

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNMENT
-----------------------	------------

CONVEYING PARTY DATA	
Name	Execution Date
Tippmann Pneumatics, Inc.	06/17/2004

RECEIVING PARTY DATA	
Name:	Tippmann Pneumatics, LLC
Street Address:	2955 Adams Center Road
City:	Fort Wayne
State/Country:	INDIANA
Postal Code:	46803

PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	6550468
Patent Number:	6526685
Patent Number:	6324779
Patent Number:	6003547
Patent Number:	5722383
Patent Number:	6739323
Application Number:	09865645
Patent Number:	5383442
Patent Number:	4932672
Patent Number:	4819609

CORRESPONDENCE DATA	
Fax Number:	(212)310-8007
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	jennifer.gutterman@weil.com
Correspondent Name:	Jennifer Gutterman

CH \$400.00 6550468

Address Line 1: 767 5th Avenue
Address Line 4: New York, NEW YORK 10153

NAME OF SUBMITTER:	Jennifer Gutterman
--------------------	--------------------

Total Attachments: 6
source=Tipp Pn Inc-Tipp Pn LLC-Pat Assmt#page1.tif
source=Tipp Pn Inc-Tipp Pn LLC-Pat Assmt#page2.tif
source=Tipp Pn Inc-Tipp Pn LLC-Pat Assmt#page3.tif
source=Tipp Pn Inc-Tipp Pn LLC-Pat Assmt#page4.tif
source=Tipp Pn Inc-Tipp Pn LLC-Pat Assmt#page5.tif
source=Tipp Pn Inc-Tipp Pn LLC-Pat Assmt#page6.tif

Patent Assignment

WHEREAS, the undersigned, Tippmann Pneumatics, Inc., an Indiana corporation, having its principal office and place of business at 2955 Adams Center Road, Fort Wayne, Indiana 46803, U.S.A. (“**Assignor**”), desires to sell all patents, patent applications and inventions and discoveries used in the Business (collectively, “**Patents**”) and is the lawful owner of all Patents set forth on the attached **SCHEDULE A1**;

WHEREAS, Tippmann Pneumatics, LLC, a Delaware limited liability company, having its principal office and place of business at 2955 Adams Center Road, Fort Wayne, Indiana 46803, U.S.A. (“**Assignee**”), desires to acquire the entire right, title and interest therein;

WHEREAS, this Patent Assignment (this “**Assignment**”) is subject to the terms and conditions of the Initial Subscription to Units, dated as of even date herewith, by and between Assignor and Assignee (the “**Subscription Agreement**”) (capitalized terms used herein but not otherwise so defined shall have the meaning given such term in the Subscription Agreement);

AND WHEREAS, reference is made to that certain Unit Purchase and Redemption Agreement, dated as of even date herewith, among the Investor Entities (as defined therein), Assignor, Dennis J. Tippmann, Jr., Dennis J. Tippmann, Sr., and Assignee (the “**Purchase Agreement**”);

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor does hereby sell, convey, assign and transfer, and hereby agrees to assign, unto Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest to said Patents in the United States of America and all foreign countries, including, without limitation, said Patents as described in the relevant patents, to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by said Assignor had this assignment and sale not been made, including, without limitation, all rights to the aforesaid Patents and any other United States or foreign applications or patents for said Patents, all Letters Patent issuing therefrom, together with all improvements and betterments of said Patents and all applications, provisional applications, continued prosecution applications, requests for continuing examination, continuations-in-part applications, divisional applications, reissues, extensions and substitutes of or claiming the benefit of the aforesaid application, together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and Assignor hereby authorizes and requests the Commissioner of Patents to issue all Letters Patent issuing therefrom to Assignee, for its interest as Assignee, its successors, assigns and legal representatives.

Assignor hereby agrees to execute any papers, provide any information and testify in any interference or litigation at the request of Assignee, its successors, assigns and legal representatives, when deemed essential to Assignees, its successors, assigns and legal representatives for the full enjoyment, protection, enforcement and title in and to the Patents and rights hereby transferred.

Assignor furthermore agrees upon request of said Assignee, its successors, assigns and legal representatives, and without further remuneration, to execute any and all papers desired by

said Assignee, its successors, assigns and legal representatives, for the pursuit of patent protection for the Patents, the filing and granting of foreign applications and the perfecting of title thereto in said Assignee, its successors, assigns and legal representatives.


This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

**** [Signatures Follow] ****

IN WITNESS WHEREOF, the parties hereto have executed this Patent Assignment this 17th day of June, 2004.

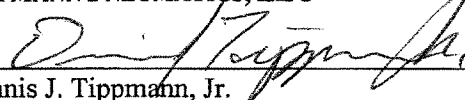
ASSIGNOR

TIPPMANN PNEUMATICS, INC.

