

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CENTER CUT HOSPITALITY, INC.		07/06/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC, as Collateral Agent		
Street Address:	200 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1962699	DEL FRISCO'S	
Registration Number:	1958923	DOUBLE EAGLE STEAK HOUSE	
Serial Number:	78856909	DEL FRISCO'S DOUBLE EAGLE STEAK HOUSE U.S.D.A. PRIME	
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	
Registration Number:	2256909	RINGSIDE AT SULLIVAN'S	
Registration Number:	2249440	RINGSIDE AT SULLIVAN'S	
Registration Number:	2062637	SULLIVAN'S STEAKHOUSE	
Registration Number:	2529991	SULLIVAN'S STEAKHOUSE	
Registration Number:	2853848	SWINGIN' AT SULLIVAN'S	
Serial Number:	78267308	SWINGIN' AT SULLY'S	
Serial Number:	78813458	SULLIVAN'S STEAKHOUSE	

TRADEMARK

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REEL: 003617 FRAME: 0855

OP \$365.00 1962699

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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

Phone: 714-540-1235

Email: ipdocket@lw.com, kristin.azcona@lw.com

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 Town Center Drive, 20th Floor

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

039269-0019

NAME OF SUBMITTER:

Kristin J. Azcona

Signature:

/kja/

Date:

09/10/2007

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 6, 2007 (as amended, restated, amended and restated, refinanced, replaced, supplemented or modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of BARCLAYS BANK PLC, as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (together with its permitted successors and assigns, the "Collateral Agent").

WHEREAS, LSF5 WAGON INVESTMENTS, LLC, a Delaware limited liability company ("Holdings") and CENTER CUT HOSPITALITY, INC., formerly known as Lone Star Steakhouse & Saloon, Inc., a Delaware corporation (the "Borrower") have entered into a Credit Agreement, dated as of July 6, 2007 (as amended, restated, amended and restated, refinanced, replaced, supplemented or modified from time to time, the "Credit Agreement") with the Collateral Agent, the several banks, financial institutions and other entities from time to time parties thereto (the "Lenders"), BARCLAYS CAPITAL, the investment banking division of BARCLAYS BANK PLC, and Wells Fargo Bank, N.A., as Syndication Agents, BARCLAYS CAPITAL as Lead Arranger and Sole Bookrunner, and BARCLAYS BANK PLC, as Administrative Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of July 6, 2007 in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain Property, including without limitation certain Intellectual Property of the Grantors to the Collateral Agent, for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all United States trademarks, service marks, trade names, domain names, corporate names, company names, business names, trade dress, trade styles or logos and all registrations of and applications to register the foregoing (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed and accepted) and any new renewals thereof, including each registration and application

identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and dilutions thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements and dilutions thereof) and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above;

(b) (i) all United States patents, patent applications, including without limitation each issued patent and patent application identified on Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever accruing thereunder or pertaining thereto;

(c) (i) all United States copyrights, whether or not the underlying works of authorship have been published, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including each registration identified on Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto; and

(d) any and all Proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the United States Register of Copyrights or the United States Commissioner of Patents and Trademarks, as applicable, record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic pdf), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

CENTER CUT HOSPITALITY, INC.
(d/b/a Lone Star Steakhouse & Saloon, Inc.)

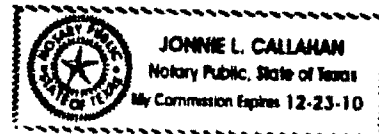
By: Marc L. Lipsky
Name: Marc L. Lipsky
Title: President

STATE OF Texas)
COUNTY OF Dallas) S9.1

On this 3 day of July, 2007, before me personally appeared Marc L. Lipsky, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.

Jonnie L. Callahan
Notary Public

My commission expires:








BARCLAYS BANK PLC, as Collateral Agent

By: *Diane F. Rolfe*
Name: *Diane F. Rolfe*
Title: *Director*



INTELLECTUAL PROPERTY

I. Trademarks and Trademark Licenses:

Debtor/Grantor	Title	Country/ State	Filing Date/Issued Date	Status	Application/ Registration No.
Center Cut Hospitality, Inc. (f/k/a Lone Star Steakhouse & Saloon, Inc.)	DEL FRISCO'S	U.S.A.	03/29/1994		1,962,699
	DOUBLE EAGLE STEAK HOUSE	U.S.A.	04/19/1995		1,958,923
		U.S.A.	04/07/2006		78856909
	DEL FRISCO'S DOUBLE EAGLE STEAK HOUSE	Australia	10/27/1997		747210
	DEL FRISCO'S DOUBLE EAGLE STEAK HOUSE	Great Britain	10/27/1997		2149097
	DEL FRISCO'S DOUBLE EAGLE STEAK HOUSE	Hong Kong	04/06/2004		30019196
	DEL FRISCO'S DOUBLE EAGLE STEAK HOUSE	Indonesia	11/13/1997		424897
	DEL FRISCO'S DOUBLE EAGLE STEAK HOUSE	Japan	11/05/1997		4298473
	DEL FRISCO'S DOUBLE EAGLE STEAK HOUSE	Mexico	10/27/1997		566374
	DEL FRISCO'S DOUBLE EAGLE STEAK HOUSE	Singapore	10/28/1997		T97/13291B
	DEL FRISCO'S DOUBLE EAGLE STEAK HOUSE	Spain	10/29/1997		2122775
	DEL FRISCO'S DOUBLE EAGLE STEAK HOUSE	Taiwan	10/30/1997		119227
	DEL FRISCO'S (SCRIPT) DOUBLE	Thailand	12/30/1997		BOR10478

