

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maesa LLC		05/01/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Circa LLC		
Street Address:	40 Worth Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86306628	CIRCA	
Serial Number:	86457780	CIRCA BEAUTY	
Serial Number:	86329627	YOUR BEAUTY YOUR ARTISTRY	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	805-275-1861		
Email:	sandy@sandylipkin.com		
Correspondent Name:	Law Offices of Sandy Lipkin		
Address Line 1:	P.O. Box 3518		
Address Line 4:	Ventura, CALIFORNIA 93006		
ATTORNEY DOCKET NUMBER:	692-079-080-083		
NAME OF SUBMITTER:	Sandy Lipkin		
SIGNATURE:	/Sandy Lipkin/		
DATE SIGNED:	05/19/2015		
Total Attachments: 4	source=AssignmentExecuted#page1.tif		

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of May 1, 2015, is by and between Maesa LLC., a California limited liability company with its offices located at 10940 Wilshire Blvd. Ste. 2300, Beverly Hills, California 90024 ("Assignor"), and Circa LLC, a Delaware limited liability company with its principal place of business at 40 Worth Street, New York, NY 10013 ("Assignee").

WHEREAS, Assignor is the registered owner of the trademark applications set forth on Schedule A attached hereto (hereinafter the "Marks") and the goodwill of the business symbolized thereby, and;

WHEREAS, in accordance with the Limited Liability Company Agreement of Circa LLC, entered into on November 17, 2014 (the "Agreement"), Assignor has agreed to transfer to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized thereby.

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

1. Assignment. Assignor hereby assigns and transfers to Assignee its entire right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks and all (i) income, royalties, claims for damages, profits, costs, damages, and payments due or payable at the effective date or thereafter (including damages and payments for any past, current, or future infringements, misappropriations, or dilutions of such Marks), (ii) rights to sue, recover and collect for any past, present, or future infringements, misappropriations, or dilutions of such Marks, and (iii) corresponding rights that, now or hereafter, may be secured throughout the world with respect to such Marks. Assignor will do all things necessary, proper or advisable to reasonably assist Assignee in transferring such Marks. This Assignment shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. Assignee is the successor-in-interest to the ongoing business of Assignor, or that portion of the business to which the Marks pertain.

2. Filing with the USPTO. The parties intend that this assignment is for recordation purposes only, and the Assignor agrees that the Assignee may record this Assignment with the United States Patent and Trademark Office.

3. Definitions. Unless otherwise defined herein, terms capitalized and used herein will be defined as they are defined in the Agreement.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the internal Laws (as opposed to the conflicts of law provisions) of the State of Delaware. By the execution and delivery of this Assignment, Assignor and Assignee submit to the personal jurisdiction of any federal or state court in the State of Delaware in any suit or proceeding arising out of or relating to this Assignment.

5. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.


6. Entire Agreement; Amendments. This Assignment contains the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersedes all other prior representations, warranties, agreements, understandings or letters of intent between the parties which representations, warranties, agreements, understandings, or letters of intent shall be of no force or effect for any purpose, and shall be interpreted without reference to any prior drafts hereof. This Assignment shall not be amended, modified, or supplemented except by a written instrument signed by an authorized representative of each of the parties hereto.

{Remainder of Page Intentionally Left Blank -- Signature Page Follows}

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed on the day and year first above written.

ASSIGNOR:

MAESA LLC

By: 

Name: Gregory Mager

Title: CEO

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed on the day and year first above written.

ASSIGNEE:

CIRCA LLC

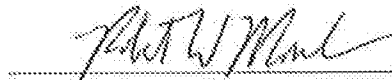


By: Maesa LLC, Member

Name: Gregory Mager

Title: CEO

-and-



By: Well Ventures, LLC, Member

Name: Robert W. Monahan

Title: Director

[Signature Page to Trademark Assignment]

SCHEDULE A

Marks

Trademark Applications:

Application	Serial Number	Filing Date
CIRCA	86/306628	June 11, 2014
CIRCA BEAUTY	86/457780	November 18, 2014
YOUR BEAUTY YOUR ARTISTRY	86/329627	July 7, 2014