXUS XTREME SPORTSWEAR
Registration Number:	2929233	HELLFIRE
Registration Number:	2929234	INFERNO
Registration Number:	2929236	MIDNIGHT
Serial Number:	78168337	NATIONAL XBALL LEAGUE
Serial Number:	78168343	NXL
Serial Number:	78168810	NXL NATIONAL XBALL LEAGUE
Serial Number:	76345563	POWER GAMES

OP \$715.00 2953041

Serial Number:	78496652	PROCAPS
Serial Number:	78492970	PROCAPS
Serial Number:	78522585	STR8 P8NT
Serial Number:	78522595	STR8 PAINT
Serial Number:	78522524	STR8T P8NT
Serial Number:	78522517	STR8T PAINT
Serial Number:	78543061	VFORCE
Serial Number:	78156363	XBALL
Serial Number:	76184094	XBALL
Serial Number:	78161276	XBALL PAINTBALL
Serial Number:	78543719	CONQUEST
Serial Number:	78551523	
Serial Number:	78578625	
Serial Number:	78551505	
Serial Number:	78407731	IMPACT

**CORRESPONDENCE DATA**

Fax Number: (205)488-6770  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2055218770  
Email: cwilkerson@bradleyarant.com  
Correspondent Name: Crystal G. Wilkerson  
Address Line 1: 1819 Fifth Avenue North  
Address Line 4: Birmingham, ALABAMA 35203-2104

ATTORNEY DOCKET NUMBER:	STIKEMAN
NAME OF SUBMITTER:	Crystal Wilkerson
Signature:	/cwilkerson/
Date:	12/22/2005

**Total Attachments: 8**  
source=Confirmation and Security Agreement#page1.tif  
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**CONFIRMATION AND SECURITY AGREEMENT**

THIS CONFIRMATION AND SECURITY AGREEMENT (this "Agreement") is made as of the 20 day of Dec, 2005, 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., 5<sup>th</sup> 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 (the "Master Security Agreement") that 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 Intellectual Property (as hereinafter defined) which includes, among other things, all present and future Intellectual Property, including, without limitation, properties that are the subject of trademark or patent registrations or applications filed with the United States Patent and Trademark Office or of any other registrations or applications filed or obtained in the United States of America (the "US IP");

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 on present and future Intellectual Property of the Grantor (the "Security Interest");

WHEREAS, for purposes of registering the Security Interest on the US IP, the Grantor wishes to acknowledge and confirm the Master Security Agreement, as amended from time to time, and, further, the Grantor by this Agreement wishes to grant a security interest in favor of the Bank in all of the US 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 filed with the United States Patent and Trademark Office 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;
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 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 granted in the Master Security Agreement on the US 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, as amended from time to time, or thereafter acquired is charged under the Master Security Agreement, including, without limitation, the trademarks 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 US 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 filed with the United States Patent and Trademark Office described on Schedule A to this Agreement, and all substitutions and replacements of and increases, additions and, where applicable, accessions to the US IP and all proceeds in any form derived directly or indirectly from any dealing with all or any part of the US IP, including the proceeds of such proceeds;
11. 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; (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 US IP, including, without limitation, the marks and 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 US IP in any way, and no such conveyances or encumbrances exist;
12. 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.

("Grantor")

By:  
Name:  
Title:

  
\_\_\_\_\_

Howard Taha  
CEO

**NATIONAL BANK OF CANADA, AS ADMINISTRATIVE AGENT**

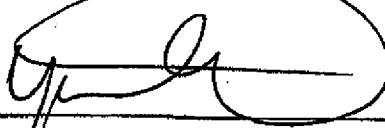
By:  
Name:  
Title:

  
\_\_\_\_\_

DOMINIC A. BLAISE

Vice President Loan Structuring and Syndication

By:  
Name:  
Title:

  
\_\_\_\_\_

Yanick Blanchard  
Director

## SCHEDULE A

U.S. Trademarks

APPLICATION NUMBER: 78156791 FILING DATE: 08/22/2002  
REGISTRATION NUMBER: 2953041 ISSUE DATE: 05/17/2005

MARK: ARCTIC  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 78222755 FILING DATE: 03/07/2003  
REGISTRATION NUMBER: 2935539 ISSUE DATE: 03/22/2005

