

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cucos Inc.		05/20/2002	CORPORATION: LOUISIANA
RECEIVING PARTY DATA			
Name:	Banner Management Inc.		
Doing Business As:	DBA Cucos		
Street Address:	4950 Keller Springs Road		
Internal Address:	Suite 220		
City:	Addison		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1509612	CUCOS	
CORRESPONDENCE DATA			
Fax Number:	(972)789-9538		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	972-789-1890		
Email:	sjordan@rwestinc.com		
Correspondent Name:	Skip Jordan		
Address Line 1:	4950 Keller Springs Road		
Address Line 2:	Suite 220		
Address Line 4:	Addison, TEXAS 75001		
NAME OF SUBMITTER:	Melanie Clark		
Signature:	/Melanie Clark/		

OP \$40.00 1509612

Date:

02/21/2007

Total Attachments: 26

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

THE ACLC BUSINESS LOAN * CIV. NO. 02-1321
RECEIVABLES TRUST 1998-1,
THROUGH DELAWARE TRUST CAPITAL *
MANAGEMENT, INC., AS OWNER TRUSTEE, *
AND WELLS FARGO BANK, *
MINNESOTA, N.A., AS INDENTURE TRUSTEE, *
ACTING THROUGH THEIR AGENT, * SECTION "C"
AMRESKO COMMERCIAL FINANCE, INC., *
Plaintiff *

versus * MAGISTRATE 1

CUCOS, INC., *
Defendant *
* * * * *

MARSHAL'S ACT OF SALE

Be it known, that I, Theophile Duroncelet, U.S. Marshal, United States District Court for the Eastern District of Louisiana, acting pursuant to a writ of execution issued by the United States District Court for the Eastern District of Louisiana in suit no. 02-1321, entitled "The ACLC Business Loan Receivables Trust 1998-1, Through Delaware Trust Capital Management, Inc., as Owner Trustee,

and Wells Fargo Bank, Minnesota, N.A., as Indenture Trustee, Acting Through Their Agent, Amresco Commercial Finance, Inc., versus Cucos, Inc.," issued on May 6, 2002, seized the following described property belonging to the Defendant, Cucos, Inc. on the 20th day of May, 2002:

THE JEFFERSON-GRETNA LEASEHOLD PROPERTY

The leasehold interest of Cucos, Inc., created by the Jefferson-Gretna Ground Lease ("Jefferson-Gretna Ground Lease") and all amendments thereto, which covers the following real property located in Jefferson Parish, State of Louisiana (the "Jefferson-Gretna Premises"):

ONE CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining situated in the State of Louisiana, PARISH OF JEFFERSON, located in OAKDALE PLANTATION, being a portion of Section 30, Township 14 South, Range 24 East, Southeast Land District, West of the Mississippi River, according to a survey prepared by J.J. Krebs & Sons, Inc., Civil Engineers and Surveyors, dated December 15, 1978, approved by the Jefferson Parish Council under date of February 7, 1979, registered in COB 950, folio 781, Entry No. 863-261, revised March 22, 1979, further revised February 11, 1980, and according to which said lot is described as LOT J-2 and measures as follows:

LOT J-2 commences at the intersection of the Easterly right of way line of Jefferson-Plaquemines Drainage District right of way and the Southern right of way line of Belle Chasse Highway and measures thence 229.76 feet front on Belle Chasse Highway, a first width in the rear of 87.70 feet, a second width in the rear of 101.30 feet, by a depth along the right of way line of the Jefferson Plaquemines Drainage District of 489.17 feet and a depth on the opposite sideline adjoining Lot J-1 of 345.14 feet.

All in accordance with survey of R.P. Fontcuberta, Land Surveyor, dated December 9, 1985.

According to survey made by Gilbert, Kelly & Couturie, Inc., Surveying and Engineering, dated November 29, 1991, a print of which is annexed, said property bears the same location, designation and measurements as above set forth, and improvements are designated as 2766 Belle Chasse Highway.

Being the same property acquired by Alabama Federal Savings and Loan Association by Sheriffs Deed dated October 19, 1988, registered in the Office of the Clerk of Court, Parish of Jefferson in COB 2091, folio 22, and in Deed Book 222, folio 46.

including all of the easements, servitudes, rights, privileges and appurtenances (including air rights) thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, claim or demand whatsoever of Cucos, Inc., therein and in the streets and ways adjacent thereto, either in law or in equity, in possession or expectancy, now or hereafter acquired, including the Improvements.

the right to possess and use the Improvements, including all structures or buildings, and replacements thereof, now or hereafter located upon the Jefferson-Gretna Premises, including all plant equipment, apparatus, machinery and fixtures of every kind and nature whatsoever forming part of said structures or buildings, subject to the landlord's interests under the Jefferson-Gretna Ground Lease and subject to the Jefferson-Gretna Ground Lease.

the Chattels, including all fixtures, furnishings, fittings, appliances, apparatus, equipment, building materials and components, machinery and articles of moveable or personal property, of whatever kind or nature, including any replacements, proceeds or products thereof and additions thereto, now or at any time hereafter intended to be or actually affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, enjoyment, development, occupancy or operation of the Jefferson-Gretna Premises, and whether located on or off the Jefferson-Gretna Premises.

all rents, royalties, issues, profits, revenue, income and other benefits of the Jefferson-Gretna Premises (the "Rents") and all leases of the Jefferson-Gretna Premises or portions thereof now or hereafter entered into and all right, title and interest of Cucos, Inc., thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by Cucos, Inc., of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of the Jefferson-Gretna Ground Lease or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms, including any guaranties of such leases.

all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards, and all rights of Cucos, Inc., to refunds of real estate taxes and assessments.

THE JEFFERSON-GRETNA MOVABLE PROPERTY

All Goods, Documents, Chattel Paper, Inventory, Equipment, General Intangibles (including but not limited to the trademark and tradename), Contracts (including the Franchise Agreement and License, if applicable), certificates of title, fixtures, credits, claims, demands, assets and other personal property, now owned, existing hereafter acquired, held, used, sold or consumed in connection with the Jefferson-Gretna Premises and any other property, rights and interests of Cucos, Inc., which at any time relate to, arise out of or in connection with the foregoing any and

all additions and accessions, replacements, substitutions, and improvements, of or to all the foregoing, and all products, rents, profits, offspring, and Proceeds thereof.