Debtor/Grantor	Title	Country/ State	Filing Date/Issued Date	Status	Application/ Registration No.
	EAGLE STEAK HOUSE				
	DEL FRISCO'S DOUBLE EAGLE STEAK HOUSE	Vietnam	10/27/1997		30151
	HAVANA DEE'S CIGAR LOUNGE	U.S.A.	06/26/98		2,401,261
		U.S.A	06/26/98		2,398,985
		U.S.A.	06/26/98		2,396,819
	HAVANA DEE'S	U.S.A.	06/26/98		2,398,984
			03/19/98		2,256,909
	RINGSIDE AT SULLIVAN'S	U.S.A.	03/19/98		2,249,440
	SULLIVAN'S STEAKHOUSE	U.S.A.	09/15/95		2,062,637
	SULLIVAN'S STEAKHOUSE	U.S.A.	05/10/01		2,529,991
	SWINGIN' AT SULLIVAN'S	U.S.A.	06/26/03		2,853,848
	SWINGIN' AT SULLY'S	U.S.A.	06/26/03		78267308
		U.S.A.	02/13/2006		78813458
	SULLIVAN'S STEAKHOUSE (AND DESIGN)	Texas			5601117
	SULLIVAN'S STEAKHOUSE (AND	Texas			5581517

Debtor/Grantor	Title	Country/ State	Filing Date/Issued Date	Status	Application/ Registration No.
	DESIGN)				
	SULLIVAN'S STEAKHOUSE	Illinois			083272
	SULLIVAN'S STEAKHOUSE	Louisiana			TRO-56-1981
	SULLIVAN'S STEAKHOUSE	Pennsylvania			2863373
	SULLIVAN'S STEAKHOUSE	Texas			5845117
	SULLIVAN'S STEAKHOUSE	Alaska			3131
	SULLIVAN'S STEAKHOUSE	Delaware			1999911609
	SULLIVAN'S STEAKHOUSE	Australia	10/24/1997		747099
	SULLIVAN'S STEAKHOUSE & DESIGN	Australia	10/27/1997		747209
	SULLIVAN'S STEAKHOUSE	Canada	10/27/1997		TMA534894
	SULLIVAN'S STEAKHOUSE	Community	09/30/1998		000971150
	SULLIVAN'S STEAKHOUSE & DESIGN	Great Britain	11/04/1997		2149968
	SULLIVAN'S STEAKHOUSE & DESIGN	Hong Kong	04/06/2004		300191204
	SULLIVAN'S STEAKHOUSE	Hong Kong	04/06/2004		300191213
	SULLIVAN'S STEAKHOUSE	Indonesia	11/13/1997		424104
	SULLIVAN'S STEAKHOUSE	Indonesia	11/13/1997		424896
	SULLIVAN'S STEAKHOUSE	Japan	11/05/1997		4287385
	SULLIVAN'S STEAKHOUSE & DESIGN	Japan	11/05/1997		4298472
	SULLIVAN'S STEAKHOUSE	Mexico	10/23/1997		565772
	SULLIVAN'S STEAKHOUSE & DESIGN	Mexico	11/10/1997		568289
	SULLIVAN'S STEAKHOUSE	Singapore	10/29/1997		T97/13345E
	SULLIVAN'S	Singapore	10/28/1997		T97/13290D

Debtor/Grantor	Title	Country/ State	Filing Date/Issued Date	Status	Application/ Registration No.
	STEAKHOUSE & DESIGN				
	SULLIVAN'S STEAKHOUSE	Spain	10/27/1997		2122243
	SULLIVAN'S STEAKHOUSE & DESIGN	Spain	10/29/1997		2122776
	SULLIVAN'S STEAKHOUSE	Taiwan	10/30/1997		106434
	SULLIVAN'S STEAKHOUSE & DESIGN	Taiwan	11/03/1997		108514
	SULLIVAN'S STEAKHOUSE	Thailand	12/30/1997		SM7739
	SULLIVAN'S STEAKHOUSE & DESIGN	Thailand	12/30/1997		SM7740
	SULLIVAN'S STEAKHOUSE	Vietnam	10/24/1997		30140
	SULLIVAN'S STEAKHOUSE & DESIGN	Vietnam	10/27/1997		30152
	DEL FRISCO'S DOUBLE EAGLE STEAK HOUSE & Design  <small>Double Eagle Steak House</small>	Canada	PENDING		124781800
	SULLIVAN'S STEAKHOUSE & Design 	Canada	PENDING		124781700