

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445667

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CRC LOAN ACQUISITION, LLC		09/27/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	SOUTHWEST BANK
Street Address:	P.O. Box 962020
Internal Address:	Attn: Jim Luttrell
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76162-2020
Entity Type:	National Banking Association: TEXAS

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	0929751	EL CHICO
Registration Number:	0929775	EL CHICO
Registration Number:	1371896	CANTINA LAREDO
Registration Number:	1485682	CUELLARS' EL CHICO SINCE 1929 FINE MEXIC
Registration Number:	1618084	GOOD EATS CAFE
Registration Number:	1906078	GOOD EATS
Registration Number:	1906079	GOOD EATS
Registration Number:	1941645	GOOD EATS GRILL
Registration Number:	1998591	GOOD EATS GRILL
Registration Number:	2076227	LA PRIMERA
Registration Number:	2192585	III FORKS
Registration Number:	2099064	SALADO RED
Registration Number:	2194444	MEXICAN MARTINI
Registration Number:	2295898	
Registration Number:	2294461	EL CHICO CAFE MEXICAN FOOD SINCE 1940
Registration Number:	2428206	EL CHICO CAFE
Registration Number:	2737552	SILVER FOX
Registration Number:	2568362	SILVER FOX

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3206748	CANTINA LAREDO GOURMET MEXICAN FOOD
Registration Number:	3181718	
Registration Number:	3398400	CASA RITA

CORRESPONDENCE DATA

Fax Number: 7132384285
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 713.220.4614
Email: jeannedunn@andrewskurth.com
Correspondent Name: ANDREWS KURTH KENYON LLP
Address Line 1: 600 Travis St.
Address Line 2: Suite 4200
Address Line 4: Houston, TEXAS 77002

NAME OF SUBMITTER:	JEANNE E. DUNN
SIGNATURE:	/Jeanne E. Dunn/
DATE SIGNED:	10/03/2017

Total Attachments: 13
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SOUTHWEST BANK
SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement") is made as of September 27, 2017, by CRC Loan Acquisition, L.L.C., a Delaware limited liability company ("Debtor"), in favor of SOUTHWEST BANK ("Bank"). Debtor hereby agrees with Bank as follows:

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

"Borrower" means CRC Loan Acquisition, L.L.C., a Delaware limited liability company

"Code" means the Uniform Commercial Code as in effect in the State of Texas on the date of this Agreement or as it may hereafter be amended from time to time.

"Collateral" means all of Borrower's interest in the Collateral Note (as hereinafter defined), Collateral Note Security (as hereinafter defined), and Collateral Loan Documents (as hereinafter defined).

The term Collateral, as used herein, shall also include all Supporting Obligations (as defined in the Code), Products (as defined in the Code), and Proceeds (as defined in the Code) of all of the foregoing and any property, securities, guaranties or monies of Debtor which may at any time come into the possession of Bank, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

"Collateral Loan Documents" means, individually and collectively, the Credit Agreement, the Collateral Note or Collateral Note Security, and all other documents which evidence, secure, guarantee, or otherwise relate to the Collateral Note, as such may be amended, increased, restated, replaced, renewed and extended from time to time.

"Collateral Note" means, individually and collectively, that certain (i) Revolving Loan Note dated Jun 2, 2014, executed on behalf of Collateral Note Maker, and payable to the order of Regions Bank and assigned and now payable to the order of Borrower (as such Collateral Note has been amended, restated, extended, renewed, replaced or otherwise modified from time to time), and (ii) Swingline Note dated June 2, 2014, executed on behalf of Collateral Note Maker, and payable to the order of Regions Bank and assigned and now payable to the order of Borrower (as such Collateral Note has been amended, restated, extended, renewed, replaced or otherwise modified from time to time), said Collateral Note being governed by the Credit Agreement.

