# 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
LSF5 Cactus, LLC		104/04/2007 1	LIMITED LIABILITY COMPANY: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Gramercy Investment Trust
Street Address:	420 Lexington Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10170
Entity Type:	Real Estate Investment Trust: MARYLAND

PROPERTY NUMBERS Total: 22

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:	2992302	LONE STAR STEAKHOUSE & SALOON
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

TRADEMARK "REEL: 003521 FRAME: 0716

900074353

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

### CORRESPONDENCE DATA

Fax Number: (415)268-7522

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: dpung@mofo.com

Correspondent Name: Jennifer Lee Taylor

Address Line 1: Morrison & Foerster LLP, 425 Market St.

Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	59020-46
NAME OF SUBMITTER:	Jennifer Lee Taylor
Signature:	/Jennifer Lee Taylor/
Date:	04/12/2007

### Total Attachments: 14

source=LSF V Cactus Security Agmt (trademarks)#page1.tif source=LSF V Cactus Security Agmt (trademarks)#page2.tif source=LSF V Cactus Security Agmt (trademarks)#page3.tif source=LSF V Cactus Security Agmt (trademarks)#page4.tif source=LSF V Cactus Security Agmt (trademarks)#page5.tif source=LSF V Cactus Security Agmt (trademarks)#page6.tif source=LSF V Cactus Security Agmt (trademarks)#page7.tif source=LSF V Cactus Security Agmt (trademarks)#page8.tif source=LSF V Cactus Security Agmt (trademarks)#page9.tif source=LSF V Cactus Security Agmt (trademarks)#page10.tif source=LSF V Cactus Security Agmt (trademarks)#page11.tif source=LSF V Cactus Security Agmt (trademarks)#page12.tif source=LSF V Cactus Security Agmt (trademarks)#page13.tif source=LSF V Cactus Security Agmt (trademarks)#page13.tif source=LSF V Cactus Security Agmt (trademarks)#page14.tif

### **SECURITY AGREEMENT (TRADEMARKS)**

THIS SECURITY AGREEMENT (TRADEMARKS) (the "Trademark Security Agreement") is made and dated this 4th day of April, 2007 by and between LSF5 CACTUS, LLC, a Delaware limited liability company (the "Debtor") and GRAMERCY INVESTMENT TRUST, a Maryland real estate investment trust ("Secured Party").

- Definitions. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Security Agreement dated as of April 4, 2007, among the Debtor, its Subsidiaries that are parties thereto (each, a "Cactus Maker," and, together with their respective permitted successors and assigns and Debtor, collectively, the "Cactus Makers"), LSF5 Spur, LLC, a Delaware limited liability company (together with its permitted successors and assigns, "Spur"), its Subsidiaries that are parties hereto (each, a "Spur Maker," and, together their respective permitted successors and assigns and Spur, the "Spur Makers" and, together with the Cactus Makers, "Makers") and Secured Party, as the same may be amended, restated, replaced, severed, split, supplemented or otherwise modified from time to time.
- Grant of Security Interest. As collateral security for the Obligations that Debtor may, from time to time, have to Secured Party, Debtor hereby grants a security interest to Secured Party in all of Debtor's right, title and interest in the following (the "Trademark Collateral"), whether now owned or hereafter acquired: (a) the trademarks described on Schedule 1 to this Trademark Security Agreement and all other trademarks; (b) all rights to license and to use the Trademark Collateral; (c) all rights (but not the obligation) to register with respect to the Trademark Collateral claims under any state, federal or foreign trademark law or regulation; (d) all rights, claims and interests under licensing or other contracts pertaining to the Trademark Collateral; (e) all goodwill and general intangibles associated with the Trademark Collateral; (f) all rights (but not the obligation) to maintain claims for past, present and future infringements of the Trademark Collateral and the right to enforce the same; and (g) all products and proceeds of any of the foregoing.
- No Present Assignment. Neither this Trademark Security Agreement, nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights and security interest of Secured Party, it is the intention of the parties hereto that Debtor continue to own the Trademark Collateral.
- 4. Representations and Warranties. Debtor hereby represents and warrants to Secured Party that (a) Debtor has good and valid title to the Trademark Collateral, and has granted to Secured Party a first priority perfected security interest therein and (b) Debtor's mailing address is:

224 East Douglas, Suite 700 Wichita, Kansas 67202

with a copy to:

