

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
LSF5 Cactus, LLC		12/20/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Lone Star Steakhouse & Saloon, Inc.		
Street Address:	224 East Douglas, Suite 700		
City:	Wichita		
State/Country:	KANSAS		
Postal Code:	67202		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
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		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-855-4500		
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:	70741 1		
NAME OF SUBMITTER:	Cathryn A. Berryman		

CH \$115.00 2401261

Signature:	/Cathryn A. Berryman/
Date:	03/14/2007
Total Attachments: 4 source=70741 1 corrective assignment#page1.tif source=70741 1 corrective assignment#page2.tif source=70741 1 corrective assignment#page3.tif source=70741 1 corrective assignment#page4.tif	

CORRECTIVE ASSIGNMENT

This Corrective Assignment is made effective as of December 20, 2006 (the "Effective Date") by LSF5 Cactus, LLC, a Delaware limited liability company with principal offices at 224 East Douglas, Suite 700, Wichita, Kansas 67202 ("Assignor") and Lone Star Steakhouse & Saloon, Inc., a Delaware corporation having its principal offices at 224 East Douglas, Suite 700, Wichita, Kansas 67202 ("Assignee").

WHEREAS, pursuant to an assignment from Assignee to Assignor recorded in the United States Patent and Trademark Office records at Reel/Frame 3448/0036 (the "Original Assignment"), Assignor is the registrant, applicant and/or owner of record of certain trademarks and trademark registrations set forth in Schedule 1 (collectively, the "Trademarks"); and

WHEREAS, the Trademarks were inadvertently listed in error in the Original Assignment and in order to correct such error, Assignor has agreed to transfer all of its ownership interests in and to the Trademarks to Assignee, and Assignee has agreed to accept such Trademarks 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.

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, 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 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; (iv) all causes of action, either in law or in equity, for damages for past, present or future infringement of the Trademarks, 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 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 limited liability company 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, 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.

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: Marc L. Lipshy
Name: Marc L. Lipshy
Title: President

LSF5 Cactus, LLC,
a Delaware limited liability company

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

SCHEDULE 1

Trademarks

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
	U.S.A.	06/26/98	75/509,249	10/31/00	2,398,985
	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

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

DECEMBER 20, 2006

PTAS

900065143ACATHRYN A. BERRYMAN
1445 ROSS AVENUE, SUITE 3700
DALLAS, TX 75202

900065143A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 12/20/2006

REEL/FRAME: 003448/0036
NUMBER OF PAGES: 12BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
DOCKET NUMBER: 32970-00479

ASSIGNOR:

LONE STAR STEAKHOUSE & SALOON,
INC.DOC DATE: 12/13/2006
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

ASSIGNEE:

LSF5 CACTUS, LLC
224 EAST DOUGLAS, SUITE 700
WICHITA, KANSAS 67202CITIZENSHIP: DELAWARE
ENTITY: LIMITED LIABILITY COMPANY