THE JEFFERSON-METAIRIE LEASEHOLD PROPERTY

The leasehold interest of Cucos, Inc., created by the Jefferson-Metairie Ground Lease ("Jefferson-Metairie Ground Lease") dated May 23, 1977, and all amendments thereto, between The Pelias Property Trust, as Landlord, and Cucos, Inc., as Tenant, doing business as Cucos, which covers the following real property located in Jefferson Parish, State of Louisiana.

THAT PORTION OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that part thereof known as Pontchartrain Gardens Subdivision, and according to plan of resubdivision of W.F. Calongne, C.E., dated October 20, 1954, a copy of which is annexed to act before Roy L. Price, N.P., dated February 21, 1955, and registered in COB 373 folio 682 said lots are numbered as Lots 1 and 2 and 17 and 18 of Square 42, Section "B" of Pontchartrain Gardens Subdivision by R.L. Schumann, Surveyor, dated September 18, 1971, revised October 18, 1971, a copy of which is annexed hereto and made a part hereof said Square 42, Section "B" is bounded by Veterans Boulevard, Transcontinental Drive, Quincy Street and Kent (late Rose) Avenue and said lots are more particularly described as follows:

Lots 1 and 2 adjoin each other and measures each 50 feet front on Quincy Street same in width in the rear adjoining Lots 18 and 17 respectively by a depth between equal and parallel lines of 110 feet. Lot 1 forms the corner of Quincy Street and Kent (late Rose) Avenue.

Lots 17 and 18 adjoin each other and measure as follows: Lot 18 forms the corner of Veterans Boulevard and Kent (late Rose) Avenue and measures 49.99 feet actual (50 feet title) front on Veterans Boulevard, has a width in the rear adjoining Lot 1 of 50 feet by a depth and front on Kent (late Rose) Avenue of 114.68 feet actual (113.52 feet title) and a depth on the opposite side on the line adjoining Lot 17 of 114.70 feet actual (113.49 feet title) of Lot 17 adjoins Lot 18 and measures 49.99 feet actual (50 feet title) front on Veterans Boulevard, has a width in the rear adjoining Lot 2 of 50 feet by a depth on the sideline adjoining Lot 18 of 114.70 feet actual (113.49 feet title) and a depth on the opposite side line nearest Transcontinental Drive of 114.72 feet actual (113.47 feet title).

Improvements thereon bear Municipal No. 5048 Veterans Boulevard.

including all of the easements, servitudes, rights, privileges and appurtenances (including air rights) thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, claim or demand whatsoever of Cucos, Inc., therein and in the streets and ways adjacent thereto, either in law or in equity, in possession or expectancy, now or hereafter acquired, including the Improvements.

the right to possess and use the Improvements, including all structures or buildings, and replacements thereof, now or hereafter located upon the Jefferson-Metairie Premises, including all plant equipment, apparatus, machinery and fixtures of every kind and nature whatsoever forming part of said structures or buildings, subject to the landlord's interests under the Jefferson-Metairie Ground Lease and subject to the Jefferson-Metairie Ground Lease.

the Chattels, including all fixtures, furnishings, fittings, appliances, apparatus, equipment, building materials and components, machinery and articles of moveable or personal property, of whatever kind or nature, including any replacements, proceeds or products thereof and additions thereto, now or at any time hereafter intended to be or actually affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, enjoyment, development, occupancy or operation of the Jefferson-Metairie Premises, and whether located on or off the Jefferson-Metairie Premises.

all rents, royalties, issues, profits, revenue, income and other benefits of the Jefferson-Metairie Premises (the "Rents") and all leases of the Jefferson-Metairie Premises or portions thereof now or hereafter entered into and all right, title and interest of Cucos, Inc., thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms, including any guaranties of such leases.

all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards, and all rights of Cucos, Inc., to refunds of real estate taxes and assessments.

THE JEFFERSON-METAIRIE MOVABLE PROPERTY

All Goods, Documents, Chattel Paper, Inventory, Equipment, General Intangibles (including but not limited to the trademark and tradename), Contracts (including the Franchise Agreement and License, if applicable), certificates of title, fixtures, credits, claims, demands, assets and other personal property, now owned, existing hereafter acquired, held, used, sold or consumed in connection with the Jefferson-Metairie Premises and any other property, rights and interests of Cucos, Inc., which at any time relate to, arise out of or in connection with the foregoing, any

and all additions and accessions, replacements, substitutions, and improvements, of or to all the foregoing, and all products, rents, profits, offspring, and Proceeds thereof.

THE LINCOLN MOVABLE PROPERTY

All Goods, Documents, Chattel Paper, Inventory, Equipment, General Intangibles (including but not limited to the trademark and tradename), Contracts (including the Franchise Agreement and License, if applicable), certificates of title, fixtures, credits, claims, demands, assets and other personal property, now owned, existing hereafter acquired, held, used, sold or consumed in connection with the Lincoln Premises (described below) and any other property, rights and interests of Cucos, Inc., which at any time relate to, arise out of or in connection with the foregoing any and all additions and accessions, replacements, substitutions, and improvements, of or to all the foregoing, and all products, rents, profits, offspring, and Proceeds thereof

The Lincoln Premises are described as follows:

That Lease dated December 28, 1995, and all amendments thereto, between Cactus Jack's Inc., as Landlord, and Cucos, Inc., as Tenant, doing business as Cucos, Inc., which covers the following real property located in Lincoln Parish, State of Louisiana.

Township 18 North, Range 3 West, Lincoln Parish, Louisiana, Section 21:
Commencing at the intersection of the South right of way line of Interstate Highway No. 20 and the East line of the NE 1/4 of said Section 21, said point being monumented by a 1/2 inch rebar, and from said point of beginning run thence South 00 degrees 03 minutes 47 seconds West for a distance of 400 feet thence run North 87 degrees 04 minutes 16 seconds West for a distance of 150 feet; thence run North 00 degrees 05 minutes 24 seconds East for a distance of 400 feet, and to the South right of way line of Interstate Highway No. 20; thence run South 87 degrees 12 minutes 09 seconds East along the South right of way line of said highway for a distance of 150 feet, and back to the point of beginning.

NOTE: There is no leasehold interest in the Lincoln Premises being sold.

