

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Circa Inc.		09/24/2010	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	NewAlliance Bank
Street Address:	609 Canton Street
Internal Address:	Suite 214
City:	Westwood
State/Country:	MASSACHUSETTS
Postal Code:	02090
Entity Type:	chartered bank: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	77328880	CIRCA
Serial Number:	76675680	WE'LL TAKE IT FROM HERE
Serial Number:	76157872	SELLJEWELRY
Serial Number:	76673423	
Serial Number:	76380192	

CORRESPONDENCE DATA

Fax Number: (617)279-8433
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617.310.5276
 Email: tuttlet@gtlaw.com
 Correspondent Name: Traci Jaye Tuttle
 Address Line 1: One International Place
 Address Line 2: Greenberg Traurig, 20th Floor
 Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	124605.010400
NAME OF SUBMITTER:	Traci Jaye Tuttle
Signature:	Traci Jaye Tuttle /s/
Date:	09/27/2010
Total Attachments: 6 source=CIRCA trademark security agreement#page1.tif source=CIRCA trademark security agreement#page2.tif source=CIRCA trademark security agreement#page3.tif source=CIRCA trademark security agreement#page4.tif source=CIRCA trademark security agreement#page5.tif source=CIRCA trademark security agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark and Security Agreement, (this "Agreement"), dated as of September 24, 2010, is made by and between CIRCA INC., a New York corporation, with a business location at 415 Madison Ave. New York, New York 10017 (the "Debtor"), and NewAlliance Bank (the "Secured Party"), acting through its NewAlliance Commercial Finance operating division, and having a business location at 609 Canton Street, Suite 214, Westwood, Massachusetts 02090.

Recitals

The Debtor and the Secured Party are parties to that certain Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms not defined in this Agreement shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest") to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties, Covenants and Agreements. The Debtor represents, warrants and agrees as follows:

(a) **Trademarks.** Exhibit A accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit A (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party and if requested by the Secured Party will provide a replacement Exhibit A, which upon written acceptance by the Secured Party shall become part of this Agreement.

(b) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a trademark security agreement substantially in the form of this Agreement.

(c) **Title.** The Debtor has absolute title to each Trademark listed on Exhibits A, free and clear of all Liens except Permitted Liens.

(d) **No Sale.** Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without the Secured Party's prior written consent.

(e) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(f) **Maintenance.** The Debtor will at its own expense maintain the Trademarks to the extent commercially reasonable and advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least thirty (30) days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Trademarks (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or

other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

4. Debtor's Use of the Trademarks. So long as no Event of Default has occurred and is continuing, the Debtor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into.

5. Miscellaneous.

(a) This Agreement can be waived, modified, amended, terminated or discharged only explicitly in a writing signed by the Secured Party and the Debtor. The Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given.

(b) Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

(c) All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement.

(d) The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of the Trademarks in any particular order of application.

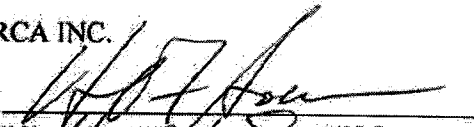
(e) This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof.

(f) This Agreement shall be governed by the internal law of Commonwealth of Massachusetts without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

(g) THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

CIRCA INC.

By 
Name: *Howard Summer*
Title: *President*

NEWALLIANCE BANK, acting through its
NewAlliance Commercial Finance operating
division

By _____
Name:
Title:

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

CIRCA INC.

By _____
Name:
Title:

NEWALLIANCE BANK, acting through its
NewAlliance Commercial Finance operating
division

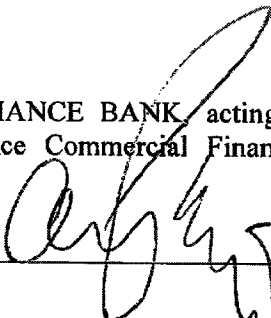
By  _____
Name: ALLAN MARZEN
Title: FIRST U.P.

EXHIBIT A
UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

<u>Trademark</u>	<u>Serial/Reg. No.</u>
CIRCA	77328880
WE'LL TAKE IT FROM HERE	76675680
SELL JEWELRY	76157872
Concentric circle logo	76673423
Check mark	76380192