

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Purchase and Finance Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fred Wittenstein		09/19/2011	INDIVIDUAL: UNITED STATES
Alfiekins LLC		09/17/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Prima Technologies, Inc.		
Street Address:	110 Lake Avenue South, Ste. 42		
City:	Nesconset		
State/Country:	NEW YORK		
Postal Code:	11767		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0780711	CERAMIC GLAZE	
CORRESPONDENCE DATA			
Fax Number:	(801)531-9168		
Phone:	8015321922		
Email:	jrjackson@traskbritt.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Edgar R. Cataxinos		
Address Line 1:	230 S. 500 E., Ste. 300		
Address Line 4:	Salt Lake City, UTAH 84102		
ATTORNEY DOCKET NUMBER:	2722-003		
NAME OF SUBMITTER:	Edgar R. Cataxinos		
Signature:	/Edgar R. Cataxinos/		

CH \$40.00 0780711

Date:

02/03/2012

Total Attachments: 7

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TRADEMARK PURCHASE AND FINANCE AGREEMENT

This Trademark Purchase and Finance Agreement ("Purchase and Finance Agreement"), dated and effective 10/11 2011 (the "Effective Date"), is between, on the one hand, FRED WITTENSTEIN, an individual, having a correspondence address of 160 East 65th Street, New York, NY 10021 and ALFIEKINS LLC, a Delaware limited liability company having a correspondence address of co/ Gilbert and Calbrese LLC, 181 US Highway 206, Flanders, NJ 07836 (individually and collectively referred to herein as "Seller" or "Secured Party"), and PRIMA TECHNOLOGIES, INC., a Delaware corporation having offices at 110 Lake Avenue South, Suite 42 Nesconset, NY 11767 ("Buyer" or "Debtor").

WHEREAS, Seller is the owner of all right, title and interest in and to the CERAMIC GLAZE trademark for use in connection with goods and services and the corresponding U.S. Trademark Registration No. 0780711 as identified and described in Exhibit A attached hereto and incorporated by reference herein, together with the goodwill of the business connected thereto and symbolized thereby (collectively, the "Mark") from The New Project Group, Ltd. by virtue of a Trademark Assignment dated July 7, 2011.

WHEREAS, Buyer wants to purchase from Seller and Seller is willing to sell to Buyer, all of Seller's ownership in and to the Mark for a purchase price of Forty Seven Thousand Five Hundred Dollars (US \$47,500) payable over a four (4) year period (the "Obligations").

WHEREAS, as a condition to Seller's sale and assignment of the rights to the Mark, Buyer will grant Seller a lien and security interest in the entirety of the Mark, including, without limitation, all of Buyer's right, title, and interest in and to the Mark together with all goodwill of the business connected therewith and symbolized thereby and all related products and proceeds, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. REPRESENTATIONS AND WARRANTIES

Seller represents and warrants that it acquired ownership of the Mark from The New Projects Group Ltd. on July 7, 2011 through a Trademark Assignment dated July 7, 2011 and duly recorded with the US Patent and Trademark Office at Reel ####/Frame ####. Seller represents and warrants that to the best of its/his knowledge the prior owner's representations and warranties regarding use and non-abandonment of the mark are true, accurate and correct. Seller makes no other representations regarding the Mark.

Buyer represents and warrants that it is financially solvent and is capable of paying the Obligations over the four (4) year period as set forth herein.

2. PAYMENT

In exchange for the complete assignment of rights set forth below, Buyer agrees to pay Seller a purchase price of forty seven thousand five hundred dollars (US \$47,500) payable over a four (4) year period (the "Obligations") as follows:

- Five Thousand Dollars (\$5,000) upon Buyer's execution of this Purchase and Finance Agreement;
- Five Thousand Dollars (\$5,000) on or before the first (1st) calendar-year anniversary of the Effective Date of this Purchase and Finance Agreement
- Five Thousand Dollars (\$5,000) on or before the second (2nd) calendar-year anniversary of the Effective Date of this Purchase and Finance Agreement;
- Ten Thousand Dollars (\$10,000) on or before the third (3rd) calendar-year anniversary of the Effective Date of this Purchase and Finance Agreement; and
- Twenty-two Thousand Five Hundred Dollars (\$22,500) on or before fourth (4th) calendar-year anniversary of the Effective Date of this Purchase and Finance Agreement.

For example, if this Purchase and Finance Agreement is Effective July 1, 2011 then \$5,000 shall be due on July 1, 2011, \$5,000 shall be due on or before July 1, 2012, \$5,000 shall be due on or before July 1, 2013, \$10,000 shall be due on or before July 1, 2014, and \$22,500 shall be due on or before July 1, 2015.

Buyer shall make payments in the amounts set out above by check or bank draft naming Alfiekins LLC as the payee. The check or money order shall be sent by certified mail or FedEx, UPS or similar overnight carrier service to Mitchell Schlossman, 25 Sutton Place South, Apt. 12-J, New York, NY 10022. Upon deposit of said check or bank draft by Alfiekins, LLC, Buyer shall have no further liability to either of the individual Sellers, namely Alfiekins LLC or Mr. Wittenstein for that payment.

