

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AJ INTERMEDIATE HOLDINGS LLC		11/17/2006	LIMITED LIABILITY COMPANY: DELAWARE
AJ ACQUISITION HOLDINGS, INC.		11/17/2006	CORPORATION: DELAWARE
AJ ACQUISITION II LLC		11/17/2006	LIMITED LIABILITY COMPANY: DELAWARE
AJ ACQUISITION CANADA, INC.		11/17/2006	CORPORATION: DELAWARE
AJ ACQUISITION I LLC		11/17/2006	LIMITED LIABILITY COMPANY: DELAWARE
AJ ACQUISITION II CANADA LLC		11/17/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	1455 Market Street
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94103
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION:

**PROPERTY NUMBERS Total: 132**

Property Type	Number	Word Mark
Registration Number:	2265029	32 DEGREES AS COOL AS ICE
Registration Number:	2536024	98 DEGREES
Registration Number:	2461648	AIR AMERICA
Registration Number:	2682376	ARMAGEDDON
Registration Number:	3029961	CRUCIFIRE
Registration Number:	2885506	DIABLO
Registration Number:	3093500	EMPIRE

**OP \$3315.00 2265029**

Registration Number:	2818253	EMPIRE
Registration Number:	3123467	FORMULA 13
Registration Number:	2757192	FUEL
Registration Number:	2674807	HALO
Registration Number:	2913801	HALO
Registration Number:	2973350	HEAT
Registration Number:	2788487	HYBRID
Registration Number:	2850622	ICON
Registration Number:	2367141	KING OF PAINTBALL
Registration Number:	2550264	KING OF PAINTBALL
Registration Number:	2913976	MONGOOSE
Registration Number:	2074871	NATIONAL PAINTBALL SUPPLY
Registration Number:	2815675	NIGHTMARE
Registration Number:	2955501	
Registration Number:	2839501	ODYSSEY PAINTBALL PRODUCTS
Registration Number:	2587777	PAINTBALL2XTREMES
Registration Number:	2661673	PAINTBALL2XTREMES
Registration Number:	2897581	PAINTBALLHUT.COM
Registration Number:	2491484	REBEL
Registration Number:	3007718	SCORCHED
Registration Number:	3148624	SILVER BULLET
Registration Number:	3018369	WRATH
Serial Number:	78533433	AIR RAID
Serial Number:	76537368	BEAST
Serial Number:	78582564	CONTACT
Serial Number:	78470702	CRUSH
Serial Number:	78160635	DEATH ROW
Serial Number:	77002523	EMPIRE
Serial Number:	77002545	EMPIRE
Serial Number:	77002536	EMPIRE
Serial Number:	78930887	
Serial Number:	78638385	EMPIRE SPORTS
Serial Number:	78638382	
Serial Number:	78638390	EMPIRE
Serial Number:	78434519	FORBIDDEN

Serial Number:	77017393	FUEL
Serial Number:	76537373	HAZE
Serial Number:	78977738	HELIX
Serial Number:	78473100	HELIX
Serial Number:	76537374	HELLION
Serial Number:	78685517	INERTIA
Serial Number:	78684521	INSTINCT
Serial Number:	78470703	KRUSH
Serial Number:	76491445	LIQUID
Serial Number:	76544188	LONGSHOT
Serial Number:	78630565	MOMENTUM
Serial Number:	78843484	NEW REGIME
Serial Number:	78445534	NITE LOADER
Serial Number:	76565547	NUKE
Serial Number:	76565546	NUKES
Serial Number:	78644585	ONYX
Serial Number:	76174290	PAINTBALL2XTREMES
Serial Number:	77025921	PULSE
Serial Number:	78843479	REGIME
Serial Number:	76301372	SABOTAGE
Serial Number:	76537371	SCORCHED
Serial Number:	76537369	SPECIES
Serial Number:	78465114	SPLATT MASTER
Serial Number:	78465741	SPLATTMASTER
Serial Number:	78465103	SYVEN
Serial Number:	78434530	TRESPASS
Serial Number:	78703632	VENTS
Serial Number:	78703636	VENTS GOGGLES
Registration Number:	3156409	20/20
Registration Number:	3116466	20/20 ECHO
Registration Number:	2435371	ALL STAR
Registration Number:	3069023	BIG BALL
Registration Number:	2817805	BLACK MAXX
Registration Number:	3040643	BULLET PAQ
Registration Number:	2884138	DETONATOR

