

05/16/2019



05/16/19

103680478

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

THEODORE MANN (DECEASED)
REPRESENTED BY HIS ONLY TWO ADULT CHILDREN
JONATHAN & ANDREW MANN

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) APRIL 13, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JONATHAN MANN

Street Address: 258 BEDFORD-BANKSVILLE RD.

City: BEDFORD

State: NEW YORK

Country: UNITED STATES Zip: 10506

Individual(s) Citizenship AMERICAN (USA)

Association Citizenship _____

Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) _____ Text _____

B. Trademark Registration No. (s) _____

278 7795

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

CIRCLE IN THE SQUARE

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: JONATHAN MANN

Internal Address: _____

Street Address: 258 BEDFORD-BANKSVILLE RD.

City: BEDFORD

State: NEW YORK Zip: 10506

Phone Number: (914) 772-0472

Docket Number: _____

Email Address: OVOC23@gm2it.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40-

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

JONATHAN MANN Signature

5/9/19 Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 1

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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REPRESENTED BY HIS ONLY TWO (ADULT) CHILDREN
JONATHAN + ANDREW MANN*

- Individual(s) Association
- Partnership Limited Partnership
- Corporation- State: _____
- Other _____

Citizenship (see guidelines) AMERICAN (USA)

Additional names of conveying parties attached? Yes No

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Execution Date(s) APRIL 13, 2019

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ANDREW MANN
Street Address: 606 W. 113TH STREET #6B
City: NEW YORK
State: NEW YORK

Country: UNITED STATES Zip: 10025

- Individual(s) Citizenship AMERICAN (USA)
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
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278 7795

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40-

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8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: X

[Handwritten Signature]

Signature

X 5/11/19

Date

ANDREW MANN

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

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RESENDING ON
May 14, 2019
April 16, 2019

Dear USPTO Staff,

Please process the transfer of the 50% ownership of the trademark "Circle in the Square" that has until now been held under the name of our father, Theodore Mann, who is deceased, to Jonathan Mann and Andrew Mann, his only two children (adults, age 57 and 59 respectively) who are also Theodore Mann's sole heirs *beneficiaries*.

Enclosed please find documents:

- 1) showing our father's 50% ownership of the trademark;
- 2) showing our father's signature on his will; and
- 3) showing acknowledgement that Jonathan Mann and Andrew Mann are Theodore Mann Estate's sole heirs *beneficiaries* as signed by our father's estate executor Paul Libin.

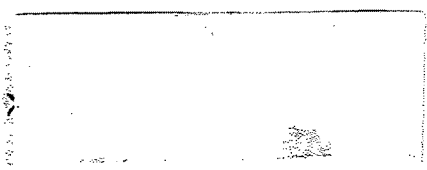
I am also enclosing the fully executed USPTO transfer form and a money order for ~~\$1~~ *\$40* as directed to execute the transfer.

If you have any questions or require further information, please call me or email ovoc23@gmail.com

Sincerely,

[Signature]
Jonathan Mann
(914) 772-0472

[Signature]



REGISTRATION: 278 ~~77~~ 95
ORIG. REGISTRATION DATE: 12/2/2003



04/19/2019

U.S. Patent & TMO/TM Mail Root Ct. #22

ACCEPTANCE OF TRUSTEE

WHEREAS, the THEODORE MANN REVOCABLE TRUST AGREEMENT OF 2006 was established by an agreement entered into on December 15, 2006 by and between THEODORE MANN, as Grantor, and THEODORE MANN, as Trustee;

WHEREAS, THEODORE MANN, as Grantor of said trust, exercised his retained right to modify or alter said trust and most recently executed a FIRST COMPLETE AMENDMENT TO THE THEODORE MANN REVOCABLE TRUST OF 2006 on April 27, 2010 (the "Amended Trust");

WHEREAS, THEODORE MANN, the sole Trustee of the Amended Trust, died on February 24, 2012;


WHEREAS, Article TWENTIETH (d) of the Amended Trust provides that the child of the Grantor for whose benefit a trust was created under Article THIRD shall serve as trustee of such child's trust;

WHEREAS, Article TWELFTH of the Amended Trust provides that any successor Trustee or Trustees shall qualify by executing an instrument in writing, duly acknowledged, by which he, she, it or they expressly agree to assume any trust created thereunder and to carry out the provisions thereof;

WHEREAS, a trust is created pursuant to Article THIRD of the Amended Trust for the benefit of the Grantor's child, JONATHAN MANN, of which JONATHAN MANN is designated as Trustee, and JONATHAN MANN wishes to accept his appointment as Trustee of the trust created for his benefit under Article THIRD of the Amended Trust;

NOW, THEREFORE, JONATHAN MANN consents to accept his appointment as the Trustee of the trust created for his benefit pursuant to Article THIRD of the COMPLETE AMENDMENT OF THE THEODORE MANN REVOCABLE TRUST OF 2006, dated April 27, 2010, and expressly agrees to assume such trust and to carry out the provisions thereof.

