

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

G.I. SPORTZ, *et al.*,¹

Debtors in a Foreign Proceeding.

Chapter 15

Case No. 20-12610 (CSS)

(Jointly Administered)

Docket Ref No. 26

**ORDER APPROVING RECEIVER'S MOTION, PURSUANT TO SECTIONS 105(A),
365, 1501, AND 1521 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES
2002, 6006, AND 9014 (I) AUTHORIZING THE RECEIVER TO ASSUME AND ASSIGN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES
TO KORE OUTDOOR (US), INC.; (II) FIXING CURE AMOUNTS; AND
(III) GRANTING CERTAIN RELATED RELIEF**

Upon the Motion² of the Receiver for entry of an order pursuant to sections 105(a), 365, 1501, and 1521 of the Bankruptcy Code and Bankruptcy Rules 6006 and 9014 (i) authorizing the Receiver to assume and assign the Assigned to the Purchaser, (ii) fixing the Cure Amount for each of the Assigned Contracts, and (iii) granting certain related relief; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012; and this being a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and that this Court may enter a final order consistent with Article III of the United States Constitution; and proper and adequate notice of the Motion and the hearing thereon

¹ The last four digits of the United States Tax Identification Number, or similar foreign identification number, as applicable, follow in parentheses: G.I. Sportz Inc. (8551), Tippmann US Holdco Inc. (5037), GI Sportz Direct LLC (5359), Tippmann Sports, LLC (0385), Mission Less Lethal LLC (4604), and Tippmann Finance LLC (n/a). The G.I. Sportz Debtors' executive headquarters is located at 6000 Kieran Street, St. Laurent, Québec.

² All capitalized terms not otherwise defined herein are to be given the meanings ascribed to them in the Motion.

having been given; and that no other or further notice being necessary; and the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and this Court having determined that the relief sought in the Motion is in the best interests of the G.I. Sportz Debtors, their creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefor; it is hereby ORDERED:

1. The Motion is GRANTED as provided herein.
2. The Receiver's assumption and the assignment of the Assigned Contracts as set forth on **Exhibit 1** attached hereto to the Purchaser is authorized and approved pursuant to sections 105, 365, 1501, and 1521 of the Bankruptcy Code and Bankruptcy Rules 6006 and 9014.
3. The Assigned Contracts shall be deemed valid and binding and in full force and effect and assumed by the Receiver and assigned to the Purchaser upon entry of this Order, pursuant to section 365 of the Bankruptcy Code, subject only to the payment of all Cure Amounts (as defined below) required to assume and assign the Assigned Contracts to the Purchaser, and subject to the payment of the aforementioned Cure Amounts, parties to such Assigned Contracts are without basis to assert against the Receiver or the Purchaser, among other things, any defaults, breaches or claims of pecuniary losses existing as of the entry of this Order or by reason of the entry of this Order.
4. In accordance with section 365 of the Bankruptcy Code, upon assignment, the Purchaser shall be fully and irrevocably vested with all right, title and interest in and to the applicable Assigned Contract. The Receiver is hereby authorized to take all actions reasonably necessary to effectuate the foregoing.

5. The Cure Amounts for each of the Assigned Contracts are set forth on Exhibit 1 and attached hereto. All parties to Assigned Contracts are forever bound by such Cure Amount, and such parties shall be forever barred, estopped, and shall not take any action against the Receiver, the G.I. Sportz Debtors or the Purchaser with respect to any claim for cure under any Assigned Contract.

6. All defaults or other obligations under the Assigned Contracts arising prior to the entry of this Order (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be deemed cured and the parties to such contracts shall be forever barred and estopped from asserting or claiming against the Receiver, the G.I. Sportz Debtors or the Purchaser that any amounts are due or other defaults exist.

7. Any provision in any Assigned Contract that purports to declare a breach, default, or payment right as a result of an assignment or a change of control in respect of the Receiver is unenforceable, and all Assigned Contracts shall remain in full force and effect, subject only to payment of the applicable Cure Cost, if any. No sections or provisions of any Assigned Contract that purport to provide for additional payments, penalties, charges, or other financial accommodations in favor of nondebtor third parties to Assigned Contracts shall have any force or effect with respect to the assignments authorized by this Order, and such provisions constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code or are otherwise unenforceable under section 365(e) of the Bankruptcy Code. No assignment of any Assigned Contract pursuant to the terms of this Order in any respect shall constitute a default under any Assigned Contract. In the absence of objection, the party to each Assigned Contract shall be deemed to have consented to such assignment under section 365(c)(1)(B) of the

Bankruptcy Code, and the Purchaser shall enjoy all of the rights and benefits under each such Assigned Contract as of the date of entry of this Order, without the necessity of obtaining such party's written consent to the assumption or assignment thereof.

