UNITED STATES DISTRICT COURT
DISTRICT COURT OF COLORADO

Civil Action No. 09-cv00970-PAB-KMT

PREDATOR INTERNATIONAL, INC.,
a Colorado corporation,

Plaintiff,

v.

GAMO OUTDOOR USA, INC., a
Florida corporation, and
INDUSTRIAS EL GAMO, S.A.,
a Spanish corporation,

Defendants.

FOURTH AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

THE PARTIES

1. Plaintiff Predator International, Inc. ("Predator") is a corporation organized under the laws of the State of Colorado having a principal place of business at 4401 S. Broadway, Suite 201, Englewood, Colorado 80113.

2. Upon information and belief, Defendant Gamo Outdoor USA, Inc. ("Gamo") is a corporation organized under the laws of the State of Florida having a principal place of business at 3911 SW 47th Avenue, Suite 194, Fort Lauderdale, Florida, 33314.

3. Upon information and belief, Defendant Industrias El Gamo, S.A. is a corporation organized and existing under the laws of Spain having a principal place of business at Santa Creu Calafell KM 10, Sant Boi de Llobregat, Barcelona, 08830. Defendants are hereinafter collectively referred to as "Gamo."

4. Predator is in the business of manufacturing, distributing, and selling high performance air gun pellets in interstate commerce and internationally.

5. Upon information and belief, Defendants are in the business of designing, manufacturing, distributing, and selling airguns and airgun pellets in interstate commerce and internationally.

JURISDICTION

6. This action arises under the Lanham Act, 15 U.S.C. §1051 *et seq.*, the Copyright Act, Colorado Consumer Protection Act, C.R.S. §6-1-101, *et. seq*., and the principles of common law in the State of Colorado pertaining to trade dress infringement, unjust enrichment, and unfair competition.

7. This is a civil action for federal trade dress infringement, copyright infringement, violation of the Colorado Consumer Protection Act, and common law unfair competition, trade dress infringement, and unjust enrichment.

8. This Court has jurisdiction over the counts of this action based on 28 U.S.C. §§133l, 1338, and 1367.

9. Upon information and belief, this Court has personal jurisdiction over the Defendants by virtue of the Defendants' acts of offering products for sale in this District.

10. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) and (c).

FACTUAL BACKGROUND OF CLAIMS

11. Since at least as early as 2002, Predator has been manufacturing, distributing, and selling a polymer tipped airgun pellet in the United States and internationally. At that time, the pellets were called Predator Premium Hunting Pellets. Since 2007, they've been sold under the mark POLYMAG. See POLYMAG product image and description attached hereto as Exhibit 1.

17. On its website and in its brochure, the Predator describes the POLYMAG as follows: "The Predator Polymag™ (polymer tip pellet) was designed specifically to be the most effective and efficient airgun hunting ammunition available." See Exhibit 1.

18. On its website, Predator also describes the POLYMAG as follows:

> Experience better accuracy, deeper penetration and higher velocity with Predator's revolutionary new hunting Polymags™ (polymer tip pellet). Hollow point design creates instant expansion on impact allowing for the taking of larger animals. Hard polymer tip provides excellent flight characteristics. See Exhibit 1.

19. Elsewhere on Predator's website, the features of the POLYMAG are described by Predator as follows:

> The Predator Polymag™ (polymer tip pellet) features a traditional hollow point design in a standard airgun application. The aerodynamic shape and hard polymer tip provide excellent flight characteristics. Other features include:
>
> - Higher Velocity & Flat Trajectory
> - Very Accurate and Efficient
> - Allows for Deeper Penetration
> - Instant Expansion on Impact
> - Light Weight (.177 cal weighs 8gr, .22 weighs 16 gr)

20. Predator is the author and owner of all right, title, and interest to the rights afforded by the U.S. Copyright Act of the product description and ad copy described above and found on its website at www.predatorpellets.com. See Exhibit 1. The product description and ad copy described above will hereinafter be referred to as the "Copyrighted Work."

