

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignor to reflect "Wapango, LLC" "Citizenship: Missouri" and delete Reg.Nos. 1966742, 2707208, 2685273, 1899369 previously recorded on Reel 003797 Frame 0564. Assignor(s) hereby confirms the Assignor: Coastal Restaurants, L.P. Assignee: The Frost National Bank.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wapango, LLC		06/11/2008	LIMITED LIABILITY COMPANY: MISSOURI

RECEIVING PARTY DATA

Name:	The Frost National Bank
Street Address:	P.O. Box 1600
Internal Address:	Attn: Stephen S. Martin, Vice-President
City:	San Antonio
State/Country:	TEXAS
Postal Code:	78296
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3289042	WAPANGO

CORRESPONDENCE DATA

Fax Number: (214)745-5390
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-745-5730
 Email: bgarrard@winstead.com
 Correspondent Name: Winstead PC
 Address Line 1: P.O. Box 50784
 Address Line 2: Attn: Beverly Garrard/IP Docketing
 Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	26914-42 -BG
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CH \$40.00 3289042

NAME OF SUBMITTER:	Diane K. Lettelleir
Signature:	/Diane K. Lettelleir/
Date:	08/04/2008

Total Attachments: 86

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TO: WINSTEAD PC COMPANY: P.O. BOX 50784



UNITED STATES PATENT AND TRADEMARK OFFICE

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


900109191A

JUNE 17, 2008

PTAS

 WINSTEAD PC
 P.O. BOX 50784
 ATTN: BEVERLY GARRARD/IP DOCKETING
 DALLAS, TX 75201

 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: 06/17/2008

REEL/FRAME: 003797/0564

NUMBER OF PAGES: 84

 BRIEF: SECURITY INTEREST
 DOCKET NUMBER: 26914-42 - BG

ASSIGNOR:

~~COASTAL RESTAURANTS, L.P.~~

Wapanquo, LLC

DOC DATE: 06/11/2008

CITIZENSHIP: ~~TEXAS~~ MissouriENTITY: LIMITED LIABILITY
COMPANY

ASSIGNEE:

 THE FROST NATIONAL BANK
 P.O. BOX 1600
 ATTN: STEPHEN S. MARTIN, VICE-
 PRESIDENT
 SAN ANTONIO, TEXAS 78296

 CITIZENSHIP: UNITED STATES
 ENTITY: NATIONAL BANKING
 ASSOCIATION

TO:WINSTEAD PC COMPANY:P.O. BOX 50784

003797/0564 PAGE 2

APPLICATION NUMBER: 74660753
REGISTRATION NUMBER: 1966742

FILING DATE: 04/14/1995
ISSUE DATE: 04/09/1996

MARK: COZYMEL'S
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 78179599
REGISTRATION NUMBER: 2707208

FILING DATE: 05/17/2002
ISSUE DATE: 04/15/2003

MARK: COZYMEL'S COASTAL GRILL
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76104217
REGISTRATION NUMBER: 2685273

FILING DATE: 08/07/2000
ISSUE DATE: 02/11/2003

MARK: MAYA RITA
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74515274
REGISTRATION NUMBER: 1889369

FILING DATE: 04/22/1994
ISSUE DATE: 06/13/1995

MARK: MAKE IT A COZYWORLD
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 78853119
REGISTRATION NUMBER: 3289042

FILING DATE: 04/04/2006
ISSUE DATE: 09/04/2007

MARK: WAPANGO
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

Delete

Keep

ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

TO: WINSTEAD PC COMPANY: P.O. BOX 50784

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.106/17/2008
900109191

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coastal Restaurants, L.P.		06/11/2008	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	The Frost National Bank		
Street Address:	P.O. Box 1600		
Internal Address:	Attn: Stephen S. Martin, Vice-President		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78296		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1966742	COZYMEL'S	
Registration Number:	2707208	COZYMEL'S COASTAL GRILL	
Registration Number:	2685273	MAYA RITA	
Registration Number:	1899369	MAKE IT A COZYWORLD	
Registration Number:	3289042	WAPANGO	
CORRESPONDENCE DATA			
Fax Number:	(214)745-5390		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	214.745.5730		
Email:	bgarrard@winstead.com		
Correspondent Name:	Winstead PC		
Address Line 1:	P.O. Box 50784		
Address Line 2:	Attn: Beverly Garrard/IP Docketing		
Address Line 4:	Dallas, TEXAS 75201		

CH \$140.00 1966742

TO: WINSTEAD PC COMPANY: P.O. BOX 50784

ATTORNEY DOCKET NUMBER:	26914-42 - BG
NAME OF SUBMITTER:	Diane K. Lettelleir
Signature:	/Diane K. Lettelleir/
Date:	06/17/2008

Total Attachments: 81

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SUBSIDIARY SECURITY AGREEMENT

THIS SUBSIDIARY SECURITY AGREEMENT (this agreement, together with all amendments and restatements and all Joinders, this "Agreement") is made as of June 11, 2008, by each of the signatories hereto and each other Person which may from time to time become a party to this Agreement pursuant to Section 10(o) (each individually, a "Debtor" and, collectively, the "Debtors"), in favor of THE FROST NATIONAL BANK, a national banking association (the "Secured Party"), whose address is P.O. Box 1600, San Antonio, Texas 78296. Debtor hereby agrees with Secured Party as follows:

1. Definitions. As used in this Agreement, the following terms shall have the meanings indicated below:

(a) "Borrower" means COASTAL RESTAURANTS, L.P. a Texas limited partnership.

(b) "Code" means the Texas Business and Commerce Code as in effect in the State of Texas on the date of this Agreement or as it may hereafter be amended from time to time.

(c) "Collateral" means all of the personal property of a Debtor, including but not limited to, wherever located, and now owned or hereafter acquired:

(i) All "accounts", as defined in the Code (including all health care insurance receivables), together with any and all books of account, customer lists and in any case where an account arises from the sale of goods, the interest of Debtor in such goods.

(ii) All "inventory" as defined in the Code.

(iii) All "chattel paper" as defined in the Code.

(iv) All "equipment" as defined in the Code, of whatsoever kind and character now or hereafter possessed, held, acquired, leased or owned by such Debtor and used or usable in such Debtor's business, and in any event shall include, but shall not be limited to, all machinery, tools, computer software, office equipment, furniture, appliances, furnishings, fixtures, vehicles, motor vehicles, together with all replacements, accessories, additions, substitutions and accessions to all of the foregoing, and all manuals and instructions. To the extent that the foregoing property is located on, attached to, annexed to, related to, or used in connection with, or otherwise made a part of, and is or shall become fixtures upon, real property, such real property and the record owner thereof (if other than such Debtor) is described on Schedule 1 attached hereto and made a part hereof.

(v) All "fixtures" as defined in the Code.

(vi) All “instruments” as defined in the Code (including promissory notes).

(vii) All “investment property” as defined in the Code.

(viii) All “documents” as defined in the Code.

(ix) All “deposit accounts” as defined in the Code.

(x) All “commercial tort claims” as defined in the Code, including but not limited to all commercial tort claims described on Schedule 8.

(xi) All “letter of credit rights” as defined in the Code.

(xii) All “general intangibles” as defined in the Code, including all rights in all payment intangibles, permits, regulatory approvals, copyrights, patents, trademarks, service marks, trade names, mask works, goodwill, licenses and all other intellectual property owned by such Debtor or used in such Debtor’s business.

(xiii) All “supporting obligations” as defined in the Code.

(xiv) All Patents, Trademarks, Copyrights, and Licenses.

(xv) All records relating in any way to the foregoing and following (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

(xvi) Collateral also includes all PRODUCTS and PROCEEDS of all of the foregoing (including without limitation, insurance payable by reason of loss or damage to the foregoing property) and any property, securities, guaranties or monies of such Debtor which may at any time come into the possession of Secured Party. The designation of proceeds does not authorize any Debtor to sell, transfer or otherwise convey any of the foregoing property except as otherwise provided herein or in the other Loan Documents.

(d) “Copyright License” means any agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Debtor or which any Debtor otherwise has the right to license, or granting any right to any Debtor under any Copyright now or hereafter owned by any third party, and all rights of any Debtor under any such agreement.

(e) “Copyrights” means (i) all copyright rights in any work subject to the copyright Laws of any Governmental Authority, whether as author, assignee, transferee, or otherwise, (ii) all registrations and applications for registration of any such copyright in any Governmental Authority, including registrations, recordings, supplemental registrations, and pending applications for registration in any jurisdiction, and (iii) all rights to use and/or sell any of the foregoing.

(f) “Credit Agreement” means the Credit Agreement dated as of June 11, 2008, between Borrower and Secured Party, together with all amendments and restatements thereto.

(g) “Indebtedness” means (i) all indebtedness, obligations and liabilities of Borrower, each Debtor and each other Obligor to Secured Party of any kind or character, now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several or joint and several, and regardless of whether such indebtedness, obligations and liabilities may, prior to their acquisition by Secured Party, be or have been payable to or in favor of a third party and subsequently acquired by Secured Party (it being contemplated that Secured Party may make such acquisitions from third parties), including without limitation all indebtedness, obligations and liabilities of Borrower, each Debtor and each other Obligor to Secured Party now existing or hereafter arising by note, draft, acceptance, guaranty, endorsement, letter of credit, assignment, purchase, overdraft, discount, indemnity agreement or otherwise, (ii) all Secured Cash Management Obligations, (iii) all Secured Swap Obligations, (iv) all obligations now or hereafter existing of each Debtor and each other Obligor under the Credit Agreement and each other Loan Document (including, but not limited to, the Obligations), (v) all accrued but unpaid interest (including all interest that would accrue but for the existence of a proceeding under any Debtor Relief Laws) on any of the indebtedness described in this definition of “Indebtedness,” (vi) all obligations of Borrower, each Debtor and each other Obligor to Secured Party under any documents evidencing, securing, governing and/or pertaining to all or any part of the indebtedness described in this definition of “Indebtedness,” (vii) all costs and expenses incurred by Secured Party in connection with the collection and administration of all or any part of the indebtedness and obligations described in this definition of “Indebtedness” or the protection or preservation of, or realization upon, the collateral securing all or any part of such indebtedness and obligations, including without limitation all Attorney Costs, and (viii) all renewals, extensions, modifications and rearrangements of the indebtedness and obligations described in this definition of “Indebtedness”.

(h) “License” means any Patent License, Trademark License, Copyright License, or other similar license or sublicense.

(i) “Patent License” means any agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Debtor or which any Debtor otherwise has the right to license, is in existence, or granting to any Debtor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of such Debtor under any such agreement.

(j) “Patents” means (i) all letters patent of any Governmental Authority, all registrations and recordings thereof, and all applications for letters patent of any Governmental Authority, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals, or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

(k) “Trademark License” means any agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Debtor or which any Debtor otherwise has the right to license, or granting to any Debtor any right to use any Trademark now or hereafter owned by any third party, and all rights of such Debtor under any such agreement.

(l) “Trademarks” means (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby, (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, and (iv) all rights to use and/or sell any of the foregoing.

All words and phrases used herein which are expressly defined in Section 1.201 or Chapter 9 of the Code shall have the meaning provided for therein. Other words and phrases defined elsewhere in the Code shall have the meaning specified therein except to the extent such meaning is inconsistent with a definition in Section 1.201 or Chapter 9 of the Code. Capitalized terms not otherwise defined herein have the meaning specified in the Credit Agreement.

