

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
KEE Action Sports I LLC		06/23/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., as the administrative agent
Street Address:	208 Harristown Road
City:	Glen Rock
State/Country:	NEW JERSEY
Postal Code:	07452
Entity Type:	National Association:

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3372362	APEX
Registration Number:	3439788	CONTACT
Registration Number:	3383821	EMPIRE
Registration Number:	3374844	FUEL
Registration Number:	3428825	INERTIA
Registration Number:	3322390	PULSE
Registration Number:	3383587	VENTS
Serial Number:	77278899	BANSHEE
Serial Number:	77498591	BATTLE TESTED
Serial Number:	77278894	BT
Serial Number:	77278906	BT PAINTBALL DESIGNS
Serial Number:	77288620	IGNITER
Serial Number:	77307743	INVERT
Serial Number:	77278902	IRONHORSE

OP \$490.00 3372362

Serial Number:	77218833	MAGNA-DRIVE
Serial Number:	77307737	MINI
Serial Number:	77288613	OUTRAGE
Serial Number:	77461695	PROPHECY
Serial Number:	77288619	WRAITH

CORRESPONDENCE DATA

Fax Number: (312)706-9000

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3127018623

Email: zbeal@mayerbrown.com, ipdocket@mayerbrown.com

Correspondent Name: Richard M. Assmus

Address Line 1: P. O. Box 2828

Address Line 4: Chicago, ILLINOIS 606902828

ATTORNEY DOCKET NUMBER:	06114852 RMA 4000
NAME OF SUBMITTER:	Richard M. Assmus
Signature:	/rma/
Date:	08/12/2008

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 23, 2008 (this "Agreement"), is made by KEE Action Sports I LLC, a Delaware limited liability company (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, capitalized 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 (vi) 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.

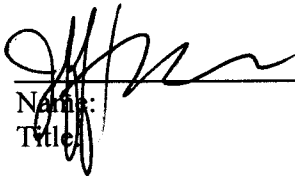
SECTION 8. Governing Law, Entire Agreement, etc. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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.

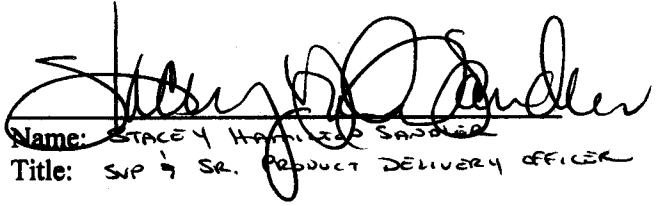
SECTION 10. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

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.

KEE ACTION SPORTS I LLC

By:  _____
Name:
Title:

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

By: 
Name: STACEY HAMILTON SAPPER
Title: SVP & SR. PRODUCT DELIVERY OFFICER

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

CTY	TRADEMARK	APP NO	REG NO	CLASS	
US	APEX	77/183,925	3,372,362	028	paintball barrels
US	CONTACT	77/271,125	3,439,788	28	Paintball sport gloves
US	EMPIRE	77/002,536	3,383,821	28	paintball sports equipment and accessories, namely, paintball ammunition; paintball marker guns; paintball marker gun accessories, namely, paintball gladiator cradles, paintball marker lubricant, barrels, barrel covers, drop forwards; harnesses; paintball hoppers, knee pads for athletic use, chest deflectors for athletic use, elbow pads for athletic use
US	FUEL	77/017,393	3,374,844	28	paintball sport equipment, namely, compressed gas tanks and paintballs
US	INERTIA	78/979,878	3,428,825	28	Ammunition for the sport of paintball
US	PULSE	77/025,921	3,322,390	28	paintballs
US	VENTS	78/703,632	3,383,587	28	paintballs; paintball guns; paintball gun accessories and parts therefor, namely, barrels, internal parts and external parts, gas tanks; paintball accessories, namely, face masks for paintball and face mask accessories and replacement parts, paintball goggles and goggles accessories and replacement parts, paintball loaders and paintball loader replacement parts, pods, harnesses, throat protectors for athletic use, chest protectors for paintball, hand protectors for athletic use, knee pads for athletic use, elbow pads for athletic use