THE ORLEANS LEASEHOLD PROPERTY

The Leasehold interest of Cucos, Inc., created by the Orleans Ground Lease ("Orleans Ground Lease") dated November 27, 1985, and all amendments thereto, between Joyce Samuelson and Sidney C. Pulitzer, as Landlord, and Cucos, Inc., as Tenant, doing business as Cucos Restaurant, which covers the following real property located in Orleans Parish of New Orleans, Louisiana (the "Orleans Premises"):

A certain lot of ground, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated in the Seventh District of this City, designated by the No. Nine and in Square No. 164, bounded by Carrollton Avenue, Willow (late Poplar), Plum and Dublin Streets, on a plan made by Gilbert & Kelly, Surveyors, dated August 6, 1929, annexed to an act passed before R. Legier, Notary Public, on August 7, 1929. According to which plan, said Lot No. Nine forms the corner of Carrollton Avenue and Willow Street and measures ninety feet front on Carrollton Avenue by a depth between parallel lines and front on Willow Street, of one hundred feet. And according to a plan of survey of James H. Couturie, Land Surveyor, dated June 30, 1985, said Lot No. Nine has the same measurements, dimensions and location as aforesaid.

including all of the easements, servitudes, rights, privileges and appurtenances (including air rights) thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, claim or demand whatsoever of Cucos, Inc., therein and in the streets and ways adjacent thereto, either in law or in equity, in possession or expectancy, now or hereafter acquired, including the Improvements.

the right to possess and use the Improvements, including all structures or buildings, and replacements thereof, now or hereafter located upon the Orleans Premises, including all plant equipment, apparatus, machinery and fixtures of every kind and nature whatsoever forming part of said structures or buildings, subject to the landlord's interests under the Orleans Ground Lease and subject to the Orleans Ground Lease.

the Chattels, including all fixtures, furnishings, fittings, appliances, apparatus, equipment, building materials and components, machinery and articles of moveable or personal property, of whatever kind or nature, including any replacements, proceeds or products thereof and additions thereto, now or at any time hereafter intended to be or actually affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, enjoyment, development, occupancy or operation of the Orleans Premises, and whether located on or off the Orleans Premises.

all rents, royalties, issues, profits, revenue, income and other benefits of the Orleans Premises (the "Rents") and all leases of the Orleans Premises or portions thereof now or hereafter entered into and all right, title and interest of Cucos, Inc., thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by Cucos Inc. of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms, including any guaranties of such leases.

all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards, and all rights of Cucos, Inc., to refunds of real estate taxes and assessments.

THE ORLEANS MOVABLE PROPERTY

All Goods, Documents, Chattel Paper, Inventory, Equipment, General Intangibles (including but not limited to the trademark and tradename), Contracts (including the Franchise Agreement and License, if applicable), certificates of title, fixtures, credits, claims, demands, assets and other personal property, now owned, existing hereafter acquired, held, used, sold or consumed in connection with the Orleans Premises and any other property, rights and interests of Cucos, Inc., which at any time relate to, arise out of or in connection with the foregoing any and all additions and accessions, replacements, substitutions, and improvements, of or to all the foregoing, and all products, rents, profits, offspring, and Proceeds thereof.

THE OUACHITA LEASEHOLD PROPERTY

The leasehold interest of Cucos, Inc. created by the Ouachita Ground Lease ("Ouachita Ground Lease") dated March 15, 1984, and all amendments thereto, between Johnny T. Johnson and Dolores Wallace Johnson, as Landlord, and Cucos, Inc., as Tenant, doing business as Cucos, which covers the following real property located in Ouachita Parish, State of Louisiana (the "Ouachita Premises"):

A certain tract of land located in Block 9, of Breard Place Unit No. 1, Monroe, Louisiana, as per plat filed in Plat Book 7, Page 50, records of Ouachita Parish, Louisiana, and being more particularly described as follows:

From an iron pin at the intersection of two lines, one being 30 feet Northwesterly and parallel to the center line of DeSiard Street, and the other being 65 feet South and paprallel to the centerline of Louisville Avenue, run from said intersection in a Southwesterly direction parallel to the centerline of DeSiard Street a distance of 33.13 feet to an iron pin for the Point of Beginning; thence, continue Southwesterly parallel to the centerline of DeSiard a distance of 222.95 feet to a cross in concrete at the Southeasterly corner of Ouachita National Bank property (Conveyance Book 471, Page 97); thence, turning an angle of 116°, 24.40' run Northerly a distance of 202.11 feet to an iron pin on the Southerly line of Louisville Avenue; thence, run Easterly along the Southerly line of Louisville Avenue; thence, run Easterly along the Southerly line of Louisville Avenue, being 65 feet from and parallel to the centerline of Louisville Avenue, a distance of 212.60 feet to an iron pin; thence, run along a curve to the right, having a radius of 15 feet a distance of 34.71 feet to the Point of Beginning; and being

shown as 'Tract B' on Plat of Survey in Block 9 of Breard Place, Unit 3, Monroe, Louisiana.

including all of the easements, servitudes, rights, privileges and appurtenances (including air rights) thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, claim or demand whatsoever of Cucos, Inc., therein and in the streets and ways adjacent thereto, either in law or in equity, in possession or expectancy, now or hereafter acquired, including the Improvements.

the right to possess and use the Improvements, including all structures or buildings, and replacements thereof, now or hereafter located upon the Ouachita Premises, including all plant equipment, apparatus, machinery and fixtures of every kind and nature whatsoever forming part of said structures or buildings, subject to the landlord's interests under the Ouachita Ground Lease and subject to the Ouachita Ground Lease.

the Chattels, including all fixtures, furnishings, fittings, appliances, apparatus, equipment, building materials and components, machinery and articles of moveable or personal property, of whatever kind or nature, including any replacements, proceeds or products thereof and additions thereto, now or at any time hereafter intended to be or actually affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, enjoyment, development, occupancy or operation of the Ouachita Premises, and whether located on or off the Ouachita Premises.

all rents, royalties, issues, profits, revenue, income and other benefits of the Ouachita Premises (the "Rents") and all leases of the Ouachita Premises or portions thereof now or hereafter entered into and all right, title and interest of Cucos, Inc., thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by Cucos, Inc., of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of the Ouachita Ground Lease or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms, including any guaranties of such leases.

all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards, and all rights of Cucos, Inc., to refunds of real estate taxes and assessments.