21. The Copyrighted is an original work of authorship and was created in May 2000. It was first published on Predator's website located at www.predatorpellets.com in June 2000.

22. Predator's brochure was created in 2006. This brochure was first distributed at the Shot Show in the beginning of 2007. It has also been distributed at the 2008 and 2009 Shot Shows.

23. Predator has complied in all respects with 17 U.S.C. §§ 101 et seq., and secured

the exclusive rights and privileges in and to the copyright of the Copyrighted Work. The Copyrighted Work is the subject of U.S. Copyright Registration No. TX-6-913-217, issued on April 16, 2009.

24. The POLYMAG features a distinctive, nonfunctional red colored tip that is well known to consumers and has become associated with Predator and the POLYMAG. This red tip will hereinafter be referred to as the "POLYMAG trade dress."

25. Predator has expended considerable resources in promoting the POLYMAG and the POLYMAG trade dress through various media, including trade publications, trade shows, brochures, and on the internet.

26. The POLYMAG is available for sale at sporting goods retailers such as Cabelas, Pyramydair, Gander Mountain, Bass Pro Shops, and Morgan Dees. A tin of 200 retails for $15.99 or $16.99 depending on the caliber.

27. In the past three years, annual sales of the POLYMAG have jumped from $100,000 to $365,000.

28. In 2007, Predator created a five-year plan for growth that leads to gross profits of $500,000 in 2010 based on its plans to consolidate manufacturing and increase production. This increase of production would allow Predator to introduce the POLYMAG to retailers that they had previously been unable to use because of their limited production capacity.

29. In furtherance of this five year plan, Predator spent most of 2008 adding tipping machines in Hungary and increasing production in the Czech Republic. It is now poised for a new surge of growth.

30. By reason of the adoption and longstanding continuous use of the POLYMAG trade dress, the POLYMAG trade dress has acquired special and particular significance and very

valuable goodwill as identifying the POLYMAG, so that when members of the public in the United States and elsewhere see or hear it, they automatically think of Predator.

31. Consequently, through such usage and recognition, the POLYMAG trade dress is protected under the laws of the United States and numerous other countries, granting Predator the right to prevent others from using any mark, trade dress, or other designation which is confusingly similar thereto.

32. On November 13, 2008, Gamo, the largest air gun manufacturer in Europe, issued a press release announcing its expected release of the RED FIRE airgun pellet. The RED FIRE looks almost identical to the POLYMAG, and specifically, features the POLYMAG's non-functional, distinctive red colored tip. It also weighs the exact same as the POLYMAG, even though the grain weight of an air gun pellet such as the RED FIRE could range anywhere from 6.5 gr. to 10.5 gr.. To announce its newest product to the world, Gamo said the following regarding the RED FIRE:

> You will experience better accuracy, deeper penetration and higher velocity with these revolutionary new hunting polymer tipped pellets. The hollow point design creates instant expansion on impact allowing for the taking of larger animals. The hard polymer tip provides excellent flight characteristics as well. This will be one of the air gun industries signature pellets.
>
> The Red Fire™ is designed specifically to be the most effective and efficient air gun hunting ammunition available.
>
> Specifications:
>
> Higher Velocity & Flat Trajectory
> Accurate and Efficient
> Allows for Deeper Penetration
> Instant Expansion on Impact
> Light Weight
> .177 cal weighs 8gr, .22 weighs 16gr

See Exhibit 2 attached for Gamo Press Release.

33. Predator immediately contacted Gamo informing Gamo that the RED FIRE appeared to be a direct copy of the POLYMAG. Gamo denied any infringement.

34. Gamo further showed the RED FIRE in January 2009 at the annual Shot Show, where Predator also had a booth featuring the POLYMAG. The RED FIRE was not available for purchase at the Shot Show.

35. Sales of the RED FIRE in the United States have just recently commenced. A tin of 150 pellets retails for $9.99. The RED FIRE and POLYMAG are both sold by Cabelas.

