

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
SV Hardin House Limited Partnership		01/11/2007	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	John Hancock Life Insurance Company		
Street Address:	197 Clarendon Street		
Internal Address:	C-3		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2498063	HL HARDIN HOUSE SINCE 1937	
Registration Number:	2503809	H	
Registration Number:	2509302	HARDIN HOUSE	
CORRESPONDENCE DATA			
Fax Number:	(214)969-1751		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-969-1700		
Email:	deborah.lively@tklaw.com, remy.mcelroy@tklaw.com		
Correspondent Name:	Deborah L. Lively		
Address Line 1:	1700 Pacific Avenue		
Address Line 2:	Suite 3300		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	507603.000032		

CH \$90.00 2498063

NAME OF SUBMITTER:	Remy McElroy Davis
Signature:	/Remy McElroy Davis/
Date:	01/23/2007
Total Attachments: 6 source=Security Agreement#page1.tif source=Security Agreement#page2.tif source=Security Agreement#page3.tif source=Security Agreement#page4.tif source=Security Agreement#page5.tif source=Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, SV Hardin House Limited Partnership, a Texas limited partnership (herein called "Hardin House") owns certain "Trademarks" (as defined below) and is a party to certain "Trademark Licenses" (as defined below); and

WHEREAS, John Hancock Life Insurance Company, a Massachusetts corporation ("Grantee") has made a loan (the "Loan") to SV Hardin RealCo Limited Partnership, a Texas limited partnership ("Borrower"), evidenced by that certain Deed of Trust Note, executed by Borrower, dated of even date herewith, in the original principal amount of \$7,800,000 (the "Note") and secured by that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement dated of even date herewith, executed by Borrower for the benefit of Lender (the "Deed of Trust"); and

WHEREAS, SV Hardin OpCo Limited Partnership ("OpCo") has a license to use the Trademarks in connection with a private dormitory for female students in Austin, Texas known as Hardin House;

WHEREAS, Hardin House and OpCo are hereinafter collectively called "Grantor"; and

WHEREAS, Hardin House owns partnership interests in Borrower, OpCo is an affiliate of Borrower, and Grantor will receive direct benefit from the making of the Loan and the execution of this Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure the "Indebtedness" (as defined in the Deed of Trust), Grantor does hereby grant to Grantee a continuing security interest in all of the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(b) each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, and all rights and benefits of Grantor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

As used herein:

“Trademark License” means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including without limitation the agreements identified on Schedule 1 attached hereto and incorporated herein.

“Trademarks” means all of the following: (a) all trademarks (both registered and common law), trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs (including, without limitation, those described in Schedule 1 attached hereto and incorporated herein), and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including, without limitation, those described in Schedule 1 attached hereto and incorporated herein, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee’s discretion, so long as any “Event of Default” (as defined in the Deed of Trust) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

This security interest in the Trademark Collateral is granted in conjunction with the security interests granted to Grantee by Borrower pursuant to the Deed of Trust. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are subject to the terms set forth in the Deed of Trust, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of the Deed of Trust and the terms and conditions of this Trademark Security Agreement, the terms and conditions of the Deed of Trust shall prevail.

Grantor hereby authorizes Grantee to file financing statements in order to create, perfect, preserve and continue the security interest(s) herein granted.

If an Event of Default shall occur, Grantee, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Trademark Collateral or any part thereof, and to take such other measures as Grantee may deem necessary for the care, protection and preservation of the Trademark Collateral. Upon request or demand of Grantee, Grantee shall at its expense assemble the Trademark Collateral and make it available to Grantee at a convenient place acceptable to Grantee. Grantor shall pay to Grantee on demand any and all reasonable expenses, including legal expenses and reasonable attorneys' fees and disbursements, incurred or paid by Grantee in protecting its interest in the Trademark Collateral and in enforcing its rights hereunder with respect to the Trademark Collateral. Any notice of sale, disposition or other intended action by Grantor with respect to the Trademark Collateral sent to Grantor at least ten (10) days prior to such sale, disposition or action shall constitute reasonable notice to Grantor. The proceeds of any disposition of the Trademark Collateral, or any part thereof, may be applied by Grantee to the payment of the Indebtedness in such priority and proportions as Grantee in its discretion shall deem proper.