THE OUACHITA MOVABLE PROPERTY

All Goods, Documents, Chattel Paper, Inventory, Equipment, General Intangibles (including but not limited to the trademark and tradename), Contracts (including the

Franchise Agreement and License, if applicable), certificates of title, fixtures, credits, claims, demands, assets and other personal property, now owned, existing hereafter acquired, held, used, sold or consumed in connection with the Ouachita Premises and any other property, rights and interests of Cucos, Inc., which at any time relate to, arise out of or in connection with the foregoing any and all additions and accessions, replacements, substitutions, and improvements, of or to all the foregoing, and all products, rents, profits, offspring, and Proceeds thereof.

THE RAPIDES LEASEHOLD PROPERTY

The leasehold interest of Cucos, Inc., created by the Rapides Ground Lease ("Rapides Ground Lease") dated March 11, 1985, and all amendments thereto, between L L & J Partnership In Commendam, as Landlord, and Cucos, Inc., as Tenant, doing business as Cucos, which covers the following real property located in Rapides Parish, State of Louisiana (the "Rapides Premises"):

Begin at a point where the North right-of-way line of MacArthur Drive intersects the West right-of-way line of Alexandria Mall Drive; thence run N 51° 27' W 243.8 feet; thence N 28° 56' 30" W 14.97 feet; thence N 29° 03' 30" E 130.47 feet; thence S 61° 56' 30" E 250.0 feet; thence S 28° 03' 30" W 183.0 feet to return to the point of beginning, all in accordance with that certain survey of Ballard & Associates, Inc. dated December 10, 1984, a copy of which is attached to a Deed by Alexandria Mall Company unto Cucos Inc. dated December 26, 1984, and registered as entry No. 793057 in the conveyance records of Rapides Parish, Louisiana.

including all of the easements, servitudes, rights, privileges and appurtenances (including air rights) thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, claim or demand whatsoever of Cucos, Inc., therein and in the streets and ways adjacent thereto, either in law or in equity, in possession or expectancy, now or hereafter acquired, including the Improvements.

the right to possess and use the Improvements, including all structures or buildings, and replacements thereof, now or hereafter located upon the Rapides Premises, including all plant equipment, apparatus, machinery and fixtures of every kind and nature whatsoever forming part of said structures or buildings, subject to the landlord's interests under the Rapides Ground Lease and subject to the Rapides Ground Lease.

the Chattels, including all fixtures, furnishings, fittings, appliances, apparatus, equipment, building materials and components, machinery and articles of moveable or personal property, of whatever kind or nature, including any replacements, proceeds or products thereof and additions thereto, now or at any time hereafter intended to be or actually affixed to, attached to,

placed upon, or used in any way in connection with the complete and comfortable use, enjoyment, development, occupancy or operation of the Rapides Premises, and whether located on or off the Rapides Premises.

all rents, royalties, issues, profits, revenue, income and other benefits of the Rapides Premises (the "Rents") and all leases of the Rapides Premises or portions thereof now or hereafter entered into and all right, title and interest of Cucos, Inc., thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by Cucos, Inc., of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of the Rapides Ground Lease or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms, including any guaranties of such leases.

all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards, and all rights of Cucos, Inc., to refunds of real estate taxes and assessments.

THE RAPIDES MOVABLE PROPERTY

All Goods, Documents, Chattel Paper, Inventory, Equipment, General Intangibles (including but not limited to the trademark and tradename), Contracts (including the Franchise Agreement and License, if applicable), certificates of title, fixtures, credits, claims, demands, assets and other personal property, now owned, existing hereafter acquired, held, used, sold or consumed in connection with the Rapides Premises and any other property, rights and interests of Cucos, Inc., which at any time relate to, arise out of or in connection with the foregoing any and all additions and accessions, replacements, substitutions, and improvements, of or to all the foregoing, and all products, rents, profits, offspring, and Proceeds thereof.

THE ST. TAMMANY LEASEHOLD PROPERTY

The leasehold interest of Cucos, Inc., created by the St. Tammany Ground Lease ("St. Tammany Ground Lease") dated March 15, 1984, and all amendments thereto, between J.B. Levert Land Company, Inc., as Landlord, and Cucos, Inc., as Tenant, doing business as Cucos, Inc., which covers a portion of the following real property located in Bon Marche Shopping Village, St. Tammany Parish, State of Louisiana:

ALL THAT CERTAIN LOT OR PARCEL OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated in Section 2, Township 9 South, Range 14 East, St. Tammany Parish, Louisiana, more fully described as follows, to-wit:

From the Northwest corner of Lot 1, Square 1, Log Cabin Subdivision, go South 00 degrees, 52 minutes, 39 seconds East 277.18 feet to a point, thence go South 89 degrees, 20 minutes, 40 seconds West 166.91 feet to a point, thence go South 89 degrees, 05 minutes, 12 seconds West 252.58 feet to a point, thence go North 82 degrees, 28 minutes 18 seconds West 59.88 feet to a point, thence go North 22 degrees, 23 minutes, 25 seconds East 291.46 feet to a point, thence go North 89 degrees, 05 minutes, 38 seconds East 363.59 feet to the point of beginning

All in accordance with survey by Ivan M. Borgen, Borgen Engineering, Inc., dated March 31, 1983, revised April 4, 1983, further revised October 17, 1983, survey no. 32,949.

including all of the easements, servitudes, rights, privileges and appurtenances (including air rights) thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, claim or demand whatsoever of Cucos, Inc., therein and in the streets and ways adjacent thereto, either in law or in equity, in possession or expectancy, now or hereafter acquired, including the Improvements.

the right to possess and use the Improvements, including all structures or buildings, and replacements thereof, now or hereafter located upon the St. Tammany Premises, including all plant equipment, apparatus, machinery and fixtures of every kind and nature whatsoever forming part of said structures or buildings, subject to the landlord's interests under the St. Tammany Ground Lease and subject to the St. Tammany Ground Lease.

the Chattels, including all fixtures, furnishings, fittings, appliances, apparatus, equipment, building materials and components, machinery and articles of moveable or personal property, of whatever kind or nature, including any replacements, proceeds or products thereof and additions thereto, now or at any time hereafter intended to be or actually affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, enjoyment, development, occupancy or operation of the St. Tammany Premises, and whether located on or off the St. Tammany Premises.

all rents, royalties, issues, profits, revenue, income and other benefits of the St. Tammany Premises (the "Rents") and all leases of the St. Tammany Premises or portions thereof now or hereafter entered into and all right, title and interest of Cucos, Inc., thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by Cucos, Inc. of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of the St. Tammany Ground Lease or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms, including any guaranties of such leases

all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards, and all rights of Cucos, Inc., to refunds of real estate taxes and assessments.