36. Gamo's website located at www.gamousa.com, describes the RED FIRE as follows:

> Experience better accuracy, deeper penetration and higher velocity with GAMO's revolutionary new hunting Red Fire™ (polymer tip pellet). The hollow point design creates instant expansion on impact allowing for the taking of larger animals. The hard polymer tip provides excellent flight characteristics as well.
>
> - Higher Velocity & Flat Trajectory
> - Accurate and Efficient
> - Allows for Deeper Penetration
> - Instant Expansion on Impact
> - Light Weight

See Red Fire image and product description attached hereto at Exhibit 3.

37. Moreover, even after the very short period of time during which the RED FIRE has been commercially available, Predator has become aware of numerous instances of actual confusion between the two products. Consumers are also reporting the inferior quality of Gamo's RED FIRE compared to the POLYMAG, which leads to further damage of Predator's goodwill and reputation.

38. Despite Predator's notice to Gamo of Gamo's blatant copying of Predator's Copyrighted Work and the POLYMAG trade dress, Gamo continues to sell the RED FIRE, causing damage and irreparable harm to Predator.

FIRST CLAIM:
TRADE DRESS INFRINGEMENT UNDER 15 U.S.C. 1125(a)

39. Predator incorporates by reference all of the averments set forth in Paragraphs 1 through 38, inclusive, with the same effect as though fully rewritten in this Count for trade dress infringement by Defendants.

40. By virtue of the facts herein averred, Gamo has been and is engaging in trade dress infringement by manufacturing, packaging, and selling the RED FIRE in violation of 15 U.S.C. §1125(a) in a manner likely to cause confusion, or to cause mistake, or to deceive consumers.

41. To identify the POLYMAG, Predator has extensively advertised, and caused to be advertised, throughout the United States the POLYMAG with the POLYMAG trade dress. As a result of marketing, manufacturing, and sales of the POLYMAG for many years using the non-functional POLYMAG trade dress, the POLYMAG trade dress has become distinctive and/or has obtained secondary meaning as a means to identify the source of the POLYMAG.

42. Predator is the owner of the POLYMAG trade dress and was the first to adopt and use, or cause to be used, the POLYMAG trade dress in connection with air gun pellets.

43. By virtue of the widespread use and recognition of the POLYMAG trade dress by the public, the POLYMAG has come to be, and now is, well and favorably known to the public as a high quality, unique good sold and provided exclusively by Predator.

44. Use of the POLYMAG trade dress in conjunction with the POLYMAG is distinctive and represents a highly valuable source indicator for consumers who are seeking to purchase and consume the POLYMAG. Plaintiff has thereby built up and now owns valuable goodwill in the POLYMAG trade dress.

45. Defendants have been and continue to unfairly trade upon and appropriate the longstanding prestige, reputation, notoriety, and goodwill of Predator as represented by the POLYMAG trade dress, and are thereby deceiving the public.

46. Upon information and belief, Defendants' infringing use of the POLYMAG trade dress has been deliberate and willful and has been committed with the intent to cause confusion and mistake, and to deceive and defraud the public into believing that their goods are affiliated with, sponsored by, or in some manner associated with Predator.

47. Predator has been and will continue to be damaged and irreparably harmed by Defendants' actions of trade dress infringement unless Gamo's trade dress infringement is enjoined preliminarily and permanently by this Court.

SECOND CLAIM:
COPYRIGHT INFRINGEMENT

48. Predator incorporates by reference all of the averments set forth in Paragraphs 1 through 47, inclusive, with the same effect as though fully rewritten in this Count for copyright infringement by Defendants.

49. By virtue of the facts herein averred, Gamo has been and continues to infringe Predator's exclusive rights to the Copyrighted Work granted by 17 U.S.C. §106. Through Gamo's use of the Copyrighted Work to sell the RED FIRE in violation of 17 U.S.C. §501.

50. Predator is the owner of all title, right, and interest to the Copyrighted Work and has obtained U.S. Copyright Registration No. TX-6-913-217, issued on April 16, 2009. See Exhibit 4.

