

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Delaware Trust Co. N.A. (formerly Wachovia Trust Co., N.A.) and Wells Fargo Bank, N.A. | FORMERLY Wachovia Trust Co., N.A. and Wells Fargo Bank, N.A. | 06/06/2008 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Morningside 227, Ltd. | | |
| Street Address: | 9100 IH-10W, Suite 230 | | |
| City: | San Antonio | | |
| State/Country: | TEXAS | | |
| Postal Code: | 78230 | | |
| Entity Type: | LIMITED PARTNERSHIP: TEXAS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 0920864 | OLD SAN FRANCISCO STEAK HOUSE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (206)457-1988 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 5123060321 | | |
| Email: | patent@swbell.net | | |
| Correspondent Name: | Anthony Edw J Campbell | | |
| Address Line 1: | PO Box 160370 | | |
| Address Line 4: | Austin, TEXAS 78716 | | |
| ATTORNEY DOCKET NUMBER: | OSF-ASN | | |
| NAME OF SUBMITTER: | Anthony Edw. J Campbell | | |
| Signature: | /aejc/ | | |

OP \$40.00 0920864

Date:

06/12/2008

Total Attachments: 3

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ASSIGNMENT OF INTANGIBLE PROPERTY

This Assignment of Intangible Property ("Assignment") is delivered as of June 6, 2008 from Delaware Trust Company, N.A. (formerly Wachovia Trust Company, N.A.) as Owner Trustee and Wells Fargo Bank, N.A. (formerly Wells Fargo Bank Minnesota, N.A.) as Indenture Trustee of the ACLC Business Loan Receivables 1999-1, acting through AMRESCO Commercial Finance, LLC, as Servicing Agent (the "Assignor") to Morningside 227, Ltd., a Texas limited partnership, acting herein by and through its General Partner, Morningside General, L.L.C., a Texas limited liability company (the "Buyer").

RECITALS

A. Pursuant to a Purchase and Sale Agreement dated effective as of the 14th day of March, 2006, as amended by that certain First Amendment to Purchase and Sale Agreement dated April 13, 2006, and as further amended by that certain Second Amendment to Purchase and Sale Agreement dated June 1, 2006 (collectively, the "Agreement"), Assignor and in conjunction with its wholly owned subsidiary, ACFI OSF, LLC ("ACFI") agreed to sell to Buyer various assets owned by ACFI and/or Assignor and which have been used by ACFI and/or Assignor in connection with ACFI and/or Assignor's operation of a restaurant doing business in the State of Texas under the name "Old San Francisco Steak House".

B. In connection with the Agreement, Assignor agrees to assign to Buyer certain Intangible Property held by Assignor.

C. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment by Assignor. Assignor hereby sells, assigns, transfers, conveys, and delivers to Buyer all of Assignor's right, title, and interest in and to all Intangible Property described in **Exhibit A** hereto.

2. Assignment Made Without Representations or Warranties. The assignment by Assignor to Buyer of the above Intangible Property is made without any representations or warranties whatsoever, whether express or implied, other than those, if any, set forth in the Agreement or in any document or certificate delivered at Closing.

3. Assignment Subject to Agreement. This Assignment is delivered pursuant to the Agreement and is subject to the terms of the Agreement.

EXHIBIT A**Intangible Personal Property**

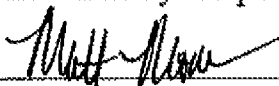
All trademarks, trade names, service marks, company marks, business names, fictitious business names, trade dress, trade styles, logos, trade secrets, recipes, copyrights, drawings, designs, domain names and associated website design and code, and any similar items and related rights, whether registered or unregistered, and all goodwill associated therewith and any licenses thereto, including, without limitation, any rights to menu design and items (including food and drinks) related to and used in the operation of the Old San Francisco Steak House restaurant, including the US Trademark Reg. No. 920,864 for "Old San Francisco Steak House".

IN WITNESS WHEREOF, this Assignment is being delivered as of the day and year first above written.

ASSIGNOR:

Delaware Trust Company, N.A. (formerly Wachovia Trust Company, N.A.) as Owner Trustee and Wells Fargo Bank, N.A. (formerly Wells Fargo Bank Minnesota, N.A.) as Indenture Trustee of the ACLC Business Loan Receivables 1999-1

By: AMRESKO Commercial Finance, LLC,
a Delaware limited liability company, as Servicing Agent

By: 
Matthew Moore, President