"Collateral Note Guarantors" means CONSOLIDATED RESTAURANT COMPANIES, INC., a Delaware corporation, CANTINA LAREDO SCOTTSDALE, L.L.C., a Delaware limited liability company, COOL RIVER RESTAURANTS LP, INC., a Delaware corporation, ECRHC, INC., a Texas corporation (formerly known as EL CHICO CORPORATE REPOSITORY, INC.), EL CHICO LICENSE, INC., a Texas corporation, EL CHICO RESTAURANTS OF TEXAS LP, INC., a Delaware corporation, GOOD EATS RESTAURANTS OF TEXAS LP, INC., a Delaware corporation, GOOD EATS RESTAURANTS OF AMERICA, INC., a Delaware corporation, GOOD EATS LICENSE, INC., a Texas corporation, GOOD EATS FRANCHISING, INC., a Texas corporation, and III FORKS DALLAS LICENSE, INC., a Texas corporation, CRO DEVELOPMENT LP, L.L.C., a Delaware limited liability company, III FORKS RESTAURANTS LP, L.L.C., a Delaware limited liability company, III FORKS RESTAURANTS GP, L.L.C., a Delaware limited liability company, SILVER FOX RESTAURANTS LP, L.L.C., a Delaware limited

liability company, and SILVER FOX RESTAURANTS GP, L.L.C., a Delaware limited liability company, SF ACQUISITION, LLC, a Texas limited liability company, COOL RIVER RESTAURANTS, INC., a Delaware corporation, and ECRI, INC., a Texas corporation, CONSOLIDATED RESTAURANT OPERATIONS, INC., a Delaware corporation, and GOOD EATS RESTAURANTS, INC., a Delaware corporation, COOL RIVER RESTAURANT LAS COLINAS GP, INC., a Delaware corporation, COOL RIVER LICENSE, INC., a Texas corporation, RANCH OPERATING, L.L.C., a Delaware limited liability company.

"Collateral Note Maker" means EL CHICO RESTAURANTS OF AMERICA, INC., a Delaware corporation, EL CHICO RESTAURANTS OF TEXAS, L.P., a Delaware limited liability partnership, PRONTO RESTAURANT DESIGN AND EQUIPMENT, INC., a Texas corporation, GOOD EATS RESTAURANTS OF TEXAS, L.P., a Delaware limited partnership, III FORKS DALLAS, L.P., a Delaware limited partnership, CANTINA LAREDO RESTAURANTS, L.L.C., a Delaware limited liability company, and CRO INTERNATIONAL FRANCHISING, L.L.C., a Delaware limited liability company, SILVER FOX RESTAURANTS, L.P., a Delaware limited partnership, and COOL RIVER RESTAURANT LAS COLINAS, L.P., a Delaware limited partnership.

"Collateral Note Security" means all liens, security interests, assignments, documents, guaranty agreements and other instruments that secure the Collateral Note, whether existing now or at any time hereafter, and as such may be amended, restated, replaced, renewed and extended from time to time, including, without limitation, that certain (i) Security Agreement dated June 2, 2014, by and among Collateral Note Maker, Collateral Note Guarantors and Regions Bank (as amended, restated, extended, renewed, replaced or otherwise modified from time to time), and (ii) Pledge Agreement dated June 2, 2014, by and among Collateral Note Maker, Collateral Note Guarantors and Regions Bank (as amended, restated, extended, renewed, replaced or otherwise modified from time to time), and (iii) those certain guarantees of the Collateral Note Guarantors as contained in the Credit Agreement.

"Collateral Transfer of Note and Security Interests" means that certain Collateral Transfer of Note and Security Interests dated of even date herewith executed by Borrower in favor of Bank, as such may be amended, restated, replaced, renewed and extended from time to time.

"Credit Agreement" means that certain Credit Agreement by and among Consolidated Restaurant Companies, Inc., as a Guarantor, Collateral Note Maker, all other Collateral Note Guarantors, and Regions Bank, in its role as lender, Administrative Agent and Collateral Agent (as amended, restated, extended, renewed, replaced or otherwise modified from time to time).

"Indebtedness" means (a) all principal indebtedness of Borrower to Bank, now existing or hereafter arising, under the Note and other Loan Documents, (b) all accrued but unpaid interest on any of the indebtedness described in (a) above, (c) all obligations of Debtor and Borrower to Bank under any documents evidencing, securing, governing and/or pertaining to all or any part of the indebtedness described in (a) and (b) above, (d) all costs and expenses incurred by Bank in connection with the collection and administration of all or any part of the indebtedness and obligations described in (a), (b) and (c) above or the protection or preservation of, or realization upon, the collateral securing all or any part of such indebtedness and obligations, including without limitation all reasonable attorney's fees, and (e) all renewals, extensions, modifications and rearrangements of the indebtedness and obligations described in (a), (b), (c) and (d) above.

