

09-21-2006

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Tippmann Sports, LLC

**2. Name and address of receiving party(ies)**

Name: AmSouth Bank, as Agent

Internal Address: \_\_\_\_\_

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) August 14, 2006

- Assignment
- Security Agreement
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Confirmatory Grant of Patent Security Interest
- Merger
- Change of Name

Street Address: 599 Lexington Avenue

City: New York

State: New York

Country: U.S.A. Zip: 10022

Additional name(s) & address(es) attached?  Yes  No

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

This document is being filed together with a new application.

A. Patent Application No.(s)  
See annexed Schedule A

B. Patent No.(s)  
See annexed Schedule A

Additional numbers attached?  Yes  No

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

Name: Otterbourg, Steindler, Houston & Rosen, P.C.

Internal Address: Attention: Cathleen A. Pellegrino  
Legal Assistant

Street Address: 230 Park Avenue

City: New York

State: New York Zip: 10169

Phone Number: 212-905-3665

Fax Number: 212-682-6104

Email Address: cpellegrino@oshr.com

**6. Total number of applications and patents involved: 21**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 840.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

09/14/2006

Date

09/21/2006 DBYRNE 00000052 6550468

840.00.00 A. Pilchik

Name of Person Signing

ASSIGNMENTS DIV

Total number of pages including cover sheet, trademark and documents:

11

**Schedule A**

**Owned Patents**

<b><u>Patent Description</u></b>	<b><u>Application Number</u></b>	<b><u>Registration Number</u></b>	<b><u>Patent Date</u></b>	<b><u>Expiration Date</u></b>
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	2001844008	US Pat. No. 6,550,468	04/22/03	
Paint Ball Gun –  Paint ball gun for playing paint ball has curved bore	1999333083	US Pat. No. 6,526,685	03/04/03	
Gun Having a Curved Barrel-  Curved barrel gun with curvature imparting spin on projectile	1999333083	US Pat. No. 6,324,779	12/04/01	
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	199754617	US Pat. No. 6,003,547	12/21/99	
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	1995566139	US Pat. No. 5,722,383	03/03/98	
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		US Pat. No. 6,739,323	5/25/2004	
Pump Action Marking Pellet Gun –	1992896575	US Pat. No. 5,383,442	01/24/95	1/24/07

Has projectile supply hopper and barrel connected to receiver with gas supply

Non-Lethal Hand Grenade –

1989296990

US Pat No.  
4,932,672

06/12/90

Having flexible casing, marking fluid, opening with blocking member and distended section of tubular material

Automatic Feed Marking Pellet Gun –

1986944222

US Pat. No.  
4,819,609

04/11/89

Has guide to sequentially align projectiles with gun barrel

Gun

1999333083

US Pat. No.  
6,805,111

10/19/04

Curved barrel gun with curvature imparting spin on projectile

### Patent Applications

<u>Patent Description</u>	<u>Application Number</u>	<u>Registration Number/Publication No.</u>	<u>Patent Date</u>	<u>Expiration Date</u>
Valve Arrangement	11/480,301 (a continuation claiming priority to 10/849391, filed 05/19/04, which has been abandoned)	20050257783		
Receiver/Grip Assembly for Paintball Marker	11/047931 2/1/2005	20060169268		
Gun	10/967490 10/18/2004	20050091900		
Combination Non-lethal projectile launcher and flash light	11/348915 2/7/2006			
Apparatus and method for firing a projectile	11/202814 8/12/2005	20060032487		
Apparatus and method for firing a projectile	US2005/028727 8/12/2005			

Paintball marker	29/240765 10/18/2005
Anti-Jam Mechanism	11/348951 2/7/2006
Projectile Launcher	29/253463 2/7/2006

**Licensed Patents**

<b><u>Patent Description</u></b>	<b><u>Application Number</u></b>	<b><u>Registration Number</u></b>	<b><u>Patent Date</u></b>	<b><u>Expiration Date</u></b>
		U.S. Patent 6,647,969		
		U.S. Patent 6,634,325		

**CONFIRMATORY GRANT OF PATENT SECURITY INTEREST**

CONFIRMATORY GRANT OF PATENT SECURITY INTEREST ("Confirmatory Grant"), dated as of August 14, 2006, by and between TIPPMANN SPORTS, LLC, a Delaware limited liability company ("Grantor"), in favor of AMSOUTH BANK, in its capacity as agent for certain lenders ("Agent").

**WITNESSETH:**

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, Agent, AmSouth Capital Corp., as administrative agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Lenders have agreed to make Loans and to extend Letters of Credit for the benefit of Grantor;

WHEREAS, as security for all Obligations, pursuant to the terms of the Loan Agreement, Grantor granted to Agent, for the benefit of Agent and the Lenders, a continuing security interest in, lien on, and right of set-off against all Patents of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Confirmatory Grant.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Grantor hereby grants to Agent, on behalf of itself and the Lenders, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Patents, including, without limitation, the Patents set forth on Schedule A hereto, and all proceeds and products thereof.

3. **LOAN AGREEMENT.** The security interests granted pursuant to this Confirmatory Grant are granted in conjunction with, and not in limitation of, the security interests granted to Agent, on behalf of itself and the Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patents and related Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Confirmatory Grant to be executed and delivered by its duly authorized officer as of the date first set forth above.

**TIPPMANN SPORTS, LLC**

By: *Lori A Sherwood*  
Name: Lori A. Sherwood  
Title: Vice President & CFO

ACCEPTED AND ACKNOWLEDGED BY:

**AMSOUTH BANK, as Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Confirmatory Grant]

IN WITNESS WHEREOF, Grantor has caused this Confirmatory Grant to be executed and delivered by its duly authorized officer as of the date first set forth above.

**TIPPMANN SPORTS, LLC**

By: \_\_\_\_\_  
Name: Lori A. Sherwood  
Title: Vice President & CFO

ACCEPTED AND ACKNOWLEDGED BY:

**AMSOUTH BANK, as Agent**

By: Wendy B. Nelson  
Name: Wendy B. Nelson  
Title: Attorney-in-Fact

[Confirmatory Grant]

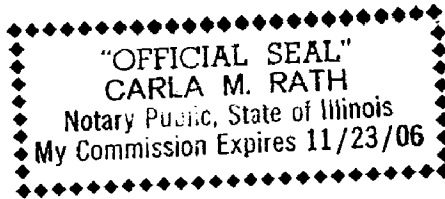
ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS )  
 )  
 ) ss.  
COUNTY OF LAKE )

On this 14 day of August, 2006, before me personally came Lori A. Sherwood, to me known, who, being by me duly sworn, did depose and say that she is the Vice President & CFO of TIPPMANN SPORTS, LLC, the limited liability company described in, and which executed the foregoing instrument, and that she is authorized to execute said instrument on behalf of said company.

*Carla M Rath*

\_\_\_\_\_  
Notary Public



[Confirmatory Grant]



**Schedule A**

**Owned Patents**

<b><u>Patent Description</u></b>	<b><u>Application Number</u></b>	<b><u>Registration Number</u></b>	<b><u>Patent Date</u></b>	<b><u>Expiration Date</u></b>
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