Pending Trademark Applications

CTY	TRADEMARK	APP NO	REG NO	CLASS	
US	BANSHEE	77/278,899		28	Ammunition for the sport of paintball; Paintball marker guns; Paintball marker gun component parts and accessories, and parts kits, namely, valves, valve adaptors, valve washers, valve springs, valve cups, valve seals, valve stems, valve pins, cup seal assemblies, bolts, velocity adjusters, expansion chambers, barrels, barrel systems, range selectors, gas systems, hoses, triggers and trigger frames, trigger guards, double triggers, trigger kits, stocks, barrel adaptors, feed adaptors, marker bodies, drop forwards, marker scopes, marker covers, marker holsters, cocking bolts, sealed bolt systems, bipods, and adaptors therefore, tripods, sight rails, top rail screws, top rail screw spacers, cradles, lube, springs and spring kits, O-rings, turbo valves, air and gas tanks, air and gas tank covers, tank adaptors, air adaptor, ball detents, sears, actuator rods, connecting rods, hammer connector stocks, air block screws, shafts, push pins, air regulators, air tubes, grips, grip screws, folding foregrips, folding stock, elbows, elbow adaptors, butt plates; clips; spacer blocks; T-handles, T-handle springs, T-handle spring retainers, grip circuit boards, electronic frames, aluminum multiple firing modes, composite multiple firing modes, battery holders, tactical bottom line kits, insert sleeves, Tri-Fold packs, Paintball accessories, namely, face masks for use in the sport of paintball and face mask replacement parts, paintball loaders, paintball loader drive systems, paintball loader replacement parts and paintball loader covers, paintball pods, harnesses, throat protectors for athletic use, chest protectors for athletic use, knee pads for athletic use, protective shorts and gloves, elbow pads for athletic use

CTY	TRADEMARK	APP NO	REG NO	CLAS	
US	BATTLE TESTED	77/498,591		28	Ammunition for the sport of paintball; paintball marker guns, paintball marker gun parts; paintball marker accessories, namely, paintball marker barrels, gas tanks, gas tank covers, marker covers, marker holsters; paintball equipment, namely, face masks for use in the sport of paintball and face mask replacement parts, paintball loader and paintball loader replacement parts, paintball loader covers, paintball pod ammunition holders, paintball pod ammunition holder harnesses; paintball sport gear, namely, paintball sport gloves, paintball sport knee protectors, paintball sport vests, paintball sport chest protectors, paintball sport elbow pads, and paintball sport forearm pads; distribution, sales and promotion of paintball sport equipment
US	BT	77/278,894		28	Ammunition for the sport of paintball; Paintball marker guns; Paintball marker gun component parts and accessories, and parts kits, namely, valves, valve adaptors, valve washers, valve springs, valve cups, valve seals, valve stems, valve pins, cup seal assemblies, bolts, velocity adjusters, expansion chambers, barrels, barrel systems, range selectors, gas systems, hoses, triggers and trigger frames, trigger guards, double triggers, trigger kits, stocks, barrel adaptors, feed adaptors, marker bodies, drop forwards, marker scopes, marker covers, marker holsters, cocking bolts, sealed bolt systems, bipods, and adaptors therefore, tripods, sight rails, top rail screws, top rail screw spacers, cradles, lube, springs and spring kits, O-rings, turbo valves, air and gas tanks, air and gas tank covers, tank adaptors, air adaptor, ball detents, sears, actuator rods, connecting rods, hammer connector stocks, air block screws, shafts, push pins, air regulators, air tubes, grips, grip screws, folding foregrips, folding stock, elbows, elbow adaptors, butt plates; clips; spacer blocks; T-handles, T-handle springs, T-handle spring retainers, grip circuit boards, electronic frames, aluminum multiple firing modes, composite multiple firing modes, battery holders, tactical bottom line kits, insert sleeves, Tri-Fold packs, Paintball accessories, namely, face masks for use in the sport of paintball and face mask replacement parts, paintball loaders, paintball loader drive systems, paintball loader replacement parts and paintball loader covers, paintball pods, harnesses, throat protectors for athletic use, chest protectors for athletic use, knee pads for athletic use, protective shorts and gloves, elbow pads for athletic use
US	BT PAINTBALL DESIGNS (word mark)	77/278,906		28	Ammunition for the sport of paintball; Paintball marker guns; Paintball marker gun component parts and accessories, and parts kits, namely, valves, valve adaptors, valve washers, valve springs, valve cups, valve seals, valve stems, valve pins, cup seal assemblies, bolts, velocity adjusters, expansion chambers, barrels, barrel systems, range selectors, gas systems, hoses, triggers and trigger frames, trigger guards, double triggers, trigger kits, stocks, barrel adaptors, feed adaptors, marker bodies, drop forwards, marker scopes, marker covers, marker holsters, cocking bolts, sealed bolt systems, bipods, and adaptors therefore, tripods, sight rails, top rail screws, top rail screw spacers, cradles, lube, springs and spring kits, O-rings, turbo valves, air and gas tanks, air and gas tank covers, tank adaptors, air adaptor, ball detents, sears, actuator rods, connecting rods, hammer connector stocks, air block screws, shafts, push pins, air regulators, air tubes, grips, grip screws, folding foregrips, folding stock, elbows, elbow adaptors, butt plates; clips; spacer blocks; T-handles, T-handle springs, T-handle spring retainers, grip circuit boards, electronic frames, aluminum multiple firing modes, composite multiple firing modes, battery holders, tactical bottom line kits, insert sleeves, Tri-Fold packs, Paintball accessories, namely, face masks for use in the sport of paintball and face mask replacement parts, paintball loaders, paintball loader drive systems, paintball loader replacement parts and paintball loader covers, paintball pods, harnesses, throat protectors for athletic use, chest protectors for athletic use, knee pads for athletic use, protective shorts and gloves, elbow pads for athletic use
US	IGNITER	77/288,620		28	Ammunition for the sport of paintball; paintball marker guns;

