

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lone Star Steakhouse & Saloon, Inc.		12/13/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	LSF5 Cactus, LLC
<b>Street Address:</b>	224 East Douglas, Suite 700
<b>City:</b>	Wichita
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	67202
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark
Serial Number:	75883253	LONE STAR
Serial Number:	75883254	LONE STAR
Registration Number:	2596707	LONE STAR
Registration Number:	2596706	LONE STAR
Serial Number:	78691561	LONE STAR BARBECUE & STEAKHOUSE
Serial Number:	78663685	LONE STAR BBQ & STEAKHOUSE
Registration Number:	1155907	LONE STAR CAFE
Registration Number:	2992300	ART FOR YOUR PALATE
Registration Number:	1731247	LONE STAR STEAKHOUSE & SALOON
Registration Number:	2997691	LONE STAR STEAKHOUSE & SALOON
Registration Number:	2229771	LONE STAR STEAKHOUSE & SALOON
Serial Number:	78691550	LONE STAR TAKE AWAY
Serial Number:	78676586	LONE STAR TAKE AWAY

CH \$665.00 75883253

Serial Number:	78295147	OIL BARON MARGARITA
Registration Number:	2874975	OIL BARON RITA
Registration Number:	1647802	PANCHO AND LEFTY'S
Registration Number:	2513625	ROSITA'S FILET
Registration Number:	2093759	SWEET BOURBON SALMON
Registration Number:	2583856	TEXAS ROSE
Registration Number:	2631794	THE LONE STAR STATE OF MIND
Registration Number:	2054042	WICKED BURRITO
Registration Number:	1973484	WICKED BURRITO
Registration Number:	2401261	HAVANA DEE'S CIGAR LOUNGE
Registration Number:	2398985	HAVANA DEE'S CIGAR LOUNGE
Registration Number:	2396819	HAVANA DEE'S
Registration Number:	2398984	HAVANA DEE'S

**CORRESPONDENCE DATA**

Fax Number: (214)855-4300  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2148554500  
Email: jmuennink@jenkens.com  
Correspondent Name: Cathryn A. Berryman  
Address Line 1: 1445 Ross Avenue, Suite 3700  
Address Line 4: Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER:	32970-00479
NAME OF SUBMITTER:	Cathryn A. Berryman
Signature:	/Cathryn A. Berryman/
Date:	12/20/2006

Total Attachments: 10  
source=32970 lone star assgn#page1.tif  
source=32970 lone star assgn#page2.tif  
source=32970 lone star assgn#page3.tif  
source=32970 lone star assgn#page4.tif  
source=32970 lone star assgn#page5.tif  
source=32970 lone star assgn#page6.tif  
source=32970 lone star assgn#page7.tif  
source=32970 lone star assgn#page8.tif  
source=32970 lone star assgn#page9.tif  
source=32970 lone star assgn#page10.tif

## ASSIGNMENT

This Assignment is made and entered into effective as of December 13 2006 (the "Effective Date") by Lone Star Steakhouse & Saloon, Inc., a Delaware corporation having its principal offices at 224 East Douglas, Suite 700, Wichita, Kansas 67202 ("Assignor"), and LSF5 Cactus, LLC, a Delaware limited liability company with principal offices at 224 East Douglas, Suite 700, Wichita, Kansas 67202 ("Assignee").

WHEREAS, Assignor is the registrant, applicant and/or owner of record of certain trademarks and trademark applications set forth in Schedule 1 (collectively, the "Trademarks"), and certain copyright and copyright registration set forth in Schedule 1 (the "Copyright") and

WHEREAS, as of the Effective Date, Assignee is the subsidiary of Assignor and the successor to the entire portion of Assignor's business to which the Trademarks and Copyright pertain, which business is ongoing and existing; and

WHEREAS, Assignor has agreed to transfer all of its ownership interests in and to the Trademarks and Copyright to Assignee, and Assignee has agreed to accept such Trademarks and Copyrights on the terms and conditions contained therein; and

WHEREAS, in light of the foregoing, the parties acknowledge that this Assignment is intended to effectuate a full and complete assignment by Assignor to Assignee of all rights in and to the Trademarks and Copyright.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers unto Assignee, its successors, assigns and legal representatives, the entire right, title and interest in the Trademarks and Copyright, including domestic and foreign rights, including without limitation: (i) all goodwill of the entire portion of Assignor's business to which the Trademarks pertain; (ii) any and all copyrights and trademarks and all and all applications, registrations or certificates or renewals that may be issued or granted therefor; (iii) all income, royalties, damages and payments now or hereafter due or payable in respect to the Trademarks and Copyright; (iv) all causes of action, either in law or in equity, for damages for past, present or future infringement of the Trademarks and Copyright, throughout the entire world; and (v) the right throughout the world to file applications and/or renewals and obtain copyright and trademarks registrations in the Trademarks and Copyright in Assignee's own name throughout the world, including, without limitation, all rights of priority.