"Loan Agreement" means the letter loan agreement dated of even date herewith, among Bank, Borrower and any guarantors, as such may be amended, restated, replaced, renewed and extended from time to time.

"Loan Documents" means the Loan Agreement, this Agreement, the Note (including any renewals, extensions and refinancings thereof), the Collateral Transfer of Note and Security

Interests, and all other documents which evidence, secure, guarantee, or otherwise relate to the Note, as such may be amended, restated or replaced from time to time.

"Note" means the Promissory Note dated of even date with this Agreement in the original principal amount of \$15,000,000.00 executed by Borrower and payable to the order of Bank as such may be amended, increased, restated, replaced, renewed and extended from time to time.

"Obligated Party" means any party other than Borrower who secures, guarantees and/or is otherwise obligated to pay all or any portion of the Indebtedness.

All words and phrases used herein which are expressly defined in Section 1.201 or Chapter 9 of the Code shall have the meaning provided for therein. Other words and phrases defined elsewhere in the Code shall have the meaning specified therein except to the extent such meaning is inconsistent with a definition in Section 1.201 or Chapter 9 of the Code.

2. **Security Interest.** As security for the Indebtedness, Debtor, for value received, hereby grants to Bank a continuing security interest in the Collateral.

3. **Representations and Warranties.** Debtor hereby represents and warrants the following to Bank:

(a) **Due Authorization.** The execution, delivery and performance of this Agreement and all of the other Loan Documents by Debtor have been duly authorized by all necessary entity action of Debtor, to the extent Debtor is an entity. Debtor's exact legal name is as set forth in the first paragraph of this Agreement.

(b) **Enforceability.** This Agreement and the other Loan Documents constitute legal, valid and binding obligations of Debtor, enforceable in accordance with their respective terms, except as limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights and except to the extent specific remedies may generally be limited by equitable principles.

(c) **Ownership and Liens.** Debtor has good and marketable title to the Collateral free and clear of all liens, security interests, encumbrances or adverse claims, except for the security interest created by this Agreement and except as may have been previously disclosed in writing to Bank. No dispute, right of setoff, counterclaim or defense exists with respect to all or any part of the Collateral. Debtor has not executed any other security agreement currently affecting the Collateral (other than the Collateral Transfer of Note and Security Interests and other Loan Documents) and no effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office except as may have been executed or filed in favor of Bank (or assigned to Bank), or except as may have been previously disclosed to Bank. The liens reflected in the Collateral Note Security are and shall remain perfected, and such liens and any collateral securing the Collateral Note will not be, released, in whole or in part, without the prior written consent of Bank.

(d) **No Conflicts or Consents.** Neither the ownership, the intended use of the Collateral by Debtor, the grant of the security interest by Debtor to Bank herein nor the exercise by Bank of its rights or remedies hereunder, will (i) conflict with any provision of (A) any domestic law, statute, rule or regulation, (B) the articles or certificate of incorporation, charter, bylaws or partnership agreement, as the case may be, of Debtor, or (C) any agreement, judgment, license, order or permit applicable to or binding upon Debtor, or (ii) result in or require the creation of any lien, charge or encumbrance upon any assets or properties of Debtor or of any person except as may be expressly contemplated in the Loan Documents. Except as expressly contemplated in the Loan Documents, no consent, approval, authorization or order of, and no notice to or filing with, any court, governmental authority or third party is required in connection with the grant by

Debtor of the security interest herein or the exercise by Bank of its rights and remedies hereunder.

(e) Security Interest. Debtor has and will have at all times full right, power and authority to grant a security interest in the Collateral to Bank in the manner provided herein, free and clear of any lien, security interest or other charge or encumbrance, except as otherwise provided in this Agreement. This Agreement creates a legal, valid and binding security interest in favor of Bank in the Collateral securing the Indebtedness.

