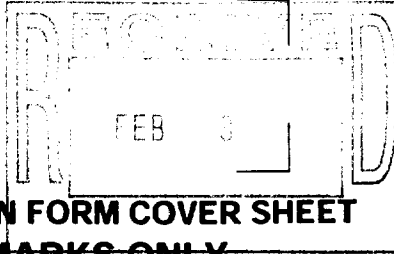


02-05-1999

FORM P1
Expires 06/30/99
OMB 0651-002



100959335



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

ML
2/3/99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

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 Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

02/04/1999 DCARTES 00000211 1252411

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 475.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1849 FRAME: 0062

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" value="1,252,411"/>	<input type="text" value="1,271,025"/>	<input type="text" value="1,263,760"/>
<input type="text" value="1,702,258"/>	<input type="text" value="1,204,039"/>	<input type="text" value="1,826,498"/>
<input type="text" value="1,453,362"/>	<input type="text" value="1,690,363"/>	<input type="text" value="1,700,688"/>

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



1 - Feb - 99

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

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"/>	<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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1,865,050	2,048,968	1,838,297
1,627,401	1,629,314	1,870,877
1,868,759	1,666,211	1,577,100
1,238,846	1,425,283	
<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"/>

TRADEMARK ASSIGNMENT

WHEREAS, Bayport Restaurant Group, Inc. ("ASSIGNOR"), is a Florida corporation having a principal place of business at 4000 Hollywood Boulevard, Suite 695-S, Hollywood, Florida 33021.

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.

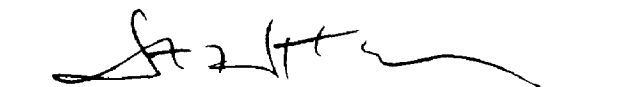
4. ASSIGNOR agrees, at the request of ASSIGNEE and at ASSIGNEE's expense, to execute and deliver such other and further documents and legal instruments, and do all other things reasonably necessary to perfect in ASSIGNEE, its assigns, successors, and legal representatives, all right, title and interest 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 10th day of August, 19 96.

Agreed:

BAYPORT RESTAURANT GROUP, INC.

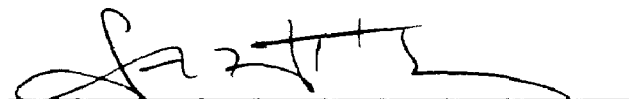


Name: Steven L. Scheinthal

Title: V.P.

Accepted:

LANDRY'S TRADEMARK, INC.



Steven L. Scheinthal

President

SCHEDULE A

To the Trademark Assignment by and between
BAYPORT RESTAURANT GROUP, INC. and LANDRY'S TRADEMARK, INC.

Mark	Locality	Serial No. Filing Date	Reg. No. Registration Date
CAPT. CRAB	United States	73/310,785 05/18/81	1,252,411 09/27/83
CAPT. CRAB'S TAKE-AWAY	United States	73/385,267 09/13/82	1,271,025 03/20/84
CAPT. CRAB'S TAKE-AWAY and FISHERMAN Design	United States	73/334,912 11/02/81	1,263,760 01/10/84
CAPT-CRAB'S CIRCLE Design	United States	74/127,869 01/4/91	1,702,258 07/21/92
FISHERMAN DESIGN	United States	73/252,021 02/29/80	1,204,039 08/3/82
CRYOTECH	United States	74/414,278 07/19/93	1,826,498 03/15/94
CRYOTECH and SNOW FLAKE Design	United States	73/636,025 12/18/86	1,453,362 08/18/87
CRYSTAL COAST GOURMET	United States	74/170,930 05/28/91	1, 690,363 06/02/92
CRYSTAL COAST GOURMET and Design	United States	74/170,904 05/28/91	1,700,688 07/14/92
KILLER SEAFOOD	United States	74/409,613 07/06/93	1,865,050 11/29/94
KILLER SEAFOOD and SHARK Design	United States	75/075,116 03/19/96	2,048,968 04/01/97
SHARK WITH BIBB DESIGN	United States	74/435,740 09/15/93	1,838,297 05/31/94
OCEAN BLUE GOURMET	United States	74/032,311 02/26/90	1,627,401 12/11/90
OCEAN BLUE GOURMET and Design	United States	74/032,303 02/26/90	1,629,314 12/25/90
SEAFOOD EXCHANGE	United States	74/426,271 08/19/93	1,870,877 12/27/94
SEAFOOD EXCHANGE and Design	United States	74/469,094 12/13/93	1,868,759 12/20/94

Mark	Locality	Serial No. Filing Date	Reg. No. Registration Date
THE CRAB HOUSE and CIRCLE Design	United States	74/127,870 01/04/91	1,666,211 11/26/91
THE CRAB HOUSE and CRAB Design	United States	73/802,771 05/26/89	1,577,100 01/9/90
THE CRABHOUSE SEAFOOD RESTAURANT and Design	United States	73/252,020 02/29/80	1,238,846 05/17/83
THE CAPTAIN'S CRABHOUSE RESTAURANT	United States	73/597,699 05/09/86	1,425,283 01/13/87
DESIGN	Georgia	not available	S4,696 14-Dec-81
THE CRAB HOUSE SEAFOOD RESTAURANT and Design	Georgia	not available	S4,695 14-Dec-81
CAPTAIN CRAB'S TAKEAWAY and Design	Florida	not available	925,587 23-Nov-81
CAPT. CRAB'S TAKEAWAY and Design	Florida	not available	928,424 21-Dec-82
CAPT. CRAB'S (Stylized)	Florida	not available	T02,398 4-Dec-84
WORLD FAMOUS GARLIC CRABS	Florida	not available	T02,219 2-Nov-84
REEF RAFF	Florida	not available	T02,217 2-Nov-84
SEAFOOD EXCHANGE and Design	Florida	not available	T94,522 22-Apr-94