51. Predator has not granted Gamo a license or any right to copy, reproduce, distribute, publish, exploit, or use the Copyrighted Work in any manner.

52. Gamo has unlawfully and willfully copied the Copyrighted Work to use in its own press release and product description for the RED FIRE.

53. Predator has been and continues to be damaged by Gamo's infringement of the Copyrighted Work.

54. Predator is suffering, and will continue to suffer, irreparable harm from Gamo's infringement of the Copyrighted Work unless Gamo's copyright infringement is enjoined preliminarily and permanently by this Court.

THIRD CLAIM:
VIOLATION OF COLORADO'S CONSUMER PROTECTION ACT,
C.R.S. §6-1-101 *et seq*.

55. Predator incorporates by reference all of the averments set forth in Paragraphs 1 through 54, inclusive, with the same effect as though fully rewritten in this Count for violation of Colorado's Consumer Protection Act.

56. By virtue of the facts herein averred, Gamo has been and continues to engage in deceptive trade practices in violation of Colorado's Consumer Protection Act, C.R.S. §6-1-101, *et seq*.

57. Upon information and belief, Gamo's deceptive trade practices have been willful, deliberate, and in bad faith.

58. By virtue of the facts herein averred, Gamo's deceptive trade practices have significantly impacted the public as actual or potential consumers of Gamo's goods.

59. Predator has been and will continue to be damaged and irreparably harmed by Gamo's deceptive trade practices unless Gamo's actions are enjoined preliminarily and permanently by this Court.

FOURTH CLAIM:
UNJUST ENRICHMENT

60. Predator incorporates by reference all of the averments set forth in Paragraphs 1 through 59, inclusive, with the same effect as though fully rewritten in this Count for unjust enrichment.

61. Gamo has and will obtain substantial benefit from the use of the POLYMAG trade dress without Predator's consent.

62. Predator has not received compensation for Gamo's use of the POLYMAG trade dress.

63. Upon information and belief, Gamo's unauthorized use of the POLYMAG trade dress has been willful and wanton and with reckless disregard to Predator's rights.

64. By virtue of the facts herein averred, Defendants has been unjustly enriched by their retention of the benefits from the use of the POLYMAG trade dress without full compensation to Plaintiff. Allowing Defendants to retain such benefits without full compensation to Plaintiff would be inequitable and would result in Defendants' unjust enrichment at Plaintiff's expense.

FIFTH CLAIM:
COMMON LAW UNFAIR COMPETITION

65. Predator incorporates by reference all of the averments set forth in Paragraphs 1 through 64, inclusive, with the same effect as though fully rewritten in this Count for unfair competition under the common laws of the State of Colorado.

66. Defendants' actions have caused, or will likely cause, confusion as to the origin or sponsorship of its goods and convey the false and misleading impression that the Predator provides, sponsors, or endorses the Defendants' goods.

67. Upon information and belief, Defendants have been and continue to unfairly trade upon and appropriate the prestige, reputation, notoriety, fame, and goodwill of Predator, and is thereby deceiving the public.

68. By virtue of the facts herein averred, the acts of the Defendants constitute unfair competition in violation of the common law of the State of Colorado.

69. Upon information and belief, Gamo's unauthorized use of the POLYMAG trade dress has been willful and wanton and with reckless disregard to Predator's rights.

70. Predator has been and will continue to be damaged and irreparably harmed by Gamo's unfair competition unless Gamo's actions are enjoined preliminarily and permanently by this Court.

