

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317509

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POINTS OF LIGHT, INC.		04/23/2014	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Prime Resources Corp.		
Street Address:	1100 Boston Post Road		
City:	Bridgeport		
State/Country:	CONNECTICUT		
Postal Code:	06610		
Entity Type:	CORPORATION: CONNECTICUT		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3224088	GOOFY GROUP	
Registration Number:	3992062	POINTS OF LIGHT	
CORRESPONDENCE DATA			
Fax Number:	8668643947		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	973-401-7159		
Email:	tm@myerswol.in.com		
Correspondent Name:	Harris A Wolin		
Address Line 1:	Myers Wolin, LLC		
Address Line 2:	100 Headquarters Plaza		
Address Line 4:	Morristown, NEW JERSEY 07960		
ATTORNEY DOCKET NUMBER:	PRME 5320		
NAME OF SUBMITTER:	Harris A. Wolin		
SIGNATURE:	/Harris A. Wolin/		
DATE SIGNED:	09/19/2014		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

WHEREAS, POINTS OF LIGHT, INC., (hereinafter "Assignor"), a New Jersey corporation, having a business address of 25 Pier Lane West, Fairfield, New Jersey 07004, owned certain right, title and interest in and to and under the registered and unregistered trademarks and trademark applications set forth on Exhibit A attached hereto together with the goodwill associated therewith;

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of April 11, 2014 ("Asset Purchase Agreement") between Assignor and Prime Resources Corp. (hereinafter "Assignee"), a corporation organized under the laws of Connecticut, having a business address of 1100 Boston Post Road, Bridgeport, Connecticut 06610, Assignor has sold, assigned and transferred to Assignee all of its right, title and interest in and to and under the Trademarks and the goodwill associated therewith;

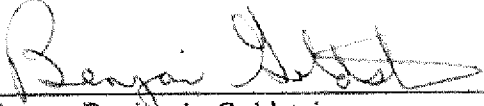
WHEREAS, Assignor is executing this Trademark Assignment as of the date set forth below (the "Effective Date") to confirm and acknowledge for recording purposes that it has assigned and transferred all of its right, title and interest in and to and under the Trademarks and the goodwill associated therewith to Assignee pursuant to the Asset Purchase Agreement;

NOW THEREFORE, Assignor hereby acknowledges and confirms that, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor has sold, assigned and transferred to Assignee, its successors and assigns, its entire right, title and interest in and to and under the Trademarks, including all common law rights, trademark applications, registrations, and renewals, and including the right to sue for past, present and future infringement, and the right to all proceeds related to such infringement actions, together with the goodwill symbolized by the Trademarks.

Assignor further covenants with Assignee to use its reasonable best efforts to execute or have executed when requested such additional assignments, instruments and documents as may reasonably be necessary to effectuate this Assignment and to enable the Assignee to record the Assignment in the territories concerned, including recordation of assignment of trademark suitable for filing with the appropriate trademark offices and agencies. To the extent required under applicable law or otherwise necessary, Assignor herewith authorizes Assignee to apply for the recordal of the assignment of the Trademarks and to request the trademark offices in the territories concerned to issue to the Assignee any and all documents covering the Trademarks.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as of the date indicated below.

POINTS OF LIGHT, INC.


By: 
Name: Benjamin Goldstein
Title: President

Date: 04/23, 2014

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK
COUNTY OF NASSAU

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 23rd day of APRIL, 2014, BENJAMIN GOLDSTEIN personally appeared and who being by me duly sworn, deposes and says that he/she is the PRESIDENT of POINTS OF LIGHT, INC. and that he/she is authorized to sign and has signed the foregoing instrument as such PRESIDENT and that he/she acknowledges such signing to be the free act and deed of POINTS OF LIGHT, INC.



Notary Public

My Commission Expires
TERENCE E. MOLEV
Notary Public, State Of New York
No. 02SM0088425
Qualified In Nassau County
Term Expires Feb. 28, 20 15

DECLARATION OF ACCEPTANCE

The above named Assignee, PRIME RESOURCES CORP., hereby declares that with effect from the 1 day of May, 2014, it accepts the Trademarks, including all goodwill of the business symbolized by such Trademarks including all rights to recover past, present and future damages for infringement, assigned to it by Assignor, POINTS OF LIGHT, INC., pursuant to the foregoing Trademark Assignment.

PRIME RESOURCES CORP.

By: [Signature]
Name: Jeff Lederer
Title: President

Date: May 1, 2014

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CONNECTICUT
COUNTY OF FALLS CHURCH

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 1 day of May, 2014, Jeff Lederer personally appeared and who being by me duly sworn, deposes and says that he is the President of PRIME RESOURCES CORP., and that he/she is authorized to sign and has signed the foregoing instrument as such _____ and that he/she acknowledges such signing to be the free act and deed of PRIME RESOURCES CORP.

[Signature]
JERRY RUSSO
Notary Public
12/31/17
My Commission Expires

WITNESS OF EXECUTION BY ASSIGNEE

Witness #1 Signature: <u>[Signature]</u> Name: <u>Jill Ann Egoz</u> Address: <u>1100 Boston Ave Bridgeport</u>	Witness #2 Signature: <u>[Signature]</u> Name: <u>Larry Morris</u> Address: _____
<p align="center">NOTARIZATION OF WITNESS</p> STATE OF <u>Connecticut</u> COUNTY OF <u>FAIRFIELD</u> Before me, the undersigned, a Notary Public in and for the county aforesaid, on this <u>1</u> day of <u>May</u> , 2014, <u>Jeff Laverso</u> personally appeared and who being by me duly sworn, deposes and says that he has witnessed the execution of this Assignment by the <u>President</u> of PRIME RESOURCES CORP. and that he/she acknowledges such signing to be his/her free act and deed. <u>Jeff Russo</u> Notary Public My Commission Expires: <u>12/31/17</u> (seal)	<p align="center">NOTARIZATION OF WITNESS</p> STATE OF _____ COUNTY OF <u>FAIRFIELD</u> Before me, the undersigned, a Notary Public in and for the county aforesaid, on this <u>1</u> day of <u>May</u> , 2014, <u>Jeff Laverso</u> personally appeared and who being by me duly sworn, deposes and says that he has witnessed the execution of this Assignment by the <u>President</u> of PRIME RESOURCES CORP. and that he/she acknowledges such signing to be his/her free act and deed. <u>Jeff Russo</u> Notary Public My Commission Expires: <u>12/31/17</u> (seal)

EXHIBIT A

TRADEMARKS:

Mark	Registration Number	Filing Date	Registration Date
Goofy Group	3224088	August 10, 2005	April 3, 2007
Points of Light	3992062	May 3, 2010	July 12, 2011