

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372370

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gemini Manufacturing, LLC		01/26/2016	LIMITED LIABILITY COMPANY: NEW YORK
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: 1			
Property Type	Number	Word Mark	
Registration Number:	4123055	GAME TIME	
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:	973-401-7157		
Email:	tm@myerswolin.com		
Correspondent Name:	Harris A. Wolin		
Address Line 1:	Myers Wolin, LLC		
Address Line 2:	100 Headquarters Plaza		
Address Line 4:	Morristown, NEW JERSEY 07960-6834		
ATTORNEY DOCKET NUMBER:	PRME 6149		
NAME OF SUBMITTER:	Harris A. Wolin		
SIGNATURE:	/Harris A. Wolin/		
DATE SIGNED:	02/08/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

GEMINI MANUFACTURING, LLC, (hereinafter "Assignor"), a New York limited liability company, having a business address of 346 Rte 6 #869, Mahopac, NY 10541, 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 January ____, 2016, ("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;

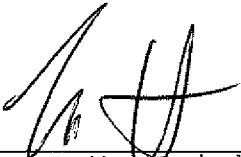
NOW THEREFORE, Assignor hereby acknowledges and confirms that, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor has sold, assigned and transferred to Assignee, its successors and assigns, its entire right, title and interest in and to and under the Trademarks, including 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.

GEMINI MANUFACTURING, LLC

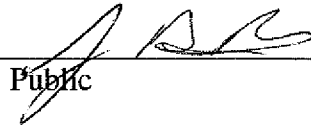
By: 
Name: Michael Henry
Title: Member

Date: 1/26, 2016

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 26th day of JAN, 2016, MICHAEL HONIG personally appeared and who being by me duly sworn, deposes and says that he/she is the MEMBER of GEMINI MANUFACTURING, LLC, and that he/she is authorized to sign and has signed the foregoing instrument as such MEMBER and that he/she acknowledges such signing to be the free act and deed of GEMINI MANUFACTURING, LLC.



Notary Public

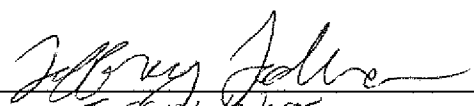
JERRY D. RUSSO

My Commission Expires 12-31-17

DECLARATION OF ACCEPTANCE

The above named Assignee, PRIME RESOURCES CORP., hereby declares that with effect from the 25th day of January, 2016, 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, GEMINI MANUFACTURING, LLC, pursuant to the foregoing Trademark Assignment.

PRIME RESOURCES CORP.

By: 
Name: Jeffrey Lederer
Title: CEO

Date: 1-25, 2016

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CONNECTICUT
COUNTY OF FARFIELD

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 25th day of JAN, 2016, JEFF LEDERER personally appeared and who being by me duly sworn, deposes and says that he is the CEO of PRIME RESOURCES CORP., and that he/she is authorized to sign and has signed the foregoing instrument as such CEO and that he/she acknowledges such signing to be the free act and deed of PRIME RESOURCES CORP.

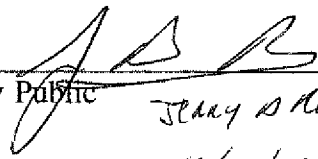

Notary Public JEFFREY A. HASS
12/31/17
My Commission Expires

EXHIBIT A

TRADEMARKS:

Mark	Registration Number	Filing Date	Registration Date	Date First used in Commerce
GAME TIME	4,123,055	04/18/2011	04/03/2012	06/07/2011
Hydropouch	Unregistered			
EcoShapes	Unregistered			
NicheBottle	Unregistered			
Emissary	Unregistered			
RallyTotes	Unregistered			