DEMAND AND RELIEF REQUSTED

WHEREFORE, Plaintiff Predator respectfully requests that the Court:

1. With respect to the First Claim:

    a. Enter a Judgment that Predator owns valid and enforceable trade dress rights in the POLYMAG trade dress, Gamo has infringed Predator's rights to the POLYMAG trade dress, that such infringement has been willful and deliberate, and that this case is exceptional under 15 U.S.C. §1117;

    b. Enjoin Gamo, and all its officers, directors, agents, employees, and all those persons in active concert or participation with it, temporarily, preliminarily and permanently from using, promoting, or advertising the POLYMAG trade dress or any other trade dress confusingly similar thereto in connection with its goods;

    c. Order Defendants to return to Plaintiff's counsel for impoundment and destruction all advertising materials, promotional material, brochures, flyers, point-of-purchase displays, or the like having or displaying the POLYMAG trade dress in any way that indicates, suggests, represents, or is likely to lead the public or individual members of the public to believe that the Defendants are in any manner, directly or indirectly, associated, connected with, licensed, authorized, franchised or approved by Plaintiff;

    d. Order an accounting of profits and other damages derived from the Defendants from their acts of trade dress infringement; and

e. Enter a Judgment in favor of Plaintiff and against the Defendants in an amount to be set forth when determined as an appropriate monetary award, the amount to include: (i) actual losses suffered by Plaintiff due to Defendants' actions; (ii) profits the Plaintiff has lost or will lose due to Defendants' actions and infringement, (iii) profits and advantages obtained by Defendants by their actions and infringement; (iv) attorneys' fees pursuant to 15 U.S.C. §1117; and (v) costs;

2. With respect to the Second Claim:

a. Enter Judgment that Predator owns valid and enforceable rights to the Copyrighted Work, Gamo has infringed Predator's copyright in the Copyrighted Work, and that such infringement has been willful and deliberate;

b. Enjoin Gamo, and all its officers, directors, agents, employees, and all those persons in active concert or participation with it, temporarily, preliminarily, and permanently from copying, reproducing, publishing, disseminating, or using the Copyrighted Work;

c. Order Defendants to return to Plaintiff's counsel for impoundment and destruction all copies, advertising materials, promotional materials or the like that include the Copyrighted Work;

d. Order an accounting of profits and other damages derived from the Defendants from their acts of copyright infringement; and

e. Enter a Judgment in favor of Plaintiff and against the Defendants in an amount to be set forth when determined as an appropriate monetary award, the amount to include: (i) actual losses suffered by Plaintiff due to Defendants' actions; (ii) profits the Plaintiff has lost or will lose due to Defendants' actions and infringement, (iii) profits and advantages obtained by Defendants by their actions and infringement; (iv) attorneys' fees pursuant to 17 U.S.C. §505; and (v) costs;

3. With respect to the Third Claim:

a. Enter a Judgment that Gamo has willfully and in bad faith violated the Colorado Consumer Protection Act;

b. Enjoin Gamo, and all its officers, directors, agents, employees, and all those persons in active concert or participation with it, temporarily, preliminarily and permanently from engaging in deceptive trade practices, and particularly from using, promoting, or advertising the POLYMAG trade dress or any other trade dress confusingly similar thereto in connection with its goods;

c. Order an accounting of profits and other damages derived from the Defendants from their acts of deceptive trade practices;

d. Enter a Judgment in favor of Plaintiff and against the Defendants in an amount to be set forth when determined as an appropriate monetary award, the amount to include treble damages, attorneys' fees, and costs pursuant to C.R.S. § 6-1-113; and

4.With respect to the Fourth and Fifth Claims:

a. Enter Judgment that Gamo has been unjustly enriched to the detriment of Gamo and has unfairly competed with Predator, respectively;

b. Enter Judgment that Gamo's conduct has been willful and wanton and award Predator exemplary damages pursuant to C.R.S. 13-21-102;

c. Enjoin Gamo, and all its officers, directors, agents, employees, and all those persons in active concert or participation with it, temporarily, preliminarily and permanently from unfairly competing against Predator, and particularly from using, promoting, or advertising the POLYMAG trade dress or any other trade dress confusingly similar thereto in connection with its goods;

d. Order an accounting of profits and other damages derived from the Defendants from their acts of unjust enrichment and unfair competition; and

e. Enter a Judgment in favor of Plaintiff and against the Defendants in an amount to be set forth when determined as an appropriate monetary award, such amount to include: (i) actual losses suffered by Plaintiff due to Defendants' actions; (ii) profits the Plaintiff has lost or will lose due to Defendants' actions, and (iii) costs.

