

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM845264

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Adama Capital I, LLC		09/29/2023	Limited Liability Company: DELAWARE
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: 3			
Property Type	Number	Word Mark	
Registration Number:	5165399	MONDIAMO	
Registration Number:	5205128	MONDIAMO	
Registration Number:	6167897	MONDIAMO	
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		
SIGNATURE:	/Daniel I. Schloss/		
DATE SIGNED:	10/11/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT this “Assignment”) is executed and effective this September 29, 2023 (the “Effective Date”), by and between ADAMA CAPITAL I, LLC., a Delaware limited liability company, having offices at 530 7th Avenue, Suite 701, New York, New York 10018 (the “Assignor”), owner of the registered trademarks 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 is an affiliate of Circa, Inc., a New York corporation that is a party to certain loan and financing documents, pursuant to which the Assigned Trademarks are to be assigned to Assignee; and

WHEREAS, Assignor has agreed to sell and convey to Assignee, and Assignee has agreed to purchase and assume from Assignor, all of Assignor’s right, title and interest in and to the Assigned Trademarks; and

NOW, THEREFORE, for 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, Assignor’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. Assignor undertakes and agrees, on its behalf 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 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.

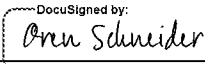
6. Authorization. Assignor hereby requests and authorizes the United States Patent and Trademark Office, and any other empowered governmental official in the United States and/or in the relevant jurisdictions outside the United States, to record and/or register this Assignment.

[Signatures on Next Page]

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

ASSIGNOR:

ADAMA CAPITAL I, LLC

By:  _____
Name: Oren Schneider
Title: CEO

ASSIGNEE:

CIRCA JEWELS LLC

By: _____
Name:
Title:

Signature Page to Trademark Assignment

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

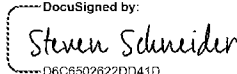
ASSIGNOR:

ADAMA CAPITAL I, LLC

By: _____
Name:
Title:

ASSIGNEE:

CIRCA JEWELS LLC

By:  _____
Name: steven schneider
Title: CEO

Signature Page to Trademark Assignment

Exhibit A

Assigned Trademarks
U.S. Trademarks

	Trademark	Serial No./Reg. No.	Filing Date
<u>USA TRADEMARKS</u>			
1.	<u>MONDIAMO stylized with bird/crown</u>	<u>87125498/5165399</u>	<u>August 3, 2016</u>
2.	<u>MONDIAMO stylized name</u>	<u>87250284/5205128</u>	<u>November 29, 2016</u>
3.	<u>MONDIAMO</u>	<u>88818919/6167897</u>	<u>March 3, 2020</u>

[Exhibit A]