8. The Purchaser has satisfied any and all requirements under Bankruptcy Code sections 365(b)(1) and 365(f)(2) to provide adequate assurance of future performance under the Assigned Contracts. The Purchaser shall not be required to provide any further evidence of any adequate assurance to any counterparty of an Assigned Contract.

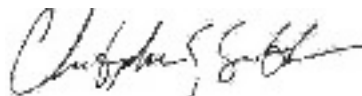
9. The Purchaser shall be obligated to perform obligations, arising from or after the entry of this Order, under the Assigned Contracts. The Receiver shall be relieved of any liability resulting from any subsequent breach of the Assigned Contracts pursuant to section 365(k) of the Bankruptcy Code.

10. Counterparties to Assigned Contracts shall be prohibited from charging any rent acceleration, assignment fees, increases or other fees to the Purchaser as a result of the assumption and assignment of any Assigned Contract.

11. The stay provided for in Bankruptcy Rule 6006(d) is hereby waived and this Order shall be effective immediately upon its entry.

12. This Court retains jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Order.

Dated: November 17th, 2020
Wilmington, Delaware



CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Assigned Contracts

Schedule of Cure Amounts

Contract Name	Signed or Effective Date	G.I. Sportz Debtor Party	Counterparty Name	Cure Amount
Termination of Lease and Bill of Sale Agreement	8/1/2020	Tippmann Sports, LLC	Tippmann Arms Company, LLC	USD \$0.00
Canadian Tire Corporation, Limited Purchase Agreement	5/4/2017	GI Sportz Direct LLC	Canadian Tire Corporation Limited	USD \$0.00
Dick's Sporting Goods Domestic Vendor Agreement (2020 GI Sportz Direct LLC # 04126)	1/1/2020	GI Sportz Direct LLC	Dick's Sporting Goods	USD \$0.00
Dunham Sports Co-op Advertising Contract	2/20/2019	GI Sportz Direct LLC	Dunham's Sports	USD \$0.00
Big 5 Supplier Arrangement	N/A	GI Sportz Direct LLC as successor to Kee Action Sports LLC	Big 5 Sporting Goods	USD \$0.00
Scheels Supplier Contract	1/1/2020	GI Sportz Direct LLC	Scheels	USD \$0.00
Walmart Supplier Arrangement	N/A	GI Sportz Direct LLC	Walmart U.S.	USD \$0.00
Walmart.com General Merchandise Agreement	5/6/2019	GI Sportz Direct LLC	Walmart.com USA, LLC	USD \$0.00
Tooling Transfer and Supply Agreement	1/1/2020	Tippmann Sports, LLC	Tippmann Arms Company, LLC	USD \$0.00
Kee/Valken Litigation Settlement Agreement	3/13/2020	GI Sportz Direct LLC	Valken Inc.	USD \$0.00
Academy Supplier Arrangement for	N/A	GI Sportz Direct LLC as successor to Kee Action Sports LLC	Academy Sports + Outdoors	USD \$0.00
Mills Supplier Arrangement	N/A	GI Sportz Direct LLC as successor to Kee Action	Mills	USD \$0.00

Contract Name	Signed or Effective Date	G.I. Sportz Debtor Party	Counterparty Name	Cure Amount
Paintball Loader Patent License Agreement	10/12/2015	GI Sportz Direct LLC	HK Army, Inc.	USD \$0.00
Global License Agreement	7/1/2009	GI Sportz Direct LLC as successor to Smart Parts, Inc.	Philadelphia Americans (GOG)	USD \$0.00
Amended and Restated Patent License Agreement	10/6/2011	GI Sportz Direct LLC as successor to Kee Action Sports LLC	Planet Eclipse Ltd.	USD \$0.00
Patent License Agreement	10/6/2011	GI Sportz Direct LLC as successor to Kee Action Sports LLC	Planet Eclipse Ltd.	USD \$0.00
Compressed Gun Patent License Agreement	6/30/2018	GI Sportz Direct LLC	Polarstar Engineering and Machine, LLC	USD \$0.00
Settlement Agreement	7/27/2012	GI Sportz Direct LLC as successor to Kee Action Sports LLC	Real Action Paintball, Inc.	USD \$0.00
Settlement Agreement (Cross-licenses on clamping feedneck patents)	1/26/2012	GI Sportz Direct LLC as successor to Kee Action Sports LLC	Shyang Huei Industrial Co. Ltd (SunWorld) and Amazone, Inc.	USD \$0.00
Patent Cross-License Agreement (Cross-licenses on clamping feedneck patents)	1/26/2012	GI Sportz Direct LLC as successor to Kee Action Sports LLC	Shyang Huei Industrial Co. Ltd (SunWorld) and Amazone, Inc.	USD \$0.00