7. Enter an order requiring the Defendants to file with the Court and to serve on Plaintiff's counsel, within thirty (30) days after service of any preliminary injunction or permanent injunction issued here, or within such reasonable time as the Court shall direct, a report in writing and under oath setting forth in detail the manner and form in which the Defendants have complied with the injunction; and

8. Award Plaintiff such further relief as the Court deems necessary and proper.

JURY DEMAND

Plaintiff Predator hereby demands a trial by jury for all issues so triable.

SIGNED this 12th day of May, 2010.

DOBRUSIN & THENNISCH PC

/s/ Abby C. Moskovitz
Abby C. Moskovitz
29 W. Lawrence St.
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Telephone: (248) 292-2920
Facsimile: (248) 292-2910

PLAINTIFF'S ADDRESS:

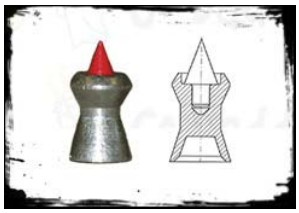
Predator International, Inc.
4401 S. Broadway, Suite 201
Englewood, CO 80113

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EXHIBIT 1

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Testimonials | Buy Polymag Pellets

WELCOME



The patented Predator Polymag™ (polymer tip pellet) is a premium quality hunting pellet which combines a hollow head with a sharp polymer tip for unsurpassed performance on small game. Whether ridding your garden of unwanted pests or stalking your favorite hardwoods in search of squirrel, experience excellent accuracy and efficiency when hunting with Predator Polymags™.

The Predator Polymag™ (polymer tip pellet) was designed specifically to be the most effective and efficient airgun hunting ammunition available. To accomplish that goal, the following features were incorporated into the design:

Features	Advantages
Innovative head design combines sharp polymer tip with hollow head	Delivers penetration and shock to vital organs. Cuts and shatters bone on contact.
Aerodynamic shape	Excellent flight characteristics. High ballistic coefficient allows for higher retained velocity and flat trajectory. Allows hunter to take game efficiently.
Lightweight	.177 caliber weighs only 8 grains .22 caliber weighs only 16 grains
Standard airgun application	Accurate and efficient. Visually attractive and cost effective.

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PRODUCTS

Performance Polymag™ (polymer tip pellet)

Experience better accuracy, deeper penetration and higher velocity with Predator's revolutionary new hunting Polymags™ (polymer tip pellet). Hollow point design creates instant expansion on impact allowing for the taking of larger animals. Hard polymer tip provides excellent flight characteristics.

Currently available in .177, .20 and .22 calibers



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FEATURES

The Predator Polymag™ (polymer tip pellet) features a traditional hollow point design in a standard airgun application. The aerodynamic shape and hard polymer tip provide excellent flight characteristics. Other features include:

- Higher Velocity & Flat Trajectory
- Very Accurate and Efficient
- Allows for Deeper Penetration
- Instant Expansion on Impact
- Light Weight (.177 cal weighs 8gr, .22 weighs 16gr)



WARNING: Predator Polymag™ (polymer tip pellet) are designed and intended to be used by responsible adults for hunting small game, and pest control. As always, precise shot placement is critical for the humane taking of any small game animal, and ALWAYS follow the four rules of safe gun handling.

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EXHIBIT 2

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Gamo USA Corp

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www.Shopping.com

Gamo Air Prices
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PRESS RELEASE

Receive press releases from Gamo USA Corp: By Email RSS Feeds: XML MY YAHOO!

Gamo USA Corp Red Fire™

Air Gun Ammunition Never Looked So Good. Gamo Develops Red Fire™ Air Gun Pellets.

