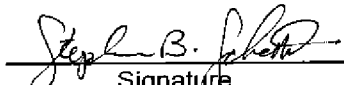


Attny. Docket No. NPS-PT033

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\Rightarrow \Rightarrow \Rightarrow$	RECORDATION FORM COVER SHEET PATENTS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): SCOTT, ERIC SCOTT, NANCY A. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>NATIONAL PAINTBALL SUPPLY, INC.</u> Internal Address: _____ Street Address: <u>570 MANTUA BLVD.</u> City: <u>SEWELL</u> State: <u>NJ</u> Zip: <u>08080</u> Country: _____ Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>License Agreement</u>	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) _____ B. Patent No.(s) <u>5,669,369</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Stephen B. Schott</u> Internal Address: <u>VOLPE AND KOENIG, P.C.</u> <u>UNITED PLAZA, SUITE 1600</u> Street Address: <u>30 SOUTH 17TH STREET</u> City: <u>PHILADELPHIA</u> State: <u>PA</u> Zip: <u>19103</u>	6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>22-0493</u> <u>Volpe and Koenig, P.C.</u> (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE		
9. Statement and signature. <i>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.</i> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Stephen B. Schott</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>1/6/2005</u> Date </div> </div> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 10px;"> <div style="width: 30%;">Reg. No. 51,294</div> <div style="width: 40%; text-align: center;"> Total number of pages including cover sheet, attachments, and documents: <u>9</u> </div> <div style="width: 30%; text-align: right;">Sheet 1 of 1</div> </div>		

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
 Director of the US Patent and Trademark Office
 P.O. Box 1450
 Alexandria, VA 22313-1450

700143615

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EXCLUSIVE PATENT LICENSE AGREEMENT

THIS EXCLUSIVE PATENT LICENSE AGREEMENT (hereinafter "Agreement") made this 26TH day of October 2002 ("Effective Date"), by and between Eric Scott and Nancy A Scott (hereinafter "Scott"), married couple, residing at 15695 92nd Way N, Jupiter, Florida, 33478 and National Paintball Supply, Inc. (hereinafter "NPS"), a Delaware Corporation having a principal place of business at 570 Mantua Boulevard, Sewell, NJ 08080, USA (referred to jointly as the "Parties").

RECITALS

WHEREAS, Eric Scott is the owner and inventor of United States Patent number 5,669,369 issued Sept. 23, 1997 and Reexamination Certificate number US 5,669,369 C1 issued. October 1, 2002 (collectively, and as further defined below, the "Licensed Patents"); and

REDACTED

WHEREAS, Scott possesses certain Know-How, as defined herein, specific to the Licensed Patents; and

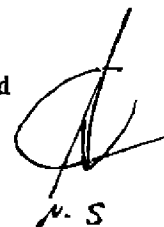
WHEREAS, NPS desires to obtain from Scott and Scott is desirous to grant to NPS an exclusive License, as herein defined, in and for the Licensed Patent and Know-How on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants hereinafter set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Scott and NPS agree as follows:

1. DEFINITIONS

1.1 As used in this Agreement the following terms, whether singular or plural, shall have the following meanings:

- A. "Sublicensee" means any third party granted a Sublicense by NPS for the Licensed Technology.
- B. "Sublicense" shall refer to the agreement by and between NPS and a respective Sublicensee pursuant to which said Sublicensee obtains the right to nonexclusively practice the Patent and/or Know-How as defined therein.
- C. "Licensed Technology" shall include the Licensed Patents, Licensed Products and Licensed Know-How.
- D. "Licensed Know-How" shall mean any technical or manufacturing information and data, methods, processes, drawings, materials, models, designs, prototypes or samples relating to the Licensed Patents as of the date hereof and, possibly, any paintball marker air regulation technology obtained, derived or ascertained in the future by Scott for and/or on behalf of NPS and in furtherance of NPS' obligations to develop, manufacture and sell Licensed Products as contemplated hereunder.
- E. "Licensed Patent" shall mean United States Patent number 5,669,369 issued Sept. 23, 1997 and Reexamination Certificate number US 5,669,369 C1 issued Oct. 1, 2002, Reexamination Certificate number US 5,669,369 C1 issued Oct. 1, 2002, and any re-issue patents, divisions, continuations and continuations-in-part or their equivalents, and


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the foreign equivalents thereof.

- F. "Licensed Product" shall mean any product NPS shall manufacture, or cause to be manufactured, or any product NPS shall license a third-party, pursuant to Section 2.3 herein to manufacture and/or sell:
1. which is covered by, disclosed in or claimed in the Licensed Patents;
 2. the manufacture of which requires use of the Licensed Technology, or;
 3. which would, but for the License granted herein, otherwise directly infringe, contributorily infringe or induce the infringement of the Licensed Patents.
- G. "Licensed Territory" means the entirety of, and to the greatest extent, that geographic area in which the Licensed Patents operates including, but not necessarily limited to, the entirety of the United States of America and its territories and possessions.
- H. "Improvement" means trade secrets, technical information, and Know-How of Scott, whether or not patented or patentable, which constitute an improvement to and are necessary or useful in the research, development, manufacture, and use of Licensed Product(s), and which do not constitute Licensed Technology.
- I. "Effective Date" means the date indicated above as the effective date of this Agreement.
- J. "License" shall mean the exclusive License, or the nonexclusive License pursuant to Section 7 herein, in and to the Licensed Technology granted by Scott to NPS pursuant to this Agreement.