② 3/2/12
DATED



JONATHAN MANN

ACCEPTANCE OF TRUSTEE

WHEREAS, the THEODORE MANN REVOCABLE TRUST AGREEMENT OF 2006 was established by an agreement entered into on December 15, 2006 by and between THEODORE MANN, as Grantor, and THEODORE MANN, as Trustee;

WHEREAS, THEODORE MANN, as Grantor of said trust, exercised his retained right to modify or alter said trust and most recently executed a FIRST COMPLETE AMENDMENT TO THE THEODORE MANN REVOCABLE TRUST OF 2006 on April 27, 2010 (the "Amended Trust");

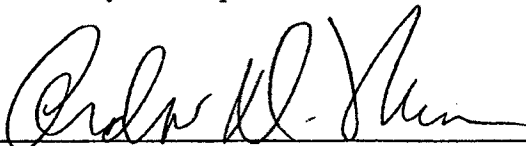
WHEREAS, THEODORE MANN, the sole Trustee of the Amended Trust, died on February 24, 2012;

WHEREAS, Article TWENTIETH (d) of the Amended Trust provides that the child of the Grantor for whose benefit a trust was created under Article THIRD shall serve as trustee of such child's trust;

WHEREAS, Article TWELFTH of the Amended Trust provides that any successor Trustee or Trustees shall qualify by executing an instrument in writing, duly acknowledged, by which he, she, it or they expressly agree to assume any trust created thereunder and to carry out the provisions thereof;

WHEREAS, a trust is created pursuant to Article THIRD of the Amended Trust for the benefit of the Grantor's child, ANDREW MANN, of which ANDREW MANN is designated as Trustee, and ANDREW MANN wishes to accept his appointment as Trustee of the trust created for his benefit under Article THIRD of the Amended Trust;

NOW, THEREFORE, ANDREW MANN consents to accept his appointment as the Trustee of the trust created for his benefit pursuant to Article THIRD of the COMPLETE AMENDMENT OF THE THEODORE MANN REVOCABLE TRUST OF 2006, dated April 27, 2010, and expressly agrees to assume such trust and to carry out the provisions thereof.



ANDREW MANN

dated: 3/2/2012

FROM ESTATE
SETTLEMENT
AGREEMENT

EXECUTED BY PAUL LIBIN WITH
JONATHAN + ANDREW MANN

provisions of Subarticle (a) of Article Second which such dollar amount of property is to be held in trust for a child of the Decedent pursuant to Article THIRD of the Revocable Trust; and

WHEREAS, pursuant to the generation skipping tax allocation made by the Executor on Schedule R of the Decedent's Federal Estate Tax Return Form 706 the Decedent's entire residuary estate is to be distributed in equal shares for each child of the Decedent and to be held in separate trusts for each child pursuant to the terms of Article THIRD of the Revocable Trust; and

WHEREAS, the provisions of Subarticle (d) of Article TWENTIETH of the Revocable Trust provides that each child of the Decedent for whose benefit a trust was to be created under Article THIRD of the Revocable Trust is to serve as trustee of such child's trust; and

WHEREAS, on March 2, 2012, Jonathan Mann executed a document accepting his appointment as Trustee of the Jonathan Mann Trust under Article Third of the Revocable Trust (hereinafter sometimes referred to as the "Jonathan Mann Trust") and on March 2, 2012 Andrew Mann executed a document accepting his appointment as Trustee of the Andrew Mann Trust under Article Third of the Revocable Trust (hereinafter sometimes referred to as the "Andrew Mann Trust"). A copy of each Trust acceptance document is annexed hereto as Exhibit D). The said Jonathan Mann is hereinafter sometimes referred to as the "Trustee of the Jonathan Mann Trust" and the said Andrew Mann is hereinafter sometimes referred to as the "Trustee of the Andrew Mann Trust"; and

WHEREAS, Andrew Mann and Jonathan Mann are the surviving children of the

Decedent and there are no predeceased children of the Decedent nor any issue of predeceased children; and