717 N. Harwood Street, Suite 2200 Dallas, Texas 75201 Attention: Legal Department

Telecopier: (214) 754-8401

- Covenants. Debtor hereby agrees, at no cost or expense to Secured Party: (a) to 5. do all acts (other than acts which are required to be done by Secured Party) that may be reasonably necessary to maintain, preserve and protect any material Trademark Collateral, and to do all acts (other than acts which are required to be done by Secured Party) that may be necessary to maintain, preserve and protect the first priority perfected security interest of Secured Party therein subject only to Permitted Encumbrances; (b) to keep separate, accurate and complete records of the Trademark Collateral and to provide Secured Party with such records and such other reports and information relating to the Trademark Collateral as Secured Party may reasonably request from time to time; (c) promptly upon acquisition of rights in federally registered trademarks, to notify Secured Party and cause to be executed, delivered and recorded supplements to this Trademark Security Agreement, and/or such other documents and agreements as Secured Party may reasonably require to establish and to maintain a first priority perfected security interest in the Trademark Collateral; (d) unless it shall reasonably and in good faith determine that such Trademark Collateral is not of material economic value to Debtor, not (i) fail to continue to use any of the trademarks in order to maintain all of the trademarks in full force free from any claim of abandonment for non-use, (ii) fail to maintain as in the past the quality of products and services offered under all of the trademarks, (iii) fail to employ all of the trademarks registered with any federal or state or foreign authority with an appropriate notice of such registration, (iv) adopt or use any other trademark which is confusingly similar or a colorable imitation of any of the trademarks, (v) use any of the trademarks registered with any federal or state or foreign authority except for the uses for which registration or application for registration of the trademarks has been made, or (vi) do or permit any act or knowingly omit to do any act whereby any of the trademarks may lapse or become invalid or unenforceable; (d) notify Secured Party immediately if it knows, or has reason to know that any application or registration relating to any material item of the Trademark Collateral may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any foreign counterpart thereof or any court) regarding Debtor's ownership of any of the Trademark Collateral, its right to register the same or to keep and maintain and enforce the same; (e) not file, or suffer to be filed, an application for the registration of any trademark with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, unless it promptly informs Secured Party, and upon request of Secured Party, executes and delivers any and all agreements, instruments, documents and papers as Secured Party may reasonably request to evidence Secured Party's security interest in such Trademark Collateral and the goodwill and general intangibles of Debtor relating thereto or represented thereby; and (f) that Secured Party may file or record this Trademark Security Agreement with the United States Patent and Trademark Office and also may file financing statements in all locations deemed appropriate by Secured Party from time to time, and in connection with the filing of such financing statements, Debtor acknowledges and agrees that Secured Party may utilize a general description of the Trademark Collateral.
- 6. <u>Collection of Collateral Payments</u>. Upon the request of Secured Party made at any time while an Event of Default pursuant to <u>Section 7.1(a)</u> of the Note exists, Debtor will (a) notify and direct any licensee or other party who is obligated to make payments ("<u>Payment Trademark Collateral</u>") on the Trademark Collateral, to make payment thereof to such accounts as Secured Party may direct in writing and/or (b) forthwith upon receipt, transmit and deliver to Secured Party, in the form received, all cash, checks, drafts and other instruments for the payment of money (properly endorsed where required so that such items may be collected by

Secured Party) which may be received by Debtor at any time on account of any Trademark Collateral Payment and, until delivered to Secured Party, such items will be held in trust for Secured Party and will not be commingled by Debtor with any of its other funds or property. Thereafter, Secured Party is hereby authorized and empowered to endorse the name of Debtor on any check, draft or other instrument for the payment of money received by Secured Party on account of any Trademark Collateral Payment if Secured Party believes such endorsement is necessary or desirable for purposes of collection. Debtor will indemnify and save harmless Secured Party from and against all reasonable liabilities and expenses on account of any adverse claim asserted against Secured Party relating to any moneys received by Secured Party on account of any Trademark Collateral Payment and such obligation of Debtor shall continue in effect after and notwithstanding the discharge of the Obligations and the release of the security interest granted in this Trademark Security Agreement.

