OP \$40.00 4123055

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

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.

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

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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 Honi

Title: Nombo

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CERTIFICATE OF ACKNOWLEDGMENT

STATE OF <u>CONVECTION T</u> COUNTY OF <u>FAIRFIELD</u>	
of Jaw, 2016, Michael Hould duly sworn, deposes and says that he/she is the	of GEMINI s authorized to sign and has signed the foregoing and that he/she acknowledges such
	12
	Notary Public
	My Commission Expires 12-71-12

DECLARATION OF ACCEPTANCE

The above named Assignee, PRIME RESOURCES CORP., hereby declares that with effect from the 25° day of joint, 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.

My Commission Expires

Notary Pablic Jerry & Mass

PRIME RESOURCES CORP.

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			WATER Made and transcription of the second o
NicheBottle	Unregistered			
Emissary	Unregistered			AMPAN AND AND AND AND AND AND AND AND AND A
RallyTotes	Unregistered			

RECORDED: 02/08/2016

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