

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Portero, Inc.		03/15/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CIRCA, Inc.		
Street Address:	415 MADISON AVE., 19TH FLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3319606	PORTERO	
CORRESPONDENCE DATA			
Fax Number:	4049626596		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4048853678		
Email:	trademarks@troutmansanders.com		
Correspondent Name:	Sofia Jeong		
Address Line 1:	600 Peachtree St. NE, Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	040278.24		
NAME OF SUBMITTER:	Sofia Jeong		
Signature:	/SJ/		
Date:	03/21/2013		

OP \$40.00 3319606

Total Attachments: 5

source=CIRCA#page1.tif

source=CIRCA#page2.tif

source=CIRCA#page3.tif

source=CIRCA#page4.tif

source=CIRCA#page5.tif

TRADEMARK AND PATENT ASSIGNMENT AGREEMENT

This Trademark and Patent Assignment Agreement (the "Assignment") is dated as of March 15, 2013, by and between Portero, Inc., a Delaware corporation (the "Assignor"), and CIRCA Inc., a New York corporation ("Assignee"). Capitalized terms appearing in this Assignment, but not otherwise defined, shall have the meanings given to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of March 15, 2013 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, convey, transfer and assign to Assignee (i) the United States patent applications which are set forth on Schedule A attached hereto and incorporated herein by this reference, together with any corresponding patent applications filed anywhere in the world which claim priority from the U.S. applications listed on Schedule A or from which the applications listed on Schedule A claim priority, and any patents, reissues, renewals, inventor's certificates, industrial design registrations or reexaminations issuing or resulting from any of the foregoing (collectively "Patents"); and (ii) the US trademark registrations listed in Schedule B attached hereto and incorporated herein by this reference, and any corresponding registrations or pending applications filed anywhere in the world, and all common law or other rights arising from Assignor's use of any other word, phrase, symbol, logo, design, brand or similar identifier in commerce to identify Assignor's products or services (collectively "Trademarks");

WHEREAS, Assignor is the owner of all right, title and interest in and to the Patents and Trademarks set forth on Schedule A and Schedule B, free and clear of all Liens; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Patents and Trademarks.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all of its right, title and interest in and to the Patents and Trademarks, free and clear of all Liens, together with all of Assignor's right, title and interest in and to the goodwill of the business associated with and symbolized by such Patents and Trademarks, and any rights of Assignor to sue, to recover for damages and profits, and to pursue other remedies for any past or future infringement of the Patents and Trademarks in the United States or any foreign jurisdiction.
2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further instruments of conveyance, transfer, assignment and other documents, to take any and all further actions, deemed necessary by Assignee to vest in Assignee all right, title and interest in and to the registered Patents and Trademarks, to give full effect to this Assignment, and to enable such right, title and interest to be recorded in the United States

Patent and Trademark Office and any other appropriate governmental authority or agency of the United States or any other country.

3. Successors and Assigns. This Assignment is binding on Assignor and its respective successors and assigns, and inures to the benefit of Assignee and its successors and assigns.

4. Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this Assignment shall be governed by and construed in accordance with the laws governing the Purchase Agreement in the manner set forth in the Purchase Agreement.

5. Further Assurances. Each of Assignor and Assignee agree to do such further acts and to execute and deliver any further agreements, instruments or documents as may be necessary or appropriate to carry out the purposes of this Assignment.

6. Conflicts. To the extent of any inconsistency between this Assignment and the Purchase Agreement, the Purchase Agreement shall prevail.

7. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Assignment. The execution of this Assignment by any of the parties may be evidenced by way of a facsimile transmission of such party's signature, or a photocopy of such facsimile transmission, and such facsimile signature shall be deemed to constitute the original signature of such party hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound hereby, Assignor has caused its duly authorized representative to execute this Assignment as of the date first above written.

PORTERO, INC.

By: *Leslie Frecon*
Leslie Frecon
Board Chair

[Signature Page to Trademark and Patent Assignment Agreement]

SCHEDULE A

PATENTS

None.

SCHEDULE B
TRADEMARKS

1. Registered Trademarks:

PORTERO U.S. Registration No. 3,319,606

2. Unregistered Trademarks:

PORTERO LUXURY