

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Luckenbach Texas, Inc.		01/01/2006	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Anne-Marie Morgan		
Street Address:	503 E. Schubert		
City:	Fredericksburg		
State/Country:	TEXAS		
Postal Code:	78624		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	John Kenneth Morgan		
Street Address:	503 E. Schubert		
City:	Fredericksburg		
State/Country:	TEXAS		
Postal Code:	78624		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	John Kenneth Morgan		
Street Address:	503 E. Schubert		
City:	Fredericksburg		
State/Country:	TEXAS		
Postal Code:	78624		
Entity Type:	TRUSTEE: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1188120	LUCKENBACH	
Registration Number:	2866946	LUCKENBACH	

CH \$65.00 1188120

CORRESPONDENCE DATA

Fax Number: (512)685-3402
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 5123818092
Email: alagrone@dbcslaw.com
Correspondent Name: Brian S. Johnson
Address Line 1: 700 Lavaca, Suite 1300
Address Line 4: Austin, TEXAS 78701

ATTORNEY DOCKET NUMBER:	936-1
NAME OF SUBMITTER:	Brian S. Johnson
Signature:	/Brian S. Johnson/
Date:	06/09/2006

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated to be effective as of January 1, 2006, is made by **LUCKENBACH TEXAS, INC.**, a Texas corporation ("Borrower"), in favor of **ANNE-MARIE MORGAN, JOHN KENNETH MORGAN AND JOHN KENNETH MORGAN, TRUSTEE** (collectively, "Secured Party"), with reference to the following:

WHEREAS, pursuant to a Promissory Note of even date herewith (the "Note") in the original principal amount of \$168,943.81 executed by Borrower, as borrower, and made payable to the Secured Party, as lender, Secured Party has advanced money to Borrower (the "Loan") in the amount and manner set forth in the Note and

WHEREAS, Secured Party is willing to make the Loan to Borrower, but only upon the condition, among others, that Borrower shall grant to Secured Party a security interest in a portion of the Borrower's intellectual property.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Borrower hereby agrees in favor of Secured Party as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Note. As used in this Agreement, the following terms shall have the following meanings:

"Agreement" has the meaning ascribed to such term in the preamble hereto.

"Borrower" has the meaning ascribed to such term in the recitals to this Agreement.

"Event of Default" means any Event of Default under the Note or any other loan document relating thereto.

"Note" has the meaning ascribed to such term in the recitals to this Agreement.

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including "proceeds" as such term is defined in the UCC, and all proceeds of proceeds.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

"Secured Obligations" means, with respect to Borrower, all liabilities, obligations, or undertakings owing by Borrower to the Secured Party of any kind or description

arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Note or this Agreement.

“Secured Party” has the meaning ascribed to such term in the preamble to this Agreement, and includes its successors and assigns.

“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of Texas.

“United States” and “U.S.” each mean the United States of America.

“U.S. Trademarks” means Trademarks registered or used in the United States.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the term “including” is not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references are to this Agreement unless otherwise specified. All of the exhibits or schedules attached to this Agreement shall be deemed incorporated herein by reference. The captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, Borrower hereby grants, assigns, transfers and conveys to Secured Party a continuing security interest in all of Borrower’s right, title and interest in and to the property described hereinbelow (collectively, the “Trademark Collateral”):

(i) the federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, identified on Schedule A hereto, and the right (but not the obligation) to register claims under any federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in Borrower’s name or in the name of Secured Party for past, present or

future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the “Trademarks”);

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Borrower’s business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Borrower hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 13.

(c) Licenses. Borrower may grant licenses of the Trademark Collateral.

3. Further Assurances; Appointment of Secured Party as Attorney-in-Fact. Borrower at its expense shall execute and deliver, or cause to be executed and delivered, to Secured Party any and all documents and instruments, in form and substance reasonably satisfactory to Secured Party, and take any and all action, which Secured Party, in the exercise of its discretion, may request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in the Trademark Collateral held by Secured Party and to accomplish the purposes of this Agreement.

4. Representations and Warranties. Borrower represents and warrants to Secured Party, in each case to the best of its knowledge, information, and belief, as follows:

(a) Trademarks Subsisting. Each of Borrower’s U.S. Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Borrower’s knowledge, each of the U.S. Trademarks set forth on Schedule A is valid and enforceable.

(b) Ownership of Trademark Collateral; No Violation. (i) Borrower has rights in and good and defensible title to the Trademark Collateral.

(c) No Infringement. To the best of Borrower’s knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present, and contemplated future use of the Trademark Collateral by Borrower has not, does not and will not infringe upon or violate any right, privilege, or license arrangement of or with any other Person or give such Person the right to terminate any such license arrangement.

(d) Powers. Borrower has the unqualified right, power and authority to pledge and to grant to Secured Party security interests in the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms

of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Events of Default. The occurrence of any "Event of Default" under the Note, or a material breach by Borrower of its obligations hereunder, shall constitute an Event of Default under this Agreement.

