

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Procaps, L.P.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other _____

Citizenship (see guidelines) Canada

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: National Bank of Canada
Internal _____
Address: 5th Floor
Street Address: 1155 Metcalfe St.
City: Montreal
State: Quebec
Country: Canada Zip: H3B 4S9

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) July 31, 2006

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) 3057849 (Hellfire)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James F. Ewing
Internal Address: 26th Floor
Street Address: 111 Huntington Avenue
City: Boston
State: MA Zip: 02199
Phone Number: 617-342-4000
Fax Number: 616-342-4001
Email Address: ptomall@boston@fley.com

6. Total number of applications and registrations involved: 8

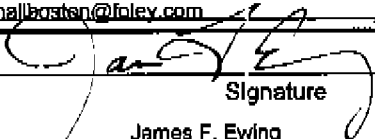
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-3431
Authorized User Name James F. Ewing

9. Signature:  _____
Signature Date September 19, 2006

James F. Ewing
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (Including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$215.00 503431 78549696

SCHEDULE A			
Serial No.	Registration No.	Mark	Filing Date
78578262	3063251	Inferno	3/2/2005
78975864	2950395	Draxxus	11/27/2001
78549696	--	Triumph	1/19/2005
78578139	--	Midnight	3/2/2005
78578149	--	DS	3/2/2005
78578244	--	Rec-Sport	3/2/2005
78578250	--	Blaze	3/2/2005

CONFIRMATION AND SECURITY AGREEMENT

THIS CONFIRMATION AND SECURITY AGREEMENT (this "Agreement") is made as of the 21st day of July, 2006, 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") and 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"). The Master Security Agreement and the Deed of Hypothec 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 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, 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 and, for the purposes of registering the Security Interest on the US IP, the Grantor wishes to reacknowledge and reconfirm the Master Security Agreement and the Deed of Hypothec, 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

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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 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;

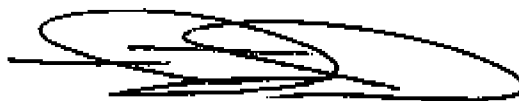
6. The expression "Expenses" means all expenses, costs and all charges incurred by or on behalf of the Secured Creditors in connection with this Agreement, the Master Security Agreement, the Deed of Hypothec and the property charged thereunder and hereunder (the "Collateral"), including all reasonable 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 and the Deed of Hypothec 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 and of the Deed of Hypothec, or thereafter acquired is charged under the Master Security Agreement and the Deed of Hypothec, 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 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 and the Deed of Hypothec; (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 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.



By: Name: *Edward Truant*
Title: *Director*

NATIONAL BANK OF CANADA, AS ADMINISTRATIVE AND COLLATERAL AGENT



By: Name: *DOMINIC ALBANESE*
Title: *VICE-PRESIDENT*



By: Name: *MARIE-HÉLÈNE CACROIX*
Title: *VICE-PRESIDENT*

SCHEDULE A**U.S. PATENTS****Patent Application Numbers:**

60/663256

60/753416

Utility Patent Application Numbers

USSN 11/210,821

U.S. TRADEMARKS

<u>Serial No.</u>	<u>Registration Number</u>	<u>Mark</u>	<u>Filing Date</u>
78578255	3057849	Hellfire	3/2/2005
78578262	3063251	Inferno	3/2/2005
78975864	2950395	Draxxus	11/27/2001
78549696	N/A	Triumph	1/19/2005
78578139	N/A	Midnight	3/2/2005
78578149	N/A	DS	3/2/2005
78578244	N/A	Rec-Sport	3/2/2005
78578250	N/A	Blaze	3/2/2005

FOLEY**FACSIMILE COVER SHEET****FOLEY & LARDNER LLP**

ATTORNEYS AT LAW

111 HUNTINGTON AVENUE, 26TH FLOOR
BOSTON, MASSACHUSETTS 02199-7610

TEL: 617.342.4000

FAX: 617.342.4001

DIRECT: 617.342-4088

PRIVILEGED AND CONFIDENTIALTo: Mail Stop Assignment
United States Patent and Trademark Office

Fax Number: 571 273-0140

Telephone Number:

From: James F. Ewing, Reg. No. 52,875 Atty. No.

Pages (including cover): 9 pgs.

Date: September 19, 2006

Client No.: 347225-0101

Comments:

Dear Sir or Madam:

Attached please find the following:

1. Recordation Form Cover Sheet Trademarks Only – 1 pg.
2. Schedule "A" (w/listing of Trademarks) – 1 pg.
3. Executed Confirmation and Security Agreement – 5 pgs.
4. Schedule "A" (w/listing of Patents and Trademarks) – 1 pg.

Kindly record the above documents at your earliest convenience. Please direct all future correspondence to us at the address listed below.

Sincerely,

James F. Ewing
Foley & Lardner LLP
111 Huntington Avenue
Boston, MA 02199
Telephone: (617) 342-4000
Fax: (617) 342-4001

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