3. ASSIGNMENT

Seller hereby sells, conveys, transfers, assigns, delivers, and contributes to Buyer, Seller's entire right, title, and interest of whatever kind in and to the Mark, together with (1) the goodwill of the business connected with and symbolized thereto; (2) the right to renew any registrations included in the Mark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Marks, and any priority right that may arise from the Mark, the same to be held and enjoyed by Buyer as fully and entirely as said interest could have been held and enjoyed by Seller had this sale, assignment, transfer and conveyance not been made; (3) all income, royalties, and damages due or payable to Seller after the Effective Date with respect to the Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark; and (4) all rights to sue for past, present and future infringements or misappropriations of the Mark.

Seller authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registration set forth on Exhibit 1 to Buyer as assignee of Seller's entire right, title and interest therein. Seller further covenants that it will execute any and all documents, papers, forms and authorizations and take all other actions that may be necessary or requested by Buyer or its successors and assigns, for securing, completing, or vesting in Buyer full right, title, and interest in the Mark.

4. ASSIGNMENT BACK UPON DEFAULT

In the event that that Buyer fails to timely satisfy any one or more of the Obligations set forth above, at the sole option of Seller, all right, title and interest in and to Mark, including all good will associated therewith, and any further rights, remedies, incomes, and royalties related to the Mark, whether created before or after the Effective Date, shall revert and/or are hereby assigned to Seller. Seller and Buyer acknowledge and agree that this reversion and assignment back is not possible or effective unless and until (a) Buyer defaults on any one of its Obligations, and (b) Seller provides written notice thereof to Buyer along with Seller's decision to exercise the right of reversion and assignment back hereunder. If requested by Seller, Buyer agrees to execute any and all documents necessary or requested by Seller to effectuate the transfers hereunder. If Seller does exercise this right or reversion and assignment back, Buyer shall be relieved of any and all remaining and unpaid Obligations at such time.

5. SECURITY INTEREST

In addition to the Reversion Assignment set forth in the preceding paragraph, as security to Seller for Buyer's complete and full payment of the Obligations, Buyer hereby agrees to execute a Trademark Security Agreement (attached hereto as Exhibit 2) granting Seller (Secured Party) a lien and continuing security interest in all of the right, title, and interest in and to the Mark and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) the Mark, including each trademark registration and trademark application referred to in Exhibit 1 annexed hereto and/or filed at any time hereafter, together with the goodwill of the business connected therewith and symbolized thereby; and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by Buyer against third parties for past, present or future (a) infringement, dilution or breach of any trademark registration or trademark license for the Mark and any trademark registration issued subsequent to the Effective Date of this Agreement; or (b) injury to the goodwill associated with the Mark or a trademark registration for the Mark.

The parties agree that this Purchase and Financing Agreement and the accompanying Trademark Security Agreement shall be filed with the United States Patent and Trademark Office and shall also be recorded as a UCC lien in Suffolk County, New York where Buyer has its principal office. Buyer further covenants that it will execute any and all documents, papers, forms and authorizations and take all other actions that may be necessary or requested by Seller or its successors and assigns, for securing, completing, or vesting in Seller the above security interest in the Trademark Collateral.

6. OTHER PROVISIONS

A. NOTICES

- i. Any notice or other communication required or permitted under this Purchase and Financing Agreement will be in writing and either hand delivered or sent postage prepaid, registered mail / return receipt requested, overnight mail / proof of delivery requested or by facsimile provided the sender requests written confirmation from the addressee that such

communication has been received and is legible. Any notices shall be sent to the receiving Party at the following addresses:

Fred Wittenstein
160 East 65th Street
New York, NY 10021
Tel: (212) 249-6200
Fax: (212) 249-6200

Alfiekins LLC
co/ Gilbert and Calbrese LLC
181 US Highway 206
Flanders, NJ 07836
Tel: (917) 774-1471

Prima Technologies, Inc.
110 Lake Avenue South, Suite 42
Nesconset, NY 11767
Tel: (631) 366-0500
Fax: (631) 366-2410

ii. Each party hereto may give written notice to the other party of some other address to which notices shall be sent, in which event such notice to such party subsequently shall be sent to such address.

iii. Notices and other communication shall be deemed conclusively to have been served when actually received or refused by the addressee or upon notification of non-deliverability by the postal authorities or upon receipt by the sender of the written confirmation in the case of facsimile, as the case may be.

B. SEVERABILITY. If any provision of this Purchase and Financing Agreement or the application thereof to any person, Party or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law. The invalid provision will be replaced by a valid provision that comes closest to the economic purpose of this Agreement.

C. APPLICABLE LAW, JURISDICTION AND VENUE. This Purchase and Financing Agreement shall be governed by and interpreted under the laws of the State of New York without regard to its conflicts of law provisions. The Parties hereto irrevocably (a) submit to the exclusive personal jurisdiction of any state or federal court located in New York, NY in any suit, action, or other legal proceeding relating to this Purchase and Financing Agreement; (b) agree that all claims in respect of any such suit, action or other legal proceeding may be heard and determined in, and enforced in and by, any such court; (c) waive, to the fullest extent permitted by applicable law, any and all rights to trial by jury; and (d) waive any objection that they may now or hereafter have to venue in any such court or that such court is an inconvenient forum.

