

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JT Sports LLC		02/05/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	KEE Action Sports LLC
<b>Street Address:</b>	570 Mantua Boulevard
<b>City:</b>	Sewell
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	08080
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 43**

Property Type	Number	Word Mark
Serial Number:	77150969	JT
Serial Number:	75741879	
Serial Number:	76449233	AFTERBURNER
Serial Number:	75792260	AUTOCOCKER
Serial Number:	77106620	AWX
Serial Number:	74455614	BRASS EAGLE
Serial Number:	76557438	CARNIVORE
Serial Number:	76390882	DEMON
Serial Number:	78648191	ELITE HEADSHIELD
Serial Number:	76549154	ERGO
Serial Number:	78705097	EVLUTION
Serial Number:	78726253	JT
Serial Number:	76531904	JT
Serial Number:	76549156	KANER

OP \$1090.00 77150969

Serial Number:	76547590	MAXIS
Serial Number:	78495471	
Serial Number:	76461385	OUTKAST
Serial Number:	76456828	PRODIGY
Serial Number:	77210604	QUICKLOCK
Serial Number:	76307149	RAIDER
Serial Number:	78474888	
Serial Number:	76616676	REVELATION
Serial Number:	78702265	SELECT FIRE
Serial Number:	76479478	SNIPER
Serial Number:	78725807	STEALTH
Serial Number:	77750285	STRYKER PAINTBALL
Serial Number:	78916743	STRYKER PAINTBALL
Serial Number:	77750292	STRYKER PAINTBALL
Serial Number:	77750287	STRYKER PAINTBALL
Serial Number:	77750284	STRYKER PAINTBALL
Serial Number:	77750289	STRYKER PAINTBALL
Serial Number:	76549158	TACTICAL
Serial Number:	76607333	TRILOGY
Serial Number:	76549157	VF TACTICAL
Serial Number:	78717752	VIEWLOADER
Serial Number:	75364648	VIEWLOADER
Serial Number:	78705090	VL
Serial Number:	78721659	VLOCITY
Serial Number:	76549155	W
Serial Number:	77106614	WGP
Serial Number:	76558613	WORRBLADE
Serial Number:	76549153	WORRGAS
Serial Number:	76180251	XSHIELD

**CORRESPONDENCE DATA**

Fax Number: (215)568-6499

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

Phone: 215-568-6400

Email: trademarks@volpe-koenig.com

Correspondent Name: Michael F. Snyder

**TRADEMARK**  
**REEL: 004198 FRAME: 0448**

Address Line 1: 30 S. 17th Street, Suite 1600  
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	NPS - 2Y
NAME OF SUBMITTER:	Michael F. Snyder
Signature:	/Michael F. Snyder/
Date:	05/04/2010

**Total Attachments: 11**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of February 5, 2010 by and between Kee Action Sports LLC, a Delaware limited liability company ("Assignee") and JT Sports LLC, a Delaware limited liability company ("Assignor"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement (as defined below).

### RECITALS

WHEREAS, Assignee and Assignor entered into that certain Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to Section 2.1(b) of the Asset Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's rights, title and interest in and to the trademarks, trade dress, trade styles, service marks, trade names and logos, together with the goodwill of the Business symbolized thereby and associated therewith, listed on Exhibit A attached hereto and incorporated herein (collectively, the "Trademarks").

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Asset Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Asset Purchase Agreement and the Ancillary Agreements, Assignor hereby agrees as follows:

1. **Grant.** Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of the Assignor's rights, title and interest in and to the Trademarks, together with the goodwill of the business pertaining thereto and the portion of the business to which the Trademarks pertain, which is ongoing and existing, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Trademarks, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.

2. **Representations and Warranties of the Parties.** Each party represents and warrants that (a) this Assignment is a legal, valid and binding obligation of the warranting party, (b) such party has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms and (c) such party is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment. For the avoidance of doubt, the representations and warranties contained in this Assignment shall not in any way limit or expand the representations and warranties contained in the Asset Purchase Agreement.

3. **Further Assurances.** Each party will, without additional consideration, take such further actions and execute promptly such further documents and instruments as are necessary to effect and record the above assignment, including any actions, documents or instruments required by the applicable registrar to document the transfer herein or as may be necessary to protect, perfect, secure and vest good, valid and marketable title to the Trademarks and related rights in Assignee.