Registration Number:	3046758	DRIVER
Registration Number:	2827002	E
Registration Number:	2473351	EL TIGRE
Registration Number:	2433656	EURO-FLITE
Registration Number:	2689106	EVIL
Registration Number:	3034826	EXTREME RAGE
Registration Number:	2826892	FLASH
Registration Number:	2795648	FRENZEE
Registration Number:	3117940	INFLATAFIELD
Registration Number:	2435370	MARBALLIZER
Registration Number:	2995134	
Registration Number:	3049101	
Registration Number:	2981123	OMEN
Registration Number:	2902417	OVERDRIVE
Registration Number:	3160784	PCS PURSUIT COMBAT SYSTEMS
Registration Number:	2641796	PERFECT
Registration Number:	3021787	PIMP KIT
Registration Number:	2832745	PIPE
Registration Number:	2546609	PIRANHA
Registration Number:	2569582	PIRANHA
Registration Number:	2653365	PMI
Registration Number:	2812746	PMI
Registration Number:	2653364	PMI
Registration Number:	1407165	PMI PURSUIT MARKETING INC.
Registration Number:	2529549	PREMIUM
Registration Number:	2435372	PREMIUM GOLD
Registration Number:	2928336	PRIMER
Registration Number:	2821636	PRO-E
Registration Number:	2531744	PURE ENERGY
Registration Number:	2606800	PURE ENERGY
Registration Number:	2949859	RESPIRATOR
Registration Number:	2911702	SCION
Registration Number:	3083549	SHRAPNEL
Registration Number:	2926437	SMOKESTACK
Registration Number:	2986136	STATIC

Registration Number:	3080544	STINGER
Registration Number:	2945232	SUPER SWIRL
Registration Number:	2762247	TRRACER
Registration Number:	2891920	ULTRA
Registration Number:	2546608	X-RAY
Serial Number:	76380073	E-FORCE
Serial Number:	78181466	HEATHEN
Serial Number:	78402959	IGNITER
Serial Number:	78806352	MAXX55
Serial Number:	78181477	MINION
Serial Number:	78626479	PURSUIT COMBAT SYSTEMS
Serial Number:	78224285	RAVAGE
Serial Number:	78969733	REACTOR
Serial Number:	78636802	SPORTSHOT
Serial Number:	78918025	STACKABALLZ
Serial Number:	78230023	VINTAGE
Serial Number:	78707061	WHITE BOX
Serial Number:	78298114	WRAITH
Serial Number:	78298105	OUTRAGE
Serial Number:	78626480	PCS

**CORRESPONDENCE DATA**

Fax Number: (312)701-7711  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-701-7237  
Email: cdore@mayerbrownrowe.com  
Correspondent Name: Christopher Dore  
Address Line 1: 71 S. Wacker Drive  
Address Line 2: Mayer Brown Rowe & Maw LLP  
Address Line 4: Chicago, ILLINOIS 60606-4637

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/
Date:	12/14/2006

Total Attachments: 14  
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 17, 2006 (this "Agreement"), is made by AJ INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company (the "Borrower"), AJ ACQUISITION HOLDINGS, INC., a Delaware corporation ("Holdings"), AJ ACQUISITION I LLC, a Delaware limited liability company, AJ ACQUISITION II LLC, a Delaware limited liability company, AJ ACQUISITION II CANADA LLC, a Delaware limited liability company and AJ ACQUISITION CANADA, INC., a Delaware corporation (each, individually and collectively, the "Grantor"), in favor of BANK OF AMERICA, N.A., as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of November 17, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders and the Administrative Agent, the Lenders have extended Commitments to make Loans to the Borrowers; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a US Pledge and Security Agreement, dated as of November 17, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world or otherwise, and all common-Law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule I;

(b) all Trademark licenses and other agreements for the grant by or to such Grantor of any right to use any Trademark (each a "Trademark License"), including each Trademark License referred to in Item B of Schedule I;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (i) through (v) of Section 2.1 of the Security Agreement.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Waiver, etc.** The Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations, this Agreement and the Security Agreement and any requirement that any Secured Party protect, secure, perfect or insure any Lien, or any property subject thereto, or exhaust any right or take any action against any Grantor or any other Person (including any other Grantor) or entity or any Collateral securing the



Obligations, as the case may be. As provided below, this Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

SECTION 5. Release of Liens; Termination of Agreement. Upon (a) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)), without delivery of any instrument or performance of any act by any party. Upon the occurrence of the Termination Date, this Agreement and all obligations of each Grantor hereunder shall automatically terminate without delivery of any instrument or performance of any act by any party. A Grantor shall automatically be released from its obligations hereunder upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Subsidiary of any of Holdings and any of its Subsidiaries. Upon any such Disposition, other permitted transaction or termination, the Administrative Agent will, at the Grantors' sole expense, deliver to the Grantors, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 8. Governing Law, Entire Agreement, etc. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


SECTION 9. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 10. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.


