

10/22/02 RE
T

10-25-2002

Docket No.:



Tab settings

To the Honorable Commissioner of Patents &

102261202

and original documents or copy thereof.

1. Name of conveying party(ies):

TX.CC. Inc.
5950 Cedar Springs Rd., Suite 100
Dallas, Texas 75235

- Individual(s)
- General Partnership
- Corporation-State - Texas
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: Retail & Restaurant Growth Capital L.P.

Internal Address:

Street Address: 10000 Central Expressway, Suite 1060

City: Dallas State: TX ZIP: 75231

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership - Delaware
- Corporation-State
- Other

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 11, 1997

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,414,013

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Catherine Fancher

Internal Address: Vinson & Elkins L.L.P.

Street Address: 2001 Ross Ave., Ste. 3700

City: Dallas State: TX ZIP: 75201

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

10/25/2002 LMUELLER 00000032 2414013

DO NOT USE THIS SPACE

01 FC:8521

40.00 DP

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.

Catherine Fancher

Name of Person Signing

Cath. Fancher

Signature

10/17/02

Date

Total number of pages including cover sheet, attachments, and



TRADEMARK SECURITY AGREEMENT

WHEREAS, TX. C.C., Inc., a Texas corporation (the "Company"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, the Company and Retail & Restaurant Growth Capital, L.P., a Delaware limited partnership ("RRGC") are parties to that certain Loan Agreement dated as of September 11, 1997; and

WHEREAS, pursuant to the terms of that certain Pledge and Security Agreement dated as of September 11, 1997, executed by the Company in favor of the RRGc (as the same may be amended and in effect from time to time, the "Security Agreement"), the Company has granted to RRGc a security interest in substantially all the assets of the Company including, without limitation, all right, title and interest of the Company in, to and under all now owned and hereafter acquired Trademark (as defined in the Security Agreement), Trademark applications and Trademark Licenses (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment and performance of the Obligations (as therein defined);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Company does hereby assign to RRGc a continuing security interest in all of the Company's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in

Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to RRGC pursuant to the Security Agreement. The Company hereby acknowledges and affirms that the rights and remedies of RRGC 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.

[Signature page is the next following page.]

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 11th day of September, 1997.

TX. C.C., INC

By: 

Name: David Franklin

Its: Chief Executive Officer

Acknowledged:

RETAIL & RESTAURANT GROWTH CAPITAL, L.P.,

By: Retail & Restaurant Growth Partners, L.P.,
its General Partner

By: Retail & Restaurant Growth Management, Inc.,
its General Partner

By: 

Name: J. Eric Lawrence

Its: Executive Vice President

Signature Page

107913.5

TRADEMARK
REEL: 002604 FRAME: 0538

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF DALLAS

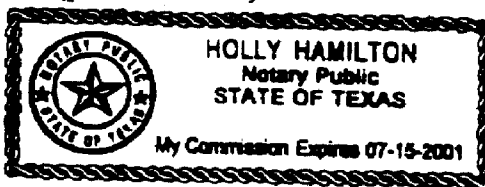
§

This instrument was acknowledged before me on September 11, 1997, by David Franklin, Chief Executive Officer of TX. C.C., Inc., a Texas corporation, on behalf of said corporation.

Holly Hamilton
Notary Public, State of Texas

(printed name)

My commission expires:



ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF DALLAS

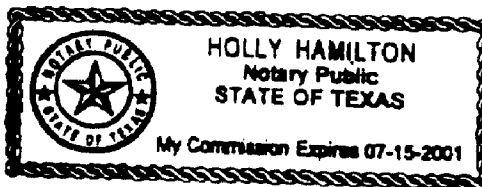
§

This instrument was acknowledged before me on September 11, 1997, by J. Eric Lawrence, Executive Vice President of Retail & Restaurant Growth Capital, L.P., a Delaware limited partnership, on behalf of said partnership.

Holly Hamilton
Notary Public, State of Texas

(printed name)

My commission expires:



Schedule 1
to Trademark
Security Agreement

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
TEXAS LAND & CATTLE COMPANY and Design	USA	1,872,059	January 3, 1995
TXLC	USA	1,938,790	November 28, 1995

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Date of Filing</u>
TEXAS LAND & CATTLE STEAKHOUSE	USA	75/135,301	July 17, 1996

TRADEMARK LICENSES

Trademark and License Agreement dated June 30, 1993 between TX. C.C., Inc. and TX. C.C. - Preston, L.P.

UNREGISTERED TRADEMARKS

None.