4. **Recording of Assignment.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks or other evidence or forms of intellectual property protection or applications, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

5. **Asset Purchase Agreement.** This Assignment is executed and delivered pursuant to the Asset Purchase Agreement. This Assignment shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Asset Purchase agreement, and in the event of any conflict between the Asset Purchase agreement and this Assignment, the Asset Purchase Agreement shall control.

6. **Counterparts.** This Assignment may be executed by facsimile signature and in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ASSIGNOR:

JT SPORTS LLC  
a Delaware limited liability company

By:  \_\_\_\_\_

Name: John Robinson  
Title: Vice President & General Manager

ASSIGNEE:

KEE ACTION SPORTS LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: George Eurick  
Title: President & CEO

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

**ASSIGNOR:**

**JT SPORTS LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: John Robinson  
Title: Vice President & General Manager

**ASSIGNEE:**

**KEE ACTION SPORTS LLC,**  
a Delaware limited liability company

By:  \_\_\_\_\_

Name: George Eurick  
Title: President & CEO

**EXHIBIT A**

<b>TRADEMARKS COUNTRY</b>	<b>FILED DATE</b>	<b>APPLICAT ION #</b>	<b>REGIST RATION DATE</b>	<b>REGISTRA TION No.</b>	<b>STATUS</b>	<b>CLASSES</b>
<b>AFTERBURNER</b>						
UNITED STATES	09/11/2002	76/449,233	05/17/2005	2,952,419	REGISTERED	28
<b>AUTOCOCKER</b>						
UNITED STATES	09/03/1999	75/792,260	09/10/2002	2,616,243	REGISTERED	13
<b>AWX</b>						
CANADA	02/28/2007	1337382	01/08/2008	704147	REGISTERED	NA
CHINA	03/02/2007	5928250			PENDING	28
UNITED STATES	02/13/2007	77/106,620	07/15/2008	3,468,744	REGISTERED	28
<b>BRASS EAGLE</b>						
BRAZIL	05/28/2007	930703323210	10/06/2009	829181504	REGISTERED	28
CANADA	07/04/1988	610343	10/27/1989	360993	REGISTERED	NA
CHINA	10/12/2005	4938794	05/20/2009	4938794	REGISTERED	28
CHINA	05/29/2006	5382790	05/27/2009	5382790	REGISTERED	09
EUROPEAN UNION (C	10/16/1996	000371112	12/08/1999	000371112	REGISTERED	13, 18, 28
MEXICO	04/24/2001	482042	07/31/2001	710457	REGISTERED	28
NEW ZEALAND	04/21/2004	711293	10/21/2004	711293	REGISTERED	28

JT Sports-Kee Action - Trademark Assignment (FINAL)



COUNTRY	FILED DATE	APPLICATION #	REGISTRATION DATE	REGISTRATION No.	STATUS	CLASSES
SOUTH AFRICA	10/01/1999	99/18053	06/13/2003	99/18053	REGISTERED	28
UNITED STATES	11/09/1993	74/455,614	01/16/1996	1,949,453	REGISTERED	28
VENEZUELA		2000-009012	06/01/2001	P-231663	REGISTERED	28
<b>BRASS EAGLE &amp; Eagle's Head design</b>						
CHINA	12/25/2008	7132731			PENDING	28
<b>CARNIVORE</b>						
UNITED STATES	11/06/2003	76/557,438	09/25/2007	3,295,979	REGISTERED	28
<b>DEMON</b>						
UNITED STATES	04/03/2002	76/390,882	11/21/2006	3,174,428	REGISTERED	28
<b>EAGLE'S HEAD DESIGN</b>						
CANADA	08/30/1999	1027291	08/30/2001	TMA550,31 1	REGISTERED	NA
CHINA	05/29/2006	5382791	05/27/2009	5382791	REGISTERED	09
EUROPEAN UNION (C	07/16/1999	001243286	03/06/2001	001243286	REGISTERED	25, 28, 41
MEXICO	04/24/2001	482043	07/27/2001	708064	REGISTERED	28
NEW ZEALAND	04/21/2004	711294	10/21/2004	711294	REGISTERED	28
UNITED STATES	06/18/1999	75/741,879	05/09/2000	2,348,664	REGISTERED	28
<b>ELITE HEADSHIELD</b>						
UNITED STATES	06/10/2005	78/648,191	11/07/2006	3,167,789	REGISTERED	09
<b>ERGO</b>						