CTY	TRADEMARK	APP NO	REG NO	CLASS	DESCRIPTION
					paintball marker gun component parts and accessories, namely, valves, valve adaptors, valve pins, bolts, velocity adjusters, expansion chambers, barrels, gas systems, hoses, triggers and trigger frames, trigger kits, paintball marker barrel plugs and paintball filler adapters, barrel adaptors, feed adaptors, marker bodies, drop forwards, marker scopes, marker covers, marker holsters, cocking bolts, non-telescopic paintball marker sights, sight rails, cradles, lube, springs and spring kits, o-rings, turbo valves, air and gas tanks, air and gas tank covers, tank adaptors, ball detents, sears, actuator rods, stocks, air block screws, shafts, push pins, air regulators and air pressure gauges for use with paintball markers, grips, elbows, elbow adaptors, butt plates; paintball accessories, namely, face masks for use in the sport of paintball and face mask replacement parts, paintball loaders, paintball loader drive systems, paintball loader replacement parts and paintball loader covers, paintball pods, harnesses, throat protectors for athletic use, chest protectors for athletic use, knee pads for athletic use, protective gloves for athletic use, protective shorts for athletic use, elbow pads for athletic use
US	INVERT	77/307,743		25, 28	Paintball markers, paintball harnesses, paintball protective gloves, jerseys, pants
US	IRONHORSE	77/278,902		28	Ammunition for the sport of paintball; Paintball marker guns; Paintball marker gun component parts and accessories, and parts kits, namely, valves, valve adaptors, valve washers, valve springs, valve cups, valve seals, valve stems, valve pins, cup seal assemblies, bolts, velocity adjusters, expansion chambers, barrels, barrel systems, range selectors, gas systems, hoses, triggers and trigger frames, trigger guards, double triggers, trigger kits, stocks, barrel adaptors, feed adaptors, marker bodies, drop forwards, marker scopes, marker covers, marker holsters, cocking bolts, sealed bolt systems, bipods, and adaptors therefore, tripods, sight rails, top rail screws, top rail screw spacers, cradles, lube, springs and spring kits, O-rings, turbo valves, air and gas tanks, air and gas tank covers, tank adaptors, air adaptor, ball detents, sears, actuator rods, connecting rods, hammer connector stocks, air block screws, shafts, push pins, air regulators, air tubes, grips, grip screws, folding foregrips, folding stock, elbows, elbow adaptors, butt plates; clips; spacer blocks; T-handles, T-handle springs, T-handle spring retainers, grip circuit boards, electronic frames, aluminum multiple firing modes, composite multiple firing modes, battery holders, tactical bottom line kits, insert sleeves, Tri-Fold packs, Paintball accessories, namely, face masks for use in the sport of paintball and face mask replacement parts, paintball loaders, paintball loader drive systems, paintball loader replacement parts and paintball loader covers, paintball pods, harnesses, throat protectors for athletic use, chest protectors for athletic use, knee pads for athletic use, protective shorts and gloves, elbow pads for athletic use
US	MAGNA-DRIVE	77/218,833		028	ammunition for the sport of paintball; paintball marker guns; paintball marker gun component parts and accessories, namely, valves, valve adaptors, valve pins, bolts, velocity adjusters, expansion chambers, barrels, gas systems, hoses, triggers and trigger frames, trigger kits, barrel adaptors, feed adaptors, marker bodies, drop forwards, marker scopes, marker covers, marker holsters, cocking bolts, sight rails, cradles, lube, springs and spring kits, o-rings, turbo valves, air and gas tanks, air and gas tank covers, tank adaptors, ball detents, sears, actuator rods, stocks, air block screws, shafts, push pins, air regulators, grips, elbows, elbow adaptors, butt plates; paintball accessories, namely, face masks for use in the sport of paintball and face mask replacement parts, paintball loaders, paintball loader clutch systems, paintball loader replacement parts and paintball loader covers, paintball pods, harnesses, throat protectors for athletic use, chest protectors for athletic use, knee pads for athletic use, protective gloves for athletic use, protective shorts for athletic use, elbow pads for athletic use
US	MINI	77/307,737		28	Paintball markers