2. Security Interest. As security for the Indebtedness, each Debtor, for value received, hereby pledges and grants to Secured Party, to the extent provided in the Intercreditor Agreement (hereinafter defined), a continuing security interest in the Collateral.

3. Representations and Warranties. In addition to any representations and warranties of each Debtor set forth in the Loan Documents, which are incorporated herein by this reference, such Debtor hereby represents and warrants, with respect to itself, the following to Secured Party:

(a) Authority. The execution, delivery and performance of this Agreement and all of the other Loan Documents by such Debtor have been duly authorized by all necessary corporate, limited liability company or limited partnership action, as applicable, of such Debtor.

(b) Accuracy of Information. All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of such Debtor with respect to the Collateral is true and correct in all material respects.

(c) Enforceability. This Agreement and the other Loan Documents constitute legal, valid and binding obligations of such Debtor, enforceable in accordance with their respective terms, except as limited as to enforcement of remedies by Debtor Relief Laws and except to the extent specific remedies may generally be limited by equitable principles.

(d) Ownership and Liens. Such Debtor has good and marketable title to the Collateral free and clear of all Liens or adverse claims, except for Permitted Liens. No dispute, right of setoff, counterclaim or defense exists with respect to all or any part of

the Collateral. Such Debtor has not executed any other security agreement currently affecting the Collateral and no effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office except as may have been executed or filed in favor of Secured Party. Such Debtor has not been a party to a securitization or similar transaction involving assets of such Debtor during the five years preceding the date of this Agreement.

(e) No Conflicts or Consents. Neither the ownership, the intended use of the Collateral by such Debtor, the grant of the security interest by such Debtor to Secured Party herein nor the exercise by Secured Party of its rights or remedies hereunder, will (i) conflict with any provision of (A) any material Law, (B) the articles or certificate of incorporation or bylaws, certificate of limited partnership, partnership agreement, certificate of organization, limited liability company agreement, as appropriate, or other organization or governance document of such Debtor, or (C) any material agreement, judgment, license, order or permit applicable to or binding upon such Debtor, or (ii) result in or require the creation of any Lien upon any assets or properties of such Debtor or of any Person except as may be expressly contemplated in the Loan Documents. Except as expressly contemplated in the Loan Documents, no consent, approval, authorization or order of, and no notice to or filing with, any Governmental Authority or other Person is required in connection with the grant by such Debtor of the security interest herein or the exercise by Secured Party of its rights and remedies hereunder.

(f) Benefit. This Agreement may reasonably be expected to benefit, directly or indirectly, such Debtor, and the Board of Directors, the requisite number of partners or the requisite number of members and managers, as appropriate, of such Debtor has determined that this Agreement may reasonably be expected to benefit, directly or indirectly, such Debtor. Such Debtor is familiar with, and has independently reviewed the books and records regarding, the financial condition of such Borrower and is familiar with the value of any and all collateral intended to be security for the payment of all or any part of the Indebtedness; provided, however, such Debtor is not relying on such financial condition or collateral as an inducement to enter into this Agreement.

(g) Security Interest. Each Debtor has and will have at all times full right, power and authority to grant a security interest in the Collateral to Secured Party in the manner provided herein, free and clear of any Lien or other charge or encumbrance (other than Permitted Liens). This Agreement creates a legal, valid and binding security interest in favor of Secured Party in the Collateral securing the Indebtedness. To the extent permitted in the Code, possession by Secured Party of all certificates, instruments and cash constituting Collateral from time to time and/or the filing of the financing statements delivered prior hereto and/or concurrently herewith by such Debtor to Secured Party will perfect and establish the first priority of Secured Party's security interest hereunder in the Collateral. Upon the filing of a financing statement describing the Collateral with the Uniform Commercial Code central filing officer of the jurisdiction of such Debtor's location, the security interest granted pursuant to this Agreement shall be perfected and prior to all other Liens (other than Permitted Liens) therein (to the extent such security interest can be perfected by the filing of a financing statement).

(h) Location/Identity. Such Debtor's principal place of business and chief executive office (as those terms are used in the Code), is located at the address set forth on Schedule 13 hereto. Except as specified elsewhere herein, all Collateral and records concerning the Collateral shall be kept at such address. Such Debtor's exact legal name, entity type, state of organization, social security number, federal taxpayer identification number and organizational identification number issued by the appropriate authority of the state of organization (the "Organizational Information") are as set forth on Schedule 13. Such Debtor is not organized in more than one jurisdiction. Except as provided herein, the Organizational Information shall not change. During the five years preceding the date of this Agreement, such Debtor has not had or operated under any name other than its name as stated on Schedule 13, has not been organized under the Laws of any jurisdiction other than the jurisdiction listed on Schedule 13, has not been organized as any type of entity other than the type of entity stated on Schedule 13 and the chief executive office of such Debtor has not been located at any address other than as set forth on Schedule 13. Schedule 1 is a complete and correct description of all addresses where Collateral is kept with respect to such Debtor and where Collateral has been kept during the five years preceding the date of this Agreement. Except for Collateral in the possession of Secured Party, such Debtor has exclusive possession and control of all its Collateral and all its records related to such Collateral.

(i) Solvency of Debtors. As of the date hereof, and after giving effect to this Agreement and the completion of all other transactions contemplated by such Debtor at the time of the execution of this Agreement, such Debtor is and will be Solvent. Such Debtor is not entering into this Agreement or any other Loan Document to which such Debtor is a party or its property is subject with the intent of hindering, delaying or defrauding any creditor.

(j) Exclusion of Certain Collateral. Unless otherwise agreed by Secured Party, the Collateral does not include any aircraft, watercraft or vessels, railroad cars, railroad equipment, locomotives or other rolling stock intended for a use related to interstate commerce.

(k) Compliance with Environmental Laws. Except as disclosed in writing to Secured Party: (i) the properties owned, operated or leased by such Debtor (the "Properties") do not contain any Hazardous Materials in amounts or concentrations which (A) constitute, or constituted a violation of, or (B) could reasonably be expected to give rise to liability under, Environmental Laws, which violations and liabilities, in the aggregate, could reasonably be expected to result in a Material Adverse Effect; (ii) all Environmental Permits have been obtained and are in effect with respect to the Properties and operations of such Debtor, and the Properties and all operations of such Debtor are in compliance, and have been in compliance, with all Environmental Laws and all necessary Environmental Permits, except to the extent that such non compliance or failure to obtain any necessary permits, in the aggregate, could not reasonably be expected to result in a Material Adverse Effect; (iii) such Debtor has not received any notice of an Environmental Claim in connection with the Properties or the operations of such Debtor or with regard to any Person whose liabilities for environmental matters such Debtor has retained or assumed, in whole or in part, contractually, which, in the aggregate, could reasonably be expected to result in a Material Adverse Effect, nor does such Debtor have

knowledge that any such notice will be received or is being threatened; (iv) Hazardous Materials have not been transported from the Properties, nor have Hazardous Materials been generated, treated, stored or disposed of at, on or under any of the Properties in a manner that could reasonably be expected to give rise to liability under any Environmental Law, nor has such Debtor retained or assumed any liability contractually, with respect to the generation, treatment, storage or disposal of Hazardous Materials, which transportation, generation, treatment, storage or disposal, or retained or assumed liabilities, in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

(l) Inventory. The security interest in the inventory shall continue through all stages of manufacture and shall, without further action, attach to the accounts or other proceeds resulting from the sale or other disposition thereof and to all such inventory as may be returned to such Debtor by its account debtors.

(m) Accounts. Each account represents the valid and legally binding indebtedness of a bona fide account debtor arising from the sale or lease by each Debtor of goods or the rendition by such Debtor of services and is not subject to contra accounts, setoffs, defenses or counterclaims by or available to account debtors obligated on the accounts except as disclosed by such Debtor to Secured Party from time to time in writing. The amount shown as to each account on such Debtor's books is the true and undisputed amount owing and unpaid thereon, subject only to discounts, allowances, rebates, credits and adjustments to which the account debtor has a right and which have been disclosed to Secured Party in writing.

(n) Chattel Paper, Documents and Instruments. The chattel paper, documents and instruments of such Debtor pledged hereunder have only one original counterpart and no party other than such Debtor or Secured Party is in actual or constructive possession of any such chattel paper, documents or instruments. No chattel paper is electronic chattel paper.

(o) Patents. Schedule 2 is a complete and correct list, as it applies to such Debtor, of each Patent in which such Debtor has any interest (whether as owner, licensee, or otherwise), including the name of the registered owner, the nature of such Debtor's interest, the Patent registration number, the date of Patent issuance, and the country issuing the Patent.

(p) Patent Applications. Schedule 3 is a complete and correct list, as it applies to such Debtor, of each Patent application in which such Debtor has any interest (whether as owner, licensee, or otherwise), including the name of the Person applying to be the registered owner, the nature of such Debtor's interest, the Patent application number, the date of Patent filing, and the country with which the Patent application was filed.

(q) Trademarks. Schedule 4 is a complete and correct list, as it applies to such Debtor, of each Trademark in which such Debtor has any interest (whether as owner, licensee, or otherwise), including the name of the registered owner, the nature of such Debtor's interest, the registered Trademark, the Trademark registration number, the

international class covered, the goods and services covered, the date of Trademark registration, and the country registering the Trademark.

(r) Trademark Applications. Schedule 5 is a complete and correct list, as it applies to such Debtor, of each Trademark application in which such Debtor has any interest (whether as owner, licensee, or otherwise), including the name of the Person applying to be the registered owner, the nature of such Debtor's interest, the Trademark the subject of the application, the Trademark application serial number, the international class covered, the goods and services covered, the date of Trademark application filing, and the country with which the Trademark application was filed.

(s) Copyrights. Schedule 6 is a complete and correct list, as it applies to such Debtor, of each Copyright in which such Debtor has any interest (whether as owner, licensee, or otherwise), including the name of the registered owner, the nature of such Debtor's interest, the registered Copyright, the date of Copyright issuance, and the country issuing the Copyright.

(t) Copyright Applications. Schedule 7 is a complete and correct list, as it applies to such Debtor, of each Copyright application in which such Debtor has any interest (whether as owner, licensee, or otherwise), including the name of the Person applying to be the registered owner, the nature of such Debtor's interest, the Copyright the subject of the application, the date of Copyright application filing, and the country with which the Copyright application was filed.

(u) Commercial Tort Claims. Schedule 8 is a complete and correct list, as it applies to such Debtor, of all commercial tort claims in which such Debtor has any interest, including the complete case name or style, the case number, and the court or other Governmental Authority in which the case is pending.

(v) Deposit Accounts. Schedule 9 is a complete and correct list, as it applies to such Debtor, of all deposit accounts maintained by or in which such Debtor has any interest and correctly describes the bank in which such account is maintained (including the specific branch), the street address (including the specific branch) and ABA number of such bank, the account number, and account type.

(w) Commodity Accounts. Schedule 10 is a complete and correct list, as it applies to such Debtor, of all commodity accounts in which such Debtor has any interest, including the complete name and identification number of the account, a description of the governing agreement, and the name and street address of the commodity intermediary maintaining the account.

(x) Securities Accounts. Schedule 11 is a complete and correct list, as it applies to such Debtor, of all securities accounts in which such Debtor has any interest, including the complete name and identification number of the account, a description of the governing agreement, and the name and street address of the securities intermediary maintaining the account.

