

03-12-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102387713

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Texana Grill of Tennessee, Inc. 3703

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 02/28/2003

2. Name and address of receiving party(ies)

Name: LF Texana 100, LP

Internal

Address:

Street Address: 5641 Dyer

City: Dallas State: TX Zip: 75206

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1673097 1708931

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian Hermes

Internal Address:

COOPER 00000165 1673097

40.00 CH 25.00 CH

Street Address: 3232 McKinney Avenue Suite 1400

City: Dallas State: TX Zip: 75204

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-2558

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002688 FRAME: 0013

03/11/2003 01 FC:0521 02 FC:0522

TRADEMARK SECURITY AGREEMENT

WHEREAS, Texana Grill of Tennessee, Inc., a Tennessee corporation (“Grantor”), owns the trademarks, trademark registrations, and trademark applications listed on Schedule I annexed hereto; and

WHEREAS, Texana Grill of Arlington, Inc., a Texas corporation, (“Debtor”), Gilbert Cuellar and LF Texana 100, LP, a Texas limited partnership (“Secured Party”), are parties to an Asset Purchase Agreement dated as of February 28, 2003 (the “Asset Purchase Agreement”), which, in part, provides for extensions of credit to be made to Debtor by Secured Party; and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, between Debtor and Secured Party, it was agreed that Grantor, an affiliate of Debtor, will grant to Secured Party a security interest in all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), and all proceeds thereof, to secure, inter alia, the payment and performance of the Liabilities (as defined below);

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

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

(2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license; and


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

This security interest is granted to secure payment of all Liabilities. The term “Liabilities” as used in this Trademark Security Agreement shall mean liabilities of every kind and character of Debtor to Secured Party, including without limitation, (i) liabilities arising under the Promissory Note dated February 28, 2003, in the original principal amount of \$150,000.00, and (ii) liabilities of Debtor arising under the Asset Purchase Agreement, including without limitation, obligations

by Debtor to indemnify Secured Party under Article 9 of such Agreement. Grantor agrees that the rights and remedies of Secured Party, with respect to its security interest in the Trademark Collateral, shall be identical to those rights and remedies provided to Secured Party with respect to the Collateral under the Security Agreement dated February 28, 2003, among Debtor, Gilbert Cuellar and Secured Party, and the terms and provisions of such Security Agreement are incorporated by reference herein as if fully set forth and shall apply to the Trademark Collateral to the same extent as if Grantor were a party to such Security Agreement.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto effective as of the 28th day of February, 2003.

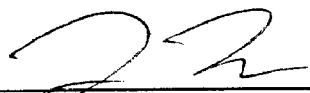
**TEXANA GRILL OF TENNESSEE, INC.,
as Grantor**

By: 
Name: Gilbert Cuellar
Title: CEO

Acknowledged:

LF TEXANA 100, LP, as Secured Party

By: LF Texana 100 Management Company, LLC
Its: General Partner

By: 
Printed Name: L LAUWE
Title: PRES

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

United States Trademarks

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Texana Grill	1673097	January 21, 1992
Texana Grill	1708931	August 18, 1992