

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482915

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Domaine M. B., LLC		07/16/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Michael Browne		
Street Address:	401 Laguna Vista Road		
City:	Santa Rosa		
State/Country:	CALIFORNIA		
Postal Code:	95401		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5036251	CIRQ	
Registration Number:	4738997	CIRQ. EST. 2009	
CORRESPONDENCE DATA			
Fax Number:	2124512222		
<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:	212.451.2300		
Email:	mgrieco@olshanlaw.com		
Correspondent Name:	Olshan Frome Wolosky LLP		
Address Line 1:	1325 Avenue of the Americas		
Address Line 2:	Attn: Mary L. Grieco		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Mary L. Grieco		
SIGNATURE:	/mary grieco/		
DATE SIGNED:	07/23/2018		
Total Attachments: 4			
source=General Assignment Deed#page1.tif			
source=General Assignment Deed#page2.tif			
source=General Assignment Deed#page3.tif			

CH \$65.00 5036251

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “IP Assignment”) is effective as of July 16, 2018 and is between Domaine M.B., LLC, a California limited liability company (the “Assignor”), and Michael Browne, an individual (the “Assignee”).

WHEREAS, the Assignor is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (referred to as the “Marks”);

WHEREAS, in connection with the transactions contemplated under that certain Purchase Agreement dated February 16, 2018 by and among Assignor, Assignee, and certain other parties thereto (the “Purchase Agreement”), the Assignor has agreed to transfer all of its right, title and interest in and to the Marks and all associated licenses and that certain web domain registration for CIRQ.com registered with GoDaddy.com and expiring on February 2, 2019 (collectively, the “Related IP”), to the Assignee; and

WHEREAS, the Assignor desires to assign all of its right, title and interest in and to the Marks and Related IP to the Assignee and the Assignee desires to acquire the Marks and Related IP.

NOW, THEREFORE, in furtherance of the transactions contemplated by the Purchase Agreement and the Related Agreements and for good and valuable consideration equal to \$1.00 being paid by the Assignee to the Assignor, the receipt and sufficiency of which being hereby acknowledged and agreed, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns all of the Assignor’s right, title and interest, in and to the Marks and Related IP, and all of the goodwill of the business associated with the Marks and Related IP, together with that portion of Assignor’s business to which the Marks and Related IP pertain, and all registrations and pending applications for the Marks and Related IP, any renewals of the registrations, in all countries throughout the world, for the Assignee’s own use and enjoyment, and for the use and enjoyment of the Assignee’s successors, assigns, heirs or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this IP Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the “Commissioner”), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Marks, record this IP Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This IP Assignment is in all respects subject to the provisions of the Related Agreements and is not intended in any way to supersede, limit, qualify or expand any provision of the Related Agreements.

4. The Assignor and the Assignee further agree to execute such additional documents from time to time after the date hereof at the request of the other party as may be reasonably necessary to carry out the purpose of this IP Assignment.

5. This IP Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This IP Assignment shall be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

7. No amendment of any provision of this IP Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this IP Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This IP Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, assigns and heirs.

[Signature Page Follows]

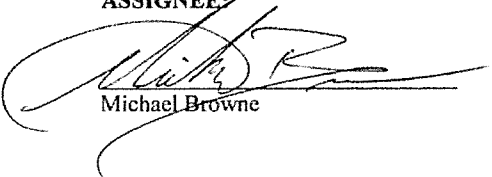
IN WITNESS WHEREOF, the Assignor and the Assignee have caused this IP Assignment to be executed as of the date first set forth above.

ASSIGNOR:

DOMAINE M.B., LLC

By: 
Name: Robert Ringstad
Title: Chief Financial Officer

ASSIGNEE:


Michael Browne

[SIGNATURE PAGE TO IP ASSIGNMENT]

Schedule A

Trademarks

Title	Status	Country	Application Date	Application No.	Registration Date	Registration No.
CIRQ	Published	Hong Kong	2/5/2016	303681694		
CIRQ	Pending	Puerto Rico	2/9/2016	213045-33-0		
CIRQ	Registered	Madrid Agreement & Protocol (TM)	2/19/2016	1292393	2/19/2016	1292393
CIRQ	Registered	Denmark	2/19/2016	1292393	11/21/2016	1292393
CIRQ	Pending	China	2/19/2016	1292393		1292393
CIRQ	Registered	Japan	2/19/2016	1292393	9/21/2016	1292393
CIRQ	Registered	Republic of Korea	2/19/2016	1292393	1/4/2017	1292393
CIRQ	Registered	Philippines	2/19/2016	1292393	11/17/2016	M-0-1292393
CIRQ	Registered	Russian Federation	2/19/2016	1292393	2/21/2017	1292393
CIRQ	Registered	Singapore	2/19/2016	40201605059Y	8/11/2016	1292393
CIRQ	Registered	Sweden	2/19/2016	1292393	2/15/2017	1292393
CIRQ	Registered	United States of America	1/31/2016	86/892391	9/6/2016	5036251
CIRQ	Registered	Canada	2/5/2016	1766674	9/11/2017	TMA980322
CIRQ. EST. 2009 & Design	Registered	United States of America	10/2/2014	86/413611	5/19/2015	4738997