(y) Letters of Credit. Schedule 12 is a complete and correct list, as it applies to such Debtor, of all letters of credit in which such Debtor has any interest (other than

solely as an applicant) and correctly describes the bank which issued the letter of credit, and the letter of credit's number, issue date, expiry, and face amount.

4. Affirmative Covenants. In addition to all covenants and agreements of each Debtor set forth in the Loan Documents, which are incorporated herein by this reference, such Debtor will comply with the covenants contained in this Section 4 at all times during the period of time this Agreement is effective unless Secured Party shall otherwise consent in writing.

(a) Ownership and Liens. Such Debtor will maintain good and marketable title to all Collateral free and clear of all Liens or adverse claims, except for the security interest created by this Agreement and the security interests and other encumbrances expressly permitted herein or by the other Loan Documents. Such Debtor will not permit any dispute, right of setoff, counterclaim or defense to exist with respect to all or any part of the Collateral. Such Debtor will cause any financing statement or other security instrument with respect to the Collateral to be terminated, except as may exist or as may have been filed in favor of Secured Party or as permitted by the Credit Agreement or this Agreement. Such Debtor hereby irrevocably appoints Secured Party as such Debtor's attorney-in-fact, such power of attorney being coupled with an interest, with full authority in the place and stead of such Debtor and in the name of such Debtor or otherwise, for the purpose of terminating any financing statements currently filed with respect to the Collateral. Such Debtor will defend at its expense Secured Party's right, title and security interest in and to the Collateral against the claims of any third party.

(b) Further Assurances. Such Debtor will from time to time at its expense promptly execute and deliver all further instruments and documents and take all further action necessary or appropriate or that Secured Party may request in order (i) to perfect and protect the security interest created or purported to be created hereby and the first priority of such security interest, (ii) to enable Secured Party to exercise and enforce its rights and remedies hereunder in respect of the Collateral, and (iii) to otherwise effect the purposes of this Agreement, including without limitation: (A) executing (if requested) and filing such financing or continuation statements, or amendments thereto; and (B) furnishing to Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral, all in reasonable detail satisfactory to Secured Party.

(c) Inspection of Collateral. Such Debtor will keep adequate records concerning the Collateral. Such Debtor will permit Secured Party and all representatives and agents appointed by Secured Party to inspect any of the Collateral and the books and records of or relating to the Collateral in accordance with Credit Agreement Section 5.4.

(d) Payment of Taxes. Such Debtor (i) will timely pay all property and other taxes, assessments and governmental charges or levies imposed upon the Collateral or any part thereof, (ii) will, to the extent required by AIAS, timely pay all lawful claims which, if unpaid, might become a lien or charge upon the Collateral or any part thereof, and (iii) will maintain appropriate accruals and reserves for all such liabilities in a timely fashion in accordance with generally accepted accounting principles. Such Debtor may, however, delay paying or discharging any such taxes, assessments, charges, claims or

liabilities so long as the validity thereof is contested in good faith by proper proceedings and provided such Debtor has set aside on such Debtor's books adequate reserves therefor, to the extent required by AIAS; provided, however, such Debtor understands and agrees that in the event of any such delay in payment or discharge and upon Secured Party's written request, such Debtor will establish with Secured Party an escrow acceptable to Secured Party adequate to cover the payment of such taxes, assessments and governmental charges with interest, costs and penalties and a reasonable additional sum to cover possible costs, interest and penalties (which escrow shall be returned to such Debtor upon payment of such taxes, assessments, governmental charges, interests, costs and penalties or disbursed in accordance with the resolution of the contest to the claimant) or furnish Secured Party with an indemnity bond secured by a deposit in cash or other security acceptable to Secured Party. Notwithstanding any other provision contained in this Subsection, Secured Party may at its discretion exercise its rights under Subsection 6(c) at any time to pay such taxes, assessments, governmental charges, interest, costs and penalties.

(e) Intentionally Omitted.

(f) Control Agreements. Upon request of Secured Party, Debtor will cooperate with Secured Party in obtaining a control agreement in form and substance satisfactory to Secured Party with respect to Collateral consisting of:

- (A) Deposit accounts;
- (B) Investment property;
- (C) Letter-of-credit rights; and
- (D) Electronic chattel paper.

(g) Condition of Goods. Such Debtor will maintain, preserve, protect and keep all Collateral which constitutes goods in good condition, repair and working order and will cause such Collateral to be used and operated in good and workmanlike manner, in accordance with applicable Laws and in a manner which will not make void or cancelable any insurance with respect to such Collateral. Each Debtor will promptly make or cause to be made all repairs, replacements and other improvements to or in connection with the Collateral which Secured Party may reasonably request from time to time.

(h) Insurance. Such Debtor will, at its own expense, maintain insurance with respect to all Collateral in such amounts, against such risks, in such form and with such insurers, as shall be satisfactory to Secured Party from time to time. If requested by Secured Party, each policy for property damage insurance shall provide for all losses to be paid directly to Secured Party. If requested by Secured Party, each policy of insurance maintained by such Debtor shall (i) name such Debtor and Secured Party as insured parties thereunder (without any representation or warranty by or obligation upon Secured Party) as their interests may appear, (ii) contain the agreement by the insurer that any loss thereunder shall be payable to Secured Party notwithstanding any action, inaction or breach of representation or warranty by such Debtor, (iii) provide that there shall be no

recourse against Secured Party for payment of premiums or other amounts with respect thereto, and (iv) provide that at least thirty (30) days prior written notice of cancellation or of lapse shall be given to Secured Party by the insurer. Such Debtor will, if requested by Secured Party, deliver to Secured Party original or duplicate policies of such insurance and, as often as Secured Party may reasonably request, a report of a reputable insurance broker with respect to such insurance. Such Debtor will also, at the request of Secured Party, duly execute and deliver instruments of assignment of such insurance policies and cause the respective insurers to acknowledge notice of such assignment. All insurance payments in respect of loss of or damage to any Collateral shall be paid to Secured Party and applied as Secured Party in its sole discretion deems appropriate.

TEXAS FINANCE CODE SECTION 307.052 COLLATERAL PROTECTION INSURANCE NOTICE (IF ANY DEBTOR IS A "DEBTOR" AS DEFINED IN SUCH SECTION): (A) SUCH DEBTOR IS REQUIRED TO: (i) KEEP THE COLLATERAL INSURED AGAINST DAMAGE IN THE AMOUNT SECURED PARTY AND THE LOAN DOCUMENTS SPECIFY; (ii) PURCHASE THE INSURANCE FROM AN INSURER THAT IS AUTHORIZED TO DO BUSINESS IN THE STATE OF TEXAS OR AN ELIGIBLE SURPLUS LINES INSURER; AND (iii) NAME SECURED PARTY AS THE PERSON TO BE PAID UNDER THE POLICY OR POLICIES IN THE EVENT OF A LOSS; (B) SUCH DEBTOR MUST, IF REQUIRED BY SECURED PARTY OR THE LOAN DOCUMENTS, DELIVER TO SECURED PARTY A COPY OF EACH POLICY AND PROOF OF THE PAYMENT OF PREMIUMS; AND (C) IF SUCH DEBTOR FAILS TO MEET ANY REQUIREMENT LISTED IS CLAUSES (A) OR (B), SECURED PARTY MAY OBTAIN COLLATERAL PROTECTION INSURANCE ON BEHALF OF DEBTOR AT SUCH DEBTOR'S EXPENSE.

(i) Accounts and General Intangibles. Such Debtor will, except as otherwise provided in Subsection 6(e), collect, at such Debtor's own expense, all amounts due or to become due under each of the accounts and general intangibles. In connection with such collections, such Debtor may and, at Secured Party's direction, will take such action not otherwise forbidden by Subsection 5(e) as such Debtor or Secured Party may reasonably deem necessary or advisable to enforce collection or performance of each of the accounts and general intangibles. Such Debtor will also duly perform and cause to be performed all of its obligations with respect to the goods or services, the sale or lease or rendition of which gave rise or will give rise to each account and all of its obligations to be performed under or with respect to the general intangibles. Such Debtor also covenants and agrees to take any action and/or execute any documents that Secured Party may reasonably request in order to comply with the Federal Assignment of Claims Act, as amended.

(j) Chattel Paper, Documents and Instruments. Such Debtor will take such action as may be requested by Secured Party in order to cause any chattel paper, documents or instruments to be valid and enforceable and will cause all chattel paper to have only one original counterpart. Upon request by Secured Party, each Debtor will deliver to Secured Party all originals of chattel paper, documents or instruments and will mark all chattel paper with a legend indicating that such chattel paper is subject to the security interest granted hereunder.

(k) Patents, Trademarks, and Copyrights.

(i) Such Debtor shall use commercially reasonable means to cause fully executed security agreements in the form of Exhibit A (with respect to Patents), Exhibit B (with respect to Trademarks), and Exhibit C (with respect to Copyrights) and containing a description of all Collateral consisting of Patents, Trademarks, Copyrights, and Licenses to be received and recorded by the United States Patent and Trademark Office within three months after the execution of this Agreement with respect to United States Patents and Trademarks and by the United States Copyright Office within one month after the execution of this Agreement with respect to United States registered Copyrights, and otherwise as may be required pursuant to the Laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid, and perfected security interest in favor of Secured Party in respect of all Collateral consisting of Patents, Trademarks, Copyrights, and Licenses in which a security interest may be perfected by filing, recording, or registration in the United States and its territories and possessions, or in any other necessary jurisdiction, and no further or subsequent filing, refile, recording, rerecording, registration, or reregistration is necessary (other than such actions as are necessary to perfect the security interest with respect to any Collateral consisting of Patents, Trademarks, Copyrights, and Licenses (or registration or application for registration thereof) acquired or developed after the date hereof).

(ii) Such Debtor (either itself or through licensees or sublicensees) will not do any act, or omit to do any act, whereby any Patent which is material to the conduct of such Debtor's business may become invalidated or dedicated to the public, and shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable Laws.

(iii) Such Debtor (either itself or through licensees or sublicensees) will, for each Trademark material to the conduct of such Debtor's business, (A) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (B) maintain the quality of products and services offered under such Trademark, (C) display such Trademark with notice of United States federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable Law, and (D) not use or permit the use of such Trademark in violation of any third party rights.

(iv) Such Debtor (either itself or through licensees or sublicensees) will, for each work covered by a Copyright material to the conduct of such Debtor's business, continue to publish, reproduce, display, adopt, and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable Laws.

(v) In no event shall such Debtor, either itself or through any agent, employee, licensee, or designee, file an application for any Patent, Trademark, or Copyright (or for the registration of any Patent, Trademark or Copyright) with the

United States Patent and Trademark Office, United States Copyright Office, or any Governmental Authority in any jurisdiction or obtain any new License, 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 Patent, Trademark, Copyright or License, and each Debtor hereby appoints Secured Party as its attorney-in-fact to execute and file such writings for the foregoing purposes.

5. Negative Covenants. Each Debtor will comply with the covenants contained in this Section 5 at all times during the period of time this Agreement is effective, unless Secured Party shall otherwise consent in writing.