THE ST. TAMMANY MOVABLE PROPERTY

All Goods, Documents, Chattel Paper, Inventory, Equipment, General Intangibles (including but not limited to the trademark and tradename), Contracts (including the Franchise Agreement and License, if applicable), certificates of title, fixtures, credits, claims, demands, assets and other personal property, now owned, existing hereafter acquired, held, used, sold or consumed in connection with the St. Tammany Premises and any other property, rights and interests of Cucos, Inc., which at any time relate to, arise out of or in connection with the foregoing any and all additions and accessions, replacements, substitutions, and improvements, of or to all the foregoing, and all products, rents, profits, offspring, and Proceeds thereof.

THE TANGIPAHOA MOVABLE PROPERTY

All Goods, Documents, Chattel Paper, Inventory, Equipment, General Intangibles (including but not limited to the trademark and tradename), Contracts (including the Franchise Agreement and License, if applicable), certificates of title, fixtures, credits, claims, demands, assets and other personal property, now owned, existing hereafter acquired, held, used, sold or consumed in connection with the Tangipahoa Premises (described below) and any other property, rights and interests of Cucos, Inc., which at any time relate to, arise out of or in connection with the foregoing any and all additions and accessions, replacements, substitutions, and improvements, of or to all the foregoing, and all products, rents, profits, offspring, and Proceeds thereof.

The Tangipahoa Premises are described as follows:

That Lease dated November 1, 1991, and all amendments thereto, between Sizeler Real Estate Management Co., Inc., as Landlord, and Cucos, Inc., as Tenant, doing business as Cucos, Inc., which covers the following real property located in Tangipahoa Parish, State of Louisiana

A CERTAIN PIECE OR PORTION OF GROUND, with all the buildings and improvements thereon and all rights, ways, privileges, servitudes, and advantages thereunto belonging or in anywise appertaining, situated in Tangipahoa Parish, in Section 36, Township 6 South, Range 7 East and shown on survey by John E. Walker, Civil Engineer, dated November 18, 1986, to have the following measurements, to-wit:

Starting on the West right of way line of U S Highway 51 where it intersects the North right of way line of South Ridge Drive, which is the point and place of beginning, thence South 89 degrees 53 minutes West, 160.67 feet along said North right of way line of South Ridge Drive to a point; thence continuing along said North right of way line of South Ridge Drive South 72

degrees 44 minutes West, 65.35 feet to a point; thence South 1 degree 25 minutes 21 seconds West, 262.66 feet to a point; thence South 89 degrees 4 minutes East, 200 feet to a point on the said West right of way line of U.S. Highway 51; thence continuing along the said West right of way line of U.S. Highway 51, South 5 degrees 6 minutes 18 seconds West, 216.42 feet to a point where the Control of Access starts for interstate 12; thence continuing along said right of way South 5 degrees 6 minutes 18 seconds West, 370.75 feet; thence South 43 degrees 35 minutes 19 seconds West, 132.75 feet along the right of way line of I-12, South 83 degrees 15 minutes 4 seconds West, 127.01 feet to a point; thence still following the right of way of I-12, South 79 degrees 11 minutes 44 seconds West, 183.7 feet to a point; thence still following the right of way of I-12, South 74 degrees 51 minutes 36 seconds West, 403.33 feet to a point; thence still following the right of way of I-12, North 89 degrees 55 minutes 39 seconds West, 241.06 feet to a point; thence still following the right of way of I-12, North 89 degrees 58 minutes 10 seconds West, 974.93 feet to a point; thence leaving the right of way of I-12 and following the Drainage Servitude, North 0 degrees 01 minutes 50 seconds East, 215 feet to a point; thence still following said Drainage Servitude, North 38 degrees 41 minutes 26 seconds East, 128.06 feet to a point; thence still following said Drainage Servitude, South 89 degrees 58 minutes 10 seconds East, 445 feet to a point; thence still following said Drainage Servitude, North 0 degrees 1 minute 50 seconds East, 150.81 feet to a point; thence North 89 degrees 34 minutes East, 106.11 feet to a point; thence North 0 degrees 35 minutes East, 1090 feet to a point; thence North 89 degrees 34 minutes East, 1443.19 feet to a point; thence South 47 degrees 52 minutes 20 seconds West, 1.50 feet to a point; thence North 89 degrees 34 minutes East, 12 feet to a point on the West right of way line of U.S. Highway 51; thence South 01 degrees 25 minutes West, 49 feet to a point; thence South 89 degrees 34 minutes West, 25 feet to a point; thence South 44 degrees 29 minutes 17 seconds West, 34.76 feet to a point on the West right of way line of U.S. Highway 61; thence continuing along the West right of way line of U.S. Highway 51 South 1 degree 26 minutes West, 371.59 feet to the point of beginning.

NOTE: There is no leasehold interest in the Tangipahoa Premises being sold.

THE TERREBONNE MOVABLE PROPERTY

All Goods, Documents, Chattel Paper, Inventory, Equipment, General Intangibles (including but not limited to the trademark and tradename), Contracts (including the Franchise Agreement and License, if applicable), certificates of title, fixtures, credits, claims, demands, assets and other personal property, now owned, existing hereafter acquired, held, used, sold or consumed in connection with the Terrebonne Premises (described below) and any other property, rights and interests of Cucos, Inc., which at any time relate to, arise out of or in connection with the foregoing any and all additions and accessions, replacements, substitutions, and improvements, of or to all the foregoing, and all products, rents, profits, offspring, and Proceeds thereof.

The Terrebonne Premises are described as follows:

That Lease dated May 20, 1992, and all amendments thereto, between Southland Mall Shopping Center Partnership, as Landlord, and Cucos, Inc., as Tenant, doing business as Cucos, which covers the following real property located in Terrebonne Parish, State of Louisiana.