## 7. Remedies.

- (a) During the continuance of an Event of Default pursuant to Section 7.1(a) of the Note, unless Secured Party has otherwise agreed to forbear in the exercise of remedies, Secured Party may, without notice to or demand on Debtor and in addition to all rights and remedies available to Secured Party with respect to the Obligations, at law, in equity or otherwise, do any one or more of the following: (i) foreclose or otherwise enforce Secured Party's security interest in any manner permitted by law or provided for in this Trademark Security Agreement; (ii) sell, lease, license or otherwise dispose of any Trademark Collateral at one or more public or private sales at Secured Party's place of business or any other place or places, including, without limitation, any broker's board or securities exchange, whether or not such Trademark Collateral is present at the place of sale, for cash or credit or future delivery, on such terms and in such manner as Secured Party may determine; (iii) recover from Debtor all costs and expenses, including, without limitation, reasonable attorneys' fees (including the allocated cost of internal counsel), incurred or paid by Secured Party in exercising any right, power or remedy provided by this Trademark Security Agreement; and (iv) in connection with the disposition of any Trademark Collateral, disclaim any warranty relating to title, possession or quiet enjoyment.
- (b) Unless the Trademark Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Debtor shall be given five (5) Business Days' prior notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of Trademark Collateral is to be made pursuant to this Trademark Security Agreement, which notice Debtor hereby agrees shall be deemed reasonable notice thereof.
- (c) Upon any sale or other disposition pursuant to this Trademark Security Agreement, Secured Party shall have the right to deliver, assign and transfer to the purchaser thereof the Trademark Collateral or portion thereof so sold or disposed of. Each purchaser at any such sale or other disposition (including Secured Party) shall hold the Trademark Collateral free from any claim or right of whatever kind, including any equity or right of redemption of Debtor, and Debtor specifically waives (to the extent permitted by law) all rights of redemption, stay or appraisal which it has or may have under any rule of law or statute now existing or hereafter adopted.

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- (d) Any deficiency with respect to the Obligations existing after the disposition or liquidation of the Trademark Collateral shall be a continuing liability of Debtor to Secured Party and shall be immediately paid by Debtor to Secured Party.
- (e) If any non-cash proceeds are received in connection with any sale or disposition of any Trademark Collateral, Secured Party shall not apply such non-cash proceeds to the Obligations unless and until such proceeds are converted to cash; provided, however, that if such non-cash proceeds are not expected on the date of receipt thereof to be converted to cash within one year after such date, Secured Party shall use commercially reasonable efforts to convert such non-cash proceeds to cash within such one year period.
- (f) Debtor expressly waives to the extent permitted under applicable law any constitutional or other right to a judicial hearing prior to the time Secured Party takes possession or disposes of the Trademark Collateral.
- 8. <u>Miscellaneous</u>. The rights, powers and remedies of Secured Party under this Trademark Security Agreement shall be in addition to all rights, powers and remedies given to Secured Party by virtue of any statute or rule of law or any other agreement, all of which rights, powers and remedies shall be cumulative and may be exercised successively or concurrently without impairing Secured Party's security interest in the Trademark Collateral. Any delay or failure by Secured Party to exercise any right, power or remedy shall not constitute a waiver thereof by Secured Party, and no single or partial exercise by Secured Party of any right, power or remedy shall preclude other or further exercise thereof or any exercise of any other rights, powers or remedies. This Trademark Security Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement. The illegality or unenforceability of any provision of this Trademark Security Agreement or any instrument or agreement required hereunder or thereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions hereof or thereof.
- 9. <u>Governing Law</u>. The provisions of Section 8.6 of the Note are hereby incorporated in this Agreement with the same force and effect as if fully set forth herein.

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IN WITNESS WHEREOF, the parties to this Trademark Security Agreement have caused it to be executed the date and year first above written.

LSF5 CACTUS, LLC

Name: Marc L. Lipshy

Title: Vice President

TRADEMARK

**REEL: 003521 FRAME: 0722** 

# **GRAMERCY INVESTMENT TRUST**, a

Maryland real estate investment trust

By:

