

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM870111

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BACK BAY RESTAURANT GROUP TR, LLC		12/29/2023	Limited Liability Company: FLORIDA
TAVISTOCK ATLANTA RESTAURANTS, LLC		12/29/2023	Limited Liability Company: GEORGIA
TAVISTOCK TOWNCENTER CONTAINER PARK, LLC		12/29/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	ELSLACK EOOD		
Street Address:	137 FILIP KUTEV STR., ADMINISTRATIVE BLDG 1, FLOOR 2		
City:	SOFIA		
State/Country:	BULGARIA		
Postal Code:	1407		
Entity Type:	Limited Liability Company: BULGARIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6839643	BOXI	
Registration Number:	6403886	BOXI	
Registration Number:	6044182	BOXI PARK	
Registration Number:	6162872	BOXI PARK	
Registration Number:	6087429	THE GARDEN ROOM	
Serial Number:	97742445	JOE'S ON NEWBURY	
Serial Number:	97742468	JOE'S WATERFRONT	
Registration Number:	6120714	LA CAJITA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4048814458		
Email:	elissa.hart@alston.com		
Correspondent Name:	Alston & Bird		
Address Line 1:	1201 W. Peachtree St.		

CH \$215.00 6839643

Address Line 4:	Atlanta, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	546282
NAME OF SUBMITTER:	Elissa Hart
SIGNATURE:	/Elissa Hart/
DATE SIGNED:	01/22/2024
Total Attachments: 5 source=Trademark Sec Agr Grantors#page1.tif source=Trademark Sec Agr Grantors#page2.tif source=Trademark Sec Agr Grantors#page3.tif source=Trademark Sec Agr Grantors#page4.tif source=Trademark Sec Agr Grantors#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2023, is made by each of the entities listed on the signature pages hereof under the heading "GRANTORS" (each a "Grantor" and, collectively, the "Grantors"), in favor of ELSLACK FOOD (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. 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 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. 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]

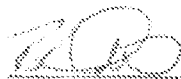
Tavistock -- Tavistock Restaurants Upscale Group Holdings, LLC
December 2023
43542052

TRADEMARK
REEL: 008323 FRAME: 0245

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

GRANTORS:

BACK BAY RESTAURANT GROUP TR, LLC
TAVISTOCK ATLANTA RESTAURANTS, LLC
TAVISTOCK TOWNCENTER CONTAINER
PARK, LLC

By: 

Name: Richard Nace

Title: Vice President

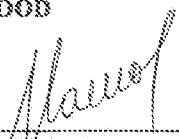
Tavistock -- Tavistock Restaurants Upscale Group Holdings, LLC
December 2023
43542052

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

ELSLACK FOOD

By: _____


Name: Philip Pashov
Title: Director

Tavistock - Tavistock Restaurants Upscale Group Holdings, L.L.C
December 2023
43542052

TRADEMARK
REEL: 008323 FRAME: 0247

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

I. REGISTERED TRADEMARKS

Trademark	Owner	Serial No./Filing Date	Reg. No./Reg. Date
BOXI	Tavistock Towncenter Container Park, LLC	87/950887 June 6, 2018	6,839,643 September 6, 2022
BOXI	Tavistock Towncenter Container Park, LLC	87/983851 June 6, 2018	6,403,886 June 29, 2021
BOXI PARK	Tavistock Towncenter Container Park, LLC	88/977091 September 17, 2018	6,044,182 April 28, 2020
	Tavistock Towncenter Container Park, LLC	88/823757 March 6, 2020	6,162,872 September 29, 2020
THE GARDEN ROOM	Tavistock Atlanta Restaurants, LLC	88/575360 August 12, 2019	6,087,429 June 23, 2020
	Back Bay Restaurant Group TR, LLC	97/742445 January 5, 2023	Pending 1A Status
	Back Bay Restaurant Group TR, LLC	97/742468 January 5, 2023	Pending 1A Status
LA CAJITA	Tavistock Towncenter Container Park, LLC	88/976950 August 1, 2019	6,120,714 August 4, 2020

Tavistock – Tavistock Restaurants Upscale Group Holdings, LLC
December 2023
43542052