\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Responsible Officer as of the date first above written.

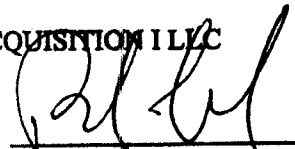
AJ INTERMEDIATE HOLDINGS LLC

By:   
Name: Brent Leffel  
Title: President

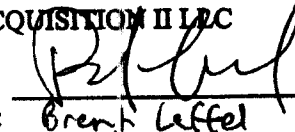
AJ ACQUISITION HOLDINGS, INC.

By:   
Name: Brent Leffel  
Title: President

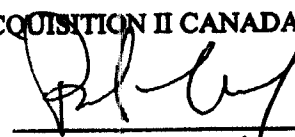
AJ ACQUISITION I LLC

By:   
Name: Brent Leffel  
Title: President

AJ ACQUISITION II LLC

By:   
Name: Brent Leffel  
Title: President

AJ ACQUISITION II CANADA LLC

By:   
Name: Brent Leffel  
Title: President

AJ ACQUISITION CANADA, INC.

By: 

Name: Brent Leibel

Title: President

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*Trademark Security Agreement*

TRADEMARK  
REEL: 003444 FRAME: 0494

**BANK OF AMERICA, N.A.,  
as Administrative Agent**

By: Alysa Trach  
Name: Alysa Trach  
Title: Vice President

**Schedule I  
Trademarks**

Item A: Set forth below is a complete and accurate list of all registered and applied for trademarks owned by each Grantor

Registered and applied for Trademarks owned by AJ Intermediate Holdings LLC

None.

Registered and applied for Trademarks owned by AJ Acquisition Holdings, Inc.

None.

Registered and applied for Trademarks owned by AJ Acquisition I LLC

Country	Trademark	Application Number	Registration Number	Registration Date	Filing Date	Status
AU	32 DEGREES	917434	917434	5 /4 /2004	6 /24/2002	REGISTERED
CA	32 DEGREES	1,168,527	TMA623,556	10/26/2004		REGISTERED
EU	32 DEGREES	002705234	002705234	5 /8 /2002	5 /8 /2002	REGISTERED
IP	32 DEGREES	2002-49551	4655455	3 /20/2003	6 /14/2002	REGISTERED
MX	32 DEGREES	608958	802297	8 /5 /2003	7 /8 /2003	REGISTERED
US	32 DEGREES AS COOL AS ICE	75/528,823	2,265,029	7/27/1999	7/31/1998	REGISTERED
US	98DEGREES	76/140,080	2,536,024	2 /5 /2002	10/3 /2000	REGISTERED
US	AIR AMERICA	76/056,002	2,461,648	6 /19/2001	5 /22/2000	REGISTERED
US	AIR RAID	78/533,433			12/16/2004	ALLOWED
US	ARMAGEDDON	76/149,840	2,682,376	2 /4 /2003	10 /19/2000	REGISTERED
US	BEAST	76/537,368			8 /14/2003	ALLOWED
US	CONTACT	78/582,564			3 /8 /2005	PENDING
US	CRUCIFIRE	76/977,752	3,029,961	12/13/2005	8 /14/2003	REGISTERED
US	CRUSH	78/470,702			8 /20/2004	SUSPENDED
US	DEATH ROW	78/160,635			9 /4 /2002	ALLOWED
AU	DIABLO	1013805	1013805	4 /19/2005	6 /24/2002	REGISTERED
AU	DIABLO	1013804	1013804	6 /26/2006	6 /24/2002	REGISTERED
CA	DIABLO	1,168,525	660,970	3 /20/2006	2 /25/2003	REGISTERED
EU	DIABLO	002642999	002642999	5/31/2006	3 /27/2002	REGISTERED
EU	DIABLO	001593011	001593011	10/16/2002	3 /30/2000	REGISTERED
JP	DIABLO	2002-49544	4729792	11/28/2003	6 /14/2002	REGISTERED
MX	DIABLO	608960			7 /8 /2003	PENDING
US	DIABLO	75/628,606	2,885,506	9 /21/2004	1 /27/1999	REGISTERED
EU	DOUBLE E LOGO	003314846	003314846	8 /16/2003	8 /6 /2003	REGISTERED