Contract Name	Signed or Effective Date	G.I. Sportz Debtor Party	Counterparty Name	Cure Amount
Litigation Settlement Agreement (Paid Up License)	3/14/2016	GI Sportz Direct LLC as successor to Kee Action Sports LLC	Shyang Huei Industrial Co. Ltd (SunWorld)	USD \$0.00
Settlement and Patent License Agreement	12/31/2017	G.I. Sportz Inc. and GI Sportz Direct LLC	Virtue Paintball LLC	USD \$0.00
Exclusive Product Supply Agreement	12/15/2005	GI Sportz Direct LLC as successor to National Paintball Supply	Worlite Industry Co., Ltd	USD \$0.00
Patent License	2/1/2003	GI Sportz Direct LLC as successor to National Paintball Supply, Inc.	Joel Anderson	USD \$0.00
Exclusive Distribution and License Agreement	3/20/2008	GI Sportz Direct LLC as successor to JT Sports LLC	Gayston Corporation	USD \$0.00
License Agreement	2/5/2010	GI Sportz Direct LLC as successor to Kee Action Sports LLC	JT Sports LLC	USD \$0.00
Agreement for Chillspot (Reg. No. 4551232)	1/16/2015	GI Sportz Direct LLC as successor to Kee Action Sports LLC	LayRay LLC, Leahy Kenneth, and Raeside Mark	USD \$0.00
License Technology and Release Agreement	3/9/2011	GI Sportz Direct LLC as successor to Kee Action Sports LLC	Pinokio Hoppers Inc. and Estrate Evans	USD \$0.00
Settlement Agreement	6/12/2009	GI Sportz Direct as	Powerlyte, Inc.	USD \$0.00

Contract Name	Signed or Effective Date	G.I. Sportz Debtor Party	Counterparty Name	Cure Amount
Development and Manufacturing Agreement	12/16/2013	successor to Kee Action Sports LLC and Kee Action Sports I LLC Tippmann Sports, LLC	Pullens Hendrikus Ian Scott d/b/a Stark Pursuit	USD \$0.00
License and Product Supply Agreement	July 11, 2007	GI Sportz Direct LLC as successor to Kee Action Sports LLC	Sheng, Chih-Sheng and Jin Ben Sun Co. Ltd.	USD \$0.00
Non-Disclosure Agreement	9/20/2013	Tippmann Sports, LLC	PolyOne Corporation	USD \$0.00
Settlement Agreement	9/4/2013	GI Sportz Direct LLC as successor to Kee Action Sports, LLC	Real Action Paintball, Inc.	USD \$0.00
Patent Assignment and Royalty Agreement	5/21/2007 modified by letter dated 9/30/2011	GI Sportz Direct LLC as successor to Kee Action Sports I LLC	Robert K. Masse, Ryan J. Schwab, and Ballistic Enterprises	USD \$0.00
Settlement Agreement	9/20/2017	G.I. Sportz Inc. and GI Sportz Direct LLC	APX Gear, LLC,	USD \$0.00
Agreement (Settlement)	1/10/2012	GI Sportz Direct as successor to Kee Action Sports LLC	James Christopher, Chris Goddard, and Albert Schilling	USD \$0.00
Trademark Consent Agreement with Belsales, Ltd. for "EVOLUTION" Trademark	1/14/2005	GI Sportz Direct LLC as successor to JT Sports LLC	Belsales Ltd.	USD \$0.00

Contract Name	Signed or Effective Date	G.I. Sportz Debtor Party	Counterparty Name	Cure Amount
Settlement Agreement for "CRUSH" and "KRUSH" trademarks	11/7/2007	GI Sportz Direct LLC as successor to Kee Action Sports LLC	Dr. Pepper/Seven-Up, Inc.	USD \$0.00
Consent Agreement for "JT" Trademarks	6/9/2014	GI Sportz Direct LLC as successor to Kee Action Sports LLC	JT Sports LLC	USD \$0.00
Coexistence Agreement of HALO Trademark	10/29/2008	GI Sportz Direct LLC as successor to Kee Action Sports I LLC	Microsoft	USD \$0.00
Coexistence Agreement for "DIABLO" trademarks	10/6/2008	GI Sportz Direct LLC as successor to Kee Action Sports I LLC	Pirelli Tyre	USD \$0.00
Coexistence Agreement for EMPIRE and EMPYRE trademarks	11/28/2007	GI Sportz Direct LLC as successor to Kee Action Sports I LLC	Zumiez	USD \$0.00
Real Property Lease		Tippmann Sports LLC	Dennis Tippman SR Family Partnership LLP	USD \$0.00
Real Property Lease		G.I. Sportz Direct LLC	Javelin Logistics	USD \$0.00

Contract Name	Signed or Effective Date	G.I. Sportz Debtor Party	Counterparty Name	Cure Amount
Real Property Lease		G.I. Sportz Direct LLC	3-Way Logistics Inc.	USD \$0.00
Real Property Lease		G.I. Sportz Direct LLC	Vincent J. Stagliano, John Gourley, and Petty Stagliano	USD \$0.00