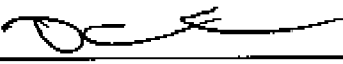


<div>Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)</div> <div>Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼</div>		<div>RECORDATION FORM COVER SHEET TRADEMARKS ONLY</div>		<div>U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office</div>	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<div>1. Name of conveying party(ies): BROOKSHIRE BROTHERS, LTD</div> <div><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</div> <div>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>			<div>2. Name and address of receiving party(ies) Name: GENERAL ELECTRIC CAPITAL CORPORATION Internal Address: _____ Street Address: 401 Meritt Seven, Second Floor City: Norwalk State: CT Zip: 06851</div> <div><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State Delaware <input type="checkbox"/> Other _____</div> <div>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>		
<div>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</div> <div>Execution Date: December 30, 2003</div>					
<div>4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78/268,190 _____</div> <div>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div>			<div>B. Trademark Registration No.(s) 1,430,667 _____</div>		
<div>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Darren Collins Internal Address: _____ _____ Street Address: 2001 Ross Ave., Suite 3000 _____ City: Dallas State: TX Zip: 75201</div>			<div>6. Total number of applications and registrations involved: 10</div> <div>7. Total fee (37 CFR 3.41).....\$ 265.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</div> <div>8. Deposit account number: 50-2816</div>		
<div>DO NOT USE THIS SPACE</div>					
<div>9. Signature. <div>Darren Collins  December 6 2004 Name of Person Signing Signature Date</div><div>Total number of pages including cover sheet, attachments, and document: 10</div></div>					

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$265.00 602816 78268190

CONTINUATION OF ITEM 4

<u>Applications</u>	<u>Registrations</u>
78/340,357	2,206,207
78/340,489	2,206,205
78/340,491	2,150,929
	2,387,671
	2,206,204

**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2003 by **BROOKSHIRE BROTHERS, LTD.**, a Texas limited partnership ("Grantor"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation ("GE Capital"), in its capacity as Agent ("Agent") for Lenders pursuant to the terms of the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement, dated as of the date hereof, by and among Grantor, Southern Pines Wine and Spirits, Inc., a Texas corporation ("Southern Pines"), Brookshire Brothers Beverage Corporation, a Texas corporation ("Beverage" and, together with Grantor and Southern Pines, "Borrower"), the other Credit Parties, Agent, and 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"), Lenders have agreed to make the Loans on behalf of Borrower;

WHEREAS, in connection with the Credit Agreement and the other Loan Documents, Grantor shall have executed and delivered to Agent, for itself 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");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of itself and Lenders, this Amended and Restated 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 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 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.

4. **AMENDMENT AND RESTATEMENT.** This Amended and Restated Trademark Security Agreement and the other Trademark Security Agreements are given in amendment, consolidation, restatement, renewal and extension (but not in novation, extinguishment or satisfaction) of the Trademark Security Agreements entered into in connection with the Original Agreement and the Restated Agreement (the "Original Agreement"). All liens and security interests securing payment of the obligations under the Original Agreement are hereby collectively renewed, extended, rearranged, ratified and brought forward as security for the payment and performance of the Secured Obligations.

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

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION,**
as Agent

By: Peter D. Biasi

Name: Peter DiBiasi

Title: Senior Risk Manager

SCHEDULE I
to
AMENDED AND RESTATED.
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONSTexas State Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
B & B Food (Texas)	5,458,417	June 19, 1995
Pump & Save (Texas)	5,134,317	October 18, 1991

U.S. Federal Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Budget Chopper	1,430,667	February 24, 1987
Dinner Destinations	2,206,207	November 24, 1998
Dinner Destinations & Design	2,206,205	November 24, 1998
Tobacco Barn	2,150,929	April 14, 1998
Tobacco Barn	2,387,671	September 19, 2000
Your Passport To Meals In Minutes	2,206,204	November 24, 1998

TRADEMARK APPLICATIONSTexas State Trademark Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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None.

U.S. Federal Trademark Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
FRESH HARVEST & Design	78/268,190	June 27, 2003
B & B EXPRESS & Design	78/340,357	December 12, 2003
SOUTHERN STAR & Design	78/340,489	December 13, 2003
TEXAS STAR & Design	78/340,491	December 13, 2003

TRADEMARK LICENSES

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

Exhibit of Registration and Applications

<u>Applications</u>	<u>Registrations</u>
78/268,190	1,430,667
78/340,357	2,206,207
78/340,489	2,206,205
78/340,491	2,150,929
	2,387,671
	2,206,204