A certain tract of land situated in the State of Louisiana, Parish of Terrebonne, on the left descending bank of Bayou Terrebonne, approximately three (3) miles above the City of Houma, Louisiana, and being situated in Section 1, T17S, R17E, and in Section 9, T16S, R17E, Terrebonne Parish, Louisiana, on a plat of survey prepared by John E. Walker, C.E., dated June 8, 1978, last recertified correct on November 21, 1986 (the "Survey"), being more particularly described as follows:

Beginning at the intersection of the North right of way line of Armour Drive and the East right of way line of Louisiana Highway 659, thence Northwesterly along the Easternmost right of way line of State Highway No. 659 along a curve to the right having a radius of 2251.83 feet a distance of 115.26 feet; thence continuing along Louisiana Highway 659 right of way North 26 degrees 35 minutes West a distance of 348.74 feet; thence North 66 degrees 20 minutes East a distance of 70 feet; thence North 26 degrees 35 minutes West a distance of 100 feet; thence South 66 degrees 20 minutes West a distance of 70 feet to the Easterly right of way line of Louisiana Highway 659; thence North 26 degrees 35 minutes West along the Easterly right of way line of State Highway No. 659 a distance of 177.14 feet; thence continuing along the Easterly right of way line of State Highway 659 along a curve to the right having a radius of 2251.83 feet a distance of 322.07 feet; thence North 66 degrees 20 minutes East a distance of 618.00 feet; thence North 23 degrees 40 minutes West a distance of 348.62 feet to the South right of way line of Bayou Gardens Boulevard; thence North 66 degrees 44 minutes East along the South right of way line of Bayou Gardens Boulevard a distance of 947.27 feet to the Northeast corner of Parcel B; thence South 23 degrees 40 minutes East along the Easternmost side of Parcel B a distance of 1036.00 feet; thence South 66 degrees 44 minutes West a distance of 628.13 feet; thence South 23 degrees 40 minutes East a distance of 372.17 feet to the North right of way line of Armour Drive; thence South 66 degrees 20 minutes West along the North right of way line of Armour Drive a distance of 903.01 feet to the point of beginning, containing 40.007 acres.

Being the same property acquired by Sizeler Property Investors, Inc. by act dated February 6, 1987 passed before Mitchell W. Herzog, Notary Public, recorded under Act No. 797447, in COB 1086, folio 537 on February 10, 1987, Terrebonne Parish, Louisiana.

NOTE: There is no leasehold interest in the Terrebonne Premises being sold.

Having appointed Banner Management, Inc. as keeper during the term of this foreclosure; and having served upon the defendant a notice of seizure advising it that I would proceed to advertise the above-described property for sale unless the debt of the plaintiff, as set forth in the writ of execution, was paid; and the prescribed delay thereafter having elapsed from the time of service of the notice of seizure, and the defendants still having failed to satisfy the demand, I advertised the property for sale twice within thirty days preceding the sale.

I had the advertisement, a copy of which is filed in the record in this suit, published in the following papers on the following dates:

NEWSPAPER	FIRST AD RUN DATE	SECOND AD RUN DATE
Slidell Sentry News (St. Tammany Parish)	September 20, 2002	October 18, 2002
Ouachita Citizen (Ouachita Parish)	September 19, 2002	October 17, 2002
Morning Paper (Ruston) (Lincoln Parish)	September 20, 2002	October 18, 2002
Alexandria Daily Town Talk (Rapides Parish)	September 20, 2002	October 18, 2002
Terrebonne Daily Courier (Terrebonne Parish)	September 20, 2002	October 18, 2002
Daily Star (Hammond) (Tangipahoa Parish)	September 20, 2002	October 18, 2002
Times-Picayune (Orleans and Jefferson Parishes)	September 20, 2002	October 18, 2002

stating in the advertisement that beginning at 10.00 a.m. on Thursday, October 24, 2002, in the lobby of the United States District Courthouse at 500 Camp Street, New Orleans, Louisiana, I would offer

the above-described property for sale at public auction, for cash to the highest bidder, with appraisalment and according to law.

On July 30, 2002, I served the plaintiff and the defendant with a written notice to appoint an appraiser to appraise the Property. On October 18, 2002, the plaintiff, through its attorney, Nan Roberts Eitel, appointed an appraiser, who gave the following appraisal under oath on October 21, 2002, which appraisalment is filed in the record in this suit.

PROPERTY (as defined above)	APPRAISAL
Metairie Leasehold Property	\$274,767.70
Metairie Movable Property	\$64,925.00
Gretna Leasehold Property	\$961,069.90
Gretna Movable Property	\$103,590.00
Ouachita Leasehold Property	\$30,000.00
Ouachita Movable Property	\$54,000
St. Tammany Leasehold Property	\$497,295.40
St. Tammany Movable Property	\$80,800.00
Rapides Leasehold Property	\$57,088.20
Rapides Movable Property	\$78,000.00
Orleans Leasehold Property	\$32,300
Orleans Movable Property	\$68,450.00
Tangipahoa Movable Property	\$88,000
Terrebonne Movable Property	\$119,250.00
Lincoln Leasehold Property	\$0
Lincoln Movable Property	\$44,000

At the time and place designated, I proceeded with the sale as advertised. I first read the order for executory process, the writ of execution, the advertisement, and the appraisal to the persons assembled, and I then read to them the certificate of the Clerks of Court (or Recorder of Mortgages) for the parishes of Jefferson, Orleans, St. Tammany, Ouachita, and Rapides, a certificate of Conveyance from the Orleans Parish Registrar of Conveyances, and a Uniform Commercial Code Certificate from the Orleans Parish Clerk of Court, which showed that there were no encumbrances recorded against the property seized in the name of the defendants except the following:

ST. TAMMANY PARISH:

1. Mortgage granted by Cucos, Inc. in favor of Amresco Commercial Lending Corporation in the sum of \$3,327,777.79 represented by one note dated November 20, 1997 payable as stipulated therein with interest and recorded December 5, 1997 as Instrument #1073940; being more fully described therein.
2. Assignment of the above described note to Norwest Bank Minnesota, National Association in its Capacity as Trustee of the ACLC Small Business Receivables Trust 1997-1, its successors and/or assigns dated October 7, 1997 and recorded December 5, 1997 as Instrument #1073943.
3. Notice of Seizure in the matter of The ACLC Business Loan Receivables Trust 1998-1, through Delaware Trust Capital Management, Inc., as Owner Trustee, and Wells Fargo Bank, Minnesota, N.A., as Indenture Trustee, acting through their agent, Amresco Commercial Finance, Inc. vs. Cucos, Inc., #02-1321, United States District Court, Eastern District of Louisiana, dated May 21, 2002 and recorded May 21, 2002 as Instrument #1303451.

