

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM845256

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rosenthal & Rosenthal, Inc.		09/29/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Circa Jewels LLC		
Street Address:	45 West 45th Street, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3559745	CIRCA	
Registration Number:	2991464	SELLJEWELRY	
Registration Number:	4198651	WORTH MORE	
Registration Number:	4119894	CIRCA WORTH MORE	
Registration Number:	4959189	WHEN IT'S TIME TO SELL YOUR JEWELRY	
Registration Number:	4672711	CIRCA CERTIFIED	
Registration Number:	2833617	CIRCA	
Registration Number:	5273602	PORTERO	
CORRESPONDENCE DATA			
Fax Number:	2128055571		
<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:	2128012256		
Email:	schlossd@gtlaw.com		
Correspondent Name:	Daniel I. Schloss, Greenberg Traurig		
Address Line 1:	One Vanderbilt Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	186306.010600		
NAME OF SUBMITTER:	Daniel I. Schloss		

CH \$215.00 3559745

SIGNATURE:	/Daniel I. Schloss/
DATE SIGNED:	10/11/2023
Total Attachments: 6 source=Trademark_Assignment_Agreement_to_Buyer_(Rosenthal_Circa).docx (003)#page1.tif source=Trademark_Assignment_Agreement_to_Buyer_(Rosenthal_Circa).docx (003)#page2.tif source=Trademark_Assignment_Agreement_to_Buyer_(Rosenthal_Circa).docx (003)#page3.tif source=Trademark_Assignment_Agreement_to_Buyer_(Rosenthal_Circa).docx (003)#page4.tif source=Trademark_Assignment_Agreement_to_Buyer_(Rosenthal_Circa).docx (003)#page5.tif source=Trademark_Assignment_Agreement_to_Buyer_(Rosenthal_Circa).docx (003)#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”) is executed and effective this September 29, 2023 (the “**Effective Date**”), by and between ROSENTHAL & ROSENTHAL, INC., a New York corporation, having offices at 1370 Broadway, New York, New York 10019 (the “**Assignor**”), as secured party in possession of the registered and unregistered trademarks, including the domain names held by or on behalf of Circa Inc., a New York corporation (the “**Borrower**”), listed on Exhibit A hereto (the “**Assigned Trademarks**”), and CIRCA JEWELS LLC, a Delaware limited liability company, having offices at 45 West 45th Street, 4th Floor, New York, NY 10036 (the “**Assignee**,” and, together with the Assignor, each a “**Party**” and together, the “**Parties**”).

WITNESSETH:

WHEREAS, Assignor and Borrower are parties to certain loan and financing documents pursuant to which Assignor holds a first-priority, duly perfected security interest in all or substantially all of the assets of the Borrower including, without limitation, the Assigned Trademarks; and

WHEREAS, pursuant to the terms of that certain Secured Creditor Asset Sale Agreement, dated as of September 29, 2023, by and between Assignor and Assignee (the “**Sale Agreement**”), Assignor has agreed to sell and convey to Assignee, and Assignee has agreed to purchase and assume from Assignor, substantially all of the assets constituting collateral security for the Borrower’s obligations to the Assignor, including, without limitation, all of Borrower’s right, title and interest in and to the Assigned Trademarks; and

WHEREAS, in furtherance of the transactions contemplated by the Sale Agreement, Assignee agrees to purchase and acquire, and Assignor agrees to sell, assign and transfer, all the rights and interests to the Assigned Trademarks.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth in the Sale Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows, effective as of the Effective Date:

1. Assignment of Trademark. Assignor hereby sells, conveys, assigns, delivers and transfers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, Borrower’s entire right, title and interest in and to the Assigned Trademarks, including all trademark applications and registrations therefor, together with the goodwill of the business symbolized by the Assigned Trademarks, including the right to sue for and receive all damages from past, present or future infringements or other unauthorized use of the Assigned Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns, and designees. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE AFOREMENTIONED ASSIGNMENT IS MADE WITHOUT ANY RECOURSE TO, OR REPRESENTATION, OR WARRANTY OF ANY KIND OF ANY KIND BY, ASSIGNOR EXCEPT AS SET FORTH IN THE SALE AGREEMENT.

Assignor undertakes and agrees, on its behalf and (to the extent legally able) on behalf of Borrower to execute such further documents and perform such further acts as may be reasonably requested by Assignee or its designees for the purposes of effecting or confirming the rights granted to Assignee in this Assignment. All such further documents and acts, and any taxes, fees and expenses that may arise from the recordation and effectuation of this Assignment, shall be at the sole expense of Assignee.

2. Amendment. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by the Parties.

3. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

4. Governing Law. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws, and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

5. Execution. This Assignment may be executed by facsimile, scanned and emailed or other electronic signatures and in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

6. Authorization. Assignor hereby requests and authorizes the United States Patent and Trademark Office, and any other empowered governmental official in the United States and/or in the relevant jurisdictions outside the United States, to record and/or register this Assignment.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of date first above written.

ASSIGNOR:

ROSENTHAL & ROSENTHAL, INC.

DocuSigned by:
Thomas D. Lauria
By: _____
Name: Thomas D. Lauria
Title: Executive Vice President

ASSIGNEE:

CIRCA JEWELS LLC

DocuSigned by:
Steven Schneider
By: _____
Name: Steven Schneider
Title: CEO

BORROWER:

CIRCA INC.