MARK: ARCTIC INFERNO  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76351502 FILING DATE: 12/21/2001  
REGISTRATION NUMBER: 2929235 ISSUE DATE: 03/01/2005

MARK: BLAZE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 78095313 FILING DATE: 11/27/2001  
REGISTRATION NUMBER: ISSUE DATE:

MARK: DRAXIUS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 78161281 FILING DATE: 09/06/2002  
REGISTRATION NUMBER: ISSUE DATE:

MARK: DRAXXUS PAINTBALLS  
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 76526240 FILING DATE: 06/27/2003  
REGISTRATION NUMBER: ISSUE DATE:

MARK: DRAXXUS XTREME SPORTSWEAR  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76351500 FILING DATE: 12/21/2001  
REGISTRATION NUMBER: 2929233 ISSUE DATE: 03/01/2005

MARK: HELLFIRE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76351501 FILING DATE: 12/21/2001  
REGISTRATION NUMBER: 2929234 ISSUE DATE: 03/01/2005

MARK: INFERNO  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76351503 FILING DATE: 12/21/2001  
REGISTRATION NUMBER: 2929236 ISSUE DATE: 03/01/2005

MARK: MIDNIGHT  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 78522517  
REGISTRATION NUMBER:

FILING DATE: 11/24/2004  
ISSUE DATE:

MARK: STR8T PAINT  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 78543061  
REGISTRATION NUMBER:

FILING DATE: 01/06/2005  
ISSUE DATE:

MARK: VFORCE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 78156363  
REGISTRATION NUMBER:

FILING DATE: 08/21/2002  
ISSUE DATE:

MARK: XBALL  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76184094  
REGISTRATION NUMBER:

FILING DATE: 12/19/2000  
ISSUE DATE:

MARK: XBALL  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 78161276  
REGISTRATION NUMBER:

FILING DATE: 09/06/2002  
ISSUE DATE:

MARK: XBALL PAINTBALL  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 78543719  
REGISTRATION NUMBER:

FILING DATE: 01/07/2005  
ISSUE DATE:

MARK: CONQUEST  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 78551523  
REGISTRATION NUMBER:

FILING DATE: 01/21/2005  
ISSUE DATE:

MARK:  
DRAWING TYPE: MISCELLANEOUS DESIGN

APPLICATION NUMBER: 78578625  
REGISTRATION NUMBER:

FILING DATE: 03/02/2005  
ISSUE DATE:

MARK:  
DRAWING TYPE: MISCELLANEOUS DESIGN

APPLICATION NUMBER: 78551505  
REGISTRATION NUMBER:

FILING DATE: 01/21/2005  
ISSUE DATE:

MARK:  
DRAWING TYPE: MISCELLANEOUS DESIGN



APPLICATION NUMBER: 78168337  
REGISTRATION NUMBER:

FILING DATE: 09/26/2002  
ISSUE DATE:

MARK: NATIONAL XBALL LEAGUE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 78168343  
REGISTRATION NUMBER:

FILING DATE: 09/26/2002  
ISSUE DATE:

MARK: NXL  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 78168810  
REGISTRATION NUMBER:

FILING DATE: 09/27/2002  
ISSUE DATE:

MARK: NXL NATIONAL XBALL LEAGUE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 76345563  
REGISTRATION NUMBER:

FILING DATE: 12/06/2001  
ISSUE DATE:

MARK: POWER GAMES  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 78496652  
REGISTRATION NUMBER:

FILING DATE: 10/08/2004  
ISSUE DATE:

MARK: PROCAPS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 78492970  
REGISTRATION NUMBER:

FILING DATE: 10/01/2004  
ISSUE DATE:

MARK: PROCAPS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 78522585  
REGISTRATION NUMBER:

FILING DATE: 11/24/2004  
ISSUE DATE:

MARK: STR8 PSNT  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 78522595  
REGISTRATION NUMBER:

FILING DATE: 11/24/2004  
ISSUE DATE:

MARK: STR8 PAINT  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 78522524  
REGISTRATION NUMBER:

FILING DATE: 11/24/2004  
ISSUE DATE:

MARK: STR8T PSNT  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 78407731  
REGISTRATION NUMBER:

FILING DATE: 04/26/2004  
ISSUE DATE:

MARK: IMPACT  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

U.S. PATENTS

Patent Numbers:

6363528  
6381749  
D407858

Patent Application Numbers:

60/622940  
60/622939  
60/564692