Name: Robert R. Foley
Title: Chief Financial Officer

**TRADEMARK** 

**REEL: 003521 FRAME: 0723** 

# SCHEDULE 1 TO SECURITY AGREEMENT (TRADEMARKS)

No.	No. Mark	Country/State	Filing Date	Serial No.	Registration Date	Registration No.	Goods/services
-	LONE STAR	U.S.A.	12/29/99	75/883,253			Clothing, namely, t-shirts, men's and women's sport shirts, sweat shirts, polo shirts and caps
2	TONE STAR	Ü.S.A.	12/29/999	75/883,254			Clothing, namely t-shirts, men's and women's sports shirts, sweat shirts, polo shirts and caps
3	LONE STAR	U.S.A.	12/29/99	75/883,256	07/23/02	2,596,707	Restaurant and bar services
4	FONE STAR	U.S.A.	12/29/99	75/883,255	07/23/02	2,596,706	Restaurant and bar services
ν	LONE STAR BARBECUE & STEAKHOUSE	U.S.A.	08/12/05	78/691,561			Restaurant and bar services
9	LONE STAR BBQ & STEAKHOUSE	U.S.A.	01/05/05	78/663,685			Restaurant and bar services
7		U.S.A.	09/18/78	74/185,882	05/26/81	1,155,907	Nightclub services featuring musical entertainment; restaurant services
∞	LONE STAR STEAKHOUSE & SALOON	U.S.A.	07/02/04	78/445,281	50/90/60	2,992,300	Clothing, namely, men's and women's shirts and caps
6	CONEXCOUSE &	U.S.A.	02/21/92	74/248,262	11/10/92	1,731,247	Clothing, namely, men's and women's sports shirts, sweat shirts, polo shirts and caps

ny-745314

No.	No.   Mark	Country/State	Filing Date	Serial No.	Registration Date	Registration No.	Goods/services
10	LONE STAR STEAKHOUSE & SALOON	U.S.A.	07/02/04	78/445,215	09/20/02	2,997,691	Restaurant and bar services
11	COMENTANTO STAR	U.S.A.	02/21/92	74/248,299	03/09/99	2,229,771	Restaurant services
12	LONE STAR TAKE AWAY	U.S.A.	08/12/05	78/691,550			Restaurant and bar services
13	LONE STAR	U.S.A.	07/22/05	78/676,586			Restaurant and bar services
14	OIL BARON MARGARITA	U.S.A.	09/02/03	78/295,147			Prepared alcoholic margarita cocktails
15	OIL BARON RITA	U.S.A.	09/05/03	78/295,141	08/17/04	2,874,975	Prepared alcoholic margarita cocktails
16	PANCHO AND LEFTY'S	U.S.A.	03/14/90	74/038,399	06/11/91	1,647,802	Restaurant and bar services
17	ROSITA'S FILET	U.S.A.	08/14/96	75/149,976	12/04/01	2,513,625	Prepared steak entrees served on the premises of the applicant's restaurant
18	SWEET BOURBON SALMON	U.S.A.	11/16/94	74/599,398	09/02/97	2,093,759	Fish served in a restaurant
19	TEXAS ROSE	U.S.A.	10/22/00	78/032,333	06/18/02	2,583,856	Fried onions
20	THE LONE STAR STATE OF MIND	U.S.A.	03/17/01	78/053,679	10/08/02	2,631,794	Restaurant and bar services
21	WICKED BURRITO	U.S.A.	26/20/80	74/711,736	04/22/97	2,054,042	Restaurant services

Goods/services	Restaurant and bar services	Restaurant and bar services	Burritos	Restaurant Services	Restaurant Services	Clothing and Headgear	Restaurant Services; Provision of Food and Drink	Providing of Food & Drink; Restaurant Services	Prepared Meat Entrees	Restaurant and Food Services	Clothing and Headgear
Registration No.	S-11519	S-11520	1,973,484	8208	A574673	A574672	710032	761106	813981	813982	813983
Registration Date	03/26/1992	03/26/1992	05/07/1996	07/23/2004	06/27/1994	03/08/1995	06/10/1997	12/18/1998	02/26/2002	12/01/2000	12/01/2000
Serial No.			74/591102	8208	574673	574672	710032	761106	813981	813982	813983
Filing Date			10/27/1994	06/22/2000	03/18/1992	03/18/1992	06/04/1996	05/01/1998	11/16/1999	11/17/1999	11/17/1999
Country/State	U.S.A./ Georgia	U.S.A./ Georgia	U.S.A.	Angola	Australia	Australia	Australia	Australia	Australia	Australia	Australia
No. Mark	LONE STAR STEAKS	LONE STAR STEAKS	WICKED BURRITO (in Class 30)	LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	LONE STAR STEAKHOUSE & SALOON & HAT DESIGN	TEXAS STAR STEAKHOUSE & SALOON	ROSITA'S FILET	LONE STAR & STAR DESIGN & TAKEAWAY (STYLIZED)	LONE STAR & STAR DESIGN
No.	22	23	24	25	26	27	28	29	30	31	32