JT Sports-Kee Action - Trademark Assignment (FINAL)

COUNTRY	FILED DATE	APPLICATION #	REGISTRATION DATE	REGISTRATION No.	STATUS	CLASSES
UNITED STATES	09/17/2003	76/549,154	07/12/2005	2,965,748	REGISTERED	28
<b>EVOLUTION</b>						
CANADA	09/01/2005	1,270,713	07/17/2006	TMA667,795	REGISTERED	NA
UNITED STATES	09/01/2005	78/705,097	01/16/2007	3,198,295	REGISTERED	28
<b>JT</b>						
UNITED STATES	10/04/2005	78/726,253	05/19/2009	3,624,716	REGISTERED	28
<b>JT &amp; Design (bent elliptical)</b>						
UNITED STATES	04/06/2007	77/150,969	08/04/2009	3,664,128	REGISTERED	25
<b>JT &amp; Design (elliptical)</b>						
CHINA	05/29/2006	5382788	06/13/2009	5382788	REGISTERED	09
CHINA	10/12/2005	4938792	05/20/2009	4938792	REGISTERED	28
<b>KANER</b>						
UNITED STATES	09/17/2003	76/549,156	12/07/2004	2,907,917	REGISTERED	28
<b>MAXIS</b>						
UNITED STATES	09/30/2003	76/547,590	08/09/2005	2,983,681	REGISTERED	28
<b>OBLONG HOPPER &amp; Design</b>						

JT Sports-Kee Action - Trademark Assignment (FINAL)

COUNTRY	FILED DATE	APPLICATION #	REGISTRATION DATE	REGISTRATION No.	STATUS	CLASSES
UNITED STATES	10/06/2004	78/495,471	07/10/2007	3,263,489	REGISTERED	28
<b>OUTKAST</b>						
UNITED STATES	10/24/2002	76/461,385	01/25/2005	2,920,335	REGISTERED	28
<b>PRODIGY</b>						
UNITED STATES	10/04/2002	76/456,828	06/08/2004	2,851,664	REGISTERED	28
<b>QUICKLOCK</b>						
CANADA	06/20/2007	1352694			PENDING	NA
CHINA	06/29/2007	6137867			PENDING	09
UNITED STATES	06/20/2007	77210604	04/21/2009	3609377	REGISTERED	09
<b>RAIDER</b>						
UNITED STATES	09/04/2001	76/307,149	05/04/2004	2,837,672	REGISTERED	28
<b>REARWARD ANGLED REGULATOR Design</b>						
UNITED STATES	08/27/2004	78/474,888	06/20/2006	3,108,287	REGISTERED	13
<b>REVELATION</b>						
UNITED STATES	10/19/2004	76/616,676	12/27/2005	3,033,829	REGISTERED	28
<b>SELECT FIRE</b>						
CANADA	09/01/2005	1270704	04/02/2008	710834	REGISTERED	NA
UNITED STATES	08/29/2005	78/702,265	08/01/2006	3,125,205	REGISTERED	28
<b>SNIPER</b>						
UNITED STATES	12/30/2002	76/479,478	07/13/2004	2,862,119	REGISTERED	28

JT Sports-Kee Action - Trademark Assignment (FINAL)