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Gamo.Pronto.com

Want Sporting Goods?
Compare Prices, Merchants & Models. Savvy Shoppers Compare & Save!
SportingGoods.PriceGrabber.com

Owl Pellets
Extra Large Pellet Regular Size Price
www.pelletlab.com

Gamo Shadow
Great Deals! Thousands of Stores Buy Smart and Save with Confidence
shopping.yahoo.com

Ads by Google

Ft. Lauderdale, FL, November 13, 2008 --(PR.com)-- Adding to the already extensive line of air gun ammunition Gamo USA Corp. a precision air gun manufacture releases the Red Fire™ air gun pellet. You will experience better accuracy, deeper penetration and higher velocity with these revolutionary new hunting polymer tipped pellets. The hollow point design creates instant expansion on impact allowing for the taking of larger animals. The hard polymer tip provides excellent flight characteristics as well. This will be one of the air gun industries signature pellets.

The Red Fire ™ is designed specifically to be the most effective and efficient air gun hunting ammunition available.

Specifications:

Higher Velocity & Flat Trajectory
Accurate and Efficient
Allows for Deeper Penetration
Instant Expansion on Impact
Light Weight
.177 cal weighs 8gr, .22 weighs 16gr

“We wanted a pellet with not only capability of deeper penetration but an aerodynamic design that also travels in an even form; the air gun enthusiast will be pleased.” States Amanda Davis Manager of Customer Service.

To learn more about Gamo USA products and accessories, visit: www.gamousa.com. One of the top air gun

manufactures is the world; Gamo is also the largest air gun manufacturer in Europe. Shooters in over 50 countries all over the world use their air rifles and air pistols.

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Contact Information

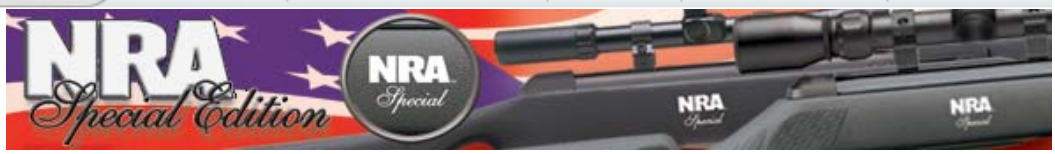
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EXHIBIT 3





Red Fire .177 Pellets Tin of 150 [Item # 632270154]

Designed specifically to be the most effective and efficient airgun hunting ammunition available
NOT AVAILABLE IN .22 CAL



Experience better accuracy, deeper penetration and higher velocity with GAMO's revolutionary new hunting Red Fire™(polymer tip pellet). The hollow point design creates instant expansion on impact allowing for the taking of larger animals. The hard polymer tip provides excellent flight characteristics as well.

- Higher Velocity & Flat Trajectory
- Accurate and Efficient
- Allows for Deeper Penetration
- Instant Expansion on Impact
- Light Weight

2 user(s) rated this product
Write/Read reviews about this product.

$9.99 BUY NOW

SPECIFICATIONS

Cal .177 (4.5 mm)	MUZZLE	10 YARDS	30 YARDS
Velocity (fps)	843	-	-
Kinetic Energy, (ft x lbs)	12.9	-	-
Paraffin Penetration, (inches)	0.62	0.46	0.42
Paraffin Expansion, (inches)	0.29	0.26	0.24
Grouping, (inches)	N/A	0.25	-

Pellet Weight (grain): 8.0 grain

***Test made with air rifle: GAMO Hunter Pro**

EXHIBIT 4

Registration Number:

TX 6-913-217

Effective date of registration:

April 16, 2009

Title

Title of Work: Textual Content of Pages on PredatorPellets.com Website

Completion/Publication

Year of Completion: 2000

Date of 1st Publication: June 1, 2000 **Nation of 1st Publication:** United States

Author

- **Author:** Predator International, Inc.

Author Created: text

Work made for hire: Yes

Citizen of: United States **Domiciled in:** United States

Copyright claimant

Copyright Claimant: Predator International, Inc.

4401 S. Broadway, Suite 201, Englewood, CO, 80113, United States

Certification

Name: Abby Moskovitz

Date: April 16, 2009