(f) Location. Debtor's residence or chief executive office, as the case may be, and the office where the records concerning the Collateral are kept is located at its address set forth on the signature page hereof. Except for the Collateral Loan Documents, which shall be held by Bank, and as specified elsewhere herein, all Collateral shall be kept at such address and at such other locations as Debtor may so advise Bank. The identification of Collateral location(s) is not intended to restrict the breadth of Bank's security interest in the Collateral.

4. Affirmative Covenants. Debtor will comply with the covenants contained in this Section 4 at all times during the period of time this Agreement is effective unless Bank shall otherwise consent in writing.

(a) Ownership and Liens. Debtor will maintain good title to all Collateral free and clear of all liens, security interests, encumbrances or adverse claims, except for the security interest created by this Agreement and the security interests and other encumbrances expressly permitted or created by the other Loan Documents or by Bank in a separate document. Debtor will not permit any dispute, right of setoff, counterclaim or defense to exist with respect to all or any part of the Collateral. Debtor will not cause or permit any financing statement or other security instrument with respect to the Collateral Note Security to be terminated, except as expressly permitted by Bank's prior written consent. Debtor will defend at its expense Bank's right, title and security interest in and to the Collateral against the claims of any third party.

(b) Further Assurances. Debtor will from time to time at its expense promptly execute and deliver all further instruments and documents and take all further action necessary or appropriate or that Bank may request in order (i) to perfect and protect the security interest created or purported to be created hereby and the first priority of such security interest, including, but not limited to, obtaining control with respect to Collateral consisting of deposit accounts or instruments, (ii) to enable Bank to exercise and enforce its rights and remedies hereunder in respect of the Collateral, and (iii) to otherwise effect the purposes of this Agreement, including without limitation: (A) preparing and filing such financing or continuation statements, or amendments thereto; and (B) furnishing to Bank from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral, all in reasonable detail satisfactory to Bank. Debtor authorizes Bank to prepare and file any and all financing statements describing or pertaining to the Collateral and Collateral Note Security, including without limitation UCC-3 financing statements, as the Collateral exists on the effective date of this Agreement and, also, as the description and type of the Collateral may change in the future.

(c) Inspection of Collateral. Debtor will keep adequate records concerning the Collateral and will permit Bank and all representatives and agents appointed by Bank to inspect any of the Collateral and the books and records of or relating to the Collateral at any time during normal business hours, to make and take away photocopies, photographs and printouts thereof and to write down and record any such information.

(d) Payment of Taxes. Debtor (i) will timely pay or cause to be paid all property and other taxes, assessments and governmental charges or levies imposed upon the Collateral, Collateral Note Security or any part thereof, (ii) will timely pay all lawful claims which, if unpaid, might become a lien or charge upon the Collateral, Collateral Note Security or any part thereof,

and (iii) will maintain appropriate accruals and reserves for all such liabilities in a timely fashion in accordance with generally accepted accounting principles. Notwithstanding any other provision contained in this Subsection, Bank may at its discretion exercise its rights under Subsection 6(c) at any time to pay such taxes, assessments, governmental charges, interest, costs and penalties.

(e) Condition of Goods. Debtor will maintain, preserve, protect and keep, or cause to maintain, preserve, protect and keep, all Collateral or Collateral Note Security which constitutes goods in good condition, repair and working order and will cause such Collateral or Collateral Note Security to be used and operated in good and workmanlike manner, in accordance with applicable laws and in a manner which will not make void or cancelable any insurance with respect to such Collateral or Collateral Note Security. Debtor will promptly make or cause to be made all repairs, replacements and other improvements to or in connection with the Collateral or Collateral Note Security which Bank may request from time to time. Debtor has the risk of loss concerning the Collateral and Collateral Note Security.

