



02-04-2000

U.S. Patent & TMO/c/TM Mail Rpt Dt. #64

03-03-2000



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

101280258

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

03/02/2000 DNGUYEN 00000518 75797791

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

(40.00 OP)
175.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
TRADEMARK

REEL: 002028 FRAME: 0870

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75797791"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75662629"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75777943"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1430667"/>	<input type="text" value="2206204"/>	<input type="text"/>
<input type="text" value="2206207"/>	<input type="text" value="2150929"/>	<input type="text"/>
<input type="text" value="2206205"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

George M. Borababy

1/17/00

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 9, 1999, by **BROOKSHIRE BROTHERS, LTD.**, a Texas limited partnership ("Grantor"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a New York corporation ("GE Capital"), in its capacity as Collateral Agent ("Agent") for Lenders pursuant to the terms of that certain Collateral Agency and Intercreditor Agreement, dated as of the date hereof, among Agent, GE Capital, The Franklin Life Insurance Company, All American Life Insurance Company, The Old Line Life Insurance Company of America, Connecticut General Life Insurance Company, Life Insurance Company of North America and the other Lenders from time to time party thereto (as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agency and Intercreditor Agreement").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Grantor, Brookshire Brothers Beverage Corporation, a Texas Corporation ("Beverage" and, together with Grantor, "Borrower"), the other Credit Parties, GE Capital as agent thereunder (in such capacity, "Credit Agreement Agent") and GE Capital and the other Credit Agreement Lenders from time to time party thereto (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Credit Agreement Lenders have agreed to make the Loans on behalf of Borrower;

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of the date hereof, by and among Grantor, The Franklin Life Insurance Company, All American Life Insurance Company, The Old Line Life Insurance Company of America, Connecticut General Life Insurance Company, Life Insurance Company of North America and the other Purchasers from time to time party thereto (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Note Agreement"), Grantor has issued and Purchasers have purchased those certain 10.58% Senior Secured Notes of Grantor in an original aggregate amount of \$18,000,000 (collectively, the "Notes");

WHEREAS, Credit Agreement Agent and Credit Agreement Lenders are willing to enter into the Credit Agreement and the other Loan Documents and to make the Loans as provided for in the Credit Agreement and Purchasers are willing to enter into the Note Agreement and to purchase the Notes as provided for in the Note Agreement, but in each case only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself, Credit Agreement Agent and the ratable benefit of Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

Trademark Security Agreement
9132.113:86389

TRADEMARK
REEL: 002028 FRAME: 0872

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of itself, Credit Agreement Agent and Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, on behalf of itself, Credit Agreement Agent and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses against assignment to which it is a party including those referred to on Schedule I hereto;

(b) all renewals or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself, Credit Agreement Agent and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, 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.

BROOKSHIRE BROTHERS, LTD.,
as Grantor

By: **BROOKSHIRE BROTHERS**
MANAGEMENT, INC., its general partner

By: *Donny R. Johnson*
Donny R. Johnson
Chief Financial Officer and
Executive Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Agent

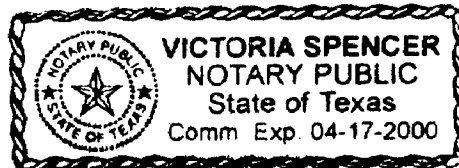
By: *John E. Hanley*
John E. Hanley
Senior Risk Manager

ACKNOWLEDGMENT OF GRANTOR

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 7th day of December, 1999 before me personally appeared Donny R. Johnson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Brookshire Brothers Management, Inc., in its capacity as general partner of Brookshire Brothers, Ltd., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Victoria Spencer
{seal} Notary Public



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Texas State Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
PUMP & SAVE	51,343	10/18/91
B&B FOOD	54,584	06/19/95

U.S. Federal Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
BUDGET CHOPPER	1,430,667	02/24/87
DINNER DESTINATIONS	2,206,207	11/24/98
DINNER DESTINATIONS & DESIGN	2,206,205	11/24/98
YOUR PASSPORT TO MEALS IN MINUTES	2,206,204	11/24/98
TOBACCO BARN	2,150,929	04/14/98

TRADEMARK APPLICATIONS

U.S. Federal Trademark Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
TOBACCO BARN	75/797,791	09/13/99

U.S. Federal Trademark Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
CELEBRATION FOODS Services: retail grocery store services.	75/662,629	03/18/1999

U.S. Federal Trademark Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
TOBACCO BARN	75/777,943	08/17/1999
Goods:	humidors	

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
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None