Country	Trademark	Application Number	Registration Number	Registration Date	Filing Date	Status
AU	EMPIRE	917435	917435	4/26/2005	6/24/2002	REGISTERED
CA	EMPIRE	1,168,526			2/19/2003	PENDING
ED	EMPIRE	002705812			5/10/2002	PENDING
JP	EMPIRE	2002-049555	4729793	11/23/2003	6/14/2002	REGISTERED
MX	EMPIRE	608959			7/8/2003	PENDING
US	EMPIRE	76/301,675	3,093,500	5/16/2006	8/16/2001	REGISTERED
US	EMPIRE	76/975,829	2,818,253	2/24/2004	8/16/2001	REGISTERED
US	EMPIRE	77/002,523			9/19/2006	PENDING
US	EMPIRE	77/002,545			9/19/2006	PENDING
US	EMPIRE	77/002,536			9/19/2006	PENDING
US	EMPIRE Logo (stylized design)	78/930,887			7/17/2006	PENDING
US	EMPIRE SPORTS	78/638,385			5/26/2005	PENDING
US	EMPIRE SPORTS double E logo design	78/638,382			5/26/2005	PENDING
US	EMPIRE	78/638,390			5/26/2005	PENDING
US	FORBIDDEN	78/434,519			6/14/2004	ALLOWED
US	FORMULA 13	78/689,613	3,123,467	8/1/2006	8/10/2005	REGISTERED
US	FUEL	76/355,960	2,757,192	8/26/2003	1/7/2002	REGISTERED
US	FUEL	77/017/393			10/10/2006	PENDING
US	HALO	76/383,531	2,674,807	1/14/2003	3/7/2002	REGISTERED
US	HALO AND DESIGN	78/146,853	2,913,801	12/21/2004	7/24/2002	REGISTERED
US	HAZE	76/537,373			8/14/2003	ALLOWED
US	HEAT	78/253,949	2,973,350	7/15/2005	5/23/2003	REGISTERED
US	HELIX	78/977,738			8/25/2004	PENDING
US	HELIX	78/473,100			8/25/2004	ALLOWED
US	HELLION	76/537,374			8/14/2003	ALLOWED
US	HYBRID	76/465,376	2,788,487	12/2/2003	11/7/2002	REGISTERED
US	ICON	76/530,425	2,850,622	6/8/2004	7/17/2003	REGISTERED
US	INERTIA	78/685,517			8/4/2005	ALLOWED
US	INSTINCT	78/684,521			8/3/2005	ALLOWED
US	KING OF PAINTBALL	751979,170	2,367,141	7/11/2000	11/24/1997	REGISTERED
US	KING OF PAINTBALL	75394,732	2,550,264	3/15/2002	11/24/1997	REGISTERED
US	KRUSH	78/470,703			8/20/2004	SUSPENDED
US	LIQUID	76/491,445			2/24/2003	ALLOWED
US	LONGSHOT	76/544,188			8/28/2003	ALLOWED
US	MOMENTUM	78/630,565			5/16/2005	ALLOWED
US	MONGOOSE	78/975,600	2,913,976	12/21/2004	7/24/2002	REGISTERED
CA	NATIONAL PAINT BALL SUPPLY	0852004	TMA503,763	11/6/1998	7/25/1997	REGISTERED
EU	NATIONAL PAINT BALL SUPPLY	003270444	003270444	11/3/2004	7/9/2003	REGISTERED
JP	NATIONAL. PAINT BALL SUPPLY	2002-049554	4655456	3/20/2003	6/14/2002	REGISTERED
MX	NATIONAL PAINT BALL SUPPLY	608957	818926	12/6/2004	7/8/2003	REGISTERED
MX	NATIONAL PAINT BALL SUPPLY	608956	802296	8/5/2003	7/8/2003	REGISTERED