(a) Transfer or Encumbrance. Such Debtor will not (i) sell, assign (by operation of law or otherwise), transfer, exchange, lease or otherwise dispose of any of the Collateral, (ii) grant a Lien or security interest in or execute, authorize, file or record any financing statement or other security instrument with respect to the Collateral to any party other than Secured Party, or (iii) deliver actual or constructive possession of any of the Collateral to any party other than Secured Party, except for (A) sales and leases of inventory in the ordinary course of business, (B) the sale or other disposal of any item of equipment which is worn out or obsolete and which has been replaced by an item of equal suitability and value, owned by such Debtor and made subject to the security interest under this Agreement, but which is otherwise free and clear of any Lien or adverse claim, (C) the withdrawal of amounts on deposit in deposit accounts and the use of cash as permitted in the Credit Agreement, and (D) Dispositions permitted under the Credit Agreement; provided, however, the exceptions permitted in clauses (A), (B) and (D), above shall automatically terminate if an Event of Default exists and the exception permitted in clause (C) above shall automatically terminate if an Event of Default exists and Secured Party exercises control with respect to a deposit account or other exercise of Secured Party's remedies with respect to cash or a deposit account.

(b) Impairment of Security Interest. Such Debtor will not take or fail to take any action which would in any manner impair the value or enforceability of Secured Party's security interest in any Collateral.

(c) Possession of Collateral. Such Debtor will not cause or permit the removal of any Collateral from its possession, control and risk of loss, nor will such Debtor cause or permit the removal of any Collateral (or records concerning the Collateral) from the address on the signature page hereto or a Joinder and the addresses specified on Schedule 1, as it applies to such Debtor, other than (i) as permitted by Subsection 5(a), or (ii) in connection with the possession of any Collateral by Secured Party or by its bailee. If any Collateral of such Debtor is in the possession of a third party, such Debtor will join with Secured Party in notifying the third party of Secured Party's security interest therein and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Secured Party.

(d) Goods. Such Debtor will not permit any Collateral which constitutes goods to at any time (i) be covered by any document except documents in the possession of the Secured Party, (ii) become so related to, attached to or used in connection with any particular real property so as to become a fixture upon such real property, or (iii) be installed in or affixed to other goods so as to become an accession to such other goods unless such other goods are subject to a perfected first priority security interest under this Agreement.

(e) Compromise of Collateral. Such Debtor will not adjust, settle, compromise, amend or modify any Collateral, except an adjustment, settlement, compromise, amendment or modification in good faith and in the ordinary course of business; provided, however, this exception shall automatically terminate if an Event of Default exists or upon Secured Party's written request. Such Debtor shall provide to Secured Party such information concerning (i) any adjustment, settlement, compromise, amendment or modification of any Collateral, and (ii) any claim asserted by any account debtor for credit, allowance, adjustment, dispute, setoff or counterclaim, as Secured Party may request from time to time.

(f) Financing Statement Filings. Such Debtor recognizes that financing statements pertaining to the Collateral have been or may be filed in one or more of the following jurisdictions: the location of such Debtor's principal place of business, the location of Debtor's chief executive office, or other such place as such Debtor may be "located" under the provisions of the Code or where such Debtor maintains any Collateral, or has its records concerning any Collateral, as the case may be. Without limitation of any other covenant herein, such Debtor will not cause or permit any change in the location of (i) any Collateral, (ii) any records concerning any Collateral, or (iii) such Debtor's principal place of business, or the location of such Debtor's chief executive office, as the case may be, to a jurisdiction other than as represented in Subsection 3(h), nor will such Debtor change its name or the Organizational Information as represented in Subsection 3(h), unless such Debtor shall have notified Secured Party in writing of such change at least thirty (30) days prior to the effective date of such change, and shall have first taken all actions required by Secured Party for the purpose of further perfecting or protecting the security interest in favor of Secured Party in the Collateral. In any written notice furnished pursuant to this Subsection, such Debtor will expressly state that the notice is required by this Agreement and contains facts that may require additional filings of financing statements or other notices for the purpose of continuing perfection of Secured Party's security interest in the Collateral.

Without limiting Secured Party's rights hereunder, each Debtor authorizes Secured Party to file financing statements and continuations and amendments thereto under the provisions of the Code (or other applicable Law) as amended from time to time.

(g) Marking of Chattel Paper. Such Debtor will not create any chattel paper without placing a legend on the chattel paper acceptable to Secured Party indicating that Secured Party has a security interest in the chattel Paper. Such Debtor will not permit any chattel paper to be electronic chattel paper.

(h) Deposit Accounts, Investment Property. Such Debtor shall not establish or maintain, or have any interest in, any (i) deposit account not listed on Schedule 9, as it applies to such Debtor, (ii) commodity account not listed on Schedule 10, as it applies to such Debtor, or (iii) securities account not listed on Schedule 11, as it applies to such Debtor.

6. Rights of Secured Party. Secured Party shall have the rights contained in this Section 6 at all times during the period of time this Agreement is effective.

(a) Additional Financing Statements Filings. Each Debtor hereby authorizes Secured Party to file, without the signature or authentication of such Debtor, one or more financing or continuation statements, and amendments thereto, relating to the Collateral. Each Debtor further agrees that a carbon, photographic or other reproduction of this Security Agreement or any financing statement describing any Collateral is sufficient as a financing statement and may be filed in any jurisdiction Secured Party may deem appropriate.

(b) Power of Attorney. Each Debtor hereby irrevocably appoints Secured Party as such Debtor's attorney-in-fact, such power of attorney being coupled with an interest, with full authority in the place and stead of such Debtor and in the name of such Debtor or otherwise, exercisable if an Event of Default exists, to take any action and to execute any instrument which Secured Party may deem necessary or appropriate to accomplish the purposes of this Agreement, including without limitation: (i) to obtain and adjust insurance required by Secured Party hereunder or under any other Loan Document; (ii) to demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of the Collateral; (iii) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (i) or (ii) above; and (iv) to file any claims or take any action or institute any proceedings which Secured Party may deem necessary or appropriate for the collection and/or preservation of the Collateral or otherwise to enforce the rights of Secured Party with respect to the Collateral.

(c) Performance by Secured Party. If any Debtor fails to perform any agreement or obligation provided herein, Secured Party may itself perform, or cause performance of, such agreement or obligation, and the expenses of Secured Party incurred in connection therewith shall be a part of the Indebtedness, secured by the Collateral and payable by such Debtor on demand.

(d) Debtors' Receipt of Proceeds. All amounts and proceeds (including instruments and writings) received by any Debtor in respect of accounts or general intangibles shall be received in trust for the benefit of Secured Party hereunder and, upon request of Secured Party, shall be segregated from other property of such Debtor and shall, upon the occurrence and during the continuance of a Default, be forthwith delivered to Secured Party in the same form as so received (with any necessary endorsement) and applied to the Indebtedness in such manner as Secured Party deems appropriate in its sole discretion.

(e) Notification of Account Debtors. Secured Party may at its discretion from time to time notify any or all obligors under any accounts or general intangibles (i) of Secured Party's security interest in such accounts or general intangibles and direct such obligors to make payment of all amounts due or to become due to any Debtor thereunder directly to Secured Party, and (ii) to verify the accounts or general intangibles with such obligors. Secured Party shall have the right, at the expense of any Debtor, to enforce collection of any such accounts or general intangibles and adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Debtor.

(f) Licenses. For purposes of enabling Secured Party to exercise rights and remedies under this Agreement, each Debtor grants to Secured Party an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to such Debtor or any other Person, provided, that if the license granted to Secured Party is a sublicense, such Debtor shall be solely responsible for, and indemnify Secured Party against, any royalty or other compensation payable to such Debtor's licensor or other Person) to use all of such Debtor's software, and including in such license reasonable access to all media in which any of the licensed items may be recorded and all related manuals. For the purpose of enabling Secured Party to exercise rights and remedies under this Agreement, each Debtor grants to Secured Party an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to Debtor or any other Person) to use, license, or sub-license any of the Collateral consisting of Patents, Trademarks, Copyrights, and Licenses and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all software used for the use, compilation, or printout thereof. The use of such license by Secured Party shall be exercised, at the option of Secured Party, if an Event of Default exists; provided that any license, sublicense, or other transaction entered into by Secured Party in accordance herewith shall be binding upon each Debtor notwithstanding any subsequent cure of an Event of Default.

7. Events of Default. Each of the following constitutes an "Event of Default" under this Agreement:

(a) Default Under Loan Documents. The occurrence of a Default (as defined in the Credit Agreement) under this Agreement or any of the other Loan Documents; or

(b) False Representation. Any representation contained herein with respect to any Debtor is not true and correct in any material respect on or as of the date made; or

(c) Execution on Collateral. If any Debtor fails to have discharged within a period of sixty (60) days any attachment, sequestration or similar writ levied upon any property (other than the Collateral) of such Debtor, or the Collateral or any portion thereof is taken on execution or other process of law in any action against such Debtor; or any attachment, sequestration or similar writ is levied upon any Collateral; or

(d) Abandonment. Any Debtor abandons any Collateral having a value of or greater than \$25,000 (either as to a single asset or cumulatively as to separate assets); or

(e) Action by Other Lienholder. The holder of any Lien on the Collateral (without hereby implying the consent of Secured Party to the existence or creation of any such Lien on the Collateral) or any other asset of any Debtor having a value of \$250,000 or greater declares a default thereunder or institutes foreclosure or other proceedings for the enforcement of its remedies thereunder; or

(f) Priority. Secured Party's security interest is not prior to all other Liens or security interests (other than Permitted Liens).

8. Remedies and Related Rights. If an Event of Default exists, and without limiting any other rights and remedies provided herein, under any of the other Loan Documents or otherwise available to Secured Party, Secured Party may exercise one or more of the rights and remedies provided in this Section.

(a) Remedies. Secured Party may from time to time at its discretion, without limitation and without notice except as expressly provided in any of the Loan Documents:

(i) exercise in respect of the Collateral all the rights and remedies of a secured party under the Code (whether or not the Code applies to the affected Collateral);

(ii) require any Debtor to, and such Debtor hereby agrees that it will at its expense and upon request of Secured Party, assemble the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties;

(iii) reduce its claim to judgment or foreclose or otherwise enforce, in whole or in part, the security interest granted hereunder by any available judicial procedure;

(iv) sell or otherwise dispose of, at its office, on the premises of any Debtor or elsewhere, the Collateral, as a unit or in parcels, by public or private proceedings, and by way of one or more contracts (it being agreed that the sale or other disposition of any part of the Collateral shall not exhaust Secured Party's power of sale, but sales or other dispositions may be made from time to time until all of the Collateral has been sold or disposed of or until the Indebtedness has been paid and performed in full), and at any such sale or other disposition it shall not be necessary to exhibit any of the Collateral;

(v) buy the Collateral, or any portion thereof, at any public sale;

(vi) buy the Collateral, or any portion thereof, at any private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations;

(vii) apply for the appointment of a receiver for the Collateral of any Debtor, and each Debtor hereby consents to any such appointment; and

(viii) at its option, retain the Collateral in satisfaction of the Indebtedness whenever the circumstances are such that Secured Party is entitled to do so under the Code or otherwise, to the full extent permitted by the Code, Secured Party shall be permitted to elect whether such retention shall be in full or partial satisfaction of the Indebtedness.

In the event Secured Party shall elect to sell the Collateral, Secured Party may sell the Collateral without giving any warranties and shall be permitted to specifically disclaim any warranties of title or the like. Further, if Secured Party sells any of the Collateral of any Debtor on credit, such Debtor will be credited only with payments actually made by the purchaser, received by Secured Party and applied to the Indebtedness. In the event the purchaser fails to pay for the Collateral, Secured Party may resell the Collateral and such Debtor shall be credited with the proceeds of the sale. Each Debtor agrees that in the event such Debtor or any Obligor is entitled to receive any notice under the Uniform Commercial Code, as it exists in the state governing any such notice, of the sale or other disposition of any Collateral, reasonable notice shall be deemed given when such notice is deposited in a depository receptacle under the care and custody of the United States Postal Service, postage prepaid, at such party's address set forth on the first page hereof, twenty (20) days prior to the date of any public sale, or after which a private sale, of any of such Collateral is to be held. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Private Sale; Further Approvals.

