

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Luby's Holdings, Inc.		11/09/2009	CORPORATION: DELAWARE
Luby's Limited Partner, Inc.		11/09/2009	CORPORATION: DELAWARE
Lubco, Inc.		11/09/2009	CORPORATION: DELAWARE
Luby's Management, Inc.		11/09/2009	CORPORATION: DELAWARE
Luby's Bevco, Inc.		11/09/2009	CORPORATION: TEXAS
Luby's Restaurants Limited Partnership		11/09/2009	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, NA, as Administrative Agent
Street Address:	1000 Louisiana St.
Internal Address:	3rd Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	0967837	LUBY'S
Registration Number:	1054102	LU ANN
Registration Number:	1236864	LUBY'S
Registration Number:	2007877	LUBY'S RISING S.T.A.R.
Registration Number:	2384690	LUBY'S GOOD FOOD TO GO
Registration Number:	2579143	LUBY'S TO GO!
Serial Number:	78355727	BOB LUBY'S SEAFOOD GRILL
Serial Number:	78312287	TASTES LIKE TEXAS FEELS LIKE HOME

CH \$290.00 0967837

Registration Number:	2987473	LUBY'S CAFETERIA
Serial Number:	77802889	PRICE REWIND
Serial Number:	77331860	LUBY'S ROMANA CAFETERIA

CORRESPONDENCE DATA

Fax Number: (713)223-3717
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 7132261204
Email: jsanchez@lockelord.com
Correspondent Name: Joyce Sanchez/Locke Lord Bissell & Lidde
Address Line 1: 600 Travis Street
Address Line 2: 2800 JPMorgan Chase Tower
Address Line 4: Houston, TEXAS 77002-3095

ATTORNEY DOCKET NUMBER:	0050320-00176
NAME OF SUBMITTER:	Joyce Sanchez
Signature:	/Joyce Sanchez/
Date:	01/29/2010

Total Attachments: 33

source=Luby's Holdings Inc Security Agreement IP#page1.tif
source=Luby's Holdings Inc Security Agreement IP#page2.tif
source=Luby's Holdings Inc Security Agreement IP#page3.tif
source=Luby's Holdings Inc Security Agreement IP#page4.tif
source=Luby's Holdings Inc Security Agreement IP#page5.tif
source=Luby's Holdings Inc Security Agreement IP#page6.tif
source=Luby's Holdings Inc Security Agreement IP#page7.tif
source=Luby's Holdings Inc Security Agreement IP#page8.tif
source=Luby's Holdings Inc Security Agreement IP#page9.tif
source=Luby's Holdings Inc Security Agreement IP#page10.tif
source=Luby's Holdings Inc Security Agreement IP#page11.tif
source=Luby's Holdings Inc Security Agreement IP#page12.tif
source=Luby's Holdings Inc Security Agreement IP#page13.tif
source=Luby's Holdings Inc Security Agreement IP#page14.tif
source=Luby's Holdings Inc Security Agreement IP#page15.tif
source=Luby's Holdings Inc Security Agreement IP#page16.tif
source=Luby's Holdings Inc Security Agreement IP#page17.tif
source=Luby's Holdings Inc Security Agreement IP#page18.tif
source=Luby's Holdings Inc Security Agreement IP#page19.tif
source=Luby's Holdings Inc Security Agreement IP#page20.tif
source=Luby's Holdings Inc Security Agreement IP#page21.tif
source=Luby's Holdings Inc Security Agreement IP#page22.tif
source=Luby's Holdings Inc Security Agreement IP#page23.tif
source=Luby's Holdings Inc Security Agreement IP#page24.tif
source=Luby's Holdings Inc Security Agreement IP#page25.tif
source=Luby's Holdings Inc Security Agreement IP#page26.tif
source=Luby's Holdings Inc Security Agreement IP#page27.tif

source=Luby's Holdings Inc Security Agreement IP#page28.tif
source=Luby's Holdings Inc Security Agreement IP#page29.tif
source=Luby's Holdings Inc Security Agreement IP#page30.tif
source=Luby's Holdings Inc Security Agreement IP#page31.tif
source=Luby's Holdings Inc Security Agreement IP#page32.tif
source=Luby's Holdings Inc Security Agreement IP#page33.tif

SECURITY AGREEMENT (Subsidiaries)

This Security Agreement (as amended, supplemented or restated from time to time, this "Agreement") dated as of November 9, 2009, is by and between LUBY'S HOLDINGS, INC., a Delaware corporation, LUBY'S LIMITED PARTNER, INC., a Delaware corporation, LUBCO, INC., a Delaware corporation, LUBY'S MANAGEMENT, INC., a Delaware corporation, LUBY'S BEVCO, INC., a Texas corporation, and LUBY'S RESTAURANTS LIMITED PARTNERSHIP, a Texas limited partnership (collectively, herein called "Debtors"), each of whose address is 13111 Northwest Freeway, Suite 600, Houston, Texas 77040 and whose taxpayer identification numbers are 74-2804009, 51-0378641, 51-0378640, 74-2802655, 74-2874452 and 74-2802656, respectively, and whose organizational numbers issued by their jurisdictions of organization are 2680297, 2680301, 2680299, 2680302, 148561500, and 0093623-10, respectively, and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Secured Party"), whose address is 1000 Louisiana St., 3rd Floor, Houston, TX 77002, Attention: Ben R. McCaslin, in its capacity as Administrative Agent under the Credit Agreement (as amended, restated and supplemented from time to time, the "Credit Agreement") among LUBY'S, INC., a Delaware corporation ("Borrower"), each of the financial institutions which are signatories thereto or which may become a party thereto from time to time (individually, a "Lender" and, collectively, the "Lenders") and Secured Party dated concurrently herewith.

Debtors and Secured Party agree as follows:

Any capitalized term used in this Agreement and not otherwise defined herein shall have the meaning ascribed to such term in the Credit Agreement. Terms used in this Agreement which are defined in the UCC are used with the meanings as therein defined. All principles of construction set forth in Article I of the Credit Agreement are incorporated herein by reference for all purposes.

ARTICLE 1 Creation of Security Interest

In order to secure the prompt and unconditional payment of the Debt (as defined in Section 2.2), each Debtor hereby grants to Secured Party on behalf of Lenders a security interest in and mortgages, assigns, transfers, delivers, pledges, sets over and confirms to Secured Party on behalf of Lenders all of Debtors' remedies, powers, privileges, rights, titles and interests (including all power of Debtors, if any, to pass greater title than it has itself) of every kind and character now owned or hereafter acquired, created or arising in and to all personal property of Debtors, including without limitation, all of Debtors' remedies, powers, privileges, rights, titles and interests (including all power of Debtors, if any, to pass greater title than it has itself) of every kind and character now owned or hereafter acquired, created or arising in and to the following:

Accounts

- (a) all accounts, receivables and accounts receivable regardless of form (including all choses or things in action, trade names, trademarks, patents, patents pending,

infringement claims, service marks, licenses, copyrights, blueprints, drawings, plans, diagrams, schematics, computer programs, computer tapes, computer discs, reports, catalogs, customer lists, purchase orders, goodwill, route lists, monies due or recoverable from pension funds, tax refunds and all rights to any of the foregoing), book debts, contract rights and rights to payment no matter how evidenced (including those accounts listed on the Schedule or Schedules which may from time to time be attached hereto);

- (b) all chattel paper, notes, drafts, acceptances, payments under leases of equipment or sale of inventory, and other forms of obligations received by or belonging to any Debtor for goods sold or leased and/or services rendered by such Debtor;
- (c) purchase orders, instruments and other documents (including all documents of title) evidencing obligations to any Debtor, including those for or representing obligations for goods sold or leased and/or services rendered by such Debtor;
- (d) all monies due or to become due to any Debtor under all contracts, including those for the sale or lease of goods and/or performance of services by such Debtor no matter how evidenced and whether or not earned by performance;
- (e) all accounts, receivables, accounts receivable, contract rights, and general intangibles arising as a result of any Debtor's having paid accounts payable (or having had goods sold or leased to any Debtor or services performed for any Debtor giving rise to accounts payable) which accounts payable were paid for or were incurred by such Debtor on behalf of any third parties pursuant to an agreement or otherwise;
- (f) all goods, the sale and delivery of which give rise to any of the foregoing, including any such goods which are returned to any Debtor for credit;

Inventory

all goods, merchandise, raw materials, work in process, finished goods, and other tangible personal property of whatever nature now owned by any Debtor or hereafter from time to time existing or acquired, wherever located and held for sale or lease, including those held for display or demonstration or out on lease or consignment, or furnished or to be furnished under contracts of service or used or usable or consumed or consumable in any Debtor's business or which are finished or unfinished goods and all accessions and appurtenances thereto, together with all warehouse receipts and other documents evidencing any of the same and all containers, packing, packaging, shipping and similar materials;

Equipment and General Intangibles

all general intangibles now owned by any Debtor or existing or hereafter acquired, created or arising (whether or not related to any of the other property described in this Article) and all goods, equipment, machinery, furnishings, fixtures, furniture, appliances, accessories, leasehold improvements, chattels and other articles of personal property of

whatever nature (whether or not the same constitute fixtures) now owned by any Debtor or hereafter acquired, and all component parts thereof and all appurtenances thereto