Country	Trademark	Application Number	Registration Number	Registration Date	Filing Date	Status
AU	NATIONAL PAINTBALL SUPPLY	991790	991790	10/18/2004	3 /3 /2004	REGISTERED
US	NATIONAL PAINTBALL SUPPLY	741638,066	2,074,871	7 /1 /1997	2 /22/1995	REGISTERED
US	NEW REGIME	78/843,484			3 /22/2006	PENDING
US	NIGHTMARE	76/976,209	2,815,675	2 /17/2004	8 /16/2001	REGISTERED
US	NITE LOADER	78/445,534			7 /21/2004	ACCEPTED
US	NUKE	76/565,547			12/ 5/2003	ALLOWED
US	NUKES	76/565,,546			12/ 5/2003	ALLOWED
US	O-DESIGN	78/147,219	2,955,501	5 /24/2005	7 /24/2002	REGISTERED
US	ODYSSEY PAINTBALL PRODUCTS	76/391,545	2,839,501	5 /11/2004	4 /4 /2002	REGISTERED
US	ONYX	78/644,585			6 /6 /2005	PUBLISHED
US	PAINTBALL2XTRE MES	76/174,289	2,587,777	7 /2 /2002	12/1 /2000	REGISTERED
US	PAINTBALL2XTRE MES	76/174,290			12/1 /2000	ALLOWED
US	PAINTBALL2XTRE MES AND DESIGN	76/174,288	2,661,673	12/17/2002	12/1 /2000	REGISTERED
US	PAINTBALLHUT.COM	76/117,758	2,897,581	10/26/2004	8/28/2000	REGISTERED
US	PULSE	77/025,921			10/20/2006	PENDING
US	REBEL	75/931,808	2,491,484	9 /18/2001	2 /23/2000	REGISTERED
US	REGIME	78/843,479			3 /22/2006	PENDING
US	SABOTAGE	76/301,372			8 /16/2001	ALLOWED
EU	SCORCHED	004599387			8 /17/12005	PENDING
US	SCORCHED	761537,371			8 /14/2003	ALLOWED
US	SCORCHED	76/977,721	3,007,718	10/18/2005	8 /14/2003	REGISTERED
US	SILVER BULLET	78/742,969	3,148,624		10/28/2005	REGISTERED
US	SPECIES	76/537,369			8 /14/2003	ALLOWED
US	SPLATTMASTER	78/465,114			8 /10/2004	ALLOWED
US	SPLATTMASTER	78/465,741			8 /11/2004	ALLOWED
US	SYVEN	78/465,103			8 /10/2004	SUSPENDED
US	TRESPASS	78/434,530			6/14/2004	ALLOWED
US	VENTS	78/703,632			8 /30/2005	PENDING
US	VENTS GOGGLES	78/703,636			8 /30/2005	PENDING
US	WRATH	76/977,751	3,018,369	11/22/2005	8 /14/2003	REGISTERED

Registered and applied for Trademarks owned by AJ Acquisition II LLC

Country	Trademark	Application Number	Filing Date	Registration Number	Registration Date
US	20/20 (& DESIGN)	78/567729	15-Feb-2005	3156409	17-Oct-2006
US	20/20 ECHO (& DESIGN)	78/567733	15-Feb-2005	3116466	18-Jul-2006
US	ALL STAR	76/026459	14-Apr-2000	2435371	13-Mar-2001
US	BIG BALL	78/298693	10-Sep-2003	3069023	14-Mar-2006