6. Remedies. From and after the occurrence and during the continuation of an Event of Default, Secured Party shall have all rights and remedies available to it under the Note and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Borrower hereby agrees that such rights and remedies include the right of Secured Party as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to the UCC. Borrower hereby agrees that Secured Party shall at all times have such royalty-free licenses, to the extent permitted by law, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Secured Party's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Borrower in which Secured Party has a security interest. In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right but shall in no way be obligated to bring suit, or to take such other action as Secured Party, in the exercise of its discretion, deems necessary, in the name of Borrower or Secured Party, to enforce or protect any of the Trademark Collateral, in which event Borrower shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party necessary to such enforcement. To the extent that Secured Party shall elect not to bring suit to enforce such Trademark Collateral, Borrower, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Borrower and Secured Party and their respective successors and assigns.

8. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Note.

9. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, except to the extent that the validity or perfection of the security interests hereunder in respect of the Trademark Collateral are governed by federal law, in which case such choice of Texas law shall not be deemed to deprive Secured Party of such rights and remedies as may be available under federal law.

10. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and

communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement.

11. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

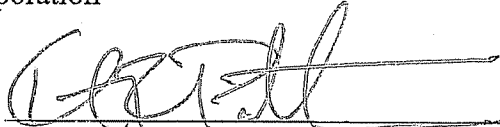
12. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

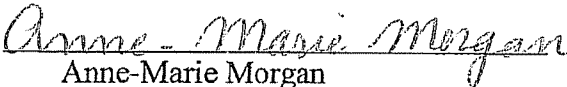
13. Termination. Upon the payment and performance in full in cash of the Secured Obligations, this Agreement shall terminate, and Secured Party shall execute and deliver such documents and instruments and take such further action reasonably requested by Borrower, at Borrower's expense, as shall be necessary to evidence termination of the security interest granted by Borrower to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

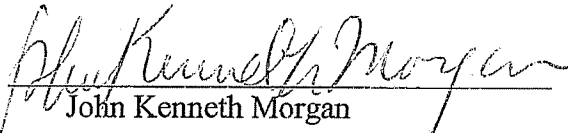
[Signature page follows]

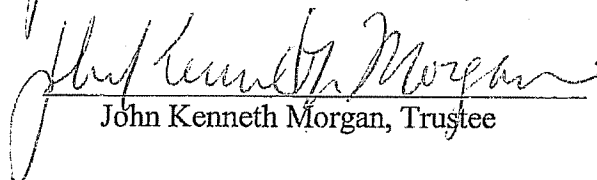
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

LUCKENBACH TEXAS, INC., a Texas
corporation

By: 
Kit R. Patterson, President

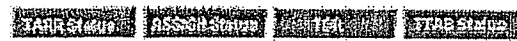

Anne-Marie Morgan


John Kenneth Morgan


John Kenneth Morgan, Trustee

SCHEDULE A

U.S. Trademarks Pledged by Borrower

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Word Mark	LUCKENBACH
Goods and Services	IC 010, US 001 002 003 022 041, G & S: Leather purses. FIRST USE: 19710000. FIRST USE IN COMMERCE: 19710000
	IC 021, US 002 013 023 024 033 032 040 050, G & S: Coffee mugs; wood eating boards; wood spoons; leather coasters. FIRST USE: 19710000. FIRST USE IN COMMERCE: 19710000
	IC 025, US 022 039, G & S: T-shirts, including embroidered T-shirts; handkerchiefs; denim jacket; denim shirts; cowboy hats and ball caps. FIRST USE: 19710000. FIRST USE IN COMMERCE: 19710000
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	25.17.03 - Bands, curved; Bars, curved; Curved (leaf) bands; or bars; Lines, curved 25.17.13 - Letters or words undelimited and/or accented by dots or more strokes or lines; Overlined words or letters; Undelimited words or letters
Serial Number	78517265
Filing Date	October 22, 2003
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	May 4, 2004
Registration Number	2850046
Registration Date	July 27, 2004
Owner	(REGISTRANT) Luckenbach, Texas, Inc. CORPORATION TEXAS 412 Luckenbach Loop Fredericksburg TEXAS 78924
Attorney of Record	Gale R. Paterson
Prior Registrations	1108120;2162949;2759768
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

~~TESS~~ ~~SEARCH~~ ~~RESULTS~~ ~~LINKS~~ (Use the "Back" button of the Internet Browser to return to TESS)

Typed Drawing

Word Mark LUCKENBACH
Goods and Services IC 041, US 167, G & S: Entertainment Services-Name, Sponsoring, Promoting and Conducting Social Events, Festivals, Dinners, Contests, Conventions and the Like. FIRST USE: 19711988. FIRST USE IN COMMERCE: 19711000

Mark Drawing Code (1) TYPED DRAWINGS

Design Search Code

Serial Number 7317753P

Filing Date July 13, 1978

Current Filing Basis 1A

Original Filing Basis 1A

Published for Opposition November 3, 1981

Registration Number 1188120

Registration Date January 28, 1982

Owner (REGISTRANT) Luckenbach, Texas, Inc. CORPORATION TEXAS 412 Luckenbach Loop Fradrichsburg TEXAS 78624

Attorney of Record GALE R. PETERSON

Type of Mark SERVICE MARK

Register PRINCIPAL-2(F)

Affidavit Text SECT 15, SECT 8 (8-YR), SECTION 9(13-YR) 2820314

Renewal 1ST RENEWAL 28020314

Live/Dead Indicator LIVE