Grantor shall notify Grantee of any change in name, identity or structure of Grantor and shall promptly execute, file and record, at its sole cost and expense, such Uniform Commercial Code forms as are necessary to maintain the priority of the lien of Grantee upon and security interest in the Trademark Collateral. In addition, Grantor shall promptly execute, file and record such additional Uniform Commercial Code forms or continuation statements as Grantee shall deem necessary and shall pay all expenses and fees in connection with the filing and recording thereof. Grantor hereby grants to Grantee an irrevocable power of attorney, coupled with an interest, to file with the appropriate public office on its behalf any financing or other statements signed only by Grantee, as secured party, in connection with the Trademark Collateral.

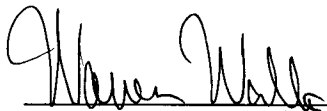
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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 17th day of January, 2007.

SV Hardin House Limited Partnership, a Texas limited partnership

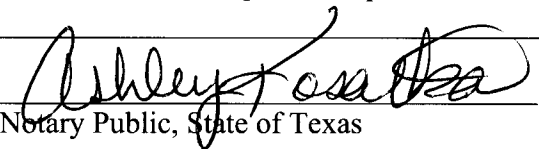
By: SV Hardin GP, LLC, a Texas limited liability company, its manager

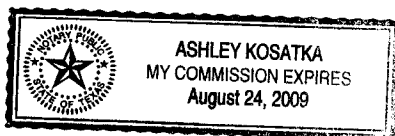
By: SIVE Commercial Inc., a Texas corporation, its general partner

By: 
Name: Warren Walters - Vice President
Title: _____

STATE OF TEXAS §
COUNTY OF Travis §

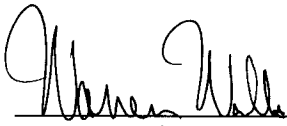
This instrument was acknowledged before me on January 17, 2007, by Warren Walters, Vice President of SIVE Commercial, Inc., a Texas corporation, on behalf of said corporation in its capacity as general partner of SV Hardin GP, LLC, a Texas limited liability company, in its capacity as manager of SV HARDIN HOUSE LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of said limited partnership.

My Commission Expires: <u>Aug. 24, 2009</u>	<u></u> Notary Public, State of Texas
	<u>Ashley Kosatka</u> Printed/Typed Name of Notary



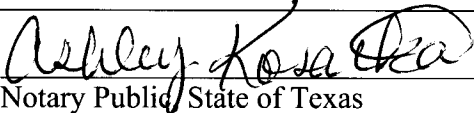
SV OpCo Limited Partnership, a Texas limited partnership

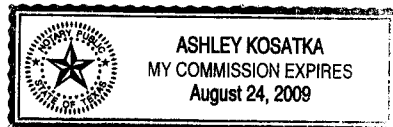
By: SIVE Commercial Inc., a Texas corporation, its general partner

By: 
Warren Walters
Vice President

STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on January 11, 2007, by Warren Walters, Vice President of SIVE Commercial, Inc., a Texas corporation, on behalf of said corporation in its capacity as general partner of SV OPCO LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of said limited partnership.

My Commission Expires: <u>Aug. 24, 2009</u>	<u></u> Notary Public, State of Texas
	<u>Ashley Kosatka</u> Printed/Typed Name of Notary



Schedule 1
to Trademark
Security Agreement

U.S. TRADEMARKS, TRADEMARK REGISTRATIONS
AND TRADEMARK APPLICATIONS

U.S. Trademarks and Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
HL Hardin House Since 1937	2498063	10/16/2001
H & Design	2503809	11/06/2001
Hardin House	2509302	11/20/2001