2. GRANT OF LICENSE; TERRITORY

2.1 Subject to the terms, conditions and limitations herein set forth, as of the Effective Date hereof, Scott hereby grants to NPS and NPS hereby accepts, an exclusive License, throughout the entirety of the Licensed Territory, under the Licensed Technology, including the right to make, have made, use, sell or otherwise dispose of Licensed Products. This grant shall apply to any extension, re-issue or improvements of the Licensed Technology and any Improvements.

2.2 Unless otherwise provided hereunder, Scott shall not grant any other license or sublicense for the Licensed Technology to any third party. This License expressly provides NPS all rights under the Licensed Technology, including the Licensed Patents, and Scott hereby expressly assigns NPS any and all choses in action and, subject to Section 3, Section 6.2 and Section 7 herein, the specific right to sue third parties for past, present and future infringements and the right to seek and recover damages for past, present and/or future damages.

2.3 NPS shall have the right to grant to any third-party a Sublicense under the Licensed Technology to manufacture, use, import, offer for sale and sell products and processes, coming within the scope of the Licensed Patents, including essential components thereof, subject to the following:

- i. Scott shall have received, pursuant to Section 13 herein, written notice and a copy of any proposed Sublicense agreement(s) at least twenty-one (21) days prior to NPS' consummation of the same;
- ii. No Sublicense agreement shall exceed a term of five (5) years; and
- iii. Scott shall receive a royalty payment on all Licensed Products manufactured and/or sold under each respective Sublicense agreement at the rate set forth in Section 6.1 herein.



PATENT N.S.

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REDACTED

A handwritten signature in black ink, appearing to be 'W.S.', is located above the 'PATENT' text.

3. DEFENSE OF PATENT

3.1 NPS shall have the right, in its discretion, to bring patent infringement litigation, at NPS' sole cost and expense, against past, present and/or future infringers of the Licensed Patents and the right to seek and recover damages for past, present and/or future damages. NPS shall have the right to choose legal counsel if it initiates litigation and shall have the individual right to settle any said enforcement action according to NPS' ordinary business judgment.

i. In the event that NPS prosecutes patent litigation against an infringer, Scott hereby agrees to be named as a party plaintiff to guarantee NPS' standing to prosecute the litigation and NPS hereby covenants therefor to indemnify and defend Scott from any liabilities, debts, claims or actions that may be asserted against Scott as a result of Scott's standing in said litigation.

3.2 Without limiting the foregoing, in the event NPS does not bring patent infringement litigation against an infringer of the Licensed Patents, Scott shall, upon written notice to NPS, nevertheless have the right to bring the action against the infringer, at Scott's sole cost and expense, and Scott shall have the individual right to collect any recoveries/damages.

REDACTED


W.S.

REDACTED

REDACTED

A handwritten signature, possibly reading 'D. S.', is written in black ink.

REDACTED**8. TERM OF AGREEMENT; TERMINATION**

8.1 The License granted in this Agreement shall commence on the Effective Date and is intended by the parties hereto to remain in effect for the entire valid and enforceable term of the Licensed Patents, subject to the terms, conditions and limitations set forth herein.

8.2 Either party may terminate this Agreement for cause, immediately upon written notice to the other party in the event: (a) such other party is in material breach or material default of any of its obligations under this Agreement and does not fully cure or correct such breach or default within thirty (30) days after receiving written notice of such breach or default, or (b) there is a breach or failure as to any of the representations and warranties set forth in Section 4 herein.

8.3 Scott may terminate this Agreement for cause, immediately upon written notice to NPS, if NPS becomes unable to pay its debts as they become due, files a voluntary petition in bankruptcy; is adjudicated to be a bankrupt or an insolvent debtor; files a petition seeking for itself or any reorganization; or consents to or acquiesces in the appointment of a trustee, receiver or liquidator.

8.4 Upon any termination of this Agreement by either party and for any reason (a) NPS' License hereunder shall cease, however, NPS may continue to sell any Licensed Product(s) then being manufactured and/or in inventory and shall continue to pay royalties in accordance with Section 6.1 herein; and (b) NPS shall, for the balance of term of any Sublicense agreement granted by NPS pursuant to Section 2.3 herein, continue to collect Sublicense royalties and pay Scott in accordance with Section 6.1 herein.

REDACTED**PATENT**

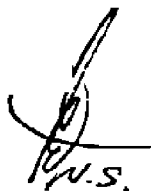
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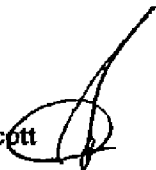
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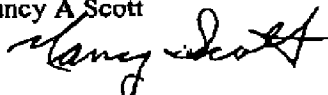
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REDACTED

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto have executed this Agreement as of the date set hereinbelow.

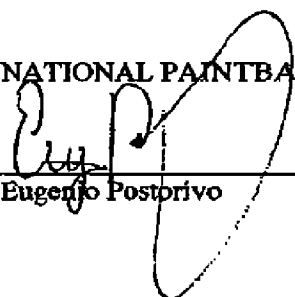
Eric Scott 


Date: 10/26/02

witness Andrew Fort

Nancy A Scott 

Date: 10/06/02

witness Andrew Fort

NATIONAL PAINTBALL SUPPLY, INC.

By: Eugenio Postorivo

Date: 10/27/02

Donn Curoo