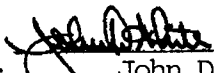
Assignor represents and warrants to Assignee that: (i) it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware; and (ii) it has the full right, power and authority to enter into this Assignment and grant the rights granted in this Assignment.

Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other agreements, documents or instruments in connection therewith necessary or appropriate to perfect such rights, title and interest assigned hereby in Assignee, its successors, assigns and legal representatives.

Assignor hereby agrees to communicate to Assignee, and its successors, assigns and legal representatives, any facts known to Assignor respecting the Trademarks and Copyright; and, at the expense of Assignee, to testify in any legal proceedings, sign all lawful agreements, documents or instruments, make all lawful oaths and generally do everything possible to vest title in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce its rights under the Trademarks and Copyright.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the Effective Date.

LONE STAR STEAKHOUSE & SALOON, INC.,  
a Delaware corporation

By:   
Name: John D. White  
Title: Executive Vice President

LSF5 Cactus, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Assignor hereby agrees to communicate to Assignee, and its successors, assigns and legal representatives, any facts known to Assignor respecting the Trademarks and Copyright; and, at the expense of Assignee, to testify in any legal proceedings, sign all lawful agreements, documents or instruments, make all lawful oaths and generally do everything possible to vest title in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce its rights under the Trademarks and Copyright.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the Effective Date.

LONE STAR STEAKHOUSE & SALOON, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LSF5 Cactus, LLC,  
a Delaware limited liability company





By: Marc L. Lipsky  
Name: Marc L. Lipsky  
Title: Vice President



SCHEDULE 1

Copyright

Owner of Record	Title	Registration No.	Registration Date
Lone Star Steakhouse & Saloon, Inc.	Collected Lone Star Steakhouse radio spots : vol. 1, 1991	TXu545504	11/17/1992

Trademarks

Mark	Country/State	Filing Date	Serial No.	Reg. Date	Reg. No.
LONE STAR	U.S.A.	12/29/99	75/883,253		
	U.S.A.	12/29/99	75/883,254		
LONE STAR	U.S.A.	12/29/99	75/883,256	07/23/02	2,596,707
	U.S.A.	12/29/99	75/883,255	07/23/02	2,596,706
LONE STAR BARBECUE & STEAKHOUSE	U.S.A.	08/12/05	78/691,561		
LONE STAR BBQ & STEAKHOUSE	U.S.A.	07/05/05	78/663,685		
	U.S.A.	09/18/78	74/185,882	05/26/81	1,155,907
LONE STAR STEAKHOUSE & SALOON	U.S.A.	07/02/04	78/445,281	09/06/05	2,992,300
	U.S.A.	02/21/92	74/248,262	11/10/92	1,731,247
LONE STAR STEAKHOUSE & SALOON	U.S.A.	07/02/04	78/445,215	09/20/05	2,997,691



Mark	Country/State	Filing Date	Serial No.	Reg. Date	Reg. No.
	U.S.A.	02/21/92	74/248,299	03/09/99	2,229,771
LONE STAR TAKE AWAY	U.S.A.	08/12/05	78/691,550		
	U.S.A.	07/22/05	78/676,586		
OIL BARON MARGARITA	U.S.A.	09/02/03	78/295,147		
OIL BARON RITA	U.S.A.	09/02/03	78/295,141	08/17/04	2,874,975
PANCHO AND LEFTY'S	U.S.A.	03/14/90	74/038,399	06/11/91	1,647,802
ROSITA'S FILET	U.S.A.	08/14/96	75/149,976	12/04/01	2,513,625
SWEET BOURBON SALMON	U.S.A.	11/16/94	74/599,398	09/02/97	2,093,759
TEXAS ROSE	U.S.A.	10/25/00	78/032,333	06/18/02	2,583,856
THE LONE STAR STATE OF MIND	U.S.A.	03/17/01	78/053,679	10/08/02	2,631,794
WICKED BURRITO	U.S.A.	08/07/95	74/711,736	04/22/97	2,054,042
LONE STAR STEAKS	U.S.A./ Georgia			03/26/1992	S-11519
LONE STAR STEAKS	U.S.A./ Georgia			03/26/1992	S-11520
WICKED BURRITO (in Class 30)	U.S.A.	10/27/1994	74/591102	05/07/1996	1,973,484
LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	Angola	06/22/2000	8508	07/23/2004	8508
LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	Australia	03/18/1992	574673	06/27/1994	A574673
LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	Australia	03/18/1992	574672	03/08/1995	A574672
LONE STAR STEAKHOUSE & SALOON & HAT DESIGN	Australia	06/04/1996	710032	06/10/1997	710032
TEXAS STAR STEAKHOUSE & SALOON	Australia	05/01/1998	761106	12/18/1998	761106