RAPIDES PARISH

4. Leasehold Mortgage, Cucos, Inc. to AMRESKO Commercial Leasing Corp dated November 20, 1997, filed and recorded December 15, 1997 in Mortgage Book 1481, page 116 (Instrument #1063963) for \$3,327,777.79; SEE Assignment at MOB 1481, page 110
5. Assignment, AMRESKO Commercial Leasing, Corp. to Norwest Bank Minnesota, NA dated October 7, 1997, filed and recorded December 15, 1997 in Mortgage Book 1481, page 110 (Instrument #1063934)
6. Notice of Seizure, Cucos, Inc. to The ACLC Business Loan Receivables Trust 1998-1 through Delaware Trust Capital Management, Inc., as Owner Trustee and Wells Fargo Bank Minnesota, NA, as indenture Trustee dated, filed and recorded June 11, 2002 in Mortgage Book 1790, page 387 (Instrument #1187460) for \$2,670,460.84 etc.; US District Court Eastern District of Louisiana Suit #02-1321

OUACHITA PARISH:

7. Cucos, Inc. – to – Any Future Holder - Collateral Mortgage - \$250,000.00 (payable at Ouachita National Bank in Monroe) - dated July 23, 1984 - filed July 24, 1984 as DR#897842 in Mortgage Book 1059, Page 552.
8. Cucos, Inc. – to – Amresco Commercial Lending Corporation - Leasehold Mortgage and Assignment of Leases and Rents and Security Agreement - \$3,327,777.79 - dated November 20, 1997 - filed December 5, 1997 as DR#1214737 in Mortgage Book 1564, Page 809. See Assignment to Norwest Bank, Minnesota, N.A. dated November 22, 1997 and filed December 5, 1997 as DR#1214738 in Mortgage Book 1564, Page 830.
9. Cucos, Inc. – to – The ACLC Business Loan Receivables Trust 1998-1, through Delaware Trust Capital Management, Inc., as Owner Trustee, and Wells Fargo Bank,

Minnesota, N.A., as Indenture Trustee, acting through their agent Amresco Commercial Finance, Inc., – Notice of Seizure (U.S. District Court, Eastern District of Louisiana, Civ. No. 02-1321) - dated and filed June 24, 2002 as DR#1345743 in Mortgage Book 1934, Page 613.

JEFFERSON PARISH:

10. MOB 879/192, Building Contract by and between Cuco's Inc. and Carl E. Woodward, Inc., in the amount of \$249,290.00, dated 4/21/83, filed 5/11/83, Acceptance filed 10/3/83, Entry #8317463. (Belle Chase Center)
11. MOB 3218/246, Collateral Mortgage by Cucos Inc. in favor of Premier Bank, in the amount of \$309,788.00, before Marshall J. Favret, N.P., dated 4/13/92, filed 4/16/92, Entry #9218036. (2766 Belle Chasse Hwy)
12. MOB 3684/64, Pledge Agreement by and between Cuco's, Inc. and LBG, Inc., dated 12/29/94, filed 1/19/95, Entry #9502624.
13. MOB 3689/341, UCC Financing Statement by Cuco's Inc. in favor of ITT Business Services Corporation, filed 3/20/95, Entry # 9511803. (5048 Veterans Blvd.)
14. MOB 3689/342, UCC Financing Statement by Cuco's Inc. in favor of ITT Business Services Corporation, filed 3/20/95, Entry #9511804. (2766 Belle Chasse Hwy)
15. MOB 3825/97, Mortgage by Cuco's Inc. in favor of Amresco Commercial Lending Corporation, in the amount of \$3,327,777.79, before (illegible), N.P., dated 11/20/97, filed 12/5/97, Entry # 9764008. (5048 Veterans Blvd)
16. MOB 3825/98, Mortgage by Cuco's Inc. in favor of Amresco Commercial Lending Corporation, in the amount of \$3,327,777.79, dated 11/20/97, filed 12/5/97, Entry # 9764009. (2766 Belle Chasse Hwy)
17. MOB 3825/99, Assignment of MOB 3825/97 by Amresco Commercial Lending Corporation to Norwest Bank Minnesota, dated 11/22/97, filed 12/5/97, filed 12/5/97, Entry #9764010.
18. MOB 4063/235, Notice of Seizure #02-1321, U.S. District Court, against Cuco's Inc. in favor of Amresco Commercial Finance, Inc., in the amount of \$2,670,460.84, dated 5/21/02, filed 5/21/02, (2766 Belle Chasse Hwy and 5048 Veterans Blvd)

ORLEANS PARISH

19. 445955 MORTGAGE
 CUCOS INC.
12/12/1997 LEASEHOLD MTG, ASSIGN/LEASES & RENTS & SEC ...
 REC/
 REV - AMRESKO COMMERCIAL LENDING CORPORATION
 N.P. - M. A. BROCKHAUS - 10 07 1997 \$3,327,777.79

20. 445956 MORTGAGE
 CUCOS INC.
12/12/1997 ASSIGNMENT INST# 445955
 REV - NORWEST BANK MINNESOTA, NATIONAL ASSOC~~00~~
 N. P. - T. A. LANDRY - 11 22 1997

21. 586387 MISCELLANEOUS
 CUCOS, INC.
12/18/2000 DATION EN PAIEMENT RECORD IN FULL
 REV - \$.00
 N.P. - B. H. BERINS ? - 12 18 2000

22. 653939 WRITS
 CUCOS RESTAURANT
5/21/2002 USDC EASTERN DIST. OF LA #02-1321 REC/FULL
 REV-THE ACLC BUSINESS LOAN RECEIVABLES TRUS~~00~~

I then offered the above-described property for sale as advertised, at which offering the following bidders, all Texas corporations, having their domicile in Addison, Texas, represented by Sam

Talkington, their Chief Executive Officer, and Skip Jordan, their Chief Operating Officer, made the last and highest bid on the properties indicated, the Rapides Leasehold Property going unsold:

PROPERTY	LAST & HIGHEST BID	BIDDER
Metairie Leasehold Property and Metairie Movable Property	\$226,461.80	Banner Management I, Inc.
Gretna Leasehold Property and Gretna Movable Property	\$709,773.27	Banner Management III, Inc.
Ouachita Leasehold Property and Ouachita Movable Property	\$56,000.00	Banner Management IV, Inc.
St. Tammany Leasehold Property and St. Tammany Movable Property	\$385,396.93	Banner Management V, Inc.
Rapides Leasehold Property	[intentionally left blank]	[intentionally left blank]
Rapides Movable Property	\$52,000.00	Banner Management VI, Inc.
Orleans Leasehold Property and Orleans Movable Property	\$67,166.67	Banner Management VII, Inc.
Tangipahoa Movable Property	\$58,666.67	Banner Management VIII, Inc.
Terrebonne Movable Property	\$79,500.00	Banner Management IX, Inc.
Lincoln Movable Property	\$29,333.33	Banner Management, Inc.

The last and highest bids having been made as stated above, I adjudicated the properties indicated to the bidders indicated (collectively "Banner Management") at the prices indicated, each price being the amount of the last and highest bid and equal to or exceeding two-thirds of the appraised value. Banner Management complied with its bids by paying to me, in cash, the amount of the costs herein not otherwise paid directly by Amresco, which I have disbursed as follows:

Paid Marshal for commission in accordance with 28 U.S.C. § 1921(c) \$24,994.48

The balance of the bid was not paid in cash, in accordance with the Court's order dated August 30, 2002, and entered September 4, 2002, which excess amount of the bid, \$1,639,304.22 was credited to the within writ.

NOW, THEREFORE, I, Theophile Duroncelet, United States Marshal for the Eastern District of Louisiana, do now sell, convey and deliver to Banner Management I, Inc., its successors and assigns all of the rights which the former owners, Cucos, Inc., defendants, had in the Jefferson-Metairie Leasehold Property and the Jefferson-Metairie Movable property (as defined above), and I do hereby authorize and direct the Clerk and Recorder for Jefferson Parish to cancel the inscription of the above-mentioned encumbrances shown on the mortgage certificates as follows:

Cancel Encumbrances 15, 16, 17 and 18 (above) in their entirety.

NOW, THEREFORE, I, Theophile Duroncelet, United States Marshal for the Eastern District of Louisiana, do now sell, convey and deliver to Banner Management III, Inc., its successors and assigns all of the rights which the former owners, Cucos, Inc., defendants, had in the Jefferson-Gretna Leasehold Property and the Jefferson-Gretna Movable property (as defined above), and I do hereby authorize and direct the Clerk and Recorder for Jefferson Parish to cancel the inscription of the above-mentioned encumbrances shown on the mortgage certificates as follows:

Cancel Encumbrances 15, 16, 17 and 18 (above) in their entirety.

NOW, THEREFORE, I, Theophile Duroncelet, United States Marshal for the Eastern District of Louisiana, do now sell, convey and deliver to Banner Management, Inc., its successors and assigns all of the rights which the former owners, Cucos, Inc., defendants, had in the Lincoln Movable property (as defined above).

NOW, THEREFORE, I, Theophile Duroncelet, United States Marshal for the Eastern District of Louisiana, do now sell, convey and deliver to Banner Management VII, Inc., its successors and assigns all of the rights which the former owners, Cucos, Inc., defendants, had in the Orleans Leasehold Property and the Orleans Movable property (as defined above), and I do hereby authorize and direct the Recorder of Mortgages for Orleans Parish to cancel the inscription of the above-described encumbrances shown on the mortgage certificates as follows:

Cancel Encumbrances 19, 20, 21, and 22 (above) in their entirety.

NOW, THEREFORE, I, Theophile Duroncelet, United States Marshal for the Eastern District of Louisiana, do now sell, convey and deliver to Banner Management IV, Inc., its successors and assigns all of the rights which the former owners, Cucos, Inc., defendants, had in the Ouachita Leasehold Property and the Ouachita Movable property (as defined above), and I do hereby authorize and direct the Clerk and Recorder for Ouachita Parish to cancel the inscription of the above-mentioned encumbrances shown on the mortgage certificates as follows:

Cancel Encumbrances 8 and 9 (above) in their entirety.

NOW, THEREFORE, I, Theophile Duroncelet, United States Marshal for the Eastern District of Louisiana, do now sell, convey and deliver to Banner Management VI, Inc., its successors and assigns all of the rights which the former owners, Cucos, Inc., defendants, had in the Rapides Movable property (as defined above).

NOW, THEREFORE, I, Theophile Duroncelet, United States Marshal for the Eastern District of Louisiana, do now sell, convey and deliver to Banner Management V, Inc., its successors and assigns all of the rights which the former owners, Cucos, Inc., defendants, had in the St. Tammany

Leasehold Property and the St. Tammany Movable property (as defined above), and I do hereby authorize and direct the Clerk and Recorder for St. Tammany Parish to cancel the inscription of the above-mentioned encumbrances shown on the mortgage certificates as follows:

Cancel Encumbrances 1, 2 and 3 (above) in their entirety.

NOW, THEREFORE. I, Theophile Duroncelet, United States Marshal for the Eastern District of Louisiana, do now sell, convey and deliver to Banner Management VIII, Inc., its successors and assigns all of the rights which the former owners, Cucus, Inc., defendants, had in the Tangipahoa Movable property (as defined above).

NOW, THEREFORE. I, Theophile Duroncelet, United States Marshal for the Eastern District of Louisiana, do now sell, convey and deliver to Banner Management IX, Inc., its successors and assigns all of the rights which the former owners, Cucus, Inc., defendants, had in the Terrebonne Movable property (as defined above).

In Testimony Whereof, I have hereunto set my official signature in the presence of the two undersigned competent witnesses at New Orleans, Louisiana, this 7th day of November, 2002.

Witnesses:

Joanne Waite

Name (printed): JOANNE WAITE

Ty Obery

Name (printed): Ty Obery

THEOPHILE DURONCELET U.S. Marshal

Theophile Duroncelet (for)
EASTERN DISTRICT OF LOUISIANA

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 7th DAY
OF NOVEMBER 2002.

Theophile Duroncelet
NOTARY PUBLIC

My commission expires upon death.