DocuSigned by:
Oren Schneider
By: _____
Name: Oren Schneider
Title: CEO

Exhibit A

Assigned Trademarks

I. U.S. Trademarks

	Trademark	Serial No./Reg. No.	Filing Date
<u>USA TRADEMARKS</u>			
1.	Circa	77328880/3559745	November 14, 2007
2.	SellJewelry	76600592/2991464	July 2, 2004
3.	Worth More	76703479/4198651/	June 22, 2010
4.	Circa Worth More	76703482/4119894	June 22, 2010
5.	When It's Time To Sell Your Jewelry	86737495/4959189	August 26, 2015
6.	Circa Certified	86074806/4672711	September 25, 2013
7.	Circa	76301588/ 2833617	August 20, 2001
8.	Portero	86322742/5273602	June 27, 2014

[Exhibit A]

TRADEMARK
REEL: 008224 FRAME: 0170

II. International Trademarks

See attached list.

III. Domain Names

circa.auction
circaappraisals.com
circabarcelona.com
circabethesda.com
circabilbao.com
circabocaraton.com
circacoralgables.com
circadallas.com
circaevanston.com
circagems.com
circagreenwich.com
circahk.com
circahongkong.com
circajewel.com
circajewels.com
circajewels.net
circamadrid.com
circamiami.com
circanewportbeach.com
circanewyork.co
circany.com
circapalmbeach.com
circapaloalto.com
circasandiego.com
circasanfrancisco.com
circashorthills.com
circasunnyisles.com
circavalencia.com
circa.co
hamptonauction.com
hamptonestateauction.com
portero.com
ringinthenew.com
selljewelry.com
circafareast.cn
circajewels.cn
circajewels.com.cn
circajewels.com.tw
circajewels.tw

CIRCA INC.
INTERNATIONAL TRADEMARKS

Country	Title	Class	Applicant	Application Number	Application Date	Grant No.	Grant Date	Next Renewal Date	Case Ref.
Austria	CIRCA	14	Circa Inc.	760725A	21-Jun-2001	760725A	02-Aug-2001	21-Jun-2031	T76817AT-MAD
Belgium	CIRCA	14	Circa Inc.	760725A	21-Jun-2001	760725A	02-Aug-2001		T76817BX-MAD
China	CIRCA	14	Circa Inc.	760725A	21-Jun-2001	760725A	02-Aug-2001		T76817DNMAD
Denmark	CIRCA	14	Circa Inc.	760725A	21-Jun-2001	760725A	02-Aug-2001		T76817DK-MAD
European (OHIM) Trade Mark	European Union CIRCA	14	Circa Inc.	8161788	08-Aug-2003	8161788	17-Dec-2004	08-Aug-2033	T72166EM-1
Finland	CIRCA	14	Circa Inc.	760725A	21-Jun-2001	760725A	02-Aug-2001	21-Jun-2031	T76817FI-MAD
France	CIRCA	14	Circa Inc.	760725A	21-Jun-2001	760725A	02-Aug-2001		T76817FRMAD
Germany	CIRCA	14	Circa Inc.	760725A	21-Jun-2001	760725A	02-Aug-2001		T76817DEMAD
Greece	CIRCA	14	Circa Inc.	760725A	21-Jun-2001	760725A	02-Aug-2001		T76817GRMAD
Hong Kong	CIRCA	14	Circa Inc.	2032/16515	22-Oct-2002	805316/2904	21-Apr-2004	22-Oct-2029	T72165HK
Indonesia	CIRCA & Design	35	Circa, Inc.	J062008038332	09-Nov-2006	IDM000222354	13-Oct-2009	09-May-2026	T81278ID
International (Madrid)	CIRCA	14	Circa Inc.	760725A	21-Jun-2001	760725A	02-Aug-2001	21-Jun-2031	T76817MAD
Ireland	CIRCA	14	Circa Inc.	760725A	21-Jun-2001	760725A	02-Aug-2001		T76817IE-MAD
Italy	CIRCA	14	Circa Inc.	760725A	21-Jun-2001	760725A	02-Aug-2001		T76817IT-MAD
Japan	CIRCA	14	Circa Inc.	760725A	21-Jun-2001	760725A	02-Aug-2001		T76817JPMAD
Malaysia	CIRCA	14	UNI Products Limited	02013280	24-Oct-2002	02013280	24-Nov-2011	24-Oct-2032	T72168MY
Friday, September 01, 2023									
Country	Title	Class	Applicant	Application Number	Application Date	Grant No.	Grant Date	Renewal Date	Case Ref.
New Zealand	CIRCA	14	Circa Inc.	803047	29-Nov-2006	803047	01-Jun-2006	29-Nov-2026	T72168NZ-1
Portugal	CIRCA	14	Circa Inc.	760725A	21-Jun-2001	760725A	02-Aug-2001	21-Jun-2031	T76817PTMAD
Russian Federation	CIRCA	14	Circa Inc.	760725A	21-Jun-2001	760725A	02-Aug-2001		T76817RUMAD
Singapore	CIRCA	14	Circa Inc.	760725A	21-Jun-2001	760725A	02-Aug-2001		T76817SGMAD
Singapore	CIRCA & Design	35	Circa, Inc.	T0823531D	02-Nov-2008	T0823531D	21-Mar-2007	02-Nov-2028	T81278SG
Spain	CIRCA	14	Circa Inc.	760725A	21-Jun-2001	760725A	02-Aug-2001	21-Jun-2031	T76817ESMAD
Switzerland	CIRCA	14	Circa Inc.	760725A	21-Jun-2001	760725A	02-Aug-2001		T76817CH-MAD
Thailand	CIRCA & Design	35	Circa Inc.	843873	03-Nov-2006	8039382	03-Nov-2006	02-Nov-2026	T81276TH
United Kingdom	CIRCA	14	Circa Inc.	UK0002187410B	29-Jan-1999	2187410B	23-Jul-1999	29-Jan-2029	T76303GB-1
United Kingdom	CIRCA	14	Circa Inc.	UK00908181788			08-Aug-2003	08-Aug-2033	T72168GBE