

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
LSF5 Cactus, LLC		01/23/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CAPITAL ONE, N.A.
Street Address:	600 N. Pearl Street
Internal Address:	Suite 2500
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	86075658	A TEXAS STEAK OF MIND
Registration Number:	2596706	LONE STAR
Registration Number:	2596707	LONE STAR
Registration Number:	1155907	LONE STAR CAFE
Registration Number:	1731247	LONE STAR STEAKHOUSE & SALOON
Registration Number:	2992302	LONE STAR STEAKHOUSE & SALOON
Registration Number:	2997691	LONE STAR STEAKHOUSE & SALOON
Registration Number:	2229771	LONE STAR STEAKHOUSE & SALOON
Registration Number:	2874975	OIL BARON RITA
Registration Number:	2093759	SWEET BOURBON SALMON
Registration Number:	2583856	TEXAS ROSE
Registration Number:	3865168	LONE STAR TO GO
Registration Number:	3865219	LONE STAR STEAKHOUSE

CH \$390.00 86075658

Registration Number:	4235226	LONE STAR STEAKHOUSE
Registration Number:	1949689	FRANKIE'S ITALIAN GRILLE

CORRESPONDENCE DATA

Fax Number: 7139515660
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 7139515600
Email: ipdocketing@strasburger.com
Correspondent Name: Teresa Wrye / Strasburger & Price, LLP
Address Line 1: 909 Fannin Street
Address Line 2: Suite 2300
Address Line 4: Houston, TEXAS 77010

ATTORNEY DOCKET NUMBER:	23453.0103
NAME OF SUBMITTER:	Teresa Wrye
Signature:	/Teresa Wrye/
Date:	01/29/2014

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "*Trademark Security Agreement*") dated as of January 23, 2014, is made by LSF5 Cactus, LLC, a Delaware limited liability company ("*Debtor*"), in favor of CAPITAL ONE, N.A. ("*Secured Party*").

WHEREAS, Day Star Restaurant Holdings, LLC, a Delaware limited liability company, LSF5 Cowboy Holdings, LLC a Delaware limited liability company, Debtor, and LSF5 Spur, LLC, a Delaware limited liability company, have entered into that certain Loan Agreement dated as of December 20, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") with Secured Party; and

WHEREAS, as a condition to Secured Party making the loan provided for in the Credit Agreement, Debtor has agreed to grant a security interest in the Collateral (defined herein) to secure repayment of the loan; and

WHEREAS, Debtor has agreed to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other governmental authorities, as applicable;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Definitions. Terms defined in the Credit Agreement have the same meanings when used herein unless otherwise defined herein or the context hereof otherwise requires.

2. Grant of Security. Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title and interest in and to the following (the "*Collateral*");

(i) the trademark and service mark registrations and applications set forth in *Schedule A* hereto, together with the goodwill symbolized thereby (the "*Trademarks*");

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

3. Security for Liabilities. The grant of a security interest in the Collateral by Debtor under this Trademark Security Agreement secures the prompt and complete payment and performance when due of all Obligations.

4. Recordation. Debtor authorizes and requests that the Commissioner for Trademarks and any other applicable governmental authority record this Trademark Security Agreement.

5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Secured Party with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

[Signature Page Follows]

EXECUTED as of the day, month and year first above written.

LSF5 CACTUS, LLC,
a Delaware limited liability company

By: 

Timothy M. Dungan
President and Chief Financial Officer

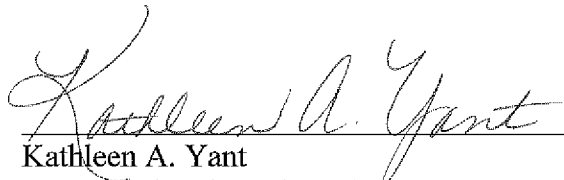
Address for Notices:

LSF5 Cactus, LLC
5055 W. Park Blvd.
Suite 500
Plano, Texas 75093

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on January 23, 2014, by Timothy M. Dungan, President and Chief Executive Officer of LSF5 Cactus, LLC, a Delaware limited liability company, on behalf of said limited liability company.





Kathleen A. Yant
Notary Public in and for the State of Texas
My Commission Expires on June 9, 2014

SCHEDULE A
TRADEMARKS

Mark	Filing Date / Serial No.	Registration Date / Registration No.	Owner
LONE STAR (DESIGN)	12/29/1999 75/883,255	07/23/2002 2,596,706	LSF5 Cactus, LLC
LONE STAR	12/29/1999 75/883,256	07/23/2002 2,596,707	LSF5 Cactus, LLC
LONE STAR CAFÉ (DESIGN)	09/18/1978 74/185,882	05/26/1981 1,155,907	LSF5 Cactus, LLC
LONE STAR STEAKHOUSE & SALOON (DESIGN)	02/21/1992 74/248,262	11/10/1992 1,731,247	LSF5 Cactus, LLC
LONE STAR STEAKHOUSE & SALOON	07/02/2004 78/445,281	09/06/2005 2,992,302	LSF5 Cactus, LLC
LONE STAR STEAKHOUSE & SALOON	07/02/2004 78/445,215	09/20/2005 2,997,691	LSF5 Cactus, LLC
LONE STAR STEAKHOUSE & SALOON (DESIGN)	02/21/1992 74/248,299	03/09/1999 2,229,771	LSF5 Cactus, LLC
OIL BARON RITA	09/02/2003 78/295,141	08/17/2004 2,874,975	LSF5 Cactus, LLC
SWEET BOURBON SALMON	11/16/1994 74/599,398	09/02/1997 2,093,759	LSF5 Cactus, LLC
TEXAS ROSE	10/25/2000 78/032,333	06/18/2002 2,583,856	LSF5 Cactus, LLC
LONE STAR TO GO (DESIGN)	1/29/2009 77/659,516	10/19/2010 3,865,168	LSF5 Cactus, LLC
LONE STAR STEAKHOUSE (DESIGN)	2/26/2009 77/678,741	10/19/2010 3,865,219	LSF5 Cactus, LLC
LONE STAR STEAKHOUSE (DESIGN)	11/17/2011 85/475,302	10/30/2012 4,235,226	LSF5 Cactus, LLC
A TEXAS STEAK OF MIND	09/26/2013 86/075,658	N/A N/A	LSF5 Cactus, LLC
FRANKIE'S ITALIAN GRILLE	07/22/1994 74/552,494	01/16/1996 1,949,689	LSF5 Cactus, LLC