

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 Cactus, 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: 18

Property Type	Number	Word Mark
Serial Number:	75883253	LONE STAR
Serial Number:	75883254	LONE STAR
Registration Number:	2596706	LONE STAR
Registration Number:	2596707	LONE STAR
Serial Number:	78691561	LONE STAR BARBECUE & STEAKHOUSE
Serial Number:	78663685	LONE STAR BBQ & STEAKHOUSE
Registration Number:	1155907	LONE STAR CAFE
Registration Number:	1731247	LONE STAR STEAKHOUSE & SALOON
Registration Number:	2992302	LONE STAR STEAKHOUSE & SALOON
Registration Number:	2997691	LONE STAR STEAKHOUSE & SALOON
Registration Number:	2229771	LONE STAR STEAKHOUSE & SALOON
Serial Number:	78691550	LONE STAR TAKE AWAY
Serial Number:	78676586	LONE STAR TAKE AWAY
Registration Number:	2874975	OIL BARON RITA

CH \$465.00 75883253

Registration Number:	1647802	PANCHO AND LEFTY'S
Registration Number:	2093759	SWEET BOURBON SALMON
Registration Number:	2583856	TEXAS ROSE
Registration Number:	2631794	THE LONE STAR STATE OF MIND

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: HWITM@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

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: 5
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TRADEMARK SECURITY AGREEMENT

WHEREAS, LSF5 CACTUS, 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, Grantor, the subsidiaries of Grantor who are party thereto (the "Cactus Subsidiaries"), LSF5 Spur, LLC ("Spur"), the subsidiaries of Spur 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 CACTUS, 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:

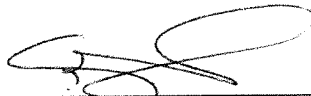
GRANTOR:

LSF5 CACTUS, LLC

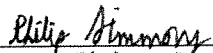
By: _____
Name: Marc L. Lipshy, Vice President

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.	LONE STAR	12/29/1999	75/883,253			Clothing, namely, T-shirts, men's and women's sport shirts, sweat shirts, polo shirts and caps
2.		12/29/1999	75/883,254			Clothing, namely T-shirts, men's and women's sports shirts, sweat shirts, polo shirts and caps
3.		12/29/1999	75/883,255	07/23/2002	2,596,706	Restaurant and bar services
4.	LONE STAR	12/29/1999	75/883,256	07/23/2002	2,596,707	Restaurant and bar services
5.	LONE STAR BARBECUE & STEAKHOUSE	08/12/2005	78/691,561			Restaurant and bar services
6.	LONE STAR BBQ & STEAKHOUSE	07/05/2005	78/663,685			Restaurant and bar services
7.		09/18/78	74/185,882	05/26/81	1,155,907	Nightclub services featuring musical entertainment; restaurant services
8.		02/21/1992	74/248,262	11/10/1992	1,731,247	Clothing, namely, men's and women's sports shirts, sweat shirts, polo shirts and caps
9.	LONE STAR STEAKHOUSE & SALOON	07/02/2004	78/445,281	09/06/2005	2,992,302	Clothing, namely men's and women's shirts and caps
10.	LONE STAR STEAKHOUSE & SALOON	07/02/2004	78/445,215	09/20/2005	2,997,691	Restaurant and bar services
11.		02/21/1992	74/248,299	03/09/1999	2,229,771	Restaurant services

No.	Mark	Filing Date	Serial No.	Registration Date	Registration No	Goods/Services
12.	LONE STAR TAKE AWAY	08/12/2005	78/691,550			Restaurant and bar services
13.		07/22/2005	78/676,586			Restaurant and bar services
14.	OIL BARON MARGARITA ABANDONED	09/02/2003	78/295,147			Prepared alcoholic margarita cocktails
15.	OIL BARON RITA	09/02/2003	78/295,141	08/17/2004	2,874,975	Prepared alcoholic margarita cocktails
16.	PANCHO AND LEFTY'S	03/14/1990	74/038,399	06/11/1991	1,647,802	Restaurant and bar services
17.	ROSITA'S FILET ABANDONED	08/14/1996	75/149,976	12/04/2001	2,513,625	Prepared steak entrees served on the premises of the applicant's restaurant
18.	SWEET BOURBON SALMON	11/16/1994	74/599,398	09/02/1997	2,093,759	Fish served in a restaurant
19.	TEXAS ROSE	10/25/2000	78/032,333	06/18/2002	2,583,856	Fried Onions
20.	THE LONE STAR STATE OF MIND	03/17/2001	78/053,679	10/08/2002	2,631,794	Restaurant and bar services
21.	WICKED BURRITO ABANDONED	08/07/1995	74/711,736	04/22/1997	2,054,042	Restaurant services
22.	WICKED BURRITO ABANDONED	10/27/1994	74/591,102	05/07/1996	1,973,484	Burritos

Trademark Licenses

None.

Trademark Applications

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