Patents, Trademarks and Copyrights

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers (and all amendments, supplements, restatements and modification thereof or thereto from time to time), and all prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications, if any, in connection therewith including registrations, recordings and applications, if any, in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof (each such office or agency being referred to herein as a "Trademark Office") and all reissues, continuations, continuations-in-part, extensions or renewals thereof (each of the foregoing items in this paragraph and listed on Exhibit A attached hereto being herein referred to as a "Trademark" and collectively called the "Trademarks") and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (b) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for such letters patent, including, without limitation, registrations, recordings and applications in a Trademark Office and all reissues, continuations, continuations-in-part, extensions or renewals thereof (each of the foregoing being herein called a "Patent"), and any license related thereto (each herein called a "Patent License"; listed on Exhibit A attached hereto are all Patents and Patent Licenses of Debtors as of the date hereof);
- (c) copyrights and copyright registrations, including, without limitation, the copyright registrations and recordings thereof and all applications in connection therewith listed on Exhibit A attached hereto, and (i) all reissues, continuations, extensions or renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of any Debtor's business symbolized by the foregoing and connected therewith and (v) all of Debtors' rights corresponding thereto throughout the world (all of the foregoing copyrights and copyright registrations, together with the items described in clauses (i)-(v) in this paragraph (c), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and (ii) all products and proceeds of any and all of the foregoing, including, with limitation, licensed royalties and proceeds of infringement suits;

- (d) any claim for past, present or future infringement or dilution of any Trademark, Patent, Patent License or Copyright (including licensed royalties), or for injury to the goodwill associated with any Trademark;

Stock

- (a) all of the investment securities listed on Exhibit B, hereto attached and hereby made a part hereof;
- (b) all dividends (cash or otherwise), rights to receive dividends, stock dividends, dividends paid in stock, distributions upon redemption or liquidation, distributions as a result of split-ups, recapitalizations or rearrangements, stock rights, rights to subscribe, voting rights, rights to receive securities, and all new securities and other investment property and other property which any Debtor may hereafter become entitled to receive on account of the foregoing;

Partnership and Limited Liability Company Interests

- (a) The partnerships and limited liability companies (the "Non-Corporate Entities") created under and by virtue of the organizational documents (collectively, the "Non-Corporate Entity Agreements") described on Exhibit B hereto;
- (b) all instruments, documents, chattel papers, accounts, general intangibles, profits, income, surplus, money, credits, claims, demands and other property (real or personal) and revenues of any kind or character now or hereafter relating to, accruing or arising under or in respect of the Non-Corporate Entity Agreements and all property, real or personal, now or hereafter owned by the Non-Corporate Entities paid, payable or otherwise distributed or distributable or transferred or transferable to any Debtor under, in connection with or otherwise in respect of any of such property or the Non-Corporate Entity Agreements (whether by reason of any Debtor's ownership interest, loans by any Debtor or otherwise);

Commercial Tort Claims, Negotiable Collateral, Supporting Obligations and Money

- (a) All of Debtors' right, title and interest with respect to any "commercial tort claims" as that term is defined in the UCC including, without limitation, the commercial tort claims listed on Exhibit C ("Commercial Tort Claims") but not including the Excluded Assets;
- (b) All of Debtors' right, title and interest with respect to letters of credit, letter-of-credit rights, instruments, promissory notes, drafts, and documents (including any bills of lading, dock warrants, dock receipts, warehouse receipts or orders for delivery of goods and also any other document which in the regular course of business or financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold and dispose of such document and the goods it covers), as such terms may be defined in the UCC, and any and all supporting obligations in respect thereof ("Negotiable Collateral");

- (c) All of Debtors' right, title, and interest with respect to any "supporting obligations" as such term is defined in the UCC, including letters of credit and guaranties issued in support of accounts, chattel paper, documents, general intangibles, instruments, or investment property (the "Supporting Obligations");
- (d) All of Debtors' money, cash, cash equivalents or other personal property assets of any Debtor that now or hereafter come into the possession, custody, or control of Secured Party or any Lender;

all accessions, appurtenances and additions to and substitutions for any of the foregoing and all products and proceeds of any of the foregoing, together with all renewals and replacements of any of the foregoing, all accounts, receivables, account receivables, instruments, notes, chattel paper, documents (including all documents of title), other Negotiable Collateral, Supporting Obligations, cash, books, records, contract rights and general intangibles arising in connection with any of the foregoing (including all insurance and claims for insurance affected or held for the benefit of any Debtor or Secured Party in respect of the foregoing). All of the properties and interests described in this Article (specifically excluding the Excluded Assets) are herein collectively called the "Collateral", it being understood that, notwithstanding any other provision set forth in this Agreement, this Agreement shall not, at any time, constitute a grant of a security interest in any property that is, at such time, an Excluded Asset. The inclusion of proceeds does not authorize any Debtor to sell, dispose of or otherwise use the Collateral in any manner not authorized herein.

ARTICLE 2 Secured Indebtedness

2.1 This Agreement is made to secure all of the following present and future debt and obligations:

(a) All obligations of Debtors under the Guaranty dated concurrently herewith executed by Debtors to Secured Party (as it may be amended, supplemented, restated and/or replaced from time to time, "Guaranty").

(b) The Debt (as defined in the Guaranty); provided, however, to the extent that in a legal proceeding brought within the applicable limitations period it is determined by the final, non-appealable order of a court having jurisdiction over the issue and the applicable parties that any Debtor received less than a reasonably equivalent value in exchange for such Debtor's incurrence of its obligations under the Guaranty, the reference in this clause (b) to Debt (as defined in the Guaranty) shall be deemed to be to the Guaranteed Debt (as defined in the Guaranty) for such Debtor.

(c) All other obligations, if any, undertaken by any Debtor in any other place in this Agreement.

(d) Any and all sums and the interest which accrues on them as provided in this Agreement which Secured Party or any Lender may advance or which any Debtor may owe Secured Party or any Lender pursuant to this Agreement on account of any Debtor's failure to keep, observe or perform any of the covenants of such Debtor under this Agreement.

2.2 The term “Debt” means and includes all of the indebtedness and other obligations described or referred to in Section 2.1. The Debt includes interest and other obligations accruing or arising after commencement of any case under any bankruptcy or similar laws by or against any Debtor or any other Person now or hereafter primarily or secondarily obligated to pay all or any part of the Debt (each Debtor and each such other Person being herein called individually an “Obligor” and collectively, “Obligors”). The Debt also includes all reasonable attorneys’ fees and any other reasonable expenses incurred by Secured Party in enforcing any of the Loan Documents.

ARTICLE 3 Representations and Warranties

Each Debtor represents and warrants as follows:

(a) Debtors are the legal and equitable owner and holder of good and marketable title to the Collateral free of any adverse claim and free of any Lien except only for the Permitted Encumbrances. Except for the Permitted Encumbrances, Debtor has not heretofore signed or authorized the filing of any financing statement directly or indirectly affecting the Collateral or any part of it which has not been completely terminated of record, and no such financing statement signed or authorized by any Debtor is now on file in any public office except as Secured Party may otherwise consent in writing.

(b) As of the date hereof, all leased and owned locations of Debtors are located at the addresses set forth on Exhibit D attached hereto. All books and records of any applicable Debtor with regard to the Collateral are maintained and kept at the chief executive office of such Debtor set forth at the beginning of this Agreement.

(c) Except for Excluded Assets, no material part of the Collateral is covered by a certificate of title or subject to any certificate of title law. No part of the Collateral consists or will consist of consumer goods, farm products, timber, minerals and the like (including oil and gas) or accounts resulting from the sale thereof.

(d) No Debtor has changed its name, whether by amendment of its organizational documents or otherwise, or the jurisdiction under whose laws such Debtor is organized within the last five (5) years.

(e) Debtors’ correct taxpayer identification numbers and organizational identification numbers, if any, issued by their jurisdictions of organization are set forth in the first paragraph of this Agreement.

(f) The Collateral described in Article 1 under the heading “Stock” (the “Stock Collateral”) is genuine, free from any restriction relating to the granting of Liens, duly and validly authorized and issued, and fully paid, and is hereby duly and validly pledged and hypothecated to Secured Party in accordance with applicable law.

(g) Exhibit C attached hereto sets forth all Commercial Tort Claims of Debtors except the Excluded Assets, indicating the case caption for each claim, the court or other judicial forum where such claim is being litigated, the amount of such claim and the remedies sought in such

claim and all other relevant information necessary or required to create a Lien on such claim in favor of Secured Party.

(h) The value of the consideration received and to be received by each Debtor is reasonably worth at least as much as the liability and obligation of such Debtor incurred or arising under this Agreement and all related papers and arrangements. Each Debtor's board of directors, general partners or other governors have determined that such liability and obligation may reasonably be expected to substantially benefit such Debtor directly or indirectly. Each Debtor has had full and complete access to the underlying papers relating to the Debt and all other papers executed by Borrower, any Obligor or any other person or entity in connection with the Debt, has reviewed them and is fully aware of the meaning and effect of their contents. Each Debtor is fully informed of all circumstances which bear upon the risks of executing this Agreement and which a diligent inquiry would reveal. Each Debtor has adequate means to obtain from the Borrower on a continuing basis information concerning Borrower's financial condition, and is not depending on Secured Party or any Lender to provide such information, now or in the future. Each Debtor agrees that neither Secured Party nor any Lender shall have any obligation to advise or notify any Debtor or to provide any Debtor with any data or information.

