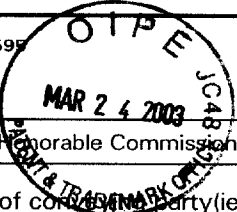


28

03-28-2003

FORM PTO-1595 (Rev. 6-93)



RE



SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office

Attached original documents or copy thereof.

1. Name of conveying party(ies):

John Ronald Rice
Nicholas John Marks

3-24-03

102402684

2. Name and address of receiving party(ies)

Name: NPF Limited

Internal Address: Unit 10

Metro Triangle

Street Address: 221 Mount Street
Birmingham, Nechells B75QT

Additional name(s) of conveying party(ies) attached? Yes No

Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: February 24, 2003

Additional name(s) of conveying party(ies) attached? Yes No

Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)
10/325,480

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Marshall J. Brown

Internal Address: Foley & Lardner

023698/0108

Street Address: One IBM Plaza, Suite 3300

330 North Wabash Avenue

City: Chicago State: IL ZIP: 60611-3608

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

06-1450

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Marshall J. Brown
Reg. No. 44,566

Signature

March 17, 2003
Date

Total number of pages including cover sheet, attachments, and document:3

03/27/2003 EC00PER 00000029 10325480

01 FC:8021 40.00 DP

Mail documents to be recorded with required cover sheet information to:
Assistant Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

011.1129082.1

PATENT
REEL: 013882 FRAME: 0919

ASSIGNMENT AND AGREEMENT

WHEREAS, **John Ronald Rice** of 5 Redhill Drive, Upper Tean, Staffordshire, ST10 4RQ , Great Britain; and **Nicholas John Marks** of 14 Swallow Close, Meir Park, Stoke-on-Trent, Stasffordshire, ST37FN, Great Britain; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **PAINTBALL GUNS** for which an application for United States Letters Patent was filed on December 20, 2002 as U.S. Patent Application Serial No. 10/325,480; and

WHEREAS, **NPF Limited**, a corporation duly organized and existing under the laws of the State of Great Britain, and having its principal place of business at Unit 10, Metro Triangle, 221 Mount Street, Birmingham, Nechells B7 5QT , Great Britain (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

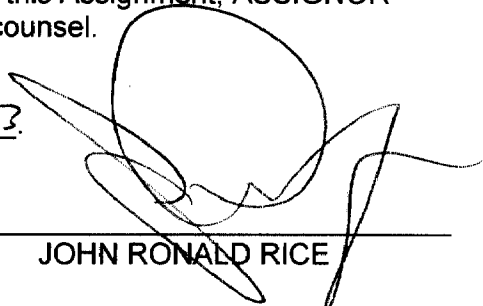
ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 24th day of FEB, 2003.



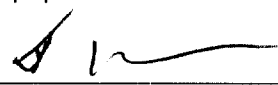
JOHN RONALD RICE

WITNESS:

On this 24th day of FEB, 2003, before me appeared JOHN RONALD RICE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

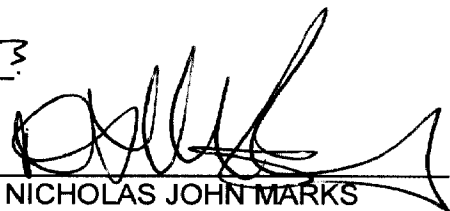
JONATHAN GREEN

Typed Name



Signature

Executed this 24th day of FEB, 2003.



NICHOLAS JOHN MARKS

WITNESS:

On this 24th day of FEB, 2003, before me appeared NICHOLAS JOHN MARKS, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

JONATHAN GREEN

Typed Name



Signature