

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LSF5 Spur, LLC		08/01/2008	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	LSF5 US Finance Co., Ltd
Street Address:	7 Reid Street
Internal Address:	Washington Mall, Suite 304
City:	Hamilton HM 11
State/Country:	BERMUDA
Entity Type:	Secured Party:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2883919	TEXAS. AT ITS PRIME.
Registration Number:	1872059	TEXAS LAND & CATTLE COMPANY STEAK HOUSE
Registration Number:	2414013	TEXAS LAND & CATTLE STEAK HOUSE
Registration Number:	2367328	TEXAS LAND & CATTLE STEAK HOUSE
Registration Number:	1938790	TXLC
Registration Number:	3066026	TXLC

CORRESPONDENCE DATA

Fax Number: (804)344-7999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 804-788-8523
Email: HWRITM@hunton.com
Correspondent Name: Edward T. White - Hunton & Williams LLP
Address Line 1: 951 East Byrd Street
Address Line 2: Riverfront Plaza, East Tower
Address Line 4: RICHMOND, VIRGINIA 23219-4074

CH \$165.00 2883919

ATTORNEY DOCKET NUMBER:

69062.001433

DOMESTIC REPRESENTATIVE

Name: Edward T. White - Hunton & Williams LLP

Address Line 1: 951 East Byrd Street

Address Line 2: Riverfront Plaza - East Tower

Address Line 4: Richmond, VIRGINIA 23219-4074

NAME OF SUBMITTER:

Edward T. White

Signature:

/Edward T. White/

Date:

11/13/2008

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

WHEREAS, LSF5 SPUR, LLC ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into that certain Amended and Restated Promissory Note (the "Spur Note") dated August 1, 2008, payable to the order of LSF5 US FINANCE CO., LTD. ("Secured Party"); and

WHEREAS, pursuant to the terms of the Security Agreement dated August 1, 2008 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), among LSF5 Cowboy Holdings, LLC, LSF5 Cactus, LLC ("Cactus"), the subsidiaries of Cactus who are party thereto (the "Cactus Subsidiaries"), Grantor, the subsidiaries of Grantor who are signatories thereto (the "Spur Subsidiaries"), and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto to be effective as of the 1st day of August, 2008.

Acknowledged:

GRANTOR:

LSF5 SPUR, LLC

By: Marc L. Lipsky
Name: Marc L. Lipsky, Vice President

SECURED PARTY:

LSF5 US FINANCE CO., LTD.

By: _____
Name: Sandra Collins, Vice President

Witnessed in Hamilton, Bermuda

By: _____
Name: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto to be effective as of the 1st day of August, 2008.

Acknowledged:

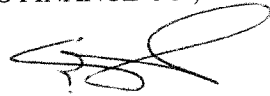
GRANTOR:

LSF5 SPUR, LLC


By: _____
Name: Marc L. Lipshy, Vice President

SECURED PARTY:


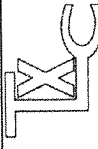
LSF5 US FINANCE CO., LTD.

By:  _____
Name: Sandra Collins, Vice President

Witnessed in Hamilton, Bermuda

By:  _____
Name: Philip Simmons

Schedule 1
to Trademark
Security Agreement

No.	Mark	Filing Date	Serial No.	Registration Date	Registration No	Goods/Services
1.	TEXAS. AT IT'S PRIME	09/15/2003	76/544,705	09/14/2004	2,883,919	Restaurant services
2.	 TEXAS LAND & CATTLE STEAK HOUSE	03/22/1993	74/370,087	01/03/1995	1,872,059	Restaurant services
3.	TEXAS & LAND & CATTLE STEAK HOUSE	12/22/1999	75/878,022	12/19/2000	2,414,013	Restaurant services
4.	TEXAS LAND & CATTLE	07/17/1996	75/135,301	07/18/2000	2,367,328	Restaurant services
5.	TXIC	01/04/1995	74/617,838	11/28/2005	1,938,790	Restaurant services
6.		03/24/2005	78/594,077	03/07/2006	3,066,026	Restaurant and bar services

Trademark Licenses

None.

Trademark Applications

Owner of Record	Country of Registration	Trademark	Serial No.	Registration No.	Registration Date