

08-29-2002



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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Roberto Alvarez  
1624 29th Street, N.W.  
Washington, DC 20007  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: 7/12/02

8-23-02

2. Name and address of receiving party(ies)  
Name: Proximo Management, LLC  
Internal Suite 1026  
Address: 420 7th Street, N.W.  
Street Address: \_\_\_\_\_  
City: Washington State: DC Zip: 20004

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Maryland LLC

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) 1,737,249

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Keith A. Barritt  
Internal Address: Suite 1100  
Street Address: 1425 K Street, N.W.  
City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
06-1050 Ref. No. 13329-005001  
(Attach duplicate copy of this page if paying by deposit account)

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01 FC:481 40.00 CH

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9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Keith A. Barritt  
Name of Person Signing

*Keith A. Barritt*  
Signature

8-23-2002  
Date

2

Total number of pages including cover sheet, attachments, and document:  
Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**ASSIGNMENT OF MARK**

WHEREAS, Roberto Alvarez, an individual with an address of 1624 29<sup>th</sup> Street N.W., Washington, DC 20007 (“Assignor”), owns a federal trademark registration for the following mark (the “Mark”):

<b>MARK</b>	<b>GOODS or SERVICES DESCRIPTION</b>	<b>REG. NO.</b>
CAFÉ ATLANTICO	restaurant services	1,737,249

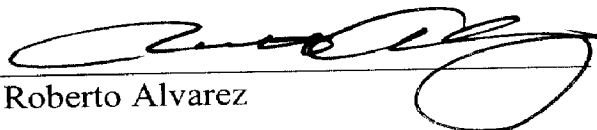
WHEREAS, Proximo Management, LLC, a limited liability company organized and existing under the laws of the State of Maryland, having a place of business at 2404 Wisconsin Avenue N.W., Washington, DC 20007 (“Assignee”), desires to acquire the Mark together with the goodwill of the business symbolized by the mark, including the federal registration no. 1,737,249 and any other registrations that may have issued in Assignor’s name in connection with the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, effective as of April 11, 2001, Assignor has sold, assigned, and transferred to Assignee, its successors and assigns all right, title and interest in and to the Mark together with the goodwill of the business symbolized by the Mark, including federal registration no. 1,737,249 and any other registrations that may have issued in Assignor’s name in connection with the Mark. Assignor has further sold, assigned, and transferred to Assignee its entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Mark.

Assignor covenants that it or its representatives will, upon the request and at the expense of Assignee, do all other lawful acts necessary to enable Assignee to obtain, maintain and enforce full benefits from the rights and interests herein assigned.

This assignment shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

IN WITNESS WHEREOF Assignor has executed this instrument this 12 day of July, 2002.

By:   
Roberto Alvarez