

Michael F. Snyder (MS-6312)
Ryan W. O'Donnell (RO-2904)
Volpe & Koenig, P.C.
United Plaza, Suite 1600
30 South 17th Street
Philadelphia, PA 19103
(215) 568-6400

Amelia Carolla (AC-5680)
Christina D. Frangiosa (CF-6630)
Montgomery, McCracken, Walker & Rhoads, LLP
Liberty View, Suite 600
457 Haddonfield Road
Cherry Hill, New Jersey 08002
(856) 488-7700

ATTORNEYS FOR PLAINTIFFS

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

AJ INTERMEDIATE HOLDINGS LLC;
and,
AJ ACQUISITION I LLC
d/b/a NATIONAL PAINTBALL SUPPLY,

Plaintiffs,

v.

PROCAPS L.P., et al.,

Defendants.

Civil Action No.
1:07-cv-00192 JHR-AMD

**ORDER TO SHOW CAUSE WITH TEMPORARY
RESTRAINTS WHY PRELIMINARY INJUNCTIVE RELIEF
SHOULD NOT BE GRANTED
AS TO SPURLOCK, JIMMY, MARCASITE, PROCAPS AND ICC**

This matter comes before the Court on the application of Plaintiffs AJ Intermediate Holdings LLC, AJ Acquisition I LLC d/b/a National Paintball Supply (collectively "Plaintiffs" or "AJI"), through its attorneys, for an Order to Show Cause directing Michael Spurlock ("Spurlock"), Wu Chin Min ("Jimmy"), Marcasite Industrial Co. Ltd. ("Marcasite"), Procaps L.P. ("Procaps"), and Imperial Capital Corporation ("ICC"), to appear before this Court and show cause why preliminary injunctive relief should not be granted. The Court having considered the papers submitted by the parties and having heard counsel's argument, if any, and for good cause shown makes the following order:

IT IS on this 8th day of February, 2007, ORDERED that Defendants show cause before the United States District Court for the District of New Jersey, Mitchell H. Cohen United States Courthouse, 1 John F. Gerry Plaza, Camden, New Jersey, on the 26th day of February, 2007 at 10:00 a.m., or as soon thereafter as counsel may be heard, why a preliminary injunction should not be imposed as follows:

1. Restraining Spurlock, Jimmy and Marcasite from:
 - (a) Using, offering for sale, selling, distributing, or otherwise disclosing to anyone any Confidential Information they obtained from AJI, formerly National Paintball Supply

("NPS"), through the non-disclosure agreements between the parties;

- (b) Manufacturing, assembling, reproducing, offering for sale, selling, advertising or assisting others in performing these actions, relating to any product that contains or is derived from NPS's, now AJI's, Confidential Information; and
- (c) Providing to Procaps and/or ICC any Confidential Information they obtained from NPS, now AJI; and

2. **Directing Spurlock, Jimmy and Marcasite to:**

- (a) Return to AJI all material and any other information obtained as Confidential Information under the terms of the non-disclosure agreements; and

3. **Restraining Procaps and ICC from:**

- (a) Paying or otherwise compensating or reimbursing Spurlock, Jimmy or Marcasite in exchange for any Confidential Information received from NPS or AJI in any form;
- (b) Using any of NPS's, now AJI's, Confidential Information obtained from Spurlock, Jimmy or Marcasite;
- (c) Developing or distributing any products using or derived from NPS's, now AJI's, Confidential Information;

- (d) Manufacturing, reproducing, importing, exporting, promoting advertising, adapting, displaying, transferring, distributing, offering for sale and selling any products that contain or are derived from NPS's, now AJI's, Confidential Information; and

4. **Directing Procaps and ICC to:**

- (a) Disclose to Plaintiffs the identify of all their agents, officers, sales representatives, servants, employees, associates, attorneys, successors, assigns, and any other person or entity known to them that had any access whatsoever to NPS/AJI's Confidential Information provided to Procaps and ICC by Spurlock, Jimmy and/or Marcasite; and
- (b) Certify to the Court that all such above-described persons have turned over to Procaps and ICC all materials and any other information provided by Spurlock, Jimmy and/or Marcasite and Procaps and ICC have turned over all such material and other information to AJI.

IT IS FURTHER HEREBY ORDERED, that pending said hearing, the following temporary restraints are hereby imposed:

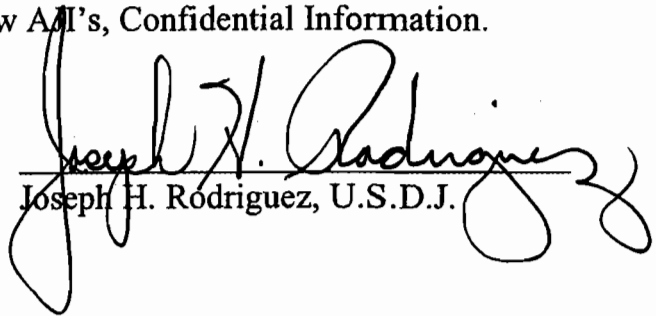
5. Spurlock, Jimmy and Marcasite are temporarily restrained from:

- (a) Using, offering for sale, selling, distributing, or otherwise disclosing to any person or entity any Confidential Information they obtained from NPS, now AJI, particularly any Confidential Information relating to a wireless paintball loader;
- (b) Manufacturing, assembling, reproducing, offering for sale, selling, advertising or assisting others in performing these actions, relating to any product that contains or is derived from NPS's, now AJI's, Confidential Information; and
- (c) Providing to Procaps and/or ICC any confidential information they obtained from NPS, now AJI;

6. Procaps and ICC are temporarily restrained from:

- (a) Paying or otherwise compensating or reimbursing Spurlock, Jimmy or Marcasite in exchange for any Confidential Information received from NPS or AJI in any form;
- (b) Using any of NPS's, now AJI's, Confidential Information obtained from Spurlock, Jimmy or Marcasite; and
- (c) Manufacturing, reproducing, importing, exporting, promoting advertising, adapting, displaying, transferring, distributing,

offering for sale and selling any products that contain or are
derived from NPS's, now AI's, Confidential Information.


Joseph H. Rodríguez, U.S.D.J.