(i) Each Debtor recognizes that Secured Party may be unable to effect a public sale of all or any part of the Collateral because of restrictions in applicable Laws and contractual restrictions and that Secured Party may, therefore, determine to make one or more private sales of any such Collateral to a restricted group of purchasers who will be obligated to agree, among other things, to acquire such Collateral subject to applicable Laws and contractual restrictions. Each Debtor acknowledges that any such private sale may be at prices and other terms less favorable than what might have been obtained at a public sale and, notwithstanding the foregoing, agrees that each such private sale shall be deemed to have been made in a commercially reasonable manner.

(ii) In connection with the exercise by Secured Party of its rights hereunder that effects the disposition of or use of any Collateral, it may be necessary to obtain the prior consent or approval of Governmental Authorities and other Persons to a transfer or assignment of Collateral.

(iii) Each Debtor agrees, if an Event of Default exists, to execute, deliver, and file, and authorizes Secured Party pursuant to the power of attorney herein granted, to execute, deliver, and file on such Debtor's behalf and in such Debtor's name, all applications, certificates, filings, instruments, and other documents (including without limitation any application for an assignment or transfer of control or ownership) that may be necessary or appropriate, in Secured

Party's opinion, and to obtain such consents, waivers, and approvals under applicable Laws and agreements prior to an Event of Default. Each Debtor acknowledges that there is no adequate remedy at law for failure by it to comply with the provisions of this Section and that such failure would not be adequately compensable in damages, and therefore agrees that this Section may be specifically enforced.

(c) Application of Proceeds. If any Event of Default exists, Secured Party may at its discretion apply or use any cash held by Secured Party as Collateral, and any cash proceeds received by Secured Party in respect of any sale or other disposition of, collection from, or other realization upon, all or any part of the Collateral as follows in such order and manner as Secured Party may elect:

(i) to the repayment or reimbursement of the costs and expenses (including, without limitation, Attorney Costs) incurred by Secured Party in connection with (A) the administration of the Loan Documents, (B) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, the Collateral, and (C) the exercise or enforcement of any of the rights and remedies of Secured Party hereunder;

(ii) to the payment or other satisfaction of any liens and other encumbrances upon the Collateral;

(iii) by holding such cash and proceeds as Collateral;

(iv) by delivery to each Debtor or any other party lawfully entitled to receive such cash or proceeds whether by direction of a court of competent jurisdiction or otherwise; and

(v) in accordance with Credit Agreement Section 8.2 and to the payment of any other amounts required by applicable Law (including without limitation, Section 9.615(a)(3) of the Code or any other applicable statutory provision).

(d) Deficiency. In the event that the proceeds of any sale of, collection from, or other realization upon, all or any part of the Collateral by Secured Party are insufficient to pay all amounts to which Secured Party is legally entitled, each Debtor and each other Obligor who guaranteed or is otherwise obligated to pay all or any portion of the Indebtedness shall be liable for the deficiency, together with interest thereon as provided in the Loan Documents, to the full extent not prohibited by Law.

(e) Non-Judicial Remedies. In granting to Secured Party the power to enforce its rights hereunder without prior judicial process or judicial hearing, each Debtor expressly waives, renounces and knowingly relinquishes any legal right which might otherwise require Secured Party to enforce its rights by judicial process. Each Debtor recognizes and concedes that non-judicial remedies are consistent with the usage of trade, are responsive to commercial necessity and are the result of a bargain at arm's length. Nothing herein is intended to prevent Secured Party or any Debtor from resorting to judicial process at either party's option.

(f) Other Recourse. Each Debtor waives any right to require Secured Party to proceed against any third party, exhaust any Collateral or other security for the Indebtedness, or to have any third party joined with such Debtor in any suit arising out of the Indebtedness or any of the Loan Documents, or pursue any other remedy available to Secured Party. Each Debtor further waives any and all notice of acceptance of this Agreement and of the creation, modification, rearrangement, renewal or extension of the Indebtedness. Each Debtor further waives any defense arising by reason of any disability or other defense of any third party or by reason of the cessation from any cause whatsoever of the liability of any third party. Until all of the Indebtedness shall have been paid in full in cash and all obligations of Secured Party to extend credit to any Obligor under the Loan Documents are terminated, no Debtor shall have any right of subrogation and each Debtor waives the right to enforce any remedy which Secured Party has or may hereafter have against any third party, and waives any benefit of and any right to participate in any other security whatsoever now or hereafter held by Secured Party. Each Debtor authorizes Secured Party, and without notice or demand and without any reservation of rights against such Debtor and without affecting such Debtor's liability hereunder or on the Indebtedness to (i) take or hold any other property of any type from any third party as security for the Indebtedness, and exchange, enforce, waive and release any or all of such other property, (ii) apply such other property and direct the order or manner of sale thereof as Secured Party may in its discretion determine, (iii) renew, extend, accelerate, modify, compromise, settle or release any of the Indebtedness or other security for the Indebtedness, (iv) waive, enforce or modify any of the provisions of any of the Loan Documents executed by any third party, and (v) release or substitute any third party. Notwithstanding anything in this Agreement to the contrary, the obligations of each Debtor under this Agreement shall be limited to a maximum aggregate amount equal to the largest amount that would not render such Debtor's obligations hereunder subject to avoidance as a fraudulent transfer or fraudulent conveyance under Section 548 of Title 11 of the United States Code or any applicable provisions of comparable state law (collectively, the "Fraudulent Transfer Laws"), in each case after giving effect to all other liabilities of such Debtor, contingent or otherwise, that are relevant under the Fraudulent Transfer Laws and after giving effect as assets to the value (as determined under the applicable provisions of the Fraudulent Transfer Laws) of any rights to subrogation, reimbursement or contribution of such Debtor pursuant to (i) applicable Law, or (ii) any agreement providing for rights of subrogation, reimbursement or contribution in favor of such Debtor, or for an equitable allocation among such Debtor, Borrower, any other Obligor, and any other Person of obligations arising under guaranties or grants of collateral by such Persons.

9. Indemnity. **EACH DEBTOR HEREBY INDEMNIFIES AND AGREES TO HOLD HARMLESS SECURED PARTY, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, SHAREHOLDERS, CONSULTANTS AND REPRESENTATIVES (EACH AN "INDEMNIFIED PERSON") FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, CLAIMS, LOSSES, DAMAGES, PENALTIES, ACTIONS, JUDGMENTS, SUITS, COSTS, EXPENSES OR DISBURSEMENTS OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THE FEES AND DISBURSEMENTS OF COUNSEL FOR SUCH INDEMNIFIED PERSONS IN CONNECTION WITH ANY INVESTIGATIVE,**

ADMINISTRATIVE OR JUDICIAL PROCEEDING, WHETHER OR NOT SUCH INDEMNIFIED PERSON SHALL BE DESIGNATED A PARTY THERETO), (COLLECTIVELY, THE "CLAIMS") WHICH MAY BE IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST, ANY INDEMNIFIED PERSON (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL AND WHETHER BASED ON ANY FEDERAL, STATE, OR LOCAL LAWS AND REGULATIONS, UNDER COMMON LAW OR AT EQUITABLE CAUSE, OR ON CONTRACT, TORT OR OTHERWISE, ARISING FROM OR CONNECTED WITH THE PAST, PRESENT OR FUTURE OPERATIONS OF DEBTOR OR ITS PREDECESSORS IN INTEREST, OR THE PAST, PRESENT OR FUTURE ENVIRONMENTAL CONDITION OF PROPERTY OF ANY DEBTOR) ARISING IN CONNECTION WITH THE LOAN DOCUMENTS, THE OBLIGATIONS OR THE COLLATERAL (INCLUDING WITHOUT LIMITATION, THE ENFORCEMENT OF THE LOAN DOCUMENTS AND THE DEFENSE OF ANY INDEMNIFIED PERSON'S ACTIONS AND/OR INACTIONS IN CONNECTION WITH THE LOAN DOCUMENTS), OTHER THAN ANY CLAIM ARISING AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PERSON, AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION. THE INDEMNIFICATION PROVIDED FOR IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL EXTEND AND CONTINUE TO BENEFIT EACH INDIVIDUAL OR ENTITY WHO IS OR HAS AT ANY TIME BEEN AN INDEMNIFIED PERSON HEREUNDER.

10. Miscellaneous.

(a) Entire Agreement. This Agreement contains the entire agreement of Secured Party and each Debtor with respect to the Collateral. If the parties hereto are parties to any prior agreement, either written or oral, relating to the Collateral, the terms of this Agreement shall amend and supersede the terms of such prior agreements as to transactions on or after the effective date of this Agreement, but all security agreements, financing statements, guaranties, other contracts and notices for the benefit of Secured Party shall continue in full force and effect to secure the Indebtedness unless Secured Party specifically releases its rights thereunder by separate release.

(b) Amendment. No modification, consent or amendment of any provision of this Agreement or any of the other Loan Documents shall be valid or effective unless the same is authenticated by the party against whom it is sought to be enforced, except to the extent of amendments specifically permitted by the Code without authentication by the any Debtor or Obligor.

(c) Actions by Secured Party. The Lien and other security rights of Secured Party hereunder shall not be impaired by (i) any renewal, extension, increase or modification with respect to the Indebtedness, (ii) any surrender, compromise, release, renewal, extension, exchange or substitution which Secured Party may grant with respect to the Collateral, or (iii) any release or indulgence granted to any Obligor, endorser, guarantor or surety of the Indebtedness. The taking of additional security by Secured Party shall not release or impair the Lien, security interest or other security rights of Secured Party hereunder or affect the obligations of any Debtor hereunder.

(d) Waiver by Secured Party. Secured Party may waive any Event of Default without waiving any other prior or subsequent Event of Default. Secured Party may remedy any default without waiving the Event of Default remedied. Neither the failure by Secured Party to exercise, nor the delay by Secured Party in exercising, any right or remedy upon any Event of Default shall be construed as a waiver of such Event of Default or as a waiver of the right to exercise any such right or remedy at a later date. No single or partial exercise by Secured Party of any right or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right or remedy hereunder may be exercised at any time. No waiver of any provision hereof or consent to any departure by any Debtor therefrom shall be effective unless the same shall be in writing and signed by Secured Party and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice to or demand on any Debtor in any case shall of itself entitle such Debtor to any other or further notice or demand in similar or other circumstances.

(e) Costs and Expenses. Each Debtor will upon demand pay to Secured Party the amount of any and all costs and expenses (including without limitation, Attorney Costs), which Secured Party may incur in connection with (i) the transactions which give rise to the Loan Documents, (ii) the preparation of this Agreement and the perfection and preservation of the security interests granted under the Loan Documents, (iii) the administration of the Loan Documents, (iv) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, the Collateral, (v) the exercise or enforcement of any of the rights of Secured Party under the Loan Documents, or (vi) the failure by any Debtor to perform or observe any of the provisions hereof.

(f) **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND APPLICABLE FEDERAL LAWS, EXCEPT TO THE EXTENT PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST GRANTED HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL, ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.