Goods/services		Restaurant and Take-Away Food Services Being Services Included in Class 42	Restaurant and Take-Away Food Services Being Services Included in Class 42	Clothing, Footwear & Headgear; Restaurant services	Clothing, Footwear & Headgear; Restaurant services	Clothing, Footwear & Headgear	Catering and Restaurant Services	Restaurant Services
Registration No.	BN4815026	A538719	A538713	003842028	150841	200168	1569506	91767
Registration Date	03/10/1990	04/20/1993	05/19/1993	09/12/2005	01/10/2005	04/30/1996	10/13/1995	09/01/1998
Serial No.	BN4815026	538719	538713	003842028	2004	3141/95	1569506	02881
Filing Date	03/10/1990	07/25/1990	07/25/1990	05/17/2004	05/12/2004	05/24/1995	04/21/1994	05/03/1994
Country/State	Australia	Australia	Australia	Community	Costa Rica	Finland	Great Britain	Guatemala
No. Mark	LONE STAR STEAKHOUSE & SALOON	LONE STAR CANTINA & STAR DESIGN	LONE STAR CANTINA BIGGER THAN TEXAS & DESIGN	LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	LONE STAR STEAKHOUSE & SALOON & STAR DESIGN
No.	33	34	35	36	37	38	39	40

Goods/services	Restaurant Services; All Included in Class 42	Restaurant, Self-Service Restaurants, Cafeteria, Canteen, Catering, Bistro, Snack Bar, Cafe, Bars, Cocktail Lounge/Saloon Bar, Wine Bar, Night Clubs, Coffee Shop, Bakery and Patisserie, Take Away Food and Beverage Services, Food Delivery Services; The Provision of Food Ordering Services Through an On Line Computer Network; all other Services Concerned with the Provision of Food and Beverages for Human Consumption	Articles of Clothing; Non-Athletic and Non-Canvas Footwear, Namely Cowboy Boots; and Headgear; all included in Class 25	Restaurant Services	Clothing; Footwear, Clothing for Sports and Footwear for Sports
Registration No.	3103/95	DM000005616	169638	200192	4182161
Registration Date	04/19/1995	04/22/2004	05/23/1995	04/17/1998	08/28/1998
Serial No.	14498/92	J0020031132	95/3538	94/2302	214192/1992
Filing Date	08/13/1992	05/07/2003	05/23/1995	07/01/1996	09/24/1992
Country/State	Hong Kong	Indonesia	Ireland	Ireland	Japan
No. Mark	LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	LONE STAR STEAKHOUSE & SALOON & STAR DESIGN
No.	41	42	43	44	45

Goods/services	Restaurant Services	Clothing, Footwear and Headgear	Restaurant Services	Restaurant Services	Clothing, Footwear and Headgear	Clothing, Footwear and Headgear	Restaurant Services	Jackets, Sweatshirts, T-Shirts, Hats, Vests, Boots, Socks, Shirts, Jeans and Trousers for Men, Women and Children	Restaurant Services
Registration No.	177843	310414	T92/01870D	035699	309467	530889	067010	TM6140	SM891
Registration Date	11/07/1996	05/17/1996	03/17/1992	04/25/1997	03/01/1996	02/22/2005	11/16/1993	10/25/1993	04/25/1994
Serial No.	95.5754	310414	1870/92	95-6807	06090-56	50265/2005	(81)50979	230232	230233
Filing Date	09/18/1995	05/30/1995	03/17/1992	07/07/1995	05/23/1995	01/13/2005	10/12/1992	07/02/1992	07/02/1992
Country/State	Norway	Portugal	Singapore	South Korea	Sweden	Switzerland	Taiwan	Thailand	Thailand
Mark	LONE STAR STEAKHOUSE & SALOON & STAR DESIGN	LONE STAR STEAKHOUSE &							
No.	54	55	56	57	58	59	09	61	62

			Headgear			
Goods/services			Clothing, Footwear and Headgear	Restaurant Services		
Registration         Registration No.         Goods/services           Date         Ante         Ante			65210			
Registration Date			07/27/2005			
ate Serial No.			4-2004-03652 07/27/2005			
Filing Date			04/21/2004			
Country/State Filing Da			Vietnam			
lark	SALOON & STAR	DESIGN	63 LONE STAR	STEAKHOUSE &	SALOON & STAR	ואטזיינו ט
No. Mark	S		63 L	S	S	_