

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI2463

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Proximo Restaurants LLC		02/02/2024	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Company Name:	Think Food Group LLC		
Street Address:	717 D Street NW		
Internal Address:	6th Floor		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4421590	BARMINI	
Registration Number:	3188912	MINIBAR	
CORRESPONDENCE DATA			
Fax Number:	2127540330		
<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:	2129077388		
Email:	ejaffe@golenbock.com,rsilverman@golenbock.com		
Correspondent Name:	Ms. Elizabeth A. Jaffe		
Address Line 1:	711 Third Avenue		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Elizabeth Jaffe		
SIGNATURE:	Elizabeth Jaffe		
DATE SIGNED:	02/06/2024		
Total Attachments: 3			
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**SHORT FORM ASSIGNMENT OF TRADEMARKS,
SERVICE MARKS, TRADE DRESS AND TRADE NAMES BY
PROXIMO RESTAURANTS LLC
("ASSIGNMENT")**

Proximo Restaurants LLC ("Proximo"), a Maryland limited liability company, with an address at c/o ThinkFoodGroup LLC, 717 D Street NW, 6th Floor, Washington, DC 20004, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, irrevocably assigns, transfers and conveys effective as of FEBRUARY 2, 2024 (the "**Effective Date**") to **Think Food Group LLC ("TFG")**, a Delaware limited liability company, with an address at 717 D Street NW, 6th Floor, Washington, DC 20004, and its successors and assigns, all of Proximo's right, title and interest, in perpetuity, in and to all trademarks, service marks, trade dress and trade names that are owned by Proximo, together with all goodwill symbolized by all such trademarks, service marks, trade dress and trade names and/or attendant thereto, and together with any and all applications, registrations, renewals and extensions thereof (collectively, the "**Trademarks**"), including but not limited to those Trademarks identified on Schedule A annexed hereto and incorporated herein by reference, along with any and all claims and causes of action (and the right to initiate suit and obtain damages and other forms of relief, both legal and equitable), arising from and/or relating to the infringement, misappropriation or other violation of any right in any of the Trademarks, whether prior to or subsequent to the Effective Date, to the fullest extent permitted by law.

TO HAVE AND TO HOLD the aforementioned properties, assets and rights unto TFG, its successors and assigns, to and for its use forever.

Proximo shall promptly, upon the request of TFG and/or its successors and assigns, execute such other documents and/or instruments of assignment, transfer and conveyance as TFG and/or its successors and assigns may reasonably request to permit the recordation of the assignment made by this instrument or of any other documents TFG or any of its successors or assigns may reasonably deem necessary or advisable to effectuate the terms and intent of this Assignment. Without limiting the foregoing, Proximo hereby irrevocably appoints TFG and each of TFG's officers and/or directors, successors and assigns, signing singly as attorney-in-fact with full power (and coupled with an interest), with full power of substitution, to be Proximo's true and lawful attorney, in Proximo's name, place and stead, to execute, acknowledge, swear to and file all documents (including but not limited to any instrument of assignment, transfer and/or conveyance) and to take all actions which TFG or such other person deems necessary, appropriate or desirable to effectuate the intent of this Assignment.

[balance of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, Proximo has caused this Assignment to be duly executed as of 2-2, 2024.

Assignor: **Proximo Restaurants LLC**

By: _____
Name: Robert D. Wilder
Title: President

ACKNOWLEDGEMENT

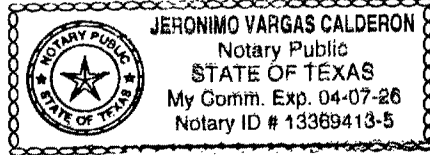
State of Texas)
) ss:
County of Travis)

On the 22 day of 22 in the year 2024 before me, the undersigned, personally appeared Robert Dwayne Wilder, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their official capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Assignee: **ThinkFoodGroup LLC**

By: _____
Name: Robert D. Wilder
Title: Vice Chairman

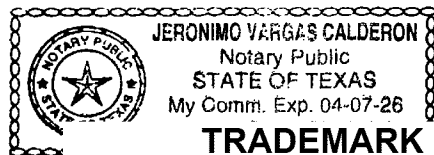


ACKNOWLEDGEMENT

State of Texas)
) ss:
County of Travis)

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Notary Public



Schedule A

Trademark	Country	App./Reg. No.
BARMINI	USA	4421590
MINIBAR	USA	3188912
MINIBAR	JAPAN	6223216