(g) Venue. This Agreement has been entered into in the county in Texas where Secured Party's address for notice purposes is located, and it shall be performable for all purposes in such county. Courts within the State of Texas shall have jurisdiction over any and all disputes arising under or pertaining to this Agreement and venue for any such disputes shall be in Dallas County, Texas.

(h) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future Laws, such provision shall be fully severable, shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision held to be illegal, invalid or unenforceable.

(i) No Obligation. Nothing contained herein shall be construed as an obligation on the part of Secured Party to extend or continue to extend credit to any Debtor or any other Obligor.

(j) Notices. All notices, requests, demands or other communications required or permitted to be given pursuant to this Agreement shall be in writing and given by (i) personal delivery, (ii) expedited delivery service with proof of delivery, or (iii) United States mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth on the first page hereof or to such different address as the addressee shall have designated by written notice sent pursuant to the terms hereof and shall be deemed to have been received either, in the case of personal delivery, at the time of personal delivery, in the case of expedited delivery service, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of mail, upon deposit in a depository receptacle under the care and custody of the United States Postal Service. Either party shall have the right to change its address for notice hereunder to any other location within the continental United States by notice to the other party of such new address at least thirty (30) days prior to the effective date of such new address.

(k) Binding Effect and Assignment. This Agreement (i) creates a continuing security interest in the Collateral, (ii) shall be binding on each Debtor and the successors and assigns of such Debtor, and (iii) shall inure to the benefit of Secured Party and its successors and assigns. Without limiting the generality of the foregoing, Secured Party may pledge, assign or otherwise transfer its interest in the Indebtedness and its rights under this Agreement and any of the other Loan Documents to any other party. Each Debtor's rights and obligations hereunder may not be assigned or otherwise transferred without the prior written consent of Secured Party.

(l) Cumulative Rights. All rights and remedies of Secured Party hereunder are cumulative of each other and of every other right or remedy which Secured Party may otherwise have at law or in equity or under any of the other Loan Documents, and the exercise of one or more of such rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of any other rights or remedies. Further, except as specifically noted as a waiver herein, no provision of this Agreement is intended by the parties to this Agreement to waive any rights, benefits or protection afforded to Secured Party under the Code.

(m) Gender and Number. Within this Agreement, words of any gender shall be held and construed to include the other gender, and words in the singular number shall be held and construed to include the plural and words in the plural number shall be held and construed to include the singular, unless in each instance the context requires otherwise.

(n) Descriptive Headings. The headings in this Agreement are for convenience only and shall in no way enlarge, limit or define the scope or meaning of the various and several provisions hereof.

(o) Additional Debtors. Any Person who was not a “Debtor” under this Agreement at the time of initial execution hereof shall become a “Debtor” hereunder if required pursuant to the terms of the Credit Agreement by executing and delivering to the Lender a Security Agreement Joinder in the form attached hereto as Exhibit D (each, a “Joinder”). Such Person shall also deliver such items to the Lender in connection with the execution of such Joinder as required by the terms of the Credit Agreement and this Agreement. Any such Person shall thereafter be deemed a “Debtor” for all purposes under this Agreement.

(p) Release of Liens. Upon the request of Borrower, and at the Borrower's expense, the Secured Party shall execute UCC-3 releases for assets disposed of by the Borrower in accordance with Section 6.8 of the Credit Agreement.

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EXECUTED as of the date first written above.

DEBTORS:

ADDRESS:

5720 LBJ Freeway, Suite 190
Dallas, TX 75240
Attention: Jacob C. Baum


Cozymel Management Co, LLC
a Texas limited liability company

By: 
Name: Jacob C. Baum
Title: Manager

ADDRESS:

5720 LBJ Freeway, Suite 190
Dallas, TX 75240
Attention: Jacob C. Baum


Coastal Restaurants GP, LLC
a Texas limited liability company

By: 
Name: Jacob C. Baum
Title: Manager

ADDRESS:

5720 LBJ Freeway, Suite 190
Dallas, TX 75240
Attention: Jacob C. Baum


Cozymel #3, LLC
an Illinois limited liability company

By: 
Name: Jacob C. Baum
Title: Manager

ADDRESS:

5720 LBJ Freeway, Suite 190
Dallas, TX 75240
Attention: Jacob C. Baum


Cozymel #4, LLC
an Arkansas limited liability company

By: 
Name: Jacob C. Baum
Title: Manager

ADDRESS:

5720 LBJ Freeway, Suite 190
Dallas, TX 75240
Attention: Jacob C. Baum


Cozymel #13, LLC
a Tennessee limited liability company

By: 
Name: Jacob C. Baum
Title: Manager

ADDRESS:

5720 LBJ Freeway, Suite 190
Dallas, TX 75240
Attention: Jacob C. Baum


Cozymel #14, LLC
a Tennessee limited liability company

By: 
Name: Jacob C. Baum
Title: Manager

ADDRESS:

5720 LBJ Freeway, Suite 190
Dallas, TX 75240
Attention: Jacob C. Baum


Cozymel #16, LLC
a New York limited liability company

By: 
Name: Jacob C. Baum
Title: Manager

ADDRESS:

5720 LBJ Freeway, Suite 190
Dallas, TX 75240
Attention: Jacob C. Baum

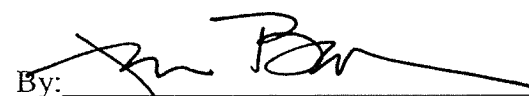
Cozymel #17, LLC
a Nevada limited liability company

By: 
Name: Jacob C. Baum
Title: Manager

ADDRESS:

5720 LBJ Freeway, Suite 190
Dallas, TX 75240
Attention: Jacob C. Baum


Cozymel #20, LLC
a California limited liability company

By: 
Name: Jacob C. Baum
Title: Manager

ADDRESS:

5720 LBJ Freeway, Suite 190
Dallas, TX 75240
Attention: Jacob C. Baum

Cozymel #33, LLC
a Texas limited liability company


By: 
Name: Jacob C. Baum
Title: Manager

ADDRESS:

5720 LBJ Freeway, Suite 190
Dallas, TX 75240
Attention: Jacob C. Baum

Cozymel Grapevine #33, LP
a Texas limited partnership


By: **Cozymel #33, LLC**
a Texas limited liability company
its general partner

By: 
Name: Jacob C. Baum
Title: Manager

ADDRESS:

5720 LBJ Freeway, Suite 190
Dallas, TX 75240
Attention: Jacob C. Baum

Cozymel #34, LLC
a California limited liability company

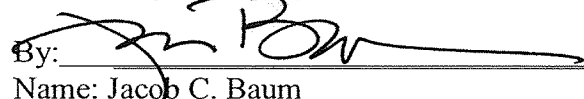
By: 
Name: Jacob C. Baum
Title: Manager

ADDRESS:

5720 LBJ Freeway, Suite 190
Dallas, TX 75240
Attention: Jacob C. Baum

M-B Restaurants, L.P.
a Texas limited partnership


By: Coastal Restaurants GP, LLC,
a Texas limited liability company,
its general partner

By: 
Name: Jacob C. Baum
Title: Manager

ADDRESS:

5720 LBJ Freeway, Suite 190
Dallas, TX 75240
Attention: Jacob C. Baum


Mexico Rancho Cucamonga Restaurant LLC
a California limited liability company

By: 
Name: Jacob C. Baum
Title: Manager

ADDRESS:

5720 LBJ Freeway, Suite 190
Dallas, TX 75240
Attention: Jacob C. Baum


Mexico Westminster LLC
a Colorado limited liability company

By: 
Name: Jacob C. Baum
Title: Manager

ADDRESS:

5720 LBJ Freeway, Suite 190
Dallas, TX 75240
Attention: Jacob C. Baum

Seattle Brands, LLC
a Texas limited liability company

By: 
Name: Jacob C. Baum
Title: Manager


ADDRESS:

5720 LBJ Freeway, Suite 190
Dallas, TX 75240
Attention: Jacob C. Baum

Wapango, LLC
a Missouri limited liability company

By: M-B Restaurants, L.P., a Texas limited
partnership
its sole member


By: Coastal Restaurants GP, LLC,
a Texas limited liability company,
its general partner

By: 
Name: Jacob C. Baum
Title: Manager

ADDRESS:

5720 LBJ Freeway, Suite 190
Dallas, TX 75240
Attention: Jacob C. Baum


Wapango 102, LLC
a California limited liability company

By: 
Name: Jacob C. Baum
Title: Manager

ADDRESS:

5720 LBJ Freeway, Suite 190
Dallas, TX 75240
Attention: Jacob C. Baum


Woodlands at Watters Creek, LLC
a Texas limited liability company

By: 
Name: Jacob C. Baum
Title: Manager

ADDRESS:

5720 LBJ Freeway, Suite 190
Dallas, TX 75240
Attention: Jacob C. Baum


Woodlands Preston Forest Dallas, LLC
a Texas limited liability company

By: 
Name: Jacob C. Baum
Title: Manager

ADDRESS:

5720 LBJ Freeway, Suite 190
Dallas, TX 75240
Attention: Jacob C. Baum

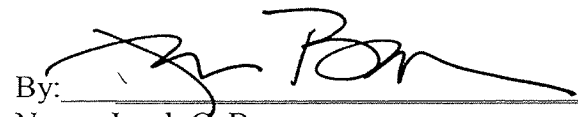
Woodlands Restaurants 101, LLC
an Illinois limited liability company

By: 
Name: Jacob C. Baum
Title: Manager

ADDRESS:


5720 LBJ Freeway, Suite 190
Dallas, TX 75240
Attention: Jacob C. Baum

Woodlands Westminster, LLC
a Colorado limited liability company

By: 
Name: Jacob C. Baum
Title: Manager

SECURED PARTY:

THE FROST NATIONAL BANK,
a national banking association

By: 
Print Name: Stephen S. Martin
Print Title: Senior Vice President

THE FROST NATIONAL BANK
SECURITY AGREEMENT
FORM REV. JUNE '01 (REVISED ARTICLE 9 CHANGES)

Schedule 1		Locations of Collateral	
Address	Owner/Lessee		Record Owner
See Attached			

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Schedule 1

FOOD FRIENDS & CO. ORGANIZATIONAL CHART

Entity & Address	State/Date of Incorp.	Charter No.	EIN	Owner	Manager
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I. Cozymel's

A. Parent Company					
Coastal Restaurants, LP 5720 LBJ Freeway, Suite 190 Dallas, TX 75240	TX, 8/5/03	800232149	83-0367632	1% GP; 49.5% MM; 49.5% JCB	CRGP
Coastal Restaurants GP, LLC 5720 LBJ Freeway, Suite 190 Dallas, TX 75240 (also registered in all states in which CZ does business)	TX, 8/5/03	800232148	83-0367629	50% MM; 50% JCB	JCB
B. Management Company					
Cozymel Management Co., LLC 5720 LBJ Freeway, Suite 190 Dallas, TX 75240 (also registered in all states in which CZ does business)	TX, 12/11/03	0800278751	41-2119046	CRLP	JCB
C. Owned Properties					
Cozymel #3, LLC 311 East Loop Road Wheaton, IL 60187-2193	IL, 11/17/03	0105-238-1	54-2133984	CRLP	JCB
Cozymel 4, LLC 10 Shackelford Dr. Little Rock, AR 72211	AR, 12/9/03	800022987	54-2133940	CRLP	JCB
Cozymel #14, LLC 1654 Westgate Circle Brentwood, TN 37027	TN, 11/7/03	0457201	54-2133037	CRLP	JCB