US	BLACK MAXX	76/144478	10-Oct-2000	2817805	24-Feb-2004
US	BULLET PAQ	78/466582	12-Aug-2004	3040643	10-Jan-2006
US	DETONATOR	78/224176	11-Mar-2003	2884138	14-Sep-2004
US	DRIVER	78/238285	16-Apr-2003	3046758	17-Jan-2006
US	E (& DESIGN)	76/423978	18-Jul-2002	2827002	30-Mar-2004
US	E-FORCE	76/380073	08-Mar-2002		
US	EL TIGRE	76/026458	14-Apr-2000	2473351	31-Jul-2001
US	EURO-FLITE	76/026460	14-Apr-2000	2433656	06-Mar-2001
US	EVIL	76/114116	21-Aug-2000	2689106	18-Feb-2003
US	EXTREME RAGE	78/454021	21-Jun-2004	3034826	27-Dec-2005
US	FLASH	76/310776	10-Sep-2001	2826892	30-Mar-2004
US	FRENZEE	76/364387	29-Jan-2002	2795648	16-Dec-2003
US	HEATHEN	78/181466	04-Nov-2002		
US	IGNITER	78/402959	16-Apr-2004		
US	INFLATAFIELD	78/336459	04-Dec-2003	3117940	18-Jul-2006
US	MARBALLIZER	76/026456	14-Apr-2000	2435370	13-Mar-2001
US	MAXX55	78/806352	03-Feb-2006		
US	MINION	78/181477	04-Nov-2002		
US	MISCELLANEOUS DESIGN (FACE DESIGN)	78/454023	21-Jul-2004	2995134	13-Sep-2005
US	MISCELLANEOUS DESIGN (PAINTBALL)	78/437779	18-Jul-2004	3049101	24-Jan-2006
US	OMEN	78/430701	07-Jul-2004	2981123	02-Aug-2005
US	OUTRAGE	78/298105	09-Sep-2003		
US	OVERDRIVE	78/238286	16-Apr-2003	2902417	09-Nov-2004
US	PCS	78/626480	10-May-2005		
US	PCS PURSUIT COMBAT SYSTEMS (& DESIGN)	78/625459	09-May-2005	3160784	17-Oct-2006
US	PERFECT	76/145472	11-Oct-2000	2641796	29-Oct-2002
US	PIMP KIT	78/302829	19-Sep-2003	3021787	29-Nov-2005
US	PIPE	76/412640	22-May-2002	2832745	13-Apr-2004
US	PIRANHA	76/144485	10-Oct-2000	2546609	12-Mar-2002
US	PIRANHA (& DESIGN)	76/144486	10-Oct-2000	2569582	14-May-2002
US	PMI	76/144481	10-Oct-2000	2653365	26-Nov-2002
US	PMI (& CIRCLE DESIGN)	76/502094	19-Mar-2003	2812746	10-Feb-2004
US	PMI (& DESIGN)	76/144480	10-Oct-2000	2653364	26-Nov-2002
US	PMI PURSUIT MARKETING INC. (& DESIGN)	73/572313	09-Dec-1985	1407165	26-Aug-1986
US	PREMIUM	76/144484	10-Oct-2000	2529549	15-Jan-2002
US	PREMIUM GOLD	76/026461	14-Apr-2000	2435372	13-Mar-2001
US	PRIMER	78/298115	09-Sep-2003	2928336	22-Feb-2005
US	PRO-E	76/412828	22-May-2002	2821636	09-Mar-2004
US	PURE ENERGY	76/144479	10-Oct-2000	2531744	22-Jan-2002
US	PURE ENERGY (& DESIGN)	76/144483	10-Oct-2000	2606800	13-Aug-2002
US	PURSUIT COMBAT SYSTEMS	78/626479	10-May-2005		
US	RAVAGE	78/224285	11-Mar-2003		
US	REACTOR	78/969733	08-Sep-2006		
US	RESPIRATOR	78/207299	27-Jan-2003	2949859	10-May-2005
US	SCION	78/207342	27-Jan-2003	2911702	14-Dec-2004
US	SHRAPNEL	78/357926	27-Jan-2004	3083549	18-Apr-2006
US	SMOKESTACK	78/436718	17-Jun-2004	2926437	15-Feb-2005
US	SPORTSHOT	78/636802	25-May-2005		
US	STACKBALLZ	78/918025	27-Jun-2006		
US	STATIC	78/207322	27-Jan-2003	2986136	16-Aug-2005
US	STINGER	78/385777	17-Mar-2004	3080544	11-Apr-2006



US	SUPER SWIRL	78/298704	10-Sep-2003	2945232	26-Apr-2005
US	TRRACER	76/144476	10-Oct-2000	2762247	09-Sep-2003
US	ULTRA	78/207330	27-Jan-2003	2891920	05-Oct-2004
US	VINTAGE	78/230023	26-Mar-2003		
US	WHITE BOX	78/707061	06-Sep-2005		
US	WRAITH	78/298114	09-Sep-2003		
US	X-RAY	76/144482	10-Oct-2000	2546608	12-Mar-2002

Registered and applied for Trademarks owned by AJ Acquisition II Canada LLC

None.

Registered and applied for Trademarks owned by AJ Acquisition Canada, Inc.

None.

Item B: Set forth below is a complete and accurate list of all Trademark Licenses

Trademarks licenses where AJ Intermediate Holdings LLC is the licensor

None.