By: 
Dennis J. Tippmann, Jr.
President

ASSIGNEE

TIPPMANN PNEUMATICS, LLC

By: 
Dennis J. Tippmann, Jr.
Manager

**ACKNOWLEDGMENT
for Assignor**

STATE OF INDIANA)

ss:

COUNTY OF ALLEN)

On this 17th day of June, 2004, before me, Tammy J. Killian a notary public in and for said County and State, personally appeared **Dennis J. Tippmann, Jr.**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

T. J. Killian
Notary Public Tammy J. Killian
County of Residence: Allen
Notary Exp: 8/23/2007

**ACKNOWLEDGMENT
for Assignee**

STATE OF INDIANA)

ss:

COUNTY OF ALLEN)

On this 17th day of June, 2004, before me, Tammy J. Killian a notary public in and for said County and State, personally appeared **Dennis J. Tippmann, Jr.**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

T. J. Killian
Notary Public Tammy J. Killian
County of Residence: Allen
Notary Exp: 8/23/2007

Schedule A1

U.S. PATENT/ PUBLISHED APPLICATION NO. (SERIAL NO.)	ASSIGNEE	INVENTOR	TITLE/BRIEF DESCRIPTION	ISSUE DATE/ PUBLICATION DATE/ FILING DATE
US Pat. No. 6,550,468	Tippmann Pneumatics, Inc.	Dennis J. Tippmann, Jr.	Trigger Assist Mechanism and Method – Pneumatically powered gun, includes actuator that applies a force tending to move the trigger from the firing position to the released position	Issue Date: 04/22/03
US Pat. No. 6,526,685 (Appln. Serial No. 10/005,055) [Continuation of Appln. No. 09/333,083 (Now US Pat. No. 6,324,779)]	Tippmann Pneumatics, Inc.	Dennis J. Tippmann, Jr.	Paint Ball Gun – Paint ball gun for playing paint ball has curved bore	Issue Date: 03/04/03
US Pat. No. 6,324,779	Tippmann Pneumatics, Inc.	Dennis J. Tippmann, Jr.	Gun Having a Curved Barrel – Curved barrel gun with curvature imparting spin on projectile	Issue Date: 12/04/01
US Pat. No. 6,003,547	Tippmann Pneumatics, Inc.	Dennis J. Tippmann, Jr.	Valve and Filling Arrangement – Filling arrangement for supplying liquefied gas, e.g., liquid carbon dioxide, into tank or cylinder used in supplying propellant gas into, e.g., paint ball gun	Issue Date: 12/21/99
US Pat. No. 5,722,383	Tippmann Pneumatics, Inc.	Dennis J. Tippmann, Sr. Dennis J. Tippmann, Jr.	Impeder for a Gun Firing Mechanism with Ammunition Feeder and Mode Selector – Gun firing mechanism bolt retarder appts. - has impeder engaging with bolt during first portion of reciprocating cycle to resist displacement of bolt	Issue Date: 03/03/98
US Pat. No. 6,739,323	Tippmann Pneumatics, Inc.	Dennis J. Tippmann, Jr.	Feed Mechanism for Paint Ball Gun – Has paint ball feed assembly that feeds paint ball into paint ball gun when bias member moves actuator opposite advance direction	Issue Date: 05/25/04

U.S. PATENT/ PUBLISHED APPLICATION NO. (SERIAL NO.)	ASSIGNEE	INVENTOR	TITLE/BRIEF DESCRIPTION	ISSUE DATE/ PUBLICATION DATE/ FILING DATE
US Pub. No. 20020002785 (Appln. Serial No. 09/865,645) [Continuation of Appln. No. 09/333,083 (Now US Pat. No. 6,324,779)]	Tippmann Pneumatics, Inc.	Dennis J. Tippmann, Jr.	Gun – Gas-powered gun has a firing mechanism couple to a barrel receiving the paint ball	Pub. Date: 01/10/02
US Pat. No. 5,383,442	Tippmann Pneumatics, Inc.	Dennis J. Tippmann	Pump Action Marking Pellet Gun – Has projectile supply hopper and barrel connected to receiver with gas supply	Issue Date: 01/24/95
US Pat. No. 4,932,672	Tippmann Pneumatics, Inc.	Dennis J. Tippmann, Jr.	Non-Lethal Hand Grenade – Having flexible casing, marking fluid, opening with blocking member and distended section of tubular material	Issue Date: 06/12/90
US Pat. No. 4,819,609	Tippmann Pneumatics, Inc.	Dennis J. Tippmann	Automatic Feed Marking Pellet Gun - Has guide to sequentially align projectiles with gun barrel	Issue Date: 04/11/89

Schedule A1