ARTICLE 4 Covenants

4.1 Each Debtor covenants and agrees with Secured Party as follows:

(a) Each Debtor shall furnish to Secured Party such instruments as may be reasonably required by Secured Party or any Lender to assure the transferability of any Collateral in accordance with this Agreement when and as often as may be reasonably requested by Secured Party or such Lender.

(b) If (i) the validity or priority of this Agreement or of any material rights, titles, security interests or other interests created or evidenced hereby shall be attacked, endangered or questioned or (ii) if any legal proceedings are instituted with respect thereto, Debtors will give prompt written notice thereof to Secured Party and at Debtors' own cost and expense will diligently endeavor to cure any material defect that may be developed or reasonably claimed, and will take all reasonably necessary and proper steps for the defense of such legal proceedings; and if an Event of Default has occurred and is continuing, Secured Party (whether or not named as a party to legal proceedings with respect thereto) is hereby authorized and empowered to take such additional steps as in its judgment and discretion may be necessary or proper for the defense of any such legal proceedings or the protection of the validity or priority of this Agreement and the material rights, titles, security interests and other interests created or evidenced hereby, and all reasonable and customary expenses so incurred of every kind and character shall constitute sums advanced pursuant to Section 4.2 of this Agreement.

(c) Debtors shall at all times keep accurate and complete material records of the Collateral and its proceeds. Debtors shall, where applicable, at Debtors' own expense take all reasonable and appropriate steps to enforce the collection of the Collateral and items representing proceeds thereof.

(d) If the Collateral is evidenced by promissory notes, trade acceptances or other instruments for the payment of money or other Negotiable Collateral, Debtors will, at the request of Secured Party during the continuation of an Event of Default, immediately deliver any of the foregoing to Secured Party, appropriately endorsed to Secured Party's order and regardless of the form of endorsement, each Debtor waives presentment, demand, notice of dishonor, protest and notice of protest. After an Event of Default but prior to such delivery, such Collateral shall be held by Debtors in trust for the benefit of Secured Party and Lenders and subject to the Liens granted herein.

(e) Debtors agree to provide, maintain and keep in force casualty, liability and other insurance for that portion of the Collateral which is tangible personal property as required by the Credit Agreement. Each Debtor hereby assigns to Secured Party on behalf of Lenders the exclusive right (exercisable at any time after the occurrence and during the continuation of an Event of Default) to collect any and all monies that may become payable under any insurance policies covering any part of the Collateral, or any risk to or about the Collateral. To the extent such policies are transferable, and subject to the consent and requirements of the applicable insurance companies or policies, foreclosure of this Agreement shall automatically constitute foreclosure upon all policies of insurance insuring any part of or risk to the Collateral and all claims thereunder arising from post-foreclosure events. To the extent such policies are transferable, and subject to the consent and requirements of the applicable insurance companies or policies, the successful bidder or bidders for any Collateral at any foreclosure, as their respective interests may appear, shall automatically accede to all of Debtors' rights in, under and to such policies and all post-foreclosure event claims, and such bidder(s) shall be named as insured(s) on request, whether or not the bill of sale to any such successful bidder mentions insurance. Unless Secured Party or Secured Party's representative reserves at the foreclosure sale the right to collect any uncollected insurance proceeds recoverable for events occurring before foreclosure (in which event the successful bidder at the sale, if not Secured Party, shall have no interest in such proceeds and Secured Party shall apply them, if and when collected, to the Debt in such order and manner as Secured Party shall then elect and remit any remaining balance to Debtors or to such other Person as is legally entitled to them), all proceeds of all such insurance which are not so reserved by Secured Party at the foreclosure sale and are not actually received by Secured Party until after foreclosure shall be the property of the successful bidder or bidders at foreclosure, as their interests may appear, and no Debtor shall have any interest in them and shall receive no credit for them. Neither Secured Party nor any Lender shall have any duty to any Debtor or anyone else to either require or provide any insurance or to determine the adequacy or disclose any inadequacy of any insurance. If Secured Party or any Lender elects at any time or for any reason to purchase insurance relating to the Collateral, it shall have no obligation to cause any Debtor or anyone else to be named as an insured, to cause any Debtor's or anyone else's interests to be insured or protected or to inform any Debtor or anyone else that his or its interests are uninsured or underinsured, and any such insurance shall be at Secured Party's or such Lender's sole cost.

(f) The Collateral is and shall remain in Debtors' possession or control at all times at Debtors' risk of loss at Debtors' locations as described in writing to Secured Party, where Secured Party may inspect it at any time, except for (i) its temporary removal in connection with its ordinary use and maintenance, (ii) any removal to which Secured Party consents in writing in advance and (iii) dispositions permitted hereby or by the Credit Agreement.

(g) Until the occurrence of an Event of Default which has not been cured or waived and the Debtors' receipt of written notice at the address set forth herein from the Secured Party that limits or prohibits the Debtors' use of the Collateral described in Article 1 under the caption "Inventory", Debtors may use the Collateral described in Article 1 under the caption "Inventory" in any lawful manner not inconsistent with this Agreement or with the terms or conditions of any policy of insurance thereon and may also sell or lease such Collateral in the ordinary course of business. A sale in the ordinary course of business does not include a transfer in partial or total satisfaction of a debt. Until the occurrence of an Event of Default which has not been cured or waived and the Debtors' receipt of written notice at the address set forth herein from the Secured Party that limits or prohibits the Debtors' use of the Collateral described in Article 1 under the caption "Inventory", Debtors may also use and consume any raw materials or supplies, the use and consumption of which are necessary to carry on the businesses of Debtors.

4.2 If any Debtor fails to comply with any of its agreements, covenants or obligations under this Agreement or any other Loan Document and such failure continues for 30 days after Secured Party has given such Debtor written notice thereof, Secured Party (in such Debtor's name or in Secured Party's own name as agent for the Lenders) may perform them or cause them to be performed for the account and at the expense of such Debtor, but shall have no obligation to perform any of them or cause them to be performed. Any and all reasonable and customary, out-of-pocket expenses thus incurred or paid by Secured Party shall be Debtors' obligations to Secured Party due and payable within ten (10) days after demand, and each shall bear interest from the date Secured Party pays it until the date Debtors repay it to Secured Party, at the rate provided in the Credit Agreement for interest on past due payments (the "Default Rate"). Upon making any such payment or incurring any such expense, Secured Party shall be fully and automatically subrogated to all of the rights of the Person receiving such payment. Any amounts owing by any Debtor to Secured Party pursuant to this or any other provision of this Agreement shall automatically and without notice be and become a part of the Debt and shall be secured by this and all other instruments securing the Debt. The exercise of the privileges granted to Secured Party in this Section shall in no event be considered or constitute a cure of the Default or a waiver of Secured Party's right at any time during the continuance of an Event of Default to declare the Debt to be at once due and payable, but is cumulative of such right and of all other rights given by this Agreement, the Credit Agreement, the Notes and the other Loan Documents and of all rights given Secured Party by law.

4.3 On request of Secured Party, each Debtor, at its own expense, will perform all acts and execute all documents, including, without limitation, documents or instruments suitable for filing with any Trademark Office or the United States Copyright Office (the "Copyright Office"), as applicable, at any time to evidence, perfect, maintain, record and enforce the Secured Party's interest in the Collateral described in Article 1 under the heading "Patents; Trademarks and Copyrights" (collectively, the "Intellectual Property Collateral"), or to prosecute any Trademark application, or Copyright application, as applicable, or to preserve, extend, reissue, continue or renew any such Collateral (unless not doing so would be commercially reasonable and would not have a material adverse effect on such Debtor or its ability to perform its obligations under the Loan Documents), or otherwise in furtherance of the provisions of this Agreement.

4.4 In no event shall any Debtor, either itself or through any agent, employee, license or designee, file an application for the registration of any trademark, tradename, service mark, or

patent or Copyright, with any Trademark Office or the Copyright Office, as applicable, or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof in which such intellectual property is typically placed of record unless it promptly thereafter informs the Secured Party, and, upon Secured Party's or any Lender's request, executes and delivers any and all agreements, instruments, documents and papers as Secured Party may request to grant to Secured Party a security interest in such trademark, service mark, tradename or patent or Copyright, as applicable, and in any general intangibles related to or arising in connection with the same, including any underlying technology, inventions and trade secrets of the applicable Debtor relating thereto or represented thereby.