WHEREAS, the Jonathan Mann Trust provides that for the lifetime of Jonathan Mann, the Trustee of the Jonathan Mann Trust has the discretion to distribute so much of the income and principal of the Jonathan Mann Trust to or for the benefit of Jonathan Mann as the Trustee of the Jonathan Mann Trust deems advisable to provide for his health, maintenance and support and the Andrew Mann Trust provides that for the lifetime of Andrew Mann the Trustee of the Andrew Mann Trust has the discretion to distribute so much of the income and principal of the Andrew Mann Trust to or for the benefit of Andrew Mann as the Trustee of the Andrew Mann Trust deems advisable to provide for his health, maintenance and support. The said Andrew Mann and Jonathan Mann are hereinafter sometimes individually referred to as the "Beneficiary" and collectively referred to as the "Beneficiaries"; and

WHEREAS, the Executor, the Trustee of the Lifetime Fund, the Trustee of the Jonathan Mann Trust, the Trustee of the Andrew Mann Trust and the Beneficiaries have expressed their preference to waive a formal accounting and that settlement and distribution be effected by agreement as herein provided in order to minimize delays and other inconveniences of judicial proceedings; and the Executor and the Trustee of the Lifetime Trust are willing to consummate such settlement by means of, and in accordance with, this Settlement Agreement and Release.

IT IS THEREFORE AGREED AS FOLLOWS:

1. Approval of Administration. The Executor and the Trustee of the Lifetime Fund have made available to the Trustee of the Jonathan Mann Trust, the Trustee of the Andrew Mann Trust and the Beneficiaries all of the books and records of the Estate and the Lifetime Fund for

terms and conditions under which the Trustee is to hold, manage, and distribute the trust estate. The Grantor approves this instrument in all particulars.

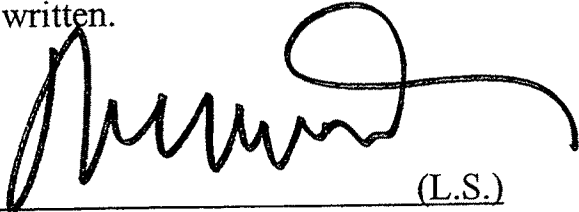
IN WITNESS WHEREOF, the Grantor and Trustee have hereunto set their hands and seals the day and year first above written.



GENE R. KORFF



Eric P. Vitale



(L.S.)
THEODORE MANN, Grantor
and Trustee

May 7, 2014

Mr. Jonathan Mann
Circle in the Square
1633 Broadway
New York, NY 10019

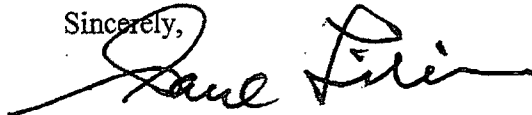
Mr. Andrew Mann
Circle in the Square
1633 Broadway
New York, NY 10019

Re: Estate of Ted Mann- Settlement Agreement and Release

Dear Jon and Andrew:

As a supplement to the Settlement Agreement and Release, please know that the amounts being held in reserve pursuant to the Settlement Agreement and Release will be distributed to your trusts no later than December 31, 2015 unless the Estate has received a claim against the Estate between now and then. Kindest regards.

Sincerely,

A handwritten signature in black ink that reads "Paul Libin". The signature is fluid and cursive, with a large initial "P" and "L".

PAUL LIBIN

Executor of the Estate of Theodore Mann

STATUS

DOCUMENTS

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Mark: CIRCLE IN THE SQUARE

No Image exists for this case.

US Serial Number: 75686265

Application Filing Date: Apr. 16, 1999

US Registration Number: 2787795

Registration Date: Dec. 02, 2003

Register: Principal

Mark Type: Service Mark

TM5 Common Status

Descriptor:



LIVE/REGISTRATION/Issued and Active

The trademark application has been registered with

Status: The registration has been renewed.

Status Date: Dec. 11, 2013

Publication Date: Jan. 11, 2000

Mark Information

Goods and Services

Basis Information (Case Level)

Current Owner(s) Information

Owner Name: Mann, Theodore

Owner Address: 1633 Broadway
New York, NEW YORK UNITED STATES 10019

Legal Entity Type: INDIVIDUAL

Citizenship: UNITED ST,

Owner Name: Libin, Paul

Owner Address: 246 West 44th Street
New York, NEW YORK UNITED STATES 10036

Legal Entity Type: INDIVIDUAL

Citizenship: UNITED ST,

Attorney/Correspondence Information

Prosecution History

TRADEMARK

REEL: 006646 FRAME: 0700 2/6/2017 5:44 PM

United States Patent and Trademark Office

- Sales Receipt -

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