(f) Insurance. Debtor will maintain, or cause to be maintained, at its own expense, insurance with respect to all Collateral or Collateral Note Security which constitutes goods in such amounts, against such risks, in such form and with such insurers, as is required in the Loan Documents. If requested by Bank, each policy for property damage insurance shall provide for all losses to be paid directly to Bank. If requested by Bank, each policy of insurance maintained by Debtor or caused to be maintained by Debtor, shall (i) name Debtor and Bank as insured parties thereunder (without any representation or warranty by or obligation upon Bank) as their interests may appear, (ii) contain the agreement by the insurer that any loss thereunder shall be payable to Bank notwithstanding any action, inaction or breach of representation or warranty by Debtor, (iii) provide that there shall be no recourse against Bank for payment of premiums or other amounts with respect thereto, and (iv) provide that at least fifteen (15) days prior written notice of cancellation or of lapse shall be given to Bank by the insurer. Debtor will, if requested by Bank, deliver to Bank original or duplicate policies of such insurance and, as often as Bank may reasonably request, a report of a reputable insurance broker with respect to such insurance. Debtor will also, at the request of Bank, duly execute and deliver, or cause to be executed and delivered, instruments of assignment of such insurance policies and cause the respective insurers to acknowledge notice of such assignment. All insurance payments in respect of loss of or damage to any Collateral or Collateral Note Security shall be paid to Bank and applied as Bank in its sole discretion deems appropriate.

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

(a) Transfer or Encumbrance. Debtor will not (i) sell, assign (by operation of law or otherwise), transfer, exchange, lease or otherwise dispose, or permit the sale, assignment (by operation of law or otherwise), transfer, exchange, lease or other disposition, of any of the Collateral or Collateral Note Security, (ii) grant, or permit to be granted, a lien or security interest in or file, or permit to be filed or recorded (or authorize any filing or recording) any financing statement or other security instrument with respect to the Collateral or Collateral Note Security to any party other than Bank, or (iii) deliver, or permit the delivery of, actual or constructive possession of any of the Collateral or Collateral Note Security to any party other than Bank, except for (A) sales and leases of inventory in the ordinary course of Debtor's or its affiliates' business, (B) the sale or other disposal of any item of equipment which is worn out or obsolete and which has been replaced by an item of equal suitability and value, owned by Debtor or its affiliates and made subject to the security interest under this Agreement or the Collateral Loan Documents, but which is otherwise free and clear of any lien, security interest, encumbrance or adverse claim, provided, however, the exceptions permitted in clauses (A) and (B) above shall automatically terminate upon the occurrence of an Event of Default.

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

(c) Possession of Collateral. Debtor will not cause or permit the removal of any Collateral or Collateral Note Security from its possession, control and risk of loss, other than (i) as permitted by Subsection 5(a), or (ii) in connection with the possession of any Collateral by Bank or by its bailee, or (iii) at other locations of which Debtor has advised Bank.

(d) Changes in Location and Organization. Debtor will not cause or permit any change in the location of (i) any Collateral or Collateral Note Security, (ii) any records concerning any Collateral or Collateral Note Security, (iii) Debtor's residence or chief executive office, as the case may be, to a jurisdiction other than as represented in this Agreement, or (iv) change the state of Debtor's organization as it exists on the date of this Agreement, or (v) change Debtor's name as it exists on the date of this Agreement, unless Debtor shall have notified Bank in writing of such change at least thirty (30) days prior to the effective date of such change, and shall have first taken all action required by Bank for the purpose of further perfecting or protecting the security interest in favor of Bank in the Collateral. In any written notice furnished pursuant to this Subsection, Debtor will expressly state that the notice is required by this Agreement and contains facts that may require additional filings of financing statements or other notices for the purpose of continuing perfection of Bank's security interest in the Collateral.

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

(a) Power of Attorney. Debtor hereby irrevocably appoints Bank as Debtor's attorney-in-fact, such power of attorney being coupled with an interest, with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, from time to time in Bank's discretion, to take any action and to execute any instrument which Bank may deem necessary or appropriate to accomplish the purposes of this Agreement, including without limitation: (i) to obtain and adjust insurance required by Bank hereunder if Debtor has not acquired such within five (5) days after Bank has provided written notice of such failure; (ii) to demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of the Collateral or Collateral Note Security; (iii) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (i) or (ii) above; and (iv) to file any claims or take any action or institute any proceedings which Bank may deem necessary or appropriate for the collection and/or preservation of the Collateral, Collateral Note Security or otherwise to enforce the rights of Bank with respect to the Collateral or Collateral Note Security.

