

01-26-1999



100948375

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

MD 1-26-99

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc: Assignment
- Merger Effective Date
Month Day Year
6/8/98
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name Landry's Seafood Restaurants, Inc. 6/8/98

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Landry's Trademark, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1209 Orange Street

Address (line 2) _____

Address (line 3) Wilmington Delaware 19801

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

01/26/1999 TTOM11 00000101 952362

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 50.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20221

TRADEMARK
REEL: 1843 FRAME: 0513

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="952,362"/>	<input type="text" value="1,063,572"/>	<input type="text" value="1,14,976"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Kevin L. Smith

Name of Person Signing

Signature

January 20, 1999

Date Signed

TRADEMARK ASSIGNMENT

WHEREAS, Landry's Seafood Restaurants, Inc. ("ASSIGNOR"), is a Delaware corporation having a principal place of business at 1400 Post Oak Boulevard, Suite 1010, Houston, Texas 77056.

WHEREAS, ASSIGNOR owns all rights, title and interest to a certain trademarks and/or servicemarks (hereinafter "Trademarks"), certain applications for registration of the Trademarks (the "Trademark Applications") and certain Trademark Registrations (the "Registrations"), all of which are identified in Schedule "A" attached hereto; and

WHEREAS, Landry's Trademark, Inc. ("ASSIGNEE"), a Delaware corporation, having a principal place of business at 1209 Orange Street, Wilmington, Delaware 19801 is desirous of acquiring the worldwide right, title, and interest in and to the Trademarks and Trademark Applications and Registrations;

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees and covenants as follows:

1. ASSIGNOR sells, assigns, conveys and transfers to ASSIGNEE, and ASSIGNEE accepts as of the date of this Assignment,

(a) all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including the right to apply for and receive registrations of the Trademarks throughout the United States and in all other countries of the world, the right to sue and recover damages for past, present, and future infringements;

(b) all rights, title and interest in and to the Trademark Applications and Registrations, together with that portion of ASSIGNOR's business with which the mark is intended to be used, including all priority rights to apply for and receive registrations throughout the world in the name of ASSIGNEE or its successor, assign, or representative; and

2. ASSIGNOR further sells, assigns, conveys, and transfers to ASSIGNEE, and ASSIGNEE accepts as of the date of this agreement, all right, title, and interest ASSIGNOR may have to any trade names, trademarks, service marks, trade dress, and applications for registrations and registrations thereof, throughout the world, used in connection with the business.

3. ASSIGNOR represents and warrants that he has not assigned, conveyed, transferred, or granted to any third party any interest in, or otherwise encumbered in any manner, the Trademarks, Trademark Applications or Registrations; that, to the best of his knowledge, no third party owns, or is entitled to, any right or interest in the Trademarks, Trademark Applications or Registrations that would preclude, conflict with or encumber this Assignment; and that he hereby consents to this Assignment.

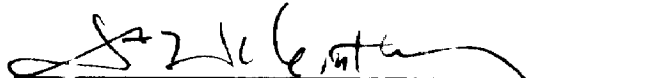
4. ASSIGNOR agrees, at the request of ASSIGNEE and at ASSIGNEE's expense, to execute and deliver such other and further documents and legal instruments, and do all other things reasonably necessary to perfect in ASSIGNEE, its assigns, successors, and legal representatives, all right, title and interest in and to the Trademarks, Trademark Applications and Registrations hereby conveyed and transferred, throughout the world, including without limitation executing and delivering any and all powers of attorney, applications, assignments, declarations and affidavits.

5. This Assignment and the covenants herein are made for the benefit of the ASSIGNEE and its successors and assigns and may be transferred without the consent of ASSIGNOR.

EFFECTIVE this 8th day of June, 19 98.

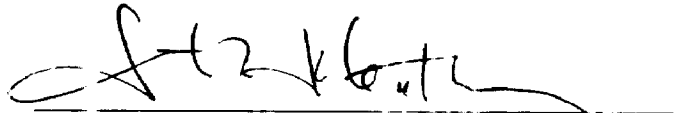
Agreed:

LANDRY'S SEAFOOD
RESTAURANTS, INC


Name: Steven L. Scheinthal
Title: V.P.

Accepted:

LANDRY'S TRADEMARK, INC.


Steven L. Scheinthal
President

SCHEDULE A

To the Trademark Assignment by and between
LANDRY'S SEAFOOD RESTAURANTS, INC. and LANDRY'S TRADEMARK, INC

- (1) Trademarks RUSTY PELICAN
THE DOCK
THE RUSTY DUCK RESTAURANT and Design
RUSTY PELICAN
RUSTY PELICAN
- (2) Trademark Applications NONE
- (3) U.S. Trademark Registrations 952,362 dated January 30, 1973 for RUSTY PELICAN
1,063,502 dated April 12, 1977 for THE DOCK
1,104,975 dated October 24, 1978 for THE RUSTY DUCK
RESTAURANT and Design
- (4) State Trademark Registrations 13,383 for RUSTY PELICAN for California
13,327 for RUSTY PELICAN for California