CTY	TRADEMARK	APP NO	REG NO	CLASS	
US	OUTRAGE	77/288,613		28	Ammunition for the sport of paintball; paintball marker guns; paintball marker gun component parts and accessories, namely, valves, valve adaptors, valve pins, bolts, velocity adjusters, expansion chambers, barrels, gas systems, hoses, triggers and trigger frames, trigger kits, paintball marker barrel plugs and paintball filler adapters, barrel adaptors, feed adaptors, marker bodies, drop forwards, marker scopes, marker covers, marker holsters, cocking bolts, non-telescopic paintball marker sights, sight rails, cradles, lube, springs and spring kits, o-rings, turbo valves, air and gas tanks, air and gas tank covers, tank adaptors, ball detents, sears, actuator rods, stocks, air block screws, shafts, push pins, air regulators and air pressure gauges for use with paintball markers, grips, elbows, elbow adaptors, butt plates; paintball accessories, namely, face masks for use in the sport of paintball and face mask replacement parts, paintball loaders, paintball loader drive systems, paintball loader replacement parts and paintball loader covers, paintball pods, harnesses, throat protectors for athletic use, chest protectors for athletic use, knee pads for athletic use, protective gloves for athletic use, protective shorts for athletic use, elbow pads for athletic use
US	PROPHECY	77/461,695		28	Ammunition for the sport of paintball, paintball marker guns and paintball marker gun component parts, paintball loaders and paintball loader component parts, air and gas tanks, air and gas tank covers, tank adaptors; paintball accessories, namely, face masks for use in the sport of paintball and face mask replacement parts, paintball loaders, paintball loader replacement parts, paintball loader covers, paintball pods, harnesses; paintball protective gear, namely, protective athletic gloves, throat protectors, chest protectors, knee pads for athletic use, elbow pads for athletic use
US	WRAITH	77/288,619		28	Ammunition for the sport of paintball; paintball marker guns; paintball marker gun component parts and accessories, namely, valves, valve adaptors, valve pins, bolts, velocity adjusters, expansion chambers, barrels, gas systems, hoses, triggers and trigger frames, trigger kits, paintball marker barrel plugs and paintball filler adapters, barrel adaptors, feed adaptors, marker bodies, drop forwards, marker scopes, marker covers, marker holsters, cocking bolts, non-telescopic paintball marker sights, sight rails, cradles, lube, springs and spring kits, o-rings, turbo valves, air and gas tanks, air and gas tank covers, tank adaptors, ball detents, sears, actuator rods, stocks, air block screws, shafts, push pins, air regulators and air pressure gauges for use with paintball markers, grips, elbows, elbow adaptors, butt plates; paintball accessories, namely, face masks for use in the sport of paintball and face mask replacement parts, paintball loaders, paintball loader drive systems, paintball loader replacement parts and paintball loader covers, paintball pods, harnesses, throat protectors for athletic use, chest protectors for athletic use, knee pads for athletic use, protective gloves for athletic use, protective shorts for athletic use, elbow pads for athletic use

Item B. Trademark Licenses

CONFIDENTIAL

Name	Country or Territory	Licenser	Licensee	Trademark	Date
License Agreement	Worldwide	KEE Action Sports I LLC	BT Paintball Designs, Inc.	"BT TRADEMARKS" as Defined in agreement	09/26/07
EXCLUSIVE DISTRIBUTION, PRODUCT SUPPLY AND LICENSE AGREEMENT	Worldwide	Hater Paintball, LLC	KEE Action Sports I LLC	"Licensed Intellectual Property" as Defined in agreement	04/07/08