Trademarks licenses where AJ Intermediate Holdings LLC is the licensee

None.

Trademarks licenses where AJ Acquisition Holdings, Inc. is the licensor

None.

Trademarks licenses where AJ Acquisition Holdings, Inc. is the licensee

None.

Trademarks licenses where AJ Acquisition I LLC is the licensor

Licensee	Title	Subject
Applied Gas Technology, Inc.	Product Supply Agreement	Trademarks: EMPIRE, AIR AMERICA, "Double E" Logo, EMPIRE Logo, Air America Logo
HOVID Teoranta	PRODUCT SUPPLY AGREEMENT	Trademarks: SCORCHED; 32 DEGREES
Indian Creek Designs, Inc.	TRADEMARK & PATENT ASSIGNMENT, PRODUCT DEVELOPMENT AND PRODUCT SUPPLY AGREEMENT	TRADEMARK: "Panther VTS", "Panther II VTS", "LineSI", "Puma", "Bobcat", "Desert FOX", "Thunder CAT", "45/68 Magnum VTS", "BushMaster Series", "B2K", "PDS" and "B2K2"
Paintball Players Productions, LLC	LICENSE AGREEMENT	TRADEMARKS: EMPIRE; CHRIS LASOYA; LASOYA; HALO; related logos and trade dress
Powerlyte, Inc.	TRADEMARK ASSIGNMENT & LICENSE AGREEMENT	TRADEMARKS: AXIS; HYBRID
PPP/WXP JOINT VENTURE	VIDEO GAME SPONSORSHIP AGREEMENT	Use of NPS marks in video game
RACEGUN ApS	TRADEMARK & PATENT ASSIGNMENT, PRODUCT DEVELOPMENT AND PRODUCT SUPPLY AGREEMENT	TRADEMARKS: "RACEGUN" and "HALF BLOCK"
Tippmann, Benjamin	Exclusive Product Supply & Trademark Agreement	Trademarks associated with "BT Products"
Wayne Dollack 24 Hour Role-Playing Scenario Games, Inc.	TITLE SPONSORSHIP, ADVERTISING AND DISTRIBUTION AGREEMENT	TRADEMARKS: 32 DEGREES, DIABLO, NATIONAL PAINTBALL SUPPLY

Licensor	Title	Subject
Worlite Industry Co., Ltd.	EXCLUSIVE PRODUCT SUPPLY AGREEMENT	Trademarks: AIR AMERICA; THIRTY-TWO DEGREES; 32 DEGREES; PSYCHOBALLISTICS; EMPIRE; DIABLO; BT PAINTBALL; HALO

Trademarks licenses where AJ Acquisition I LLC is the licensee

LICENSOR	LICENSEE	TITLE	SUBJECT
FRANKLIN SPORTS, INC.	National Paintball Supply, Inc.	PRODUCT SUPPLY AGREEMENT	BATTLE MAX paintball sport items for youth  TRADEMARKS: Franklin®, Franklin Sports®, Battle M.A.X.™, Rival Force™, Markerball™, and Foam-Shot™, (collectively "FSI Marks")
HOVID Teoranta	Kings View Associates Ltd. t/a National Paintball Supply Europe	PRODUCT SUPPLY AGREEMENT	Trademarks: CELTIC; FUEGO; STRIKE; IGNITE
V-Formation, Inc.	National Paintball Supply, Inc.	TRADEMARK LICENSE AND PRODUCT SUPPLY AGREEMENT	Trademarks: NEXED Reg. No. 2,469,260 Reg. No. 2,786,002
Wayne Dollack 24 Hour Role-Playing Scenario Games, Inc.	National Paintball Supply, Inc.	TITLE SPONSORSHIP, ADVERTISING AND DISTRIBUTION AGREEMENT	TRADEMARK: WAYNE DOLLACK 24 HOUR ROLE-PLAYING SCENARIO GAMES

Trademarks licenses where AJ Acquisition II LLC is the licensor

None.

Trademarks licenses where AJ Acquisition II LLC is the licensee

None.

Trademarks licenses where AJ Acquisition II Canada LLC is the licensor

None.

Trademarks licenses where AJ Acquisition II Canada LLC is the licensee

None.

Trademarks licenses where AJ Acquisition Canada, Inc. is the licensor

None.

Trademarks licenses where AJ Acquisition Canada, Inc. is the licensee

None.