

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Circa Corporation of America		03/31/2008	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Maxwell Footwear of California, Inc.		
<b>Street Address:</b>	23455 Cloverdale Court		
<b>City:</b>	Newhall		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91321		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1202134	CIRCA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)318-6847		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-318-6037		
<b>Email:</b>	rls@paulhastings.com		
<b>Correspondent Name:</b>	Robert L. Sherman		
<b>Address Line 1:</b>	75 East 55th Street		
<b>Address Line 2:</b>	Paul, Hastings, Janofsky & Walker LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	35279.00014 - CIRCA ASSIG		
<b>NAME OF SUBMITTER:</b>	Robert L. Sherman		
<b>Signature:</b>	/rls/		
<b>Date:</b>	09/26/2008		

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Total Attachments: 2

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## TRADEMARK ASSIGNMENT

This ASSIGNMENT is effective as of March 31, 2008, between Circa Corporation of America ("Circa"), a California corporation having its principal place of business at 1330 Fitzgerald Avenue, San Francisco, California 94124 and Maxwell Footwear of California, Inc. ("Maxwell"), a Delaware corporation having its principal place of business at 23455 Cloverdale Court, Newhall, California 91321.

WHEREAS, Circa represents that (i) it is the owner of all rights, title and interest in and to U.S. Registration No. 1,202,134 for the mark CIRCA (the "Mark") in stylized form for "belts" (the "Registration"); (ii) its title in and to the Registration is free of any and all encumbrances, liens or other adverse claims, (iii) said Registration has not been the subject of any license from or to any third party, and (iv) it has the authority and right to make this assignment, and that the making of this assignment will not violate or interfere with the rights of any third party, including contract rights.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Circa hereby assigns absolutely to Maxwell and its successors and assigns all of its right, title and interest in and to the Registration, together with the goodwill of the business associated with, corresponding to, symbolized by and embodied in said Registration, and all common law rights in the Mark, as well as the right to commence an action for past or future infringement.


Circa undertakes that:

- (a) It will perform all acts and execute all documents necessary or desired by Maxwell for further assuring the right, title and interest to the Registration in Maxwell, including the corresponding goodwill,

and will cooperate with Maxwell to record this Assignment with the United States Patent and Trademark Office, if necessary;

- (b) It will not commit any act, matter or thing that may directly or indirectly challenge, prejudice or invalidate the Registration or its use by Maxwell, its successors and assigns, or this assignment to Maxwell.

CIRCA CORPORATION OF  
AMERICA

  
By: *Mark Stajner*  
Title: *Chairman*