Cozymel Grapevine #33, LP 2655 Grapevine Mills Cir. Grapevine, TX 76051 *****	TX, 12/16/03 *****	800280833 *****	61-1480925 *****	1% GP#33; 99% CRLP *****	GP#33 *****
GP#33: Cozymel #33, LLC 2655 Grapevine Mills Cir. Grapevine, TX 76051	TX, 11/12/03	800267929	54-2135935	CRLP	JCB
D. Leased Properties					
Cozymel #12, LLC (closed)	TN, 11/7/03	0457199	54-2133930	CRLP	JCB
Cozymel #13, LLC 6450 Poplar Ave. Memphis, TN 38119	TN, 11/17/03	0457200	54-2133929	CRLP	JCB
Cozymel #16, LLC 1177 Corporate Dr. Westbury, NY 11590	NY, 11/10/03	031110000734	54-2133928	CRLP	JCB
Cozymel #17, LLC 355 Hughes Center Dr. Las Vegas, NV 89109	NV, 11/10/03	LLC17354-03	54-2133927	CRLP	JCB
Cozumel #20, LLC 2171 Rosecrans El Segundo, CA 90245	CA, 11/21/03	20332810128	54-2133997	CRLP	JCB
Cozymel #34, LLC 4303 La Jolla Village Dr. San Diego, CA 92122	CA, 11/21/03	20332810125	54-2133922	CRLP	JCB
Cozymel Austin #41, LP (closed) *****	TX, 12/16/03 *****	800280812 *****	61-1480923 *****	1% GP#41; 99% CRLP *****	GP#41 *****
GP#41: Cozymel #41, LLC (closed)	TX, 11/12/03	800267934	54-2133925	CRLP	JCB

II. MEXICO

Seattle Brands, LLC 600 Pine Street, Level 4 Seattle, WA 98101	TX, 3/31/03	800189080	56-2341317	CRLP	JCB
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Mexico Rancho Cucamonga Restaurant, LLC 7900 Kew Ave. Rancho Cucamonga, CA 91739	CA, 7/31/07	200721310170	26-0645642	CRLP	JCB
Mexico Westminster, LLC 14697 Delaware St., Suite 800 Westminster, CO 80020	CO, 10/3/07	20071455488	26-1254349	CRLP	JCB

III. WAPANGO

A. Parent Company to Wapango, LLC (Missouri)					
M-B Restaurants, LP 5720 LBJ Freeway, Suite 190 Dallas, TX 75240	TX, 12/12/05	800582502	134317562	1% CRGP; 99% CRLP	CRGP
Coastal Restaurants GP, LLC 5720 LBJ Freeway, Suite 190 Dallas, TX 75240	TX, 8/5/03	800232148	83-0367629	50% MM; 50% JCB	JCB
B. Other Wapango Restaurants					
Wapango, LLC (Missouri) 2020 Chesterfield Mall Chesterfield, MO 63017	MO, 2/3/06	LC0715207	87-0762343	M-BRLP	JCB
Wapango, LLC (Delaware) (not in use)	DE, 2/13/07	070159333- 4300404	Not in use	CRLP	JCB
Wapango 102, LLC 7881 Monet Ave. Rancho Cucamonga, CA 91739	CA, 2/20/07	200705310122	87-0803500	CRLP	JCB

IV. WOODLANDS

Woodlands Restaurant, LLC (Delaware) (not in use)	DE, 2/13/07	070159358- 4303789	Not in use	CRLP	JCB
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Woodlands Restaurants 101, LLC 641 E. Boughton, Suite 155 Bolingbrook, IL 60440	IL, 2/20/07	0211353-8	87-0803492	CRLP	JCB
Woodlands Preston Forest Dallas, LLC 6073 Forest Lane Dallas, TX 75230	TX, 5/30/07	800822608	87-0803488	CRLP	JCB
Woodlands at Watters Creek, LLC 932 Garden Park Dr. Allen, TX 75013	TX, 8/1/07	800852043	26-1855938	CRLP	JCB
Woodlands Westminster, LLC 14694 Orchard Parkway Suite 700 Westminster, CO 80020	CO, 10/3/07	20071455477	26-1254400	CRLP	JCB

Schedule 2	Registered Patents
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Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Patent No.	Issue Date	Country of Issue
None				

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Schedule 3	Patent Applications
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Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Serial No.	Filing Date	Country of Issue
None				

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Schedule 4		Registered Trademarks					
Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
See Attached							

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Coastal Restaurants, L.P. / Wapango, L.L.C. / Woodlands Restaurants, LLC
Live Trademark Status Report
 May 7, 2008

Coastal Restaurants, L.P.				
Mark Docket No.	Filing/Registration Details	Owner	Status	Next Action / Requested Info
COZYMEL'S 35465.11	California Serial No. 74/660,753 Date Filed: April 14, 1995 Reg. No. 1,966,742 Reg. Date: April 9, 1996	Coastal Restaurants, L.P.	Registered	Renewal due April 9, 2016.
COZYMEL'S 35465.5	US Federal Date Filed: June 5, 1997 Reg. No. 48069 Reg. Date: June 23, 1997	Coastal Restaurants, L.P.	Registered	Renewal due June 23, 2017.
COZYMEL'S 35465.8	New York Date Filed: June 9, 1997 Reg. No. S-15732 Reg. Date: June 9, 1997	Coastal Restaurants, L.P.	Registered	Renewal due June 9, 2017.
COZYMEL'S 35465.10	Texas Date Filed: June 6, 1997 Reg. No. 56775 Reg. Date: June 6, 1997	Coastal Restaurants, L.P.	Registered	Renewal due June 6, 2017.
COZYMEL'S COASTAL GRILL 35465.12	US Federal Serial No. 78/129,599 Date Filed: May 17, 2002 Reg. No. 2,707,208 Reg. Date: April 15, 2003	Coastal Restaurants, L.P.	Registered	Sections 8 & 15 Declaration due April 15, 2009. <u>Awaiting renewal instructions, confirmation mark is in use, information about any challenges involving mark, and specimen from client.</u>
MAYA RITA 35465.17	US Federal Serial No. 76/104217 Date Filed: August 7, 2000 Reg. No. 2,685,273 Reg. Date: Feb. 11, 2003	Coastal Restaurants, L.P.	Registered	Sections 8 & 15 Declaration due February 11, 2009. <u>Awaiting renewal instructions, confirmation mark is in use, information about any challenges involving mark, and specimen from client.</u>
MAKE IT A COZYWORLD 35465.16	US Federal Serial No. 74/515,274 Date Filed: April 22, 1994 Reg. No. 1,899,369 Reg. Date: June 13, 1995	Coastal Restaurants, L.P.	Registered	Sections 8 & 15 Declaration due June 15, 2015.

Coastal Restaurants, L.P. / Wapango, L.L.C. / Woodlands Restaurants, LLC
 Live Trademark Status Report
 May 7, 2008

Wapango, L.L.C.				
Mark Docket No.	Filing/Registration Details	Owner	Status	Next Action / Requested Info
WAPANGO 38405.3	US Federal Serial No. 78/853,119 Date Filed: April 14, 1995 Reg. No. 3,289,042 Reg. Date: September 4, 2007	Wapango, LLC	<i>Registered</i>	Sections 8 & 15 Declaration due September 4, 2013.

Woodlands Restaurants, LLC				
Mark Docket No.	Filing/Registration Details	Owner	Status	Next Action / Requested Info
WOODLANDS 35465.24	Illinois	Woodlands Restaurants, LLC	<i>Unfiled</i>	<u>Awaiting executed application from client.</u>
WOODLANDS 35465.25	Texas	Woodlands Restaurants, LLC	<i>Unfiled</i>	<u>Awaiting executed application from client.</u>

Schedule 5					Trademark Applications		
Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Trademark Application relates to following Trademark	Serial No.	Int'l Class Covered	Goods or Services Covered	Date of Application	Country of Application
See Schedule 4							

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Schedule 6	Registered Copyrights
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Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Serial No.	Copyright	Issue Date	Country of Issue
None					

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Schedule 7	Copyright Applications
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Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registration No.	Copyright	Application Date	Country of Application
None					

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Schedule 8	Commercial Tort Claims
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Case Name or Style	Case Number	Court in Which Pending
	None	

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Schedule 9		Deposit Accounts			
Bank	Branch Name, Street Address	ABA No.	Account No.	Account Name	Account Type
Bank of America	902 Main Street	111000025	00478324055	Cozymels Mgmt. Co. Operating Account	Demand Deposit

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Schedule 10

Commodity Accounts

Commodity Intermediary	Street Address	Account Name	Account Number	Commodity Contract Description
None				

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Schedule 11	Securities Accounts
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Securities Intermediary	Street Address	Account Name	Account Number	Securities Contract Description
None				

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Schedule 12	Letters of Credit
-------------	-------------------

Bank Issuer	Branch Name, Street Address	Letter of Credit No.	Issue Date	Expiry	Face Amount
None					

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Schedule 13	Addresses
See Schedule 1	See Schedule 1

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT ("Agreement") is made as of _____, by _____, a _____ ("Debtor"), in favor of THE FROST NATIONAL BANK ("Secured Party").

BACKGROUND.

Pursuant to the Credit Agreement dated as of June ____, 2008 (such agreement, together with all amendments and restatements, the "Credit Agreement"), between Coastal Restaurants, L.P., a Texas limited partnership ("Borrower"), and Secured Party, Secured Party has made a commitment to extend credit to Borrower;

In connection with the Credit Agreement, Debtor has executed and delivered the Security Agreement dated as of June ____, 2008 (such agreement, together with all amendments and restatements and Joinders, the "Security Agreement");

As a condition precedent to the making of the extensions of credit (including the initial extension of credit) under the Credit Agreement, Debtor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of its Patent Collateral (as defined below) to secure all Indebtedness;

Debtor is a Subsidiary of Borrower;

It is in the best interests of Debtor to execute this Security Agreement in as much as Debtor will derive substantial direct and indirect benefits from the extensions of credit made to Borrower by Secured Party pursuant to the Credit Agreement; and

Debtor has duly authorized the execution, delivery and performance of this Agreement.

AGREEMENT.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Secured Party to make extensions of credit (including the initial extension of credit) pursuant to the Credit Agreement, Debtor agrees, for the benefit of Secured Party as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

"Patent License" means any agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by Debtor or which Debtor otherwise has the right to license, is in existence, or granting to Debtor

any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of Debtor under any such agreement.

“Patents” means (a) all letters patent of any governmental authority, all registrations and recordings thereof, and all applications for letters patent of any governmental authority, and (b) all reissues, continuations, divisions, continuations-in-part, renewals, or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Indebtedness, Debtor does hereby mortgage, pledge and hypothecate to Secured Party, and grant to Secured Party a security interest in all of the following property (the “Patent Collateral”), whether now owned or hereafter acquired by Debtor:

(a) all Patents, including all Patents referred to in Item A of Attachment 1 attached hereto;

(b) all applications for Patents, including all Patent applications referred to in Item B of Attachment 1 attached hereto; and

(c) all Patent Licenses, including all Patent Licenses referred to in Item A of Attachment 1 attached hereto; and

(d) all proceeds and products of all of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Secured Party in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

By: _____
Print Name: _____
Print Title: _____

THE FROST NATIONAL BANK

By: _____
Print Name: _____
Print Title: _____

ATTACHMENT I
to Patent Security Agreement

Item A		Registered Patents		
Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Patent No.	Issue Date	Country of Issue
To be Provided By Debtors				

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Item B	Patent Applications
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Applicant/Assignor	Nature of Debtor's Interest (e.g. owner, licensee)	Serial No.	Filing Date	Country of Application
To be Provided By Debtors				

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made as of _____, _____, by _____, a _____ ("Debtor"), in favor of THE FROST NATIONAL BANK ("Secured Party").