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

(c) Notification of Collateral Note Maker. Bank may at its discretion from time to time notify the Collateral Note Maker and any or all obligors under the Collateral Note (or either of them) (i) of Bank's security interest in the Collateral and, following an Event of Default, direct such Collateral Note Maker and any or all obligors to make payment of all amounts due or to become due to Debtor thereunder directly to Bank, and (ii) to verify the amounts owing under the Collateral Note with such Collateral Note Maker and any or all obligors. Bank shall have the right, at the expense of Debtor, to enforce collection of any such Collateral Note and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Debtor.

7. **Events of Default.** Each of the following constitutes an "Event of Default" under this Agreement (subject to all applicable grace and/or notice and cure provisions):

(a) **Failure to Pay Indebtedness.** The failure, refusal or neglect of Borrower or any Obligated Party to make any payment of principal or interest on the Indebtedness, or any portion thereof, as the same shall become due and payable, subject to any applicable notice and cure period in the Note; or

(b) **Non-Performance of Covenants.** The failure of Debtor or any Obligated Party to timely and properly observe, keep or perform any covenant, agreement, warranty or condition required herein and such failure continues for more than twenty (20) days after written notice thereof shall have been given by Bank to Borrower provided, however, Bank is not obligated to provide more than three (3) such notices during any twelve (12) month period; or

(c) **Default Under Other Loan Documents.** The occurrence of an Event of Default or Default under any of the other Loan Documents; or

(d) **False Representation.** Any representation contained herein is false or misleading in any material respect when made; or

(e) **Action by Other Lienholder.** The holder of any lien or security interest on any of the assets of Debtor or any Collateral Note Maker or Collateral Note Guarantor, including without limitation, the Collateral or Collateral Note Security (without hereby implying the consent of Bank to the existence or creation of any such lien or security interest on the Collateral), declares a default thereunder or institutes foreclosure or other proceedings for the enforcement of its remedies thereunder; or

(f) **Liquidation and Related Events.** If Debtor or any Obligated Party is an entity, the voluntary or involuntary liquidation, dissolution, merger or consolidation of any such entity; or

(g) **Transfer of Assets.** If Debtor or any Obligated Party (collectively the "Transferor") leases, sells, or otherwise transfers all, or a substantial portion, of its assets, property or business, except (a) sales of inventory in the ordinary course of business, and (b) sales of equipment for a fair and adequate consideration provided that if any such equipment is sold, and a replacement is necessary for the proper operation of the business of the Transferor, the Transferor will replace such equipment with adequate equipment; or

(h) **Death.** If an individual, Debtor or any Obligated Party, dies.

8. **Remedies and Related Rights.** If an Event of Default shall have occurred and be continuing, and without limiting any other rights and remedies provided herein, under any of the other Loan Documents or otherwise available to Bank, Bank may exercise one or more of the rights and remedies provided in this Section.

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

(i) exercise in respect of the Collateral all the rights and remedies of a secured party under the Code (whether or not the Code applies to the affected Collateral), and exercise any and all rights under that certain Collateral Transfer of Note and Security Interests;

(ii) require Debtor to, and Debtor hereby agrees that it will at its expense and upon request of Bank, assemble the Collateral or Collateral Note Security as directed by Bank and make it available to Bank at a place to be designated by Bank which is

reasonably convenient to both parties, Bank having no obligation to clean up or otherwise prepare the Collateral or Collateral Note Security for sale;

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

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

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

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

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

Debtor agrees that in the event Debtor is entitled to receive any notice under the Uniform Commercial Code, as it exists in the state governing any such notice, of the sale or other disposition of any Collateral, reasonable notice shall be deemed given when such notice is deposited in a depository receptacle under the care and custody of the United States Postal Service, postage prepaid, at Debtor's address set forth on the signature page hereof, ten (10) days prior to the date of any public sale, or after which a private sale, of any of such Collateral is to be held. Bank shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Bank may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Debtor waives any right it may have to require Bank to pursue any third person for any of the Indebtedness.