D. WAIVERS. Any waiver of any term or provision of this Purchase and Financing Agreement or of any particular breach shall be in writing and signed by the Party charged with such waiver, and such waiver shall be strictly limited to the terms of such writing. A waiver shall not operate as a waiver of any other term or breach. The failure of any Party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Purchase and Financing

Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

E. CONSTRUCTION. The headings used herein are for convenience only and shall not be deemed to define, limit or construe the contents of any provision of this Agreement. The wording of this Purchase and Financing Agreement will be deemed to be the wording chosen by the Parties hereto to express their mutual intent, and no rule of strict construction will be applied against any such party. This Purchase and Financing Agreement may be executed in separate counterparts, each of which is deemed to be an original, and all of which taken together constitute one and the same agreement.

F. SURVIVABILITY. The expiration or termination of this Purchase and Financing Agreement shall not affect those provisions hereof that are meant to survive such expiration or termination.

G. RIGHTS CUMULATIVE. The respective rights and remedies of the Parties hereto, whether herein specified or otherwise, shall be cumulative, and the exercise of one or more of them shall not preclude the exercise of any or all other rights and remedies each such Party has hereunder or by law.

H. ENTIRE AGREEMENT. This Purchase and Financing Agreement represents the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, whether written or oral, pertaining to the subject matter hereof. None of the terms of this Agreement can be waived or modified except by an express agreement in writing signed by the Parties hereto. There are no representations, promises, warranties, covenants or undertakings other than those contained in this Purchase and Financing Agreement and both Parties acknowledge that in entering into this Agreement, neither Party has relied upon any representations, warranties or promises, whether oral or written, not expressly contained herein. No custom or practice of the Parties hereto at variance with the terms hereof shall constitute a waiver of the Parties' rights to demand exact compliance with any of the terms herein at any time. The failure of either Party hereto to enforce, or the delay by either Party hereto in enforcing, any or all of its rights under this Agreement shall not be deemed as constituting a waiver or a modification thereof, and either Party hereto may, within the time provided by applicable law, commence appropriate proceedings to enforce any or all of such rights.

In the event of any conflict between the terms and provisions of this Purchase and Financing Agreement and those of the Trademark Security Agreement, the terms and provisions of this Purchase and Financing Agreement shall govern and control.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Purchase and Financing Agreement to be duly executed by their duly authorized officers as of the Effective Date written above.

<p>PRIMA TECHNOLOGIES, INC., BUYER</p> <p>By: <u><i>Stuart R. Williamson</i></u> Name: <u>Stuart R. Williamson</u> Title: <u>Pres.</u> Date: <u>10.01.11</u></p>	<p>State of New York) County of <u>Suffolk</u>))SS:</p> <p>On this, the <u>1st</u> day of <u>October</u>, 20<u>11</u>, before me a notary public, personally appeared <u>Stuart Williamson</u>, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, in his/her indicated capacity, and acknowledged that he executed the same for the purposes therein contained.</p> <p>JOY KRANZ Notary Public, State of New York No. 01KR6014178 Qualified in Suffolk County Commission Expires October 5, <u>2014</u></p> <p>In witness hereof, I hereunto set my hand and official seal.</p> <p><i>[Signature]</i></p>
<p>FRED WITTENSTEIN, SELLER</p> <p>By: <u><i>Fred Wittenstein</i></u> Name: <u>Fred Wittenstein</u> Date: <u>09/19/11</u></p>	<p>State of New York) County of <u>New York</u>))SS:</p> <p>On this, the <u>19</u> day of <u>September</u>, 20<u>11</u>, before me a notary public, personally appeared <u>Fred Wittenstein</u>, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, in his/her indicated capacity, and acknowledged that he executed the same for the purposes therein contained.</p> <p>NOJAHATOU MAREME SY GORSKI Notary Public - State of New York No. 01SY6230990 Qualified in Kings County My Commission Expires November 18, 2014</p> <p>In witness hereof, I hereunto set my hand and official seal.</p> <p><i>[Signature]</i></p>
<p>ALFIEKINS LLC, SELLER</p> <p>By: <u><i>Mitchell Schlossman</i></u> Name: <u>Mitchell Schlossman,</u> Title: <u>Managing Member</u> Date: _____</p>	<p>State of New York) County of <u>New York</u>))SS:</p> <p>On this, the <u>17</u> day of <u>Sept</u>, 20<u>11</u>, before me a notary public, personally appeared <u>Mitchell Schlossman</u>, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, in his indicated capacity, and acknowledged that he executed the same for the purposes therein contained.</p> <p>In witness hereof, I hereunto set my hand and official seal.</p>

GABRIEL R MORALES
Notary Public - State of New York
NO. 01MO6245819
Qualified in New York County
My Commission Expires Aug 8, 2015

[Signature]

EXHIBIT 1

U.S. Trademark Registration No. 0780711
Mark: CERAMIC GLAZE