COUNTRY	FILED DATE	APPLICATION #	REGISTRATION DATE	REGISTRATION No.	STATUS	CLASSES
<b>STEALTH</b>						
CANADA	10/04/2005	1,274,549	09/26/2006	TMA673,431	REGISTERED	NA
UNITED STATES	10/04/2005	78/725,807	05/15/2007	3,241,438	REGISTERED	28
<b>STRYKER PAINTBALL &amp; Design</b>						
CANADA	06/04/2009	1,440,450			PENDING	NA
UNITED STATES	06/26/2006	78/916,743			SUSPENDED	25
UNITED STATES	06/02/2009	77/750,284			PENDING	09
UNITED STATES	06/02/2009	77/750,285			PENDING	25
UNITED STATES	06/02/2009	77/750,287			PENDING	25
UNITED STATES	06/02/2009	77/750,289			PENDING	28
UNITED STATES	06/02/2009	77/750,292			PENDING	28
<b>TACTICAL</b>						
UNITED STATES	09/17/2003	76/549,158	12/07/2004	2,907,918	REGISTERED	28
<b>TRILOGY</b>						
UNITED STATES	08/17/2004	76/607,333	08/01/2006	3,124,094	REGISTERED	28
<b>VF TACTICAL</b>						
UNITED STATES	09/17/2003	76/549,157	02/07/2006	3,056,788	REGISTERED	28
<b>VIEWLOADER</b>						

JIT Sports-Kee Action - Trademark Assignment (FINAL)

COUNTRY	FILED DATE	APPLICAT ION #	REGIST RATION DATE	REGISTRA TION No.	STATUS	CLASSES
BRAZIL	05/28/2007	930703323260	10/06/2009	829181490	REGISTERED	28
CANADA	09/22/2005	1,272,984	04/01/2008	710584	REGISTERED	NA
CHINA	10/12/2005	4938796	05/20/2009	4938796	REGISTERED	28
CHINA	05/29/2006	5382792	06/13/2009	5382792	REGISTERED	09
NEW ZEALAND	04/21/2004	711295	10/21/2004	711295	REGISTERED	28
UNITED STATES	09/21/2005	787717,752	01/23/2007	3,200,968	REGISTERED	28
UNITED STATES	09/29/1997	75/364,648	07/06/1999	2,258,732	REGISTERED	28
<b>VL icon</b>						
CANADA	09/01/2005	1270709	06/10/2008	TMA716325	REGISTERED	28
UNITED STATES	09/01/2005	78705,090	01/02/2007	3,192,123	REGISTERED	28
<b>VLOCITY</b>						
CANADA	09/28/2005	1,273,811	08/30/2006	TMA671,597	REGISTERED	NA
UNITED STATES	09/27/2005	78721,659	08/05/2008	3,482,184	REGISTERED	09, 28
<b>W design</b>						
UNITED STATES	09/17/2003	76/549,155	12/07/2004	2,907,916	REGISTERED	28
<b>WGP</b>						
BRAZIL	05/28/2007	829181482			PENDING	28
CHINA	03/02/2007	5928251			PENDING	28

JT Sports-Kee Action - Trademark Assignment (FINAL)

COUNTRY	FILED DATE	APPLICATION #	REGISTRATION DATE	REGISTRATION No.	STATUS	CLASSES
UNITED STATES	02/13/2007	77/106,614	07/07/2009	3,651,656	REGISTERED	28
<b>WORR GAME PRODUCTS</b>						
CHINA	05/29/2006	5382789	06/13/2009	5382789	REGISTERED	09
CHINA	10/12/2005	4938793	05/20/2009	4938793	REGISTERED	28
EUROPEAN UNION (C	07/23/2004	3,947,868	05/10/2005	3947868	REGISTERED	13, 18, 28
<b>WORR GAMES</b>						
CHINA	06/13/2006	5416327	10/06/2009	5416327	REGISTERED	28
CHINA	06/13/2006	5416332	06/06/2009	5416332	REGISTERED	09
CHINA	06/13/2006	5416329	09/06/2009	5416329	REGISTERED	22
CHINA	06/13/2006	5416331	10/06/2009	5416331	REGISTERED	28
CHINA	06/13/2006	5416330	08/06/2009	5416330	REGISTERED	16
CHINA	06/13/2006	5416328	10/06/2009	5416328	REGISTERED	25
<b>WORRBLADE</b>						
UNITED STATES	11/10/2003	76/558,613	07/12/2005	2,965,825	REGISTERED	28
<b>WORRGAS</b>						
UNITED STATES	09/17/2003	76/549,153	07/05/2005	2,964,597	REGISTERED	09
<b>X-SHIELD</b>						
UNITED STATES	12/13/2000	76/180,251	06/29/2004	2,858,300	REGISTERED	28