Mark	Country/State	Filing Date	Serial No.	Reg. Date	Reg. No.
ROSITA'S FILET	Australia	11/16/1999	813981	02/26/2002	813981
LONE STAR & STAR DESIGN & TAKEAWAY (STYLIZED)	Australia	11/17/1999	813982	12/01/2000	813982
LONE STAR & STAR DESIGN	Australia	11/17/1999	813983	12/01/2000	813983
LONE STAR STEAKHOUSE & SALOON	Australia	03/10/1990	BN4815026	03/10/1990	BN4815026
LONE STAR CANTINA & STAR DESIGN	Australia	07/25/1990	538719	04/20/1993	A538719
LONE STAR CANTINA BIGGER THAN TEXAS & DESIGN	Australia	07/25/1990	538713	05/19/1993	A538713
LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	Community	05/17/2004	003842028	09/12/2005	003842028
LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	Costa Rica	05/12/2004	2004 _____	01/10/2005	150841
LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	Finland	05/24/1995	3141/95	04/30/1996	200168
LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	Great Britain	04/21/1994	1569506	10/13/1995	1569506
LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	Guatemala	05/03/1994	02881	09/01/1998	91767
LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	Hong Kong	08/13/1992	14498/92	04/19/1995	3103/95
LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	Indonesia	05/07/2003	J0020031132	04/22/2004	IDM000005616
LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	Ireland	05/23/1995	95/3538	05/23/1995	169638
LONE STAR STEAKHOUSE &	Ireland	07/01/1996	94/2302	04/17/1998	200192



Mark	Country/State	Filing Date	Serial No.	Reg. Date	Reg. No.
SALOON & STAR DESIGN					
LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	Japan	09/24/1992	214192/1992	08/28/1998	4182161
LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	Japan	09/24/1992	214193/1992	01/31/1996	3112073
LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	Macao	03/02/1995	14545-M	01/10/1996	14.545-M
LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	Macao	05/30/1995	14907-M	03/04/1996	14907-M
LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	Malaysia	02/24/1999	99/01479	09/26/2002	99/01479
LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	Malaysia	03/29/1994	94/02345	04/07/1997	94/02345
LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	Mexico	03/30/2004	649716	12/15/2004	863757
TEXAS STAR STEAKHOUSE & SALOON	New Zealand	01/10/2005	723735	07/14/2005	723735
LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	Norway	05/22/1995	95.3191	04/18/1996	172509
LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	Norway	09/18/1995	95.5754	11/07/1996	177843
LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	Portugal	05/30/1995	310414	05/17/1996	310414

Mark	Country/State	Filing Date	Serial No.	Reg. Date	Reg. No.
LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	Singapore	03/17/1992	1870/92	03/17/1992	T92/01870D
LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	South Korea	07/07/1995	95-6807	04/25/1997	035699
LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	Sweden	05/23/1995	95-06090	03/01/1996	309467
LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	Switzerland	01/13/2005	50265/2005	02/22/2005	530889
LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	Taiwan	10/12/1992	(81)50979	11/16/1993	067010
LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	Thailand	07/02/1992	230232	10/25/1993	TM6140
LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	Thailand	07/02/1992	230233	04/25/1994	SM891
LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	Vietnam	04/21/2004	4-2004- 03652	07/27/2005	65210

Mark	Country/State	Filing Date	Serial No.	Registration Date	Registration No.
HAVANA DEE'S CIGAR LOUNGE	U.S.A.	06/26/98	75/509,274	11/07/00	2,401,261
 HAVANA DEE'S CIGAR LOUNGE	U.S.A.	06/26/98	75/509,249	10/31/00	2,398,985
 HAVANA DEE'S	U.S.A.	06/26/98	75/509,598	10/24/00	2,396,819
HAVANA DEE'S	U.S.A.	06/26/98	75/509,236	10/31/00	2,398,984

Mark	Country/State	Filing Date	Serial No.	Registration Date	Registration No.
FRANKIE'S ITALIAN GRILLE	U.S.A.	07/22/94	74/552,494	01/16/96	1,949,689
	U.S.A.	02/23/2006	78/821,812		