ARTICLE 5
Assignment of Payments; Certain Powers
of Secured Party; Voting Rights

5.1 During the continuation of an Event of Default, each Debtor hereby authorizes and directs each account debtor and each other Person (a "Collateral Obligor") obligated to make payment in respect of any of the Collateral to pay over to Secured Party or its designee, upon demand by Secured Party, all or any part of the Collateral without making any inquiries as to the status or balance of the Debt and without any notice to or further consent of any Debtor. To facilitate the rights of Secured Party hereunder, each Debtor hereby authorizes Secured Party and its agents, during the continuation of an Event of Default:

(a) to notify Collateral Obligors of Secured Party's security interest in the Collateral and to collect all or any part of the Collateral without further notice to or further consent by any Debtor; and each Debtor hereby constitutes and appoints Secured Party the true and lawful attorney of such Debtor (such agency being coupled with an interest), irrevocably, with power of substitution, in the name of such Debtor or in its own name or otherwise, to take any of the actions described in the following clauses (b), (c), (d), (e), (f) and (g);

(b) to ask, demand, collect, receive, give receipt for, sue for, compound and give acquittance for any and all amounts which may be or become due or payable under the Collateral and to settle and/or adjust all disputes and/or claims directly with any Collateral Obligor and to compromise, extend the time for payment, arrange for payment in installments, otherwise modify the terms of, or release, any of the Collateral, on such terms and conditions as Secured Party may determine (without thereby incurring responsibility to or discharging or otherwise affecting the liability of any Debtor to Secured Party or any Lender under this Agreement or otherwise);

(c) to execute, sign, endorse, transfer and deliver (in the name of such Debtor or in its own name or otherwise) any and all receipts or other orders for the payment of money drawn on the Collateral and all notes, acceptances, commercial paper, drafts, checks, money orders and other instruments given in payment or in partial payment thereof and all invoices, freight and express bills and bills of lading, storage receipts, warehouse receipts, other Negotiable Collateral and other instruments and documents in respect of any of the Collateral and any other documents necessary to evidence, perfect and realize upon the Liens created pursuant to this Agreement;

(d) in its discretion to file any claim or take any other action or proceeding which Secured Party may reasonably deem necessary or appropriate to protect and preserve the rights, titles and interests of Secured Party hereunder;

(e) to file financing statements, drafts against any Collateral Obligor, assignments or verifications of any of the Collateral and notices to any Collateral Obligor;

(f) to station one or more representatives of Secured Party on any Debtor's premises for the purpose of exercising any rights, benefits or privileges available to Secured Party hereunder or under any of the Loan Documents or at law or in equity, including receiving collections and taking possession of books and records relating to the Collateral; and

(g) to cause title to any or all of the Collateral to be transferred into the name of Secured Party or any nominee or nominees of Secured Party.

5.2 Unless and until an Event of Default shall have occurred and be continuing, (i) Debtors shall be entitled to exercise all voting and consensual powers and rights pertaining to the Stock Collateral or any part thereof for all purposes not inconsistent with the terms of this Agreement and (ii) except as herein provided, Debtors shall be entitled to receive and retain all dividends on the Stock Collateral or any part thereof. During the continuation of an Event of Default, Secured Party shall have the right to the extent permitted by applicable law (but shall not be obligated to exercise such right), and each Debtor shall take all such action as may be reasonably necessary or appropriate to give effect to such right, to vote and give consents, ratifications and waivers, and take any other action with respect to any or all of the Stock Collateral with the same force and effect as if Secured Party were the owner thereof. All dividends in stock or property representing stock, and all subscription warrants or any other rights or options issued in connection with the Stock Collateral, and all liquidating dividends or distributions or return of capital upon or in respect of the Stock Collateral or any part thereof, or resulting from any split, revision or reclassification of the Stock Collateral or any part thereof or received in exchange for the Stock Collateral or any part thereof as a result of a merger, consolidation or otherwise, shall be paid or transferred directly to Secured Party, or if paid to or received by any Debtor, shall, immediately upon receipt thereof, be paid over, transferred and delivered to Secured Party and shall be Stock Collateral pledged under and subject to the terms of this Agreement.

5.3 The powers conferred on Secured Party pursuant to this Article are conferred solely to protect Secured Party's interest in the Collateral and shall not impose any duty or obligation on Secured Party or any Lender to perform any of the powers herein conferred. No exercise of any of the rights provided for in this Article shall constitute a retention of Collateral in satisfaction of the indebtedness as provided for in the UCC.

ARTICLE 6

Events of Default

An Event of Default under the Credit Agreement shall constitute an Event of Default under this Agreement.

ARTICLE 7
Remedies in Event of Default

7.1 During the continuation of an Event of Default:

(a) Secured Party is authorized, in any legal manner and without breach of the peace, to take possession of the Collateral (each Debtor hereby WAIVING all claims for damages arising from or connected with any such taking, except as may be caused by the gross negligence, bad faith or willful misconduct of Secured Party) and of all books, records and accounts relating thereto and to exercise, without interference from any Debtor, any and all rights which each Debtor has with respect to the management, possession, operation, protection or preservation of the Collateral, including the right to sell or rent the same for the account of any applicable Debtor and to deduct from such sale proceeds or such rents all costs, expenses and liabilities of every character incurred by Secured Party in collecting such sale proceeds or such rents and in managing, operating, maintaining, protecting or preserving the Collateral and to apply the remainder of such sales proceeds or such rents on the Debt. Before any sale, Secured Party may, at its option, complete the processing of any of the Collateral and/or repair or recondition the same to such extent as Secured Party may deem advisable. Secured Party may take possession of any Debtor's premises to complete such processing, repairing and/or reconditioning, using the facilities and other property of any Debtor to do so, to store any Collateral and to conduct any sale as provided for herein, all without compensation to any Debtor. All reasonable costs, expenses, and liabilities incurred by Secured Party in collecting such sales proceeds or such rents, or in managing, operating, maintaining, protecting or preserving such properties, or in processing, repairing and/or reconditioning the Collateral if not paid out of such sales proceeds or such rents as hereinabove provided, shall constitute a demand obligation owing by Debtors and shall bear interest from the date of expenditure until paid at the Default Rate, all of which shall constitute a portion of the Debt. If necessary to obtain the possession provided for above, Secured Party may invoke any and all legal remedies to dispossess any Debtor, including specifically one or more actions for forcible entry and detainer. In connection with any action taken by Secured Party pursuant to this paragraph, neither Secured Party nor any Lender shall be liable for any loss sustained by any Debtor resulting from any failure to sell or let the Collateral, or any part thereof, or from any other act or omission of Secured Party or any Lender with respect to the Collateral unless such loss is caused by the gross negligence, willful misconduct or bad faith of Secured Party or any Lender, nor shall Secured Party be obligated to perform or discharge any obligation, duty, or liability under any sale or lease agreement covering the Collateral or any part thereof or under or by reason of this instrument or the exercise of rights or remedies hereunder.

(b) Secured Party may, without notice except as hereinafter provided, sell the Collateral or any part thereof at public or private sale or at any broker's board or on any securities exchange (with or without appraisal or having the Collateral at the place of sale) for cash and at such price or prices as Secured Party may deem best, and Secured Party or any Lender may be the purchaser of any and all of the Collateral so sold and Secured Party may apply upon the purchase price therefor any of the Debt and thereafter hold the same absolutely free from any right or claim of whatsoever kind. Secured Party is authorized at any such sale, if Secured Party deems it advisable or is required by applicable law so to do, (i) to restrict the prospective bidders on or purchasers of any of the Stock Collateral to a limited number of sophisticated investors who will represent and agree that they are purchasing for their own

account for investment and not with a view to the distribution or resale of any of the Stock Collateral, (ii) to cause to be placed on certificates for any or all of the Stock Collateral a legend to the effect that such security has not been registered under the Securities Act of 1933 and may not be disposed of in violation of the provisions of said Act, and (iii) to impose such other limitations or conditions in connection with any such sale as Secured Party deems necessary or advisable in order to comply with said Act or any other applicable law. In any such public or private sale, each Lender if bidding for its own account or for its own account and the accounts of other Lenders is prohibited from including in the amount of its bid an amount to be applied as a credit against its Note or the Notes of the other Lenders; instead, such Lender must bid in cash only. However, in any such public or private sale, Secured Party may (but shall not be obligated to) submit a bid for all Lenders (including itself) in the form of a credit against the Debt owed to all of the Lenders, and Secured Party or its designee may (but shall not be obligated to) accept title to property purchased at such public or private sale for and on behalf of all Lenders. Each Debtor covenants and agrees that it will execute and deliver such documents and take such other action as Secured Party reasonably deems necessary or advisable in order that any such sale may be made in compliance with applicable law. Upon any such sale Secured Party shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral so sold. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right of whatsoever kind, including any equity or right of redemption, stay or appraisal which any Debtor has or may have under any rule of law or statute now existing or hereafter adopted. Secured Party shall give Debtors written notice at the address set forth herein (which shall satisfy any requirement of notice or reasonable notice in any applicable statute) of Secured Party's intention to make any such public or private sale. Such notice shall be personally delivered or mailed, postage prepaid, at least ten (10) calendar days before the date fixed for a public sale, or at least ten (10) calendar days before the date after which the private sale or other disposition is to be made, unless the Collateral is of a type customarily sold on a recognized market, is perishable or threatens to decline speedily in value. Such notice, in case of public sale, shall state the time and place fixed for such sale or, in case of private sale or other disposition other than a public sale, the time after which the private sale or other such disposition is to be made. In case of sale at broker's board or on a securities exchange, such notice shall state the board or exchange at which such sale is to be made and the day on which the Collateral or that portion thereof so being sold will first be offered for sale at such board or exchange. Any public sale shall be held at such time or times, within the ordinary business hours and at such place or places, as Secured Party may fix in the notice of such sale. At any sale the Collateral may be sold in one lot as an entirety or in separate parcels as Secured Party may determine. Secured Party shall not be obligated to make any sale pursuant to any such notice. Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at any time and place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned. Each Obligor, to the extent applicable, shall remain liable for any deficiency.

