

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM569021

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Back Bay Restaurant Group TR, LLC		03/25/2020	Limited Liability Company: FLORIDA
E-Brands Restaurants, LLC		03/25/2020	Limited Liability Company: FLORIDA
Tavistock Towncenter Container Park, LLC		03/25/2020	Limited Liability Company: FLORIDA
Tavistock Towncenter Retail, LLC		03/25/2020	Limited Liability Company: FLORIDA
Tavistock Restaurants LLC		03/25/2020	Limited Liability Company: DELAWARE
Tavistock Restaurants Upscale Group, LLC		03/25/2020	Limited Liability Company: FLORIDA
Tavistock Atlanta Restaurants, LLC		03/25/2020	Limited Liability Company: GEORGIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Eslack OOD
<b>Street Address:</b>	137 Filip Kutev Str.
<b>Internal Address:</b>	Adm. Bldg. 1, Fl. 2
<b>City:</b>	Sofia
<b>State/Country:</b>	BULGARIA
<b>Postal Code:</b>	1407
<b>Entity Type:</b>	Limited Liability Company: BULGARIA

**PROPERTY NUMBERS Total: 32**

Property Type	Number	Word Mark
<b>Registration Number:</b>	2920835	ABE & LOUIE'S
<b>Registration Number:</b>	2243763	ABE & LOUIE'S
<b>Registration Number:</b>	2322910	AQUAKNOX
<b>Registration Number:</b>	1403540	ATLANTIC FISH CO.
<b>Registration Number:</b>	2933368	ATLANTIC FISH
<b>Registration Number:</b>	5595899	ATLAS
<b>Registration Number:</b>	5532610	ATLAS
<b>Registration Number:</b>	3734259	BACK BAY RESTAURANT GROUP

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5730060	BEFORE IT MELTS
Registration Number:	4580826	CANONITA
Registration Number:	5735586	CLAW & ORDER
Registration Number:	3760699	COACH GRILL
Registration Number:	2660847	COACH GRILL OF WAYLAND
Registration Number:	5730055	FOWL PLAY
Registration Number:	5899063	FRESH PIP
Registration Number:	5858646	THE GRILL NEXT DOOR
Registration Number:	4826077	JOE'S AMERICAN BAR & GRILL
Registration Number:	1361176	JOE'S AMERICAN BAR & GRILL
Registration Number:	5950469	JOE'S PRIME BURGER
Registration Number:	3281181	NAPA VALLEY GRILLE
Registration Number:	1843983	NAPA VALLEY GRILLE
Registration Number:	2365322	OUR FUNDAMENTALS
Registration Number:	2398737	THE PERFECT GUEST EXPERIENCE
Registration Number:	2398736	REALLY GOOD PEOPLE
Registration Number:	2448169	TAQUERIA CANONITA
Registration Number:	2642380	TAQUERIA CANONITA MEXICO CITY SOUL FOOD
Registration Number:	2839950	TIMPANO
Registration Number:	2661940	TIMPANO ITALIAN CHOPHOUSE
Registration Number:	5312613	TOP CATCH
Serial Number:	88728334	CHOCKS
Serial Number:	88119895	BOXI PARK
Registration Number:	3757377	COACH GRILL

**CORRESPONDENCE DATA**

**Fax Number:** 7044441111

*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.*

**Phone:** 7044441124

**Email:** elaine.hunt@alston.com

**Correspondent Name:** Michele M. Glessner

**Address Line 1:** Alston & Bird LLP

**Address Line 2:** 101 South Tryon Street, Suite 4000

**Address Line 4:** Charlotte, NORTH CAROLINA 28280-4000

**NAME OF SUBMITTER:** Elaine B. Hunt

**SIGNATURE:** /Elaine B. Hunt/

**DATE SIGNED:** 03/26/2020

**Total Attachments: 8**

source=tavistock and others to elslack 2#page1.tif  
source=tavistock and others to elslack 2#page2.tif  
source=tavistock and others to elslack 2#page3.tif  
source=tavistock and others to elslack 2#page4.tif  
source=tavistock and others to elslack 2#page5.tif  
source=tavistock and others to elslack 2#page6.tif  
source=tavistock and others to elslack 2#page7.tif  
source=tavistock and others to elslack 2#page8.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 25, 2020, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of **ELSLACK OOD** (the “Lender”).

### WITNESSETH:

WHEREAS, Grantor is a party to that certain Pledge and Security Agreement, dated as of March 25, 2020, in favor of the Lender (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement (as defined in the Pledge and Security Agreement) and to induce the Lender to make their extensions of credit thereunder, Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

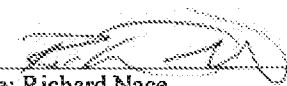
Section 5.      Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6.      Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Florida.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BACK BAY RESTAURANT GROUP TR, LLC  
E-BRANDS RESTAURANTS, LLC  
TAVISTOCK TOWNCENTER CONTAINER  
PARK, LLC  
TAVISTOCK TOWNCENTER RETAIL, LLC  
TAVISTOCK RESTAURANTS LLC  
TAVISTOCK RESTAURANTS UPSCALE  
GROUP, LLC  
TAVISTOCK ATLANTA RESTAURANTS, LLC**