BACKGROUND.

Pursuant to the Credit Agreement dated as of June ___, 2008 (such agreement, together with all amendments and restatements, the "Credit Agreement"), between Coastal Restaurants, L.P., a Texas limited partnership ("Borrower"), and Secured Party, Secured Party has made a commitment to extend credit to Borrower;

In connection with the Credit Agreement, Debtor has executed and delivered the Security Agreement dated as of June ___, 2008 (such agreement, together with all amendments and restatements, the "Security Agreement");

As a condition precedent to the making of the extensions of credit (including the initial extension of credit) under the Credit Agreement, Debtor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness;

Debtor is a Subsidiary of Borrower;

It is in the best interests of Debtor to execute this Security Agreement in as much as Debtor will derive substantial direct and indirect benefits from the extensions of credit made to Borrower by Secured Party pursuant to the Credit Agreement; and

Debtor has duly authorized the execution, delivery and performance of this Agreement.

AGREEMENT.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Secured Party to make extensions of credit (including the initial extension of credit) pursuant to the Credit Agreement, Debtor agrees, for the benefit of Secured Party as follows:

7. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

"Trademark License" means any agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by Debtor or which Debtor otherwise has the right to license, or granting to Debtor any right to use any Trademark now or hereafter owned by any third party, and all rights of Debtor under any such agreement.

“Trademarks” means (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed with any governmental authority in connection therewith, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, and (d) all rights to use and/or sell any of the foregoing.

8. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Indebtedness, Debtor does hereby mortgage, pledge and hypothecate to Secured Party, and grant to Secured Party a security interest in all of the following property (the “Trademark Collateral”), whether now owned or hereafter acquired by Debtor:

(a) all Trademarks, including all Trademarks referred to in Item A of Attachment 1 attached hereto;

(b) all applications for Trademarks, including each Trademark application referred to in Item B of Attachment 1 attached hereto; and

(c) all Trademark Licenses, including all Trademark Licenses referred to in Item A of Attachment 1 attached hereto; and

(d) all proceeds and products of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

9. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

10. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

11. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

12. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

By: _____

Print Name: _____

Print Title: _____

THE FROST NATIONAL BANK

By: _____

Print Name: _____

Print Title: _____

ATTACHMENT I
to Trademark Security Agreement

Item A		Registered Trademarks					
Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
To be Provided By Debtors							

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Item B	Trademark Applications
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Applicant	Nature of Debtor's Interest (e.g. owner, licensee)	Trademark Application relates to following Trademark	Serial No.	Int'l Class Covered	Goods or Services Covered	Date of Application	Country of Application
To be Provided By Debtors							

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COPYRIGHT SECURITY AGREEMENT

This COPYRIGHT SECURITY AGREEMENT ("Agreement"), is made as of June ____, ____, by _____, a _____ ("Debtor"), in favor of THE FROST NATIONAL BANK ("Secured Party").

BACKGROUND.

Pursuant to the Credit Agreement dated as of June ____, 2008 (such agreement, together with all amendments and restatements, the "Credit Agreement"), between Coastal Restaurants, L.P., a Texas limited liability company ("Borrower"), and Secured Party, Secured Party has made a commitment to extend credit to Borrower;

In connection with the Credit Agreement, Debtor has executed and delivered the Security Agreement dated as of June ____, 2008 (such agreement, together with all amendments and restatements, the "Security Agreement");

As a condition precedent to the making of the extensions of credit (including the initial extension of credit) under the Credit Agreement, Debtor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the Copyright Collateral (as defined below) to secure all Indebtedness; and

Debtor is a Subsidiary of Borrower;

It is in the best interests of Debtor to execute this Security Agreement in as much as Debtor will derive substantial direct and indirect benefits from the extensions of credit made to Borrower by Secured Party pursuant to the Credit Agreement; and

Debtor has duly authorized the execution, delivery and performance of this Agreement.

AGREEMENT.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Secured Party to make extension of credit (including the initial extension of credit) pursuant to the Credit Agreement, Debtor agrees, for the benefit of Secured Party as follows:

13. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

"Copyright License" means any agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by Debtor or which Debtor otherwise has the right to license, or granting any right to Debtor under any Copyright now or hereafter owned by any third party, and all rights of Debtor under any such agreement.

“Copyrights” means (a) all copyright rights in any work subject to the copyright Laws of any governmental authority, whether as author, assignee, transferee, or otherwise, (b) all registrations and applications for registration of any such copyright in any governmental authority, including registrations, recordings, supplemental registrations, and pending applications for registration in any jurisdiction, and (c) all rights to use and/or sell any of the foregoing.

14. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Indebtedness, Debtor does hereby mortgage, pledge and hypothecate to Secured Party, and grant to Secured Party a security interest in all of the following property (the “Copyright Collateral”), whether now owned or hereafter acquired by it:

(a) all Copyrights, including all Copyrights referred to in Item A of Attachment 1, attached hereto; and

(b) all applications for Copyright, including all applications for Copyrights referred to in Item B of Attachment 1 attached hereto; and

(c) all Copyright Licenses, including all Copyright Licenses referred to in Item A of Attachment 1 attached hereto; and

(d) all proceeds and products of all of the foregoing, including without limitation, insurance payable by reason of loss or damage to the foregoing.

15. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Secured Party in the Copyright Collateral with the United States Copyright Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

16. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Copyright Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

17. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

18. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

By: _____
Print Name: _____
Print Title: _____

THE FROST NATIONAL BANK

By: _____
Print Name: _____
Print Title: _____

ATTACHMENT 1
to Copyright Security Agreement

Item A		Registered Copyrights			
Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Serial No.	Title of Work	Issue Date	Country of Issue
To be Provided By Debtors					

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Item B	Copyright Applications
--------	------------------------

Applicant	Nature of Debtor's Interest (e.g. owner, licensee)	Application No.	Title of Work	Application Date	Country of Application
To be Provided By Debtors					

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SECURITY AGREEMENT JOINDER

This SECURITY AGREEMENT JOINDER (this “Joinder”) dated as of _____, 200__, to the Security Agreement dated as of June __, 2008 (such agreement, together with all amendments and restatements and Joinders, the “Security Agreement”), among the initial signatories thereto and each other Person who from time to time thereafter became a party thereto pursuant to Section 10(o) thereof (each, individually, a “Debtor” and collectively, the “Debtors”), in favor of the Secured Party.

BACKGROUND.

Capitalized terms not otherwise defined herein have the meaning specified in the Security Agreement. The Security Agreement provides that additional parties may become Debtors under the Security Agreement by execution and delivery of this form of Joinder. Pursuant to the provisions of Section 10(p) of the Security Agreement, the undersigned is becoming a Debtor under the Security Agreement. The undersigned desires to become a Debtor under the Security Agreement in order to induce Secured Party to make credit extensions and accommodations under the Loan Documents, Swap Contracts and any Cash Management Agreement.

AGREEMENT.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lender to make the credit extensions under the Credit Agreement and to extend other credit accommodations under the Loan Documents, the undersigned hereby agrees with Secured Party, as follows:

1. Joinder. In accordance with the Security Agreement, the undersigned hereby becomes a Debtor under the Security Agreement with the same force and effect as if it were an original signatory thereto as a Debtor and the undersigned hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Debtor thereunder and (b) represents and warrants that the representations and warranties made by it as a Debtor thereunder are true and correct on and as of the date hereof. Each reference to a “Debtor” in the Security Agreement shall be deemed to include the undersigned.
2. Assignment and Grant of Security Interest. As security for the Indebtedness, the undersigned Debtor, for value received, hereby pledges and grants to Secured Party a continuing security interest in the Collateral.
3. Representations and Warranties. The undersigned hereby makes each representation and warranty set forth in Section 3 of the Security Agreement.
4. Notices. All communications and notices hereunder shall be in writing and given as provided in Section 10(j) of the Security Agreement.

5. Governing Law. THIS JOINDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND APPLICABLE FEDERAL LAWS, EXCEPT TO THE EXTENT PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST GRANTED HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL, ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.

6. Full Force of Security Agreement. Except as expressly supplemented hereby, the Security Agreement remains in full force and effect in accordance with its terms.

7. Schedules. Schedules 1 through 13 to the Security Agreement shall be supplemented by the addition of Schedules 1 through 13 attached hereto as to the undersigned.

8. Severability. If any provision of this Joinder is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future Laws, such provision shall be fully severable, shall not impair or invalidate the remainder of this Joinder and the effect thereof shall be confined to the provision held to be illegal, invalid or unenforceable.

9. Counterparts. This Joinder may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

10. **ENTIRE AGREEMENT.** THIS WRITTEN AGREEMENT, TOGETHER WITH THE OTHER LOAN DOCUMENTS, REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES REGARDING THE SUBJECT MATTER HEREIN AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

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IN WITNESS WHEREOF, the undersigned has caused this Joinder to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

By: _____

Print Name: _____

Print Title: _____

ACCEPTED BY:

THE FROST NATIONAL BANK,
a national banking association

By: _____

Print Name: _____

Print Title: _____

SECURED PARTY:

THE FROST NATIONAL BANK,
a national banking association

By: _____
Print Name: _____
Print Title: _____

THE FROST NATIONAL BANK
SECURITY AGREEMENT
FORM REV. JUNE '01 (REVISED ARTICLE 9 CHANGES)

Schedule 1		Real Property
Address	Owner/Lessee	Record Owner
To be Provided By Debtors		

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Schedule 2	Registered Patents
------------	--------------------

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Patent No.	Issue Date	Country of Issue
To be Provided By Debtors				

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Schedule 3	Patent Applications
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Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Serial No.	Filing Date	Country of Issue
To be Provided By Debtors				

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Schedule 4 Registered Trademarks

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
To be Provided By Debtors							

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Schedule 5 Trademark Applications

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Trademark Application relates to following Trademark	Serial No.	Int'l Class Covered	Goods or Services Covered	Date of Application	Country of Application
To be Provided By Debtors							

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Schedule 6	Registered Copyrights
------------	-----------------------

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Serial No.	Copyright	Issue Date	Country of Issue
To be Provided By Debtors					

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Schedule 7	Copyright Applications
------------	------------------------

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registration No.	Copyright	Application Date	Country of Application
To be Provided By Debtors					

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Schedule 8	Commercial Tort Claims
------------	------------------------

Case Name or Style	Case Number	Court in Which Pending
To be Provided By Debtors		

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Schedule 9	Deposit Accounts
------------	------------------

Bank	Branch Name, Street Address	ABA No.	Account No.	Account Name	Account Type
To be Provided By Debtors					

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Schedule 10	Commodity Accounts
-------------	--------------------

Commodity Intermediary	Street Address	Account Name	Account Number	Commodity Contract Description
To be Provided By Debtors				

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Schedule 11	Securities Accounts
-------------	---------------------

Securities Intermediary	Street Address	Account Name	Account Number	Securities Contract Description
To be Provided By Debtors				

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Schedule 12	Letters of Credit
-------------	-------------------

Bank Issuer	Branch Name, Street Address	Letter of Credit No.	Issue Date	Expiry	Face Amount
To be Provided By Debtors					

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Schedule 13	Addresses
Debtor	Address
To be Provided By Debtors	

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