(c) Secured Party shall have all the rights of a secured party after default under the UCC and in conjunction with, in addition to or in substitution for those rights and remedies:

- (i) Secured Party may require Debtors to assemble the Collateral and make it available at a place Secured Party designates which is mutually convenient to allow Secured Party to take possession or dispose of the Collateral; and

- (ii) it shall not be necessary that Secured Party or any Lender take possession of the Collateral or any part thereof before the time that any sale pursuant to the provisions of this Article is conducted and it shall not be necessary that the Collateral or any part thereof be present at the location of such sale; and
 - (iii) before application of proceeds of disposition of the Collateral to the Debt, such proceeds shall be applied to the reasonable and customary, out-of-pocket expenses of retaking, holding, preparing for sale or lease, selling, leasing, licensing, sublicensing and the like and the reasonable and customary out-of-pocket attorneys' fees and legal expenses incurred by Secured Party, each Obligor, to the extent applicable, to remain liable for any deficiency; and
 - (iv) the sale by Secured Party of less than the whole of the Collateral shall not exhaust the rights of Secured Party hereunder, and Secured Party is specifically empowered to make successive sale or sales hereunder until the whole of the Collateral shall be sold; and, if the proceeds of such sale of less than the whole of the Collateral shall be less than the aggregate of the Debt, this Agreement and the Liens created hereby shall remain in full force and effect as to the unsold portion of the Collateral just as though no sale had been made; and
 - (v) in the event any sale hereunder is not completed or is defective in the opinion of Secured Party, such sale shall not exhaust the rights of Secured Party hereunder and Secured Party shall have the right to cause a subsequent sale or sales to be made hereunder; and
 - (vi) any and all statements of fact made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder shall be taken as rebuttable evidence of the truth of the facts so stated; and
 - (vii) Secured Party may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Secured Party, including the sending of notices and the conduct of sale, but in the name and on behalf of Secured Party; and
 - (viii) demand of performance, advertisement and presence of property at sale are hereby WAIVED and Secured Party is hereby authorized to sell hereunder any evidence of debt it may hold as security for the Debt. Except as provided herein or in any other Loan Document, all demands and presentments of any kind or nature are expressly WAIVED by each Debtor. Each Debtor WAIVES the right to require Secured Party or any Lender to pursue any other remedy for the benefit of any Debtor and agrees that Secured Party or any Lender may proceed against any Obligor for the amount of the Debt owed to Secured Party or any Lender without taking any action against any other Obligor or any other Person and without selling or otherwise proceeding against or applying any of the Collateral in Secured Party's possession.
- (d) Secured Party may, at any time and from time to time, license or, to the extent permitted by an applicable license, sublicense, whether general, special or otherwise, and

whether on an exclusive or non-exclusive basis, any of the Intellectual Property Collateral, throughout the world for such term or terms, on such conditions, and in such manner, as Secured Party shall in its sole discretion determine.

(e) Secured Party may (without assuming any obligations or liability thereunder), at any time, enforce and shall have the exclusive right to enforce against any licensor, licensee or sublicensee all rights and remedies of any Debtor in, to and under any one or more licenses or other agreements with respect to any Intellectual Property Collateral and take or refrain from taking any action under any thereof.

(f) Without limiting any other provision of this Agreement, each Debtor expressly agrees that Secured Party, without demand, presentment or protest to or upon any Debtor or any other Person, may at any time collect, receive, appropriate and realize upon any Intellectual Property Collateral or may at any time in a commercially reasonable manner, sell, lease, assign, license, sublicense, give an option or options to purchase or otherwise dispose of and deliver any Intellectual Property Collateral (or contract to do so) in one or more parcels, at one or more public or private sales or other dispositions, upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or other consideration or on credit (provided that such credit is secured by the property so disposed of), or for future delivery without assumption of any credit risk, with the right to Secured Party or any Lender, to the extent permitted by applicable law, upon any such sale or sales, public or private, to purchase any or all Intellectual Property Collateral so sold or conveyed.

(g) In order to implement the sale, lease, assignment, license, sublicense or other disposition of any of the Intellectual Property Collateral pursuant to this Article 7, Secured Party may, at any time, execute and deliver on behalf of any Debtor one or more instruments of assignment of any or all Intellectual Property Collateral, in form suitable for filing, recording or registration in any Trademark Office or the Copyright Office, as applicable. Each Debtor agrees to pay when due all reasonable costs incurred in any such transfer and registration of the Intellectual Property Collateral, including any taxes, fees and reasonable attorneys' fees.

(h) In the event of any sale, lease, assignment, license, sublicense or other disposition of any of the Intellectual Property Collateral pursuant to this Article 7, Debtors shall supply to Secured Party or its designee its know-how and expertise relating to the manufacture and sale of the products relating to any Intellectual Property Collateral, as applicable, subject to such disposition, and its customer lists and other records relating to such Intellectual Property Collateral, as applicable, and to the distribution of said products.

7.2 All remedies expressly provided for in this Agreement are cumulative of any and all other remedies existing at law or in equity and are cumulative of any and all other remedies provided for in any other instrument securing the payment of the Debt, or any part thereof, or otherwise benefiting Secured Party or any Lender, and the resort to any remedy provided for hereunder or under any such other instrument or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

7.3 Secured Party or any Lender may resort to any security given by this Agreement or to any other security now existing or hereafter given to secure the payment of the Debt, in whole or in part, and in such portions and in such order as may seem best to Secured Party or

such Lender, as the case may be, in its sole discretion, and any such action shall not in anywise be considered as a waiver of any of the rights, benefits or security interests evidenced by this Agreement.

7.4 To the full extent Debtors may do so, each Debtor agrees that no Debtor will at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any stay, extension or redemption; and each Debtor, for itself and for any and all Persons ever claiming any interest in the Collateral, to the extent permitted by law, hereby WAIVES and releases all rights of redemption, stay of execution, notice of intention to mature or to declare due the whole of the Debt, notice of election to mature or to declare due the whole of the Debt and all rights to a marshaling of the assets of any Debtor, including the Collateral, or to a sale in inverse order of alienation in the event of foreclosure of the security interest hereby created.

ARTICLE 8

Additional Agreements

8.1 Subject to the automatic reinstatement provisions of Section 8.20 below, upon full satisfaction of the Debt and final termination of each Lender's Revolving Commitment, all rights under this Agreement shall terminate and the Collateral shall become wholly clear of the security interest evidenced hereby, and upon written request by Debtors such security interest shall be released by Secured Party in due form and at Debtors' cost. Without limiting the foregoing, no consent of the Secured Party or any Lender shall be required to release any security interest on any asset or personal property made in compliance with the Credit Agreement and Secured Party shall, upon written request by Debtor, release Collateral from this Agreement to the extent that Debtor is entitled to such release under the Credit Agreement.

8.2 Secured Party or any Lender may waive any default without waiving any other prior or subsequent default. Secured Party or any Lender may remedy any default without waiving the default remedied. The failure by Secured Party or any Lender to exercise any right, power or remedy upon any default shall not be construed as a waiver of such default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise by Secured Party or any Lender of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by any Debtor therefrom shall in any event be effective unless the same shall be in writing and signed by Secured Party (and, if required by Section 9.02 of the Credit Agreement, the Lenders), 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 nor demand on any Debtor in any case shall of itself entitle any Debtor to any other or further notice or demand in similar or other circumstances. Acceptance by Secured Party or any Lender of any payment in an amount less than the amount then due on the Debt shall be deemed an acceptance on account only and shall not constitute a waiver of a default hereunder.

8.3 Subject to Section 9.02 of the Credit Agreement, Secured Party may at any time and from time to time in writing (a) waive compliance by any Debtor with any covenant herein made by such Debtor to the extent and in the manner specified in such writing; (b) consent to any

Debtor's doing any act which hereunder such Debtor is prohibited from doing, or consent to any Debtor's failing to do any act which hereunder such Debtor is required to do, to the extent and in the manner specified in such writing; (c) release any part of the Collateral, or any interest therein, from the security interest of this Agreement; or (d) release any Person liable, either directly or indirectly, for the Debt or for any covenant herein or in any other instrument now or hereafter securing the payment of the Debt, without impairing or releasing the liability of any other Person. No such act shall in any way impair the rights of Secured Party or any Lender hereunder except to the extent specifically agreed to by Secured Party or such Lender in such writing.

8.4 A carbon, photographic or other reproduction of this Agreement or of any financing statement relating to this Agreement shall be sufficient as a financing statement.

8.5 Each Debtor will cause all financing statements and continuation statements relating hereto to be recorded, filed, re-recorded and refiled in such manner and in such places as Secured Party shall reasonably request and will pay all such recording, filing, re-recording, and re-filing taxes, fees and other charges. Without limiting the foregoing, Secured Party is hereby authorized to file financing statements and continuation statements relating hereto, including without limitation financing statements covering "all assets or all personal property" of Debtors.

8.6 In the event the ownership of the Collateral or any part thereof becomes vested in a Person other than a Debtor, Secured Party and each Lender may, without notice to any Debtor, deal with such successor or successors in interest with reference to this Agreement and to the Debt in the same manner as with Debtors, without in any way vitiating or discharging any Debtor's liability hereunder or upon the Debt. No forbearance on the part of Secured Party or any Lender and no extension of the time for the payment of the Debt given by Secured Party or any Lender shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of any Debtor hereunder for the payment of the Debt or the liability of any other Obligor for the payment of the Debt, except as agreed to in writing by Secured Party or as expressly provided in the Credit Agreement.

8.7 Any other or additional security taken for the payment of any of the Debt shall not in any manner affect the security given by this Agreement.

8.8 To the extent that proceeds of the Debt are used to pay indebtedness secured by any outstanding Lien against the Collateral, such proceeds have been advanced by Lenders at Debtors' request, and Secured Party, on behalf of Lenders, shall be subrogated to any and all rights and Liens owned by any owner or holder of such outstanding Lien.

8.9 If any part of the Debt cannot be lawfully secured by this Agreement, or if the Liens of this Agreement cannot be lawfully enforced to pay any part of the Debt, then and in either such event, at the option of Secured Party, all payments on the Debt shall be deemed to have been first applied against that part of the Debt.

8.10 Secured Party may assign this Agreement so that the assignee shall be entitled to the rights and remedies of Secured Party hereunder.

8.11 Subject to Section 9.02 of the Credit Agreement, this Agreement shall not be changed orally but shall be changed only by agreement in writing signed by Debtors and Secured

Party. No course of dealing between the parties, no usage of trade and no parole or extrinsic evidence of any nature shall be used to supplement or modify any of the terms or provisions of this Agreement.

8.12 Any notice, request or other communication required or permitted to be given hereunder shall be given as provided in the Credit Agreement.

8.13 This Agreement shall be binding upon Debtors, and the trustees, receivers, successors and assigns of Debtors, including all successors in interest of any Debtor in and to all or any part of the Collateral, and shall benefit Secured Party and its successors and assigns.

8.14 If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. Each waiver in this Agreement is subject to the overriding and controlling rule that it shall be effective only if and to the extent that (a) it is not prohibited by applicable law and (b) applicable law neither provides for nor allows any material sanctions to be imposed against Secured Party for having bargained for and obtained it.

8.15 Secured Party and each Lender shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession if it takes such action for that purpose as Debtors request in writing, but failure of Secured Party or any Lender to comply with such request shall not of itself be deemed a failure to have exercised reasonable care, and no failure of Secured Party or any Lender to take any action so requested by Debtors shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral. Neither Secured Party nor any Lender shall be responsible in any way for any depreciation in the value of the Collateral, nor shall any duty or responsibility whatsoever rest upon Secured Party or any Lender to enforce collection of the Collateral by legal proceedings or otherwise, the sole duty of Secured Party being to receive collections, remittances and payments on such Collateral as and when made and received by Secured Party and to apply the amount or amounts so received, after deduction of any collection costs incurred, as payment upon any of the Debt or to hold the same for the account and order of Debtors.

8.16 In the event any Debtor instructs Secured Party or any Lender, in writing or orally, to deliver any or all of the Collateral to a third Person, and Secured Party or any Lender agrees to do so, the following conditions shall be conclusively deemed to be a part of Secured Party's or such Lender's agreement, whether or not they are specifically mentioned to the applicable Debtor at the time of such agreement: (i) Neither Secured Party nor any Lender shall assume any responsibility for checking the genuineness or authenticity of any Person purporting to be a messenger, employee or representative of such third Person to whom the applicable Debtor has directed Secured Party or any Lender to deliver the Collateral, or the genuineness or authenticity of any document or instructions delivered by such Person; (ii) the applicable Debtor will be considered by requesting any such delivery to have assumed all risk of loss as to the Collateral; (iii) Secured Party's and Lender's sole responsibility will be to deliver the Collateral to the Person purporting to be such third Person described by the applicable Debtor, or a messenger, employee or representative thereof; and (iv) Secured Party and Debtors hereby expressly agree that the foregoing actions by Secured Party or any Lender shall constitute reasonable care.

8.17 The pronouns used in this Agreement are in the masculine and neuter genders but shall be construed as feminine, masculine or neuter as occasion may require. "Secured Party", "Obligor" and "Debtor" as used in this Agreement include the heirs, devisees, executors, administrators, personal representatives, trustees, beneficiaries, conservators, receivers, successors and assigns of those parties.

8.18 The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement. Wherever the term "including" or a similar term is used in this Agreement, it shall be read as if it were written "including by way of example only and without in any way limiting the generality of the clause or concept referred to."

8.19 THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA FROM TIME TO TIME IN EFFECT.

8.20 Each Debtor agrees that, if at any time all or any part of any payment previously applied by Secured Party or any Lender to the Debt is or must be returned by Secured Party or any Lender--or recovered from Secured Party or any Lender--for any reason (including the order of any bankruptcy court), this Agreement shall automatically be reinstated to the same effect, as if the prior application had not been made. Each Debtor hereby agrees to indemnify Secured Party and Lenders against, and to save and hold Secured Party and Lenders harmless from any required return by Secured Party or any Lender--or recovery from Secured Party or any Lender--of any such payments because of its being deemed preferential under applicable bankruptcy, receivership or insolvency laws, or for any other reason.

8.21 This Agreement and the other Loan Documents embody the entire agreement and understanding between Secured Party and Debtors with respect to their subject matter and supersede all prior conflicting or inconsistent agreements, consents and understandings relating to such subject matter. Each Debtor acknowledges and agrees there is no oral agreement between any Debtor and Secured Party which has not been incorporated in this Agreement and the other Loan Documents.

8.22 Secured Party may from time to time and at any time, without any necessity for any notice to or consent by any Debtor or any other Person, release all or any part of the Collateral from the Liens created pursuant to of this Agreement, with or without cause, including as a result of any determination by Secured Party that the Collateral or any portion thereof contains or has been contaminated by or releases or discharges any hazardous or toxic waste, material or substance.

8.23 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an

original executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

8.24 Each Debtor agrees that it shall never be entitled to be subrogated to any of Secured Party's or any Lender's rights against any Obligor or any other person or entity or any Collateral or offset rights held by Secured Party or any Lender for payment of the Debt until final termination of this Agreement.

8.25 The obligations of Debtors hereunder shall be joint and several.

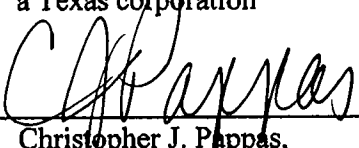
8.26 THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA FROM TIME TO TIME IN EFFECT.

8.27 EACH DEBTOR HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION..

EXECUTED as of the date first set forth above.

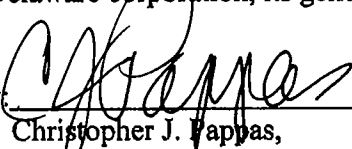
"Debtors"

LUBY'S HOLDINGS, INC.,
a Delaware corporation,
LUBY'S LIMITED PARTNER, INC.,
a Delaware corporation,
LUBCO, INC.,
a Delaware corporation,
LUBY'S MANAGEMENT, INC.,
a Delaware corporation,
LUBY'S BEVCO, INC., and
a Texas corporation

By: 
Christopher J. Pappas,
President and Chief Executive Officer

LUBY'S RESTAURANTS LIMITED
PARTNERSHIP, a Texas limited partnership


By: Luby's Management, Inc.,
a Delaware corporation, its general partner

By: 
Christopher J. Pappas,
President and Chief Executive Officer

[Signature Pages for Security Agreement (Subsidiaries)]

“Secured Party”

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: 
Name: Ben McCaslin
Title: Vice President

[Signature Pages for Security Agreement (Subsidiaries)]

EXHIBIT A

Trademarks, Copyrights and Patents

TRADEMARKS

[Attached – all trademarks are owned by Luby's Bevco, Inc.]




COPYRIGHTS

Luby's Recipes and Memories: A Collection of Our Favorite Dishes and Heartwarming Stories, Book, Library of Congress Control No.: 2007276015, Published/Created: Luby's Restaurants Limited Partnership, c2006, ISBN: 097881620X

PATENTS AND PATENT LICENSES

None

Federal Trademark Applications and Registrations

MARK	Filing Date	Serial No.	Reg. Date	Reg. No.	Status
LUBY'S	01/22/73	72/446,483	09/04/73	967,837	Registered: Renewal filed and accepted; Next Renewal due 09/04/13
LUBY'S CAFETERIAS	01/22/73	72/446,608	05/07/74	983,523	EXPIRED (Not Renewed)
LU ANN	10/10/74	73/034,222	12/07/76	1,054,102	Registered: Renewal due 12/07/06
Luby's	06/10/82	358,944	05/03/83	1,236,864	Registered: Renewal filed and accepted; Next Renewal due 05/03/13
LUBY'S RISING S.T.A.R.	06/27/95	74,694,356	10/15/96	2,007,877	Registered: Renewal due 10/15/06
	09/17/98	75/554,866	09/12/00	2,384,690	Registered: Affidavit of Use due: 09/12/06
Luby's To Go!	11/30/98	75/596,852	06/11/02	2,579,143	Registered: Affidavit of Use due 06/11/08
CATERING CONCEPTS BY LUBY'S					PROPOSED
	05/08/78	73/169,389	07/24/79	1,123,050	EXPIRED (Not Renewed)
	08/17/72	72/432,996	05/08/73	958,735	EXPIRED (Not Renewed)
BOB LUBY'S SEAFOOD	11/06/01	76/334,434			ABANDONED
BOB LUBY'S SEAFOOD GRILL	01/22/04	78/355,727			Newly filed application

HOU:0050320/00176:1424687v2

Federal Trademark Applications and Registrations

MARK	Filing Date	Serial No.	Reg. Date	Reg. No.	Status
LUBY'S AMERICA'S CAFETERIA					PROPOSED
TASTES LIKE TEXAS FEELS LIKE HOME	10/10/03	78/312,287			Published for opposition on 7/29/04; opposition period ends 08/28/04
Luby's Cafeteria	05/11/04	78417058	08/23/05	2987473	Live
Luby's Romana Cafeteria	11/05/03	78323569			Dead, Abandoned 11/17/07
Price Rewind	08/12/09	77802889			Live
Luby's Romana Cafeteria	11/16/07	77331860			Live

Foreign Applications and Registrations



LUBY'S	03/27/98	327,589	09/27/00	671,692	Pending: Proof of Use due 10/15/06 (Filed new application)
LUBY'S	08/12/03	614268			Newly filed application
	03/27/98	327,588	04/18/00	650,192	Registered: Proof of Use due: 10/15/06 (Filed new application)
	08/12/2003	614270			Newly filed application
GOOD FOOD FROM GOOD PEOPLE	03/27/98	327,597	05/27/98	577,640	Registered: No Proof of Use filed; next Proof of Use due 07/29/07
Luby's	03/27/98	327,598	06/30/98	580,750	Registered: No Proof of Use filed; next Proof Due 07/29/07

EXHIBIT B

(Equity Interests)

A. Stock

Luby's Holdings, Inc. owns 100 shares of common stock of Luby's Limited Partner, Inc., as evidenced by stock certificate no. 1.

Luby's Holdings, Inc. owns 9,900 shares of common stock of Luby's Limited Partner, Inc., as evidenced by stock certificate no. 2.

Luby's Holdings, Inc. owns 100 shares of common stock of Lubco, Inc., as evidenced by stock certificate no. 1.

Luby's Holdings, Inc. owns 9,900 shares of common stock of Lubco, Inc., as evidenced by stock certificate no. 2.

Lubco, Inc. owns 100 shares of common stock of Luby's Management, Inc., as evidenced by stock certificate no. 1.

Luby's Restaurants Limited Partnership owns 100 shares of common stock of Luby's Bevco, Inc., as evidenced by Stock Certificate No. 1.

B. Non-Corporate Entities

Luby's Management, Inc. is the general partner and owns 1% of Luby's Restaurants Limited Partnership

Luby's Limited Partner, Inc. is the limited partner and owns 99% of Luby's Restaurants Limited Partnership

EXHIBIT C

Commercial Tort Claims

None

EXHIBIT D

Leased and Owned Locations

1. Leased Locations

[Attached – all leased locations are leased by Luby's Restaurants Limited Partnership]

2. Owned Locations

[Attached – all owned locations are owned by Luby's Restaurants Limited Partnership]

Luby's Restaurants Limited Partnership
 Real Estate Holdings
 November 9, 2009

Type	Name	Address	City/State	Zip Code
Current Operating Stores				
Fee Simple	Arl #3-5471 S Cooper	5471 South Cooper St	Arlington, Texas	76017-6107
Fee Simple	Austin #2-E. Oltorf	1616 East Oltorf	Austin, Texas	78741-3815
Fee Simple	Austin #3-E. Anderson	1410 East Anderson Lane	Austin, Texas	78752-1810
Fee Simple	Austin #4-N. Mo-Pac	8176 North Mo-Pac Expressway	Austin, Texas	78759-8802
Fee Simple	Austin #5-U.S. Hwy 183 N	13817 U.S. Highway 183 North	Austin, Texas	78750-1202
Fee Simple	Austin #6-Brodie Lane	5200 Brodie Lane	Austin, Texas	78745-2505
Fee Simple	Baytown-W. Baker	1201 West Baker Road	Baytown, Texas	77521-2357
Fee Simple	Beaumont-IH 10 East	2695 Interstate 10 East	Beaumont, Texas	77702-1233
Fee Simple	Bellmead-N. Loop 340	951 North Loop 340	Waco, Texas	76705-2594
Fee Simple	Brownsville #1-Boca Chica	2124 Boca Chica Boulevard	Brownsville, Texas	78521-2228
Mall Lease	Brownsville #2-Sunrise Mall	2350-12 North Expressway #1094	Brownsville, Texas	78526
Fee Simple	Bryan-S. Texas Ave.	4401 South Texas Ave.	Bryan, Texas	77802-4344
Fee Simple	C Christi #3-S. Padre Island Drv	1510 South Padre Island Drive	Corpus Christi, Texas	78416-1336
Fee Simple	C Christi #4-Saratoga Blvd.	5730 Saratoga Boulevard	Corpus Christi, Texas	78414-4110
Fee Simple	Conroe-Longmire	201 Longmire Road	Conroe, Texas	77304-2013
Fee Simple	Dal #03-Midway Road	13455 Midway Road	Dallas, Texas	75244-5123
Ground				
Lease	Dal #10-E. Mockingbird	6221 East Mockingbird Lane	Dallas, Texas	75214-2621
Ground				
Lease	Dal #13-S. Hampton	5600 South Hampton Road	Dallas, Texas	75232-2203
Fee Simple	De Soto-North Beckley	801 North Beckly Road	Desoto, Texas	75115-4806
Fee Simple	Deer Park-Center St.	4709 Center St.	Deer Park, Texas	77536-6354
Fee Simple	Del Rio-Avenue F	2211 Avenue F	Del Rio, Texas	78840-2120
Fee Simple	Duncanville-E. Hwy 67	926 East Highway 67	Duncanville, Texas	75137-2706
Fee Simple	Edinburg-W. University	2201 West University Drive	Edinburg, Texas	78539-3349
In-line Lease	El Paso #2-Chelsea	1010 Chelsea St.	El Paso, Texas	79903-3325
In-line Lease	El Paso #3-3601 N. Mesa	3601 North Mesa St.	El Paso, Texas	79902-1894
Fee Simple	El Paso #4-Hawkins Blvd	1188 Hawkins Boulevard	El Paso, Texas	79925-6436
Fee Simple	Ft W #4-Bridgewood	1200 Bridgewood Drive	Fort Worth, Texas	76112-0806
Fee Simple	Ft W #5-Forest Hill	3312 Southeast Loop 820	Fort Worth, Texas	76140-1107
Fee Simple	Ft W #7-Northeast Loop (Fossil Creek)	3801 Northeast Loop 820	Fort Worth, Texas	76137-2418

HOU:0050320/00176:1424687v2

Fee Simple	Ft W #8-S. Hulien	5901 South Hulien St.	Fort Worth, Texas	76132-2459
Fee Simple	Harl #1-South 99 Sunshine Strp	2506 South 77 Sunshine Strip	Harlingen, Texas	78550-8319
Fee Simple	Harl #2-Dixieland Road	822 Dixieland Road	Harlingen, Texas	78552+5905
Fee Simple	Hous #04-Fondren Road	2730 Fondren Road	Houston, Texas	77063-4106
Fee Simple	Hous #05-11250 Northwest Frwy	11250 Northwest Freeway	Houston, Texas	77092-6515
Ground				
Lease	Hous #06-Town & Country Ctr	825 Town & Country Center	Houston, Texas	77024-3991
Fee Simple	Hous #08-730 West FM 1960	730 West FM 1960	Houston, Texas	77090-3402
Fee Simple	Hous #10-East Freeway	12405 East Freeway	Houston, Texas	77015-5522
Fee Simple	Hous #11-W. Greens	108 West Greens Road	Houston, Texas	77067-4602
Fee Simple	Hous #12-13451 Northwest Frwy	13451 Northwest Freeway	Houston, Texas	77040-6006
In-line Lease	Hous #17-Westminster Plaza	100 Westminster Plaza	Houston, Texas	77077-6654
Fee Simple	Hous #18-Fuqua	11595 Fuqua	Houston, Texas	77034-4536
In-line Lease	Hous #19-9797 S. Post Oak	9797 South Post Oak Road	Houston, Texas	77096-4302
Fee Simple	Hous #20-Old Spanish Trail	1727 Old Spanish Trail	Houston, Texas	77054-7909
Fee Simple	Hous #21-Veterans Memorial	7933 Veterans Memorial Drive	Houston, Texas	77088-6377
Fee Simple	Hous #22-S. Mason, Katy	485 South Mason Road	Katy, Texas	77450-2435
Ground				
Lease	Hous #23-1414 Waugh	1414 Waugh Drive	Houston, Texas	77019-3910
Fee Simple	Hous #26-Nasa Road One	1600 Nasa Road One	Houston, Texas	77058-3146
Fee Simple	Hous #27-5335 Gulf Freeway	5335 Gulf Freeway	Houston, Texas	77023-4639
Fee Simple	Hous #28-19668 Northwest Frwy	19668 Northwest Freeway	Houston, Texas	77065-4017
Fee Simple	Hous #29-South MacGregor Way	2400 South MacGregor Way	Houston, Texas	77021-1024
Ground				
Lease	Hous #32-Eastex Freeway	11743 Eastex Freeway	Houston, Texas	77039-6205
Ground				
Lease	Hous #33 -25660 Hwy 290/Sp Cypress	25660 NW Freeway	Houston, Texas	77429
In-line Lease	Hous #34-Post Oak Plaza	1725 Post Oak Boulevard	Houston, Texas	77056-3801
Fee Simple	Hous #36-22422 Tomball Pkwy/249 Sp Cypress	22422 Tomball Parkway	Houston, Texas	77070
Mall Lease	Humble-Deerbrook Mall	20131 Highway 59 North Space 2240	Humble, Texas	77338-2335
Fee Simple	Huntsville Seafood	139 Interstate Highway 45 North	Huntsville, Texas	77320-3548
Ground				
Lease	Kingwood-Highway 59	24004 Highway 59	Kingwood, Texas	77339-1536
Fee Simple	Lake Jackson-West Way	125 West Way	Lake Jackson, Texas	77566-5224
Fee Simple	Laredo #1-West Calton Road	710 West Calton Road	Laredo, Texas	78041-3592
Mall Lease	Laredo #2-Mall Del Norte	5300 North I -35	Laredo, Texas	78041-3098

Ground Lease	Little Rock #3-West Markham	12501 West Markham	Little Rock, Arkansas	72211-3309
Ground Lease	Longview-Tuttle	2802 Tuttle	Longview, Texas	75605-4638
In-line Lease	McAllen #1-Gateway Plaza	1215 South 10 th St.	McAllen, Texas	78501-5023
Fee Simple	McAllen #2-North 10th Street	4901 North 10 th St.	McAllen, Texas	78504-2831
Mall Lease	McAllen #3-La Plaza Mall	2200 South 10th St.	McAllen, Texas	78503-5435
Fee Simple	Mesquite #1-Gus Thomasson	3301 Gus Thomasson	Mesquite, Texas	75150-4005
Fee Simple	Mission-E. Expressway 83	701 East Expressway 83	Mission, Texas	78572-6137
In-line Lease	Okla City #3-North May	9410 North May	Oklahoma City, Oklahoma	73120-2712
Mall Lease	Pharr-El Centro Shpg Ctr	500 North Jackson Road	Pharr, Texas	78577-2109
Fee Simple	Plano #2-W. Park Blvd.	5040 West Park Boulevard	Plano, Texas	75093-2513
Fee Simple	Port Arthur #1-Highway 73	4840 Highway 73	Port Arthur, Texas	77642-2164
Fee Simple	Port Arthur #3-8680 Memorial Blvd.	8680 Memorial Blvd	Port Arthur, Texas	77642
Fee Simple	Richardson-W. Campbell Rd.	300 West Campbell Road	Richardson, Texas	75080-3514
In-line Lease	Round Rock-IH-35 South	2000 IH_35 South	Round Rock, Texas	78681-6917
Fee Simple	S A #03-North Main	911 North Main Ave.	San Antonio, Texas	78212-4720
Mall Lease	S A #04-Ingram Park Mall	6301 Northwest Loop 410	San Antonio, Texas	78238-3801
Mall Lease	S A #06-North Star Mall	7400 San Pedro Ave. Ste. 176	San Antonio, Texas	78216-8322
Fee Simple	S A #08-Fredericksburg Rd.	4541 Fredericksburg Road	San Antonio, Texas	78201-6596
Fee Simple	S A #11-S.E. Military	944 Southwest Military Drive	San Antonio, Texas	78214-2825
Fee Simple	S A #12-Walzem	5307 Walzem Road	San Antonio, Texas	78218-2124
Mall Lease	S A #16-South Park Mall	2310 Southwest Military Drive	San Antonio, Texas	78224-1434
Fee Simple	S A #17-Bitters/San Pedro	13400 San Pedro Ave.	San Antonio, Texas	78216-2002
Ground Lease	S A #18-Las Palmas	803 Castroville Road	San Antonio, Texas	78237-3148
Fee Simple	S A #19-Floyd Curl	9251 Floyd Curl Drive	San Antonio, Texas	78240-1544
Fee Simple	S A #21-Tesoro	8511 Tesoro Drive	San Antonio, Texas	78217-6201
Fee Simple	S A #23-Blanco Road	18206 Blanco Road	San Antonio, Texas	78258-4000
Fee Simple	S A #24-W. Loop 1604 N.	11811 West Loop 1604 North	San Antonio, Texas	78250
Fee Simple	San Marcos-IH-35 North	200 IH-35 North	San Marcos, Texas	78666-6847
Fee Simple	Stafford-W. Airport Blvd.	10575 West Airport Boulevard	Stafford, Texas	77477-3127
In-line Lease	Sugarland-Highway 6 South	3434 Highway 6 South	Sugarland, Texas	77478-4408
Fee Simple	Temple-S. General Bruce Dr.	3925 S. General Bruce Dr.	Temple, Texas	76502
Fee Simple	The Woodlands-Lake Front Circle	922 Lake Front Circle	The Woodlands, Texas	77380-3200
Fee Simple	Tomball-Tomball Parkway	28750 Tomball Parkway	Tomball, Texas	77375-4245

Fee Simple Tulsa #1-E. 71st Street South 1331 East 71 st Street South 74136-5035
 In-line Lease Tyler #1-Bergfeld Shpg Ctr 1815 Roseland Boulevard 75701-4245
 Fee Simple Weslaco-Expressway 83 W. 2001 Expressway 83 West 78596-4335
Count of Current Operating Stores - 96

Closed Stores Held for Sale

Fee Simple Abilene - 4438 S Clack St 4438 South Clack St 79606-3634
 Fee Simple Arl #1-2230 S. Cooper 2230 South Cooper St 76013-2661
 Fee Simple Bedford-Airport Freeway 1520 Airport Freeway 76022-6798
 Ground
 Lease Bossier City-East Texas 2958 East Texas 71111-3202
 Fee Simple Dal #01-10425 N. Central Expy 10425 North Central Expressway 75231-2209
 Fee Simple Dal #05-E. R. L. Thornton Frwy 8707 East R. L. Thornton Frwy. 75228-7113
 Fee Simple Dal #08-N. Hampton Rd. 1350 North Hampton Road 75208-1306
 Fee Simple Denton-South IH 35 2440 South Interstate 35 76205-4945
 Fee Simple El Paso #5-N. Lee Trevino 1516 North Lee Trevino Drive 79936-5102
 Fee Simple Ft W #9-8th Avenue 2800 8th Avenue 76110-3042
 Fee Simple Ft Worth #3 - 1551 S Cherry Ln 1551 South Cherry Lane 76108-3600
 Galveston-Galveston Place Shopping Ctr
 In-line Lease 6125 Central City Boulevard 77551-3818
 Fee Simple Georgetown-South IH-35 700 San Gabriel Village Boulevard 78626-5546
 Fee Simple Grapevine-West Highway 114 1200 West Highway 114 76051-3992
 Fee Simple Hous #02-Bellaire Boulevard 6223 Bellaire Boulevard 77081-4901
 Fee Simple Hous #15-Hwy. 6 N. @ Aspenglenn 4518 Highway 6 North 77084-3402
 In-line Lease Hous #31-Northoaks Shopping Ctr 4511 FM 1960 West 77069-4601
 Ground
 Lease Irving #3 - 1500 Market Place 1500 Market Place 75063
 Fee Simple Kerrville-1845 Sidney Baker 1845 Sidney Baker 78028-2643
 Ground
 Lease Memphis, TN #2 - 5240 Summer Ave 5240 Summer Ave 38122
 Fee Simple Pasadena-E. Southmore 1210 East Southmore 77502-1206
 Ground
 Lease Plano #3-4940 Highway 121 8680 Memorial Blvd 75024
 Fee Simple Rosenberg-Avenue H 5115 Avenue H 77471-2013
 Fee Simple San Angelo-Southwest Blvd. 4240 Southwest Boulevard 76904-5634
 Ground
 Lease San Antonio #20- 2203 SE Loop 410 2203 Southwest Loop 410 78220-4945

Fee Simple	Shreveport-E. Bert Kouns Ind. Lp	1505 E. Bert Kouns Ind. Loop	Shreveport, Louisiana	71105-5723
Fee Simple	Surprise-12551 West Bell Rd	12551 West Bell Road	Surprise, Arizona	85374-9736
Fee Simple	Tyler #2-Rice Road	200 Rice Road	Tyler, Texas	75703-3763
Fee Simple	Tyler #3- 2929 NW Loop 323	2929 West Northwest Loop 323	Tyler, Texas	75702
Fee Simple	Waco-S. New Road	120 South New Road	Waco, Texas	76710-6985
Fee Simple	Katy - 24033 Cinco Ranch Blvd	24003 Cinco Ranch Blvd	Katy, Texas	77494
Ground Lease	Houston #35 - Airline - 4525 North Freeway I-45	4525 North Freeway I-45	Houston, Texas	77022
Ground Lease	Webster - 20001 Gulf Freeway	20001 Gulf Freeway	Webster, Texas	77598-3810

Count of Closed Stores Held for Sale - 33

Unimproved Real Estate for Future Use

Fee Simple	Austin #8 - 409 W. Slaughter Ln	409 W. Slaughter Ln	Austin, Texas	78748-1666
Ground Lease	Pearland - Shadow Creek	11023 Shadow Creek Pkwy	Pearland, Texas	77584-7401

Count of Unimproved Real Estate for Future Use - 2

Office and Warehouse Space

Fee Simple	Bake Shop	6704 Highway 6 South	Houston, Texas	77083-7597
Other Lease	Luby's Houston Office - Attn Real Estate	13111 Northwest Fwy Ste 600	Houston, Texas	77040
Other Lease	Luby's Dallas Office	2500 E Randal Mill Rd Ste 135	Arlington, Texas	76011
Other Lease	Luby's Woodland Office	2203 Timberloch Place	The Woodlands, Texas	77380
Other Lease	Valley Warehouse	2400 W. US Hwy 77 Unit W	San Benito, Texas	78586
Other Lease	Houston Warehouse	1297 N. Post Oak	Houston, Texas	77055

Count of Office and Warehouse Space - 6

Total Count of Real Estate Holdings Owned and Leased - 137