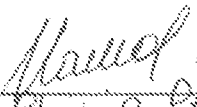
By:   
Name: Richard Nace  
Title: Vice President

**[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT –  
TAVISTOCK RESTAURANTS]**

**TRADEMARK  
REEL: 006900 FRAME: 0516**

ACCEPTED AND AGREED  
as of the date first above written:

ELSLACK OOD

By:   
Name: Philip Ashkov  
Title: DIRECTOR

{SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT --  
TAVISTOCK RESTAURANTS}


SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT


Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Owner	Serial No./Filing Date	Reg. No. Reg. Date
	Back Bay Restaurant Group TR, LLC	78/353661 January 23, 2004	2,920,835 January 25, 2005
ABE & LOUIE'S	Back Bay Restaurant Group TR, LLC	75/356267 September 12, 1997	2,243,763 May 4, 1999
AQUANOX	E-Brands Restaurants, LLC	75/416626 January 12, 1998	2,332,910 February 29, 2000
	Back Bay Restaurant Group TR, LLC	73/570799 November 29, 1985	1,403,540 July 29, 1986
ATLANTIC FISH	Back Bay Restaurant Group TR, LLC	78/388834 March 23, 2004	2,933,368 March 15, 2005
 ATLAS	Tavistock Atlanta Restaurants, LLC	86/373468 August 21, 2014	5,595,899 October 30, 2018
ATLAS	Tavistock Atlanta Restaurants, LLC	86/680128 July 1, 2015	5,532,610 August 7, 2018



<b>BACK BAY RESTAURANT GROUP</b>	Back Bay Restaurant Group TR, LLC	77/790182 July 27, 2009	3,734,259 January 5, 2010
<b>BEFORE IT MELTS</b>	Tavistock Towncenter Container Park, LLC	88/093700	5,730,060 April 16, 2019
<b>BOXI PARK</b>	Tavistock Towncenter Container Park, LLC	88/119895 9/17/18	Pending
<b>CANONITA</b>	E-Brands Restaurants, LLC	85/750140 October 10, 2012	4,580,826 August 5, 2014
<b>CHOCKS</b>	Tavistock Towncenter Retail, LLC	88/728334 December 16, 2019	Pending
<b>CLAW &amp; ORDER</b>	Tavistock Towncenter Container Park, LLC	88/070633 August 8, 2018	5,735,586 April 23, 2019
	Back Bay Restaurant Group TR, LLC	77/790430 July 27, 2009	3,757,377 March 9, 2010
<b>COACH GRILL</b>	Back Bay Restaurant Group TR, LLC	77/790358 July 27, 2009	3,760,699 March 16, 2010
<b>COACH GRILL OF WAYLAND</b>	Back Bay Restaurant Group TR, LLC	78/049771 February 22, 2001	2,660,847 December 10, 2002
<b>FOWL PLAY</b>	Tavistock Towncenter Container Park, LLC	88/073589 August 10, 2018	5,730,055 April 16, 2019

<b>FRESH PIP</b>	Tavistock Towncenter Container Park, LLC	88/296893 2/11/19	5,899,063 October 29, 2019
<b>THE GRILL NEXT DOOR</b>	Tavistock Towncenter Container Park, LLC	88/074016 August 10, 2018	5,858,646 September 10, 2019
<b>JOE'S AMERICAN BAR &amp; GRILL</b>	Back Bay Restaurant Group TR, LLC	86/528824 February 9, 2015	4,826,077 October 6, 2015
	Back Bay Restaurant Group TR, LLC	73/524706 March 1, 1985	1,361,176 September 17, 1985
<b>JOE'S PRIME BURGER</b>	Back Bay Restaurant Group TR, LLC	87/062598 6/7/16	5,950,469 December 31, 2019
<b>NAPA VALLEY GRILLE</b>	Tavistock Restaurants LLC	75/773642 August 12, 1999	3,281,181 August 21, 2007
<b>NAPA VALLEY GRILLE</b>	Tavistock Restaurants LLC	74/397624 June 4, 1993	1,843,983 July 5, 1994
<b>OUR FUNDAMENTALS</b>	Back Bay Restaurant Group TR, LLC	75/740160 July 23, 1999	2,365,322 July 4, 2000
<b>THE PERFECT GUEST EXPERIENCE</b>	Back Bay Restaurant Group TR, LLC	75/740161 July 23, 1999	2,398,737 October 24, 2000
<b>REALLY GOOD PEOPLE</b>	Back Bay Restaurant Group TR, LLC	75/740154 July 23, 1999	2398736 October 24, 2000

<b>TAQUERIA CANONITA</b>	E-Brands Restaurants, LLC	75/561302 September 29, 1998	2448169 May 1, 2001
	E-Brands Restaurants, LLC	76/299800 August 14, 2001	2,642,380 October 29, 2002
<b>TIMPANO</b>	E-Brands Restaurants, LLC	76/525155 June 24, 2003	2,839,950 May 11, 2004
<b>TIMPANO ITALIAN CHOPHOUSE</b>	E-Brands Restaurants, LLC	76/240036 April 12, 2001	2,661,940 December 17, 2002
<b>TOP CATCH</b>	Tavistock Restaurants Upscale Group, LLC	87/059055 June 3, 2016	5,312,613 October 17, 2017

2. TRADEMARK APPLICATIONS

None.