

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

The Legacy Estate Group LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company

- Association
- Limited Partnership

Citizenship (see guidelines) California

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Laminar Direct Capital, L.P.
 Internal
 Address: Suite 500
 Street Address: 10000 Memorial Dr.
 City: Houston
 State: TX
 Country: U.S. Zip: 77024

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship Delaware
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 03/15/2005

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
see attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Cindy Y. Lee
 Internal Address: Vinson & Elkins L.L.P.
First City Tower
 Street Address: 1001 Fannin St., Suite 2300
 City: Houston
 State: TX Zip: 77002-6760
 Phone Number: 713-758-4730
 Fax Number: 713-615-5243
 Email Address: lptldocket@velaw.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____
 b. Deposit Account Number 22-0365 DES050/45002
 Authorized User Name Cindy Y. Lee

9. Signature:

3/16/05

Signature Date

Cindy Y. Lee

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$240.00 220365 1813969

Continuation of Item 4

Mark	Registration No.
BYRON	1,813,969
IO	2,404,768
ARROWOOD (and Design)	2,828,847
GRAND ARCHER	2,608,894
ARROWOOD	2,689,884
FREEMARK ABBEY	2,514,713
FREEMARK ABBEY	2,514,795
EDELWEIN GOLD	2,509,425
KEY TO THE ABBEY	2,590,658

**GRANT OF TRANCHE C
TRADEMARK SECURITY INTEREST**

WHEREAS, THE LEGACY ESTATE GROUP LLC, a California limited liability company (the "**Grantor**"), owns the Trademarks and Trademark applications listed on Schedule I annexed hereto; and

WHEREAS, reference is made to (a) that certain Tranche C Credit Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified and in effect from time to time, the "**Credit Agreement**"), among the Grantor, each of the lenders from time to time party thereto (the "**Lenders**"), and Laminar Direct Capital, L.P., as administrative agent (the "**Administrative Agent**"), pursuant to which the Lenders intend to make loans to the Borrower, in each case on the terms and conditions set forth in the Credit Agreement and (b) that certain Tranche C Pledge and Security Agreement, dated as of the date hereof (as may be amended, supplemented, amended and restated or otherwise modified and in effect from time to time, the "**Security Agreement**"), by and between the Grantor and the other grantors party thereto and the Administrative Agent, pursuant to which the Grantor has granted to the Administrative Agent, among other things, a lien on and security interest in all right, title, and interest of the Grantor in the Grantor's Trademarks (as defined in the Security Agreement) to secure the payment of all amounts owing under the Credit Agreement and the Loan Documents (as defined in the Credit Agreement); and

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, subject to the terms and conditions of the Security Agreement, the Grantor does hereby grant to the Administrative Agent a lien on and security interest in all of the Grantor's right, title, and interest in, to, and under the following, whether presently existing or hereafter arising or acquired (all of which being hereinafter collectively referred to as the "**Trademark Collateral**"):

(a) each Trademark and each application for registration of Trademarks owned by the Grantor, including, without limitation, each Trademark registration and Trademark application referred to in Schedule I annexed hereto;

(b) each interest in a Trademark License held by the Grantor, including, without limitation, each Trademark License listed on Schedule I annexed hereto;

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, or future infringement or other unauthorized use of any Trademark, including, without limitation, any Trademark referred to in Schedule I annexed hereto, and for any Trademark License, including, without limitation, any Trademark License listed on Schedule I annexed hereto including the right to sue for and collect same for

Administrative Agent's own use and enjoyment and the enjoyment of its successors, assigns, Affiliates and other legal representatives;

(d) all unregistered Trademarks owned by the Grantor; and

(e) the entire goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks.

In order to secure the due repayment of the Secured Obligations (as defined in the Security Agreement), the Grantor, pursuant to the Security Agreement, has granted to the Administrative Agent a security interest in all of its right, title, and interest in the Trademark Collateral. The Grantor acknowledges receipt of a copy of the Security Agreement and hereby consents to all of the terms thereof, including the exercise by the Administrative Agent of the rights and powers assigned to the Administrative Agent under, or as set forth in, the Security Agreement and the other Loan Documents (as defined in the Credit Agreement). Grantor unconditionally and irrevocably agrees to pay directly to the Administrative Agent, or require the direct payment to the Administrative Agent of, any payment due or to become due to the Lenders under the Loan Documents to the Administrative Agent in accordance with the Loan Documents.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks, Trademark registrations and applications, and Trademark Licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 15th day of March, 2005.

THE LEGACY ESTATE GROUP LLC

By: K. Calvin Sidhu
Name: K. Calvin Sidhu
Title: Chief Executive Officer

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Francisco)

On 3/9, 2005, before me, Judy Hicks, personally appeared K. Calvin Sidhu, Chief Executive Officer of The Legacy Estate Group LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Judy Hicks
Notary Public



**Schedule 1
Trademarks**

Mark	Registration No.	Registered Date
BYRON	1,813,969	Registered December 28, 1993
IO	2,404,768	Registered November 14, 2000
ARROWOOD (and Design)	2,828,847	Registered April 6, 2004
GRAND ARCHER	2,608,894	Registered August 20, 2002
ARROWOOD	2,689,884	Registered February 25, 2003
FREEMARK ABBEY	2,514,713	Registered December 4, 2001
FREEMARK ABBEY	2,514,795	Registered December 4, 2001
EDELWEIN GOLD	2,509,425	Registered November 20, 2001
KEY TO THE ABBEY	2,590,658	Registered July 9, 2002