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

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

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

(iii) to the satisfaction of the Indebtedness;

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

(v) to the payment of any other amounts required by applicable law; and

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

(c) Deficiency. In the event that the proceeds of any sale of, collection from, or other realization upon, all or any part of the Collateral by Bank are insufficient to pay all amounts to which Bank is legally entitled, Borrower and any party who guaranteed or is otherwise obligated to pay all or any portion of the Indebtedness shall be liable for the deficiency, together with interest thereon as provided in the Loan Documents.

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

(e) Other Recourse. Debtor waives any right to require Bank to proceed against any third party, exhaust any Collateral or other security for the Indebtedness, or to have any third party joined with Debtor in any suit arising out of the Indebtedness or any of the Loan Documents, or pursue any other remedy available to Bank. Debtor further waives any and all notice of acceptance of this Agreement and of the creation, modification, rearrangement, renewal or extension of the Indebtedness. Debtor further waives any defense arising by reason of any disability or other defense of any third party or by reason of the cessation from any cause whatsoever of the liability of any third party. Until all of the Indebtedness shall have been paid in full, Debtor shall have no right of subrogation and Debtor waives the right to enforce any remedy which Bank has or may hereafter have against any third party, and waives any benefit of and any right to participate in any other security whatsoever now or hereafter held by Bank. Debtor authorizes Bank, and without notice or demand and without any reservation of rights against Debtor and without affecting Debtor's liability hereunder or on the Indebtedness to (i) take or hold any other property of any type from any third party as security for the Indebtedness, and exchange, enforce, waive and release any or all of such other property, (ii) apply such other property and direct the order or manner of sale thereof as Bank may in its discretion determine, (iii) renew, extend, accelerate, modify, compromise, settle or release any of the Indebtedness or other security for the Indebtedness, (iv) waive, enforce or modify any of the provisions of any of the Loan Documents executed by any third party, and (v) release or substitute any third party.

(f) Disclaimer of Warranties and Sales on Credit. In connection with any foreclosure sale of the Collateral, Bank may specifically disclaim any warranties of title or the like. This procedure will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral. If Bank sells any of the Collateral upon credit, Debtor will be credited only with payments actually made by the purchaser, received by Bank and applied to the indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, Bank may resell the Collateral and Debtor shall be credited with the proceeds of the sale.

9. Compliance with Other Laws. Bank may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

10. Miscellaneous.

(a) Entire Agreement. This Agreement and the Collateral Transfer of Note and Security Interests contain the entire agreement of Bank and Debtor with respect to the Collateral.

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

(b) Amendment. No modification, consent or amendment of any provision of this Agreement or any of the other Loan Documents shall be valid or effective unless the same is in writing and signed by the party against whom it is sought to be enforced.

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

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

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

(f) TEXAS FINANCE CODE § 307.052 COLLATERAL PROTECTION INSURANCE NOTICE. BORROWER IS REQUIRED TO: (A) KEEP THE COLLATERAL INSURED AGAINST DAMAGE IN THE AMOUNT BANK SPECIFIES; (B) PURCHASE THE INSURANCE FROM AN INSURER THAT IS AUTHORIZED TO DO BUSINESS IN THE STATE OF TEXAS OR AN ELIGIBLE SURPLUS LINES INSURER; AND (C) NAME BANK AS THE PERSON TO BE PAID UNDER THE POLICY IN THE EVENT OF A LOSS. BORROWER MUST, IF REQUIRED BY BANK, DELIVER TO BANK A COPY OF THE POLICY AND PROOF OF THE PAYMENT OF PREMIUMS. IF BORROWER FAILS TO MEET ANY REQUIREMENT LISTED IN (A) OR (B), BANK MAY OBTAIN COLLATERAL PROTECTION INSURANCE ON BEHALF OF BORROWER AT BORROWER'S EXPENSE.

(g) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND

APPLICABLE FEDERAL LAWS, EXCEPT TO THE EXTENT PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST GRANTED HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL, ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.

(h) VENUE. THIS AGREEMENT HAS BEEN ENTERED INTO IN TARRANT COUNTY, TEXAS, AND IT SHALL BE PERFORMABLE FOR ALL PURPOSES IN SUCH COUNTY. COURTS WITHIN THE STATE OF TEXAS SHALL HAVE JURISDICTION OVER ANY AND ALL DISPUTES ARISING UNDER OR PERTAINING TO THIS AGREEMENT AND VENUE FOR ANY SUCH DISPUTES SHALL BE IN TARRANT COUNTY, TEXAS.

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

(j) No Obligation. Nothing contained herein shall be construed as an obligation on the part of Bank to extend or continue to extend credit to Borrower.

(k) Notices. All notices, requests, demands or other communications required or permitted to be given pursuant to this Agreement shall be in writing and given as set forth in the Loan Agreement.

(l) Binding Effect and Assignment. This Agreement (i) creates a continuing security interest in the Collateral, (ii) shall be binding on Debtor and the heirs, executors, administrators, personal representatives, successors and assigns of Debtor, (iii) shall be binding on all parties who/which become bound as Debtor under this Agreement, and (iv) shall inure to the benefit of Bank and its successors and assigns. Without limiting the generality of the foregoing, Bank may pledge, assign or otherwise transfer the Indebtedness and its rights under this Agreement and any of the other Loan Documents to any other party. Debtor's rights and obligations hereunder may not be assigned or otherwise transferred without the prior written consent of Bank.

(m) Termination. It is contemplated by the parties hereto that from time to time there may be no outstanding Indebtedness, but notwithstanding such occurrences, this Agreement shall remain valid and shall be in full force and effect as to subsequent outstanding Indebtedness. Upon (i) the satisfaction in full of the Indebtedness, (ii) the termination or expiration of any commitment of Bank to extend credit to Borrower, (iii) written request for the termination hereof delivered by Debtor to Bank, and (iv) written release or termination delivered by Bank to Debtor, this Agreement and the security interests created hereby shall terminate. Upon termination of this Agreement and Debtor's written request, Bank will, at Debtor's sole cost and expense, return to Debtor such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof and execute and deliver to Debtor such documents as Debtor shall reasonably request to evidence such termination.

(n) Cumulative Rights. All rights and remedies of Bank hereunder are cumulative of each other and of every other right or remedy which Bank may otherwise have at law or in equity or under any of the other Loan Documents, and the exercise of one or more of such rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of any other rights or remedies.

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

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

(q) Consent to Disclose Information. Borrower (and Debtor, if Debtor is not the Borrower) authorizes and consents to the disclosure by Bank of all information relating to the Note to any other party to the account pledged as Collateral and upon which a security interest is granted herein, including, but not limited to, information regarding the name of the Borrower and the amount, date and maturity of the Note.

(r) Counterparts; Facsimile Documents and Signatures. This Security Agreement may be separately executed in any number of counterparts, each of which will be an original, but all of which, taken together, will be deemed to constitute one and the same instrument. For purposes of negotiating and finalizing this Security Agreement, if this document or any document executed in connection with it is transmitted by facsimile machine, electronic mail or other electronic transmission, it will be treated for all purposes as an original document. Additionally, the signature of any party on this document transmitted by way of a facsimile machine or electronic mail will be considered for all purposes as an original signature. Any such transmitted document will be considered to have the same binding legal effect as an original document. At the request of any party, any faxed or electronically transmitted document will be re-executed by each signatory party in an original form.

(s) Imaging of Documents. Debtor (and Borrower, if Borrower is not the Debtor) understands and agrees that (i) Bank's document retention policy may involve the electronic imaging of executed Loan Documents and the destruction of the paper originals, and (ii) Debtor (and Borrower, if Borrower is not the Debtor) waives any right that it may have to claim that the imaged copies of the Loan Documents are not originals.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
(Signatures on following page)**

EXECUTED as of the date first written above.

Debtor's Address:

CRC Loan Acquisition, L.L.C.
12200 Stemmons Freeway, Ste. 100
Dallas, TX 75234

DEBTOR:

CRC LOAN ACQUISITION, L.L.C.,
a Delaware limited liability company

By: _____


John D. Harkey, Jr., Manager

Bank's Address:

Southwest Bank
P.O. Box 